



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Ted Wheeler, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

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

Maria Rojo de Steffey, Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: district1@co.multnomah.or.us

Jeff Cogen, Commission Dist. 2

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: district2@co.multnomah.or.us

Lisa Naito, Commission Dist. 3

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: district3@co.multnomah.or.us

Lonnie Roberts, Commission Dist. 4

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

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

On-line Streaming Media, View Board Meetings

www.co.multnomah.or.us/cc/live_broadcast.shtml

On-line Agendas & Agenda Packet Material
www.co.multnomah.or.us/cc/agenda.shtml

Americans with Disabilities Act Notice: If you need this agenda in an alternate format, or wish to participate in a Board Meeting, please call the Board Clerk (503) 988-3277, or the City/County Information Center TDD number (503) 823-6868, for information on available services and accessibility.

OCTOBER 30 & NOVEMBER 1, 2007 BOARD MEETINGS FASTLOOK AGENDA ITEMS OF INTEREST

REVISED 10/29/07

Pg 2	8:30 a.m. Tuesday Executive Session
Pg 2	9:00 a.m. Tuesday Briefing – Health Inequity
Pg 2	9:45 a.m. Tuesday Briefing – Bridge Safety Fund
Pg 3	9:30 a.m. Thursday Opportunity for Public Comment
Pg 3	9:30 a.m. Thursday National Homeland Security TOPOFF Exercise Briefing
Pg 3	10:00 a.m. Thursday Update to the 2001 Portland Multnomah Local Action Plan on Global Warming.
Pg 3	10:45 a.m. Agreement with PDC for Release of Urban Renewal Funding to Reroute the Hawthorne Bridge West Bound Off-Ramp
Pg 3	11:15 a.m. Approval of the 2007-2012 Oregon Nurses Association Agreement

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

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

Saturday, 10:00 AM, Channel 29

Sunday, 11:00 AM, Channel 30

Tuesday, 8:15 PM, Channel 29

Produced through MetroEast Community Media
(503) 667-8848, ext. 332 for further info
or: <http://www.metroeast.org>

Tuesday, October 30, 2007 – 8:30 AM
Multnomah Building, First Floor Commissioners Conference Room 112
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners will meet in Executive Session Pursuant to ORS 192.660(2)(d),(e) and/or (h). Only Representatives of the News Media and Designated Staff are allowed to attend. News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Session. No Final Decision will be made in the Session. Presented by County Attorney Agnes Sowle. 15-55 MINUTES REQUESTED.
-

Tuesday, October 30, 2007 – 9:00 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFINGS

- B-1 **9:00 AM TIME CERTAIN:** Health Inequities Presentation. Presented by Tricia Tillman, LaRisha Baker, Ben Duncan, Rachael Smith, Marco Reyes and Shireen Khormooji. 45 MINUTES REQUESTED.
- B-2 **9:45 AM TIME CERTAIN:** Bridge Safety Fund Briefing. Presented by Rhys Scholes and Adam Davis. 90 MINUTES REQUESTED.
-

Thursday, November 1, 2007 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

REGULAR AGENDA

PUBLIC COMMENT - 9:30 AM

Opportunity for Public Comment on non-agenda matters. Testimony is limited to three minutes per person. Fill out a speaker form available in the Boardroom and turn it into the Board Clerk.

DEPARTMENT OF COMMUNITY SERVICES – 9:30 AM

- R-1 **9:30 AM TIME CERTAIN:** National Homeland Security TOPOFF (Top Officials) Exercise Briefing. 30 MINUTES REQUESTED.

NON-DEPARTMENTAL – 10:00 AM

- R-2 **10:00 AM TIME CERTAIN:** RESOLUTION Approving Efforts to Develop an Update to the 2001 Portland Multnomah Local Action Plan on Global Warming, Including the Formation of a Citizen-Advisory Committee to Provide Recommendations for the Update. Presented by Commissioner Jeff Cogen, Kat West, Mayor Tom Potter, Commissioner Erik Sten, Commissioner Dan Saltzman and Susan Anderson. 30 MINUTES REQUESTED.
- R-3 Project Homeless Connect Briefing. Presented by Tara Bowen-Biggs, Kim Tierney and others from the City of Portland. 15 MINUTES REQUESTED.

DEPARTMENT OF COUNTY MANAGEMENT – 10:45 AM

- R-4 **10:45 AM TIME CERTAIN:** RESOLUTION Approving an Intergovernmental Agreement with the Portland Development Commission for Release of Urban Renewal Funding to Reroute the Hawthorne Bridge West Bound Off-Ramp. 30 MINUTES REQUESTED.
- R-5 Approval of the 2007-2012 Labor Agreement between Multnomah County and the Oregon Nurses Association

DEPARTMENT OF HEALTH – 11:30 AM

- R-6 Budget Modification HD-23 Authorizing Funding for the Meaningful Care Conference

BOARD COMMENT – 11:35 AM

Opportunity (as time allows) for Commissioners to provide informational comments to Board and public on non-agenda items of interest or to discuss legislative issues.



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Ted Wheeler, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

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

Maria Rojo de Steffey, Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: district1@co.multnomah.or.us

Jeff Cogen, Commission Dist. 2

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: district2@co.multnomah.or.us

Lisa Naito, Commission Dist. 3

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: district3@co.multnomah.or.us

Lonnie Roberts, Commission Dist. 4

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

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

On-line Streaming Media, View Board Meetings
www.co.multnomah.or.us/cc/live_broadcast.shtml

On-line Agendas & Agenda Packet Material
www.co.multnomah.or.us/cc/agenda.shtml

Americans with Disabilities Act Notice: If you need this agenda in an alternate format, or wish to participate in a Board Meeting, please call the Board Clerk (503) 988-3277, or the City/County Information Center TDD number (503) 823-6868, for information on available services and accessibility.

OCT 30 & NOV 1, 2007 BOARD MEETINGS FASTLOOK AGENDA ITEMS OF INTEREST

revised 10/26/07

Pg 2	8:30 a.m. Tuesday Executive Session
Pg 2	9:30 a.m. Tuesday Briefing – Health Inequity
Pg 2	10:30 a.m. Tuesday Briefing – Bridge Safety Fund
Pg 3	9:30 a.m. Thursday Opportunity for Public Comment
Pg 3	9:30 a.m. Thursday National Homeland Security TOPOFF Exercise Briefing
Pg 3	10:00 a.m. Thursday Update to the 2001 Portland Multnomah Local Action Plan on Global Warming.
Pg 3	10:45 a.m. Agreement with PDC for Release of Urban Renewal Funding to Reroute the Hawthorne Bridge West Bound Off-Ramp
Pg 3	11:15 a.m. Approval of the 2007-2012 Oregon Nurses Association Agreement

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

Thursday, 9:30 AM, (LIVE) Channel 30
Saturday, 10:00 AM, Channel 29
Sunday, 11:00 AM, Channel 30
Tuesday, 8:15 PM, Channel 29

Produced through MetroEast Community Media
(503) 667-8848, ext. 332 for further info
or: <http://www.metroeast.org>

Tuesday, October 30, 2007 – 8:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners will meet in Executive Session Pursuant to ORS 192.660(2)(d),(e) and/or (h). Only Representatives of the News Media and Designated Staff are allowed to attend. News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Session. No Final Decision will be made in the Session. Presented by County Attorney Agnes Sowle. 15-55 MINUTES REQUESTED.
-

Tuesday, October 30, 2007 – 9:00 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFINGS

- B-1 **9:00 AM TIME CERTAIN:** Health Inequities Presentation. Presented by Tricia Tillman, LaRisha Baker, Ben Duncan, Rachael Smith, Marco Reyes and Shireen Khormooji. **45 MINUTES REQUESTED**
- B-2 **9:45 AM TIME CERTAIN:** Bridge Safety Fund Briefing. Presented by Rhys Scholes and Adam Davis. **90 MINUTES REQUESTED**
-

Thursday, November 1, 2007 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

REGULAR AGENDA

PUBLIC COMMENT - 9:30 AM

Opportunity for Public Comment on non-agenda matters. Testimony is limited to three minutes per person. Fill out a speaker form available in the Boardroom and turn it into the Board Clerk.

DEPARTMENT OF COMMUNITY SERVICES – 9:30 AM

R-1 **9:30 AM TIME CERTAIN:** National Homeland Security TOPOFF (Top Officials) Exercise Briefing. **30 MINUTES REQUESTED**

NON-DEPARTMENTAL – 10:00 AM

R-2 **10:00 AM TIME CERTAIN:** RESOLUTION Approving Efforts to Develop an Update to the 2001 Portland Multnomah Local Action Plan on Global Warming, Including the Formation of a Citizen-Advisory Committee to Provide Recommendations for the Update. Presented by Commissioner Jeff Cogen, Kat West, Mayor Tom Potter, Commissioner Erik Sten, Commissioner Dan Saltzman, and Susan Anderson. **30 MINUTES REQUESTED**

R-3 Project Homeless Connect Briefing. Presented by Tara Bowen-Biggs, Kim Tierney, and others from the City of Portland. **15 MINUTES REQUESTED**

DEPARTMENT OF COUNTY MANAGEMENT – 10:45 AM

R-4 **10:45 AM TIME CERTAIN:** RESOLUTION Approving an Intergovernmental Agreement with the Portland Development Commission for Release of Urban Renewal Funding to Reroute the Hawthorne Bridge West Bound Off-Ramp. **30 MINUTES REQUESTED**

R-5 Approval of the 2007-2012 Labor Agreement between Multnomah County and the Oregon Nurses Association

DEPARTMENT OF HEALTH – 11:30 AM

R-6 Budget Modification HD-23 Authorizing Funding for the Meaningful Care Conference

BOARD COMMENT – 11:35 AM

Opportunity (as time allows) for Commissioners to provide informational comments to Board and public on non-agenda items of interest or to discuss legislative issues.



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Ted Wheeler, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

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

Maria Rojo de Steffey, Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: district1@co.multnomah.or.us

Jeff Cogen, Commission Dist. 2

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: district2@co.multnomah.or.us

Lisa Naito, Commission Dist. 3

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: district3@co.multnomah.or.us

Lonnie Roberts, Commission Dist. 4

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

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

On-line Streaming Media, View Board Meetings.

www.co.multnomah.or.us/cc/live_broadcast.shtml

On-line Agendas & Agenda Packet Material
www.co.multnomah.or.us/cc/agenda.shtml

Americans with Disabilities Act Notice: If you need this agenda in an alternate format, or wish to participate in a Board Meeting, please call the Board Clerk (503) 988-3277, or the City/County Information Center TDD number (503) 823-6868, for information on available services and accessibility.

OCT 30 & NOV 1, 2007 BOARD MEETINGS FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	8:30 a.m. Tuesday Executive Session
Pg 2	9:30 a.m. Tuesday Briefing – Health Inequity
Pg 2	10:30 a.m. Tuesday Briefing – Bridge Safety Fund
Pg 3	9:30 a.m. Thursday Opportunity for Public Comment
Pg 3	9:30 a.m. Thursday National Homeland Security TOPOFF Exercise Briefing
Pg 3	10:00 a.m. Thursday Update to the 2001 Portland Multnomah Local Action Plan on Global Warming.
Pg 3	10:45 a.m. Agreement with PDC for Release of Urban Renewal Funding to Reroute the Hawthorne Bridge West Bound Off-Ramp
Pg 3	11:15 a.m. Approval of the 2007-2012 Oregon Nurses Association Agreement

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

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

Saturday, 10:00 AM, Channel 29

Sunday, 11:00 AM, Channel 30

Tuesday, 8:15 PM, Channel 29

Produced through MetroEast Community Media
(503) 667-8848, ext. 332 for further info
or: <http://www.metroeast.org>

Tuesday, October 30, 2007 – 8:30 AM
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

- E-1** The Multnomah County Board of Commissioners will meet in Executive Session Pursuant to ORS 192.660(2)(d),(e) and/or (h). Only Representatives of the News Media and Designated Staff are allowed to attend. News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Session. No Final Decision will be made in the Session. Presented by County Attorney Agnes Sowle. 15-55 MINUTES REQUESTED.
-

Tuesday, October 30, 2007 – 9:30 AM
Multnomah Building, Sixth Floor Commissioners Conference Room 635
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFINGS

- B-1 9:30 AM TIME CERTAIN:** Health Inequities Presentation. Presented by Tricia Tillman, LaRisha Baker, Ben Duncan, Rachael Smith, Marco Reyes and Shireen Khormooji. **1 HOUR REQUESTED**
- B-2 10:30 AM TIME CERTAIN:** Bridge Safety Fund Briefing. Presented by Rhys Scholes and Adam Davis. **1 HOUR REQUESTED**
-

Thursday, November 1, 2007 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

REGULAR AGENDA

PUBLIC COMMENT - 9:30 AM

Opportunity for Public Comment on non-agenda matters. Testimony is limited to three minutes per person. Fill out a speaker form available in the Boardroom and turn it into the Board Clerk.

DEPARTMENT OF COMMUNITY SERVICES – 9:30 AM

- R-1 **9:30 AM TIME CERTAIN:** National Homeland Security TOPOFF (Top Officials) Exercise Briefing. **30 MINUTES REQUESTED**

NON-DEPARTMENTAL – 10:00 AM

- R-2 **10:00 AM TIME CERTAIN:** RESOLUTION Approving Efforts to Develop an Update to the 2001 Portland Multnomah Local Action Plan on Global Warming, Including the Formation of a Citizen-Advisory Committee to Provide Recommendations for the Update. Presented by Commissioner Jeff Cogen, Kat West, Mayor Tom Potter, Commissioner Erik Sten, Commissioner Dan Saltzman, and Susan Anderson. **30 MINUTES REQUESTED**

- R-3 Project Homeless Connect Briefing. Presented by Tara Bowen-Biggs, Kim Tierney, and others from the City of Portland. **15 MINUTES REQUESTED**

DEPARTMENT OF COUNTY MANAGEMENT – 10:45 AM

- R-4 **10:45 AM TIME CERTAIN:** RESOLUTION Approving an Intergovernmental Agreement with the Portland Development Commission for Release of Urban Renewal Funding to Reroute the Hawthorne Bridge West Bound Off-Ramp. **30 MINUTES REQUESTED**

- R-5 Approval of the 2007-2012 Labor Agreement between Multnomah County and the Oregon Nurses Association

DEPARTMENT OF HEALTH – 11:30 AM

- R-6 Budget Modification HD-23 Authorizing Funding for the Meaningful Care Conference

BOARD COMMENT – 11:35 AM

Opportunity (as time allows) for Commissioners to provide informational comments to Board and public on non-agenda items of interest or to discuss legislative issues.



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 11/01/07
Agenda Item #: R-1
Est. Start Time: 9:30 AM
Date Submitted: 09/19/07

Agenda Title: **National Homeland Security TOPOFF (Top Officials) Exercise Briefing**

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

Requested Meeting Date: November 1, 2007 Amount of Time Needed: 30 mins
Department: Community Services Division: Emergency Management
Contact(s): George Whitney
Phone: (503) 988-4580 Ext. 84580 I/O Address: 503/600
Presenter(s): George Whitney

General Information

1. What action are you requesting from the Board?

Receive presentation that details County activity during the exercise, lessons learned and areas for future program enhancement.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

TOPOFF is a congressionally-mandated biennial homeland security exercise. The City of Portland and the State of Oregon made a request and were granted the opportunity to host TOPOFF 4. Multnomah County, with first response and indirect emergency management support roles in Portland necessarily became involved in TOPOFF planning and execution. The County has since approached TOPOFF as an opportunity to accelerate emergency management program enhancement with the goal of being ready for TOPOFF.

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

This presentation will have no fiscal effect. The overall costs of the exercise however, will be discussed.

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

Multnomah County will participate in TOPOFF in accordance with ORS 401 and the County's Emergency Operations Plan.

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

None related to this briefing.

Required Signature

**Elected Official or
Department/
Agency Director:**

TED WHEELER

Date: 09/19/07



Ted Wheeler, Multnomah County Chair

501 SE Hawthorne Blvd., Suite 600
Portland, Oregon 97214
Phone: (503) 988-3308
Email: mult.chair@co.multnomah.or.us

September 24, 2007

To all Members of the Multnomah County Team,

Over the past six months, the County has worked hard to better prepare for major emergencies and disasters that may occur. Some of this work was started because we sensed a general need to work harder at preparedness; some work has been started to support the City of Portland during the national TOPOFF exercise next month. I would like to take a few minutes to describe TOPOFF, our long-term commitment to emergency preparedness and to encourage involvement.

TOPOFF (which stands for Top Officials exercise) is a Congressionally-mandated, biennial exercise designed to test the ability of local, state and federal leadership during simulated terrorism events. Two years ago, Portland was selected as one of three sites to host the TOPOFF exercise the week of October 15, 2007. TOPOFF will involve some 4,500 people here locally. Approximately 200 County employees will be involved.

In preparation for TOPOFF we have developed an Emergency Operations Center in the Multnomah Building, created 3 Emergency Operations Center Teams, assembled a County Disaster Management Team to develop policy on a 24/7 basis and made a number of improvements to plans, communications, facilities, etc. On September 12, we tested this capability for the first time and were very pleased with the results. Certainly, we have a great deal of work still left to do, but we have come a long way in just six months.

After TOPOFF we will have an opportunity to take a less hurried approach to preparedness. We'll have an opportunity to consolidate work completed prior to TOPOFF and to work on other important efforts like business resumption, citizen and employee preparedness, and establish long-term relationships, to name a few.

If you have any questions or comments about the County's emergency preparedness efforts, please contact George Whitney, Emergency Management Director at 503-988-4580.

I want to sincerely thank all who have been involved directly or indirectly in these efforts. The work we are doing will most certainly translate to lives saved, improved health, protection of property and safeguarding of the environment during the next disaster we face.

Sincerely,

Ted Wheeler
Multnomah County Chair

BOGSTAD Deborah L

From: Multnomah County Chair
Sent: Monday, October 22, 2007 3:29 PM
To: #MULTNOMAH COUNTY ALL EMPLOYEES
Subject: Thank you from Chair Wheeler
Importance: High

Over the past several months, Multnomah County has been preparing for its role in the TOPOFF Homeland Security exercise that largely concluded this last Friday. This exercise - in which the City of Portland and Multnomah County were the primary focal point for the exercise - involved two States, one US Territory, many international partners and some 15,000 participants. Some 4500 local participants were involved. It was the largest emergency management exercise ever conducted in the United States.

The exercise simulated a dirty (radiological) bomb explosion within Portland and tested the ability of responders and political leaders to react to both very urgent, unusual conditions and the need to closely coordinate policy decisions.

The role of Multnomah County and our 250 participants in the exercise was to both respond (as they normally would) to impacts of the simulated disaster and to support the City of Portland's emergency operations program. In this regard, our response was impressive. The Multnomah County Sheriff's Office deployed numerous deputies and other law enforcement resources quickly and effectively, both in the field and at an operations center. The Multnomah County Health Department activated its operations center and supported two unique operations in the field. A Medical Care Point simulated how a field hospital would relieve stress on the regular hospital system and a Rapid Screening Point practiced how worried citizens could be screened effectively for traces of radiological contamination. Other departments such as Human Services and Community Services deployed field assets to support response.

One of our key objectives in the exercise was to practice operation of the County's Emergency Operations Center (EOC) - a staff, facility and mission designed to coordinate all County-wide efforts during disaster. Despite the fact that the County did not have an EOC or staff trained to operate it until last month, our team performed with remarkable proficiency and professionalism. Our team - comprised of staff from every department - operated 24/7 to collect and share data, coordinate response, make requests for State and Federal resources, and make recommendations to address some very grave, albeit hypothetical, situations. In this regard and considering our recent emergence, I am very proud of the work we accomplished last week and the great contributions of all involved, including departments such as DCM, Libraries and DCJ who filled many of the general but critical EOC roles. In the words of the Federal evaluator assigned to our EOC last week, we performed hands-down, much better than EOCs that have existed and practiced for much longer.

This is not to say, however, that we do not have work to do. Over the next few months, I will work with our County leadership team to better coordinate our efforts to collect data, direct resources, provide information to the public and to make good, timely county-wide decisions during disaster. We also need to take a closer look at our ability to mitigate the potential effects of future disasters and at our ability to speed effective recovery from disaster. Multnomah County fills a critical role under Oregon Law to support and coordinate emergency management efforts - a responsibility that we will pursue deliberately with care, diligence and attention to sound, overall outcomes.

I want to thank all who have played direct and indirect roles in this exercise. Your work has established and demonstrated a fundamental capability that significantly and clearly demonstrates our great

10/29/2007

commitment to the County.

Sincerely,

TED WHEELER

10/29/2007









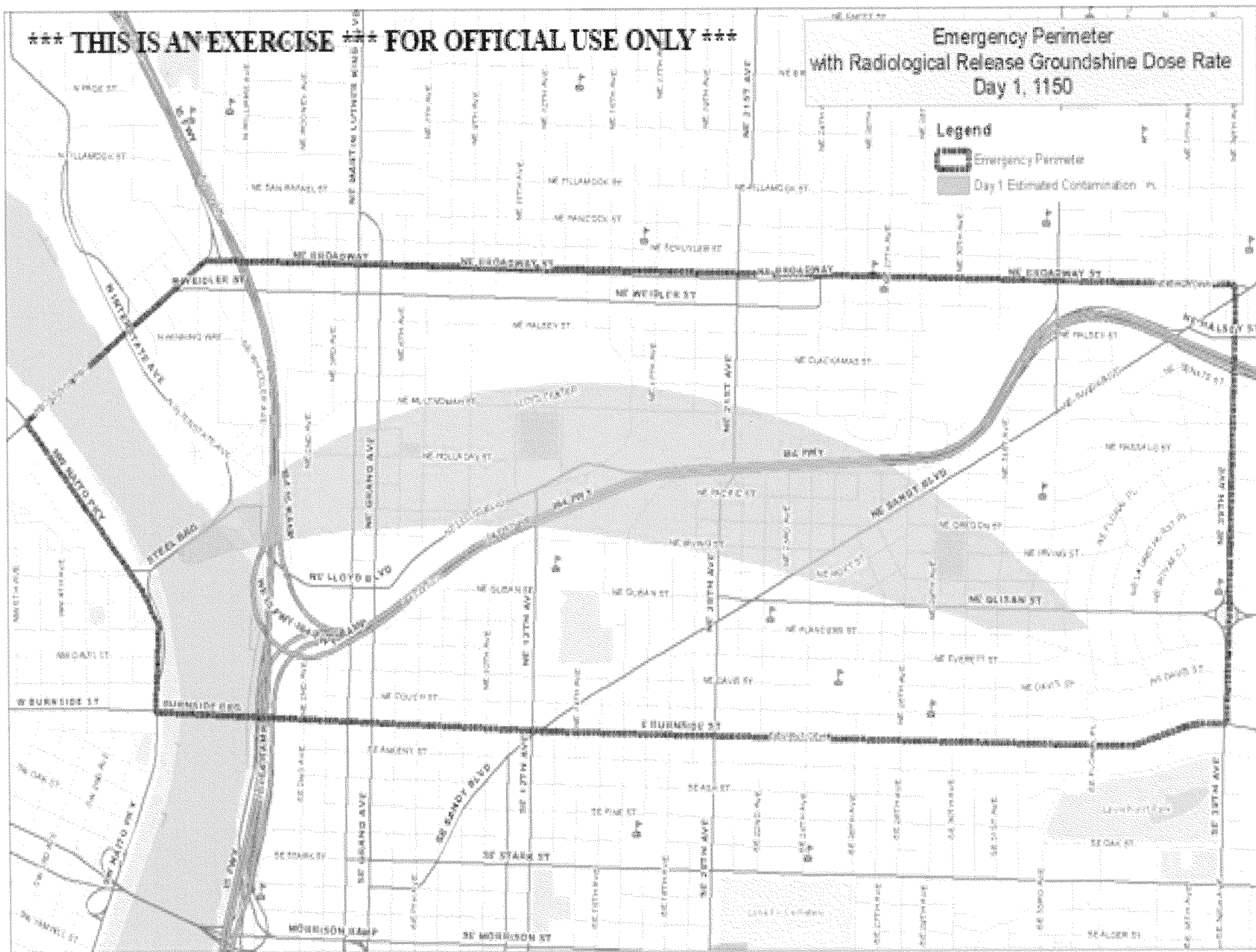


*** THIS IS AN EXERCISE *** FOR OFFICIAL USE ONLY ***

Emergency Perimeter
with Radiological Release Groundshine Dose Rate
Day 1, 1150

Legend

- Emergency Perimeter
- Day 1 Estimated Contamination



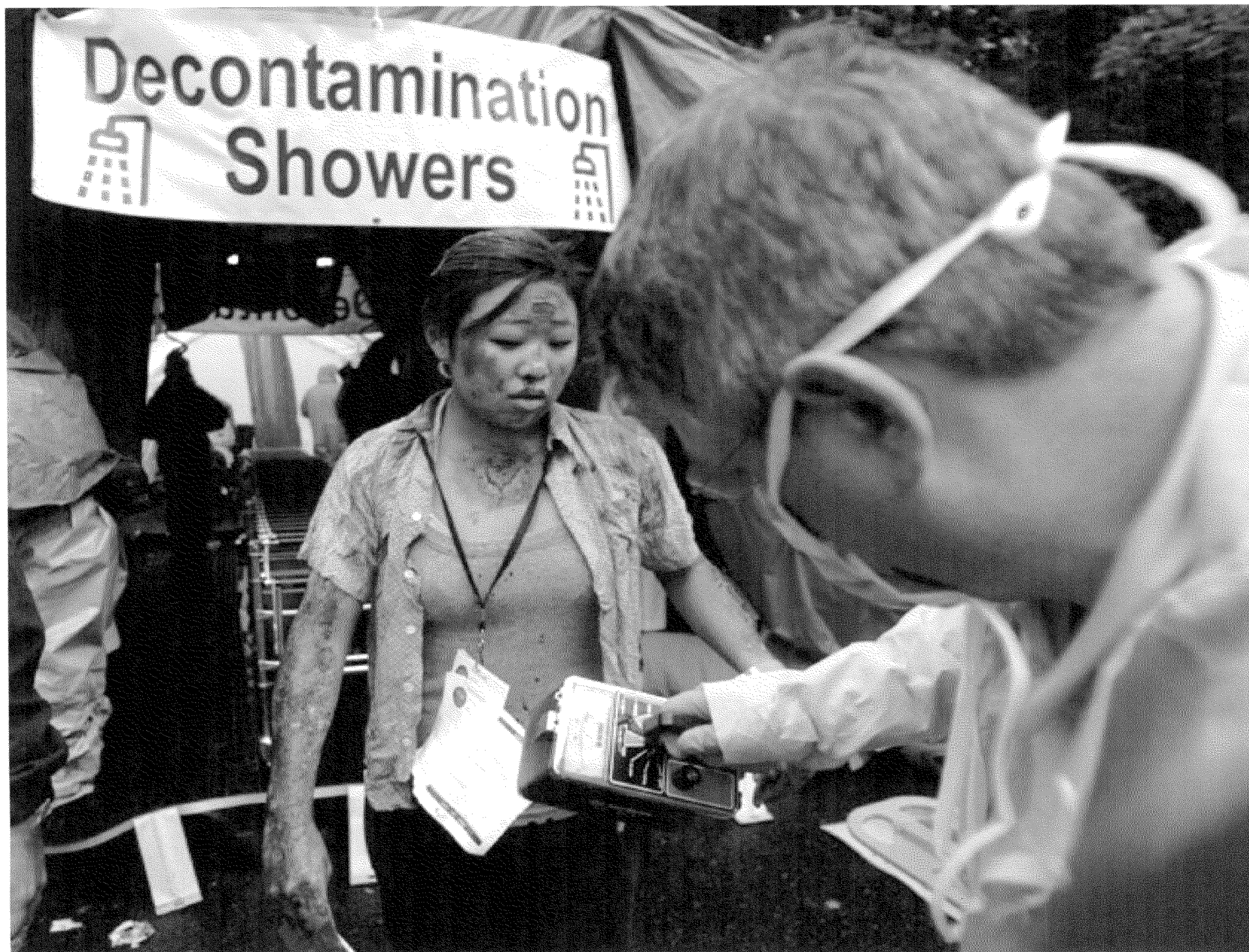


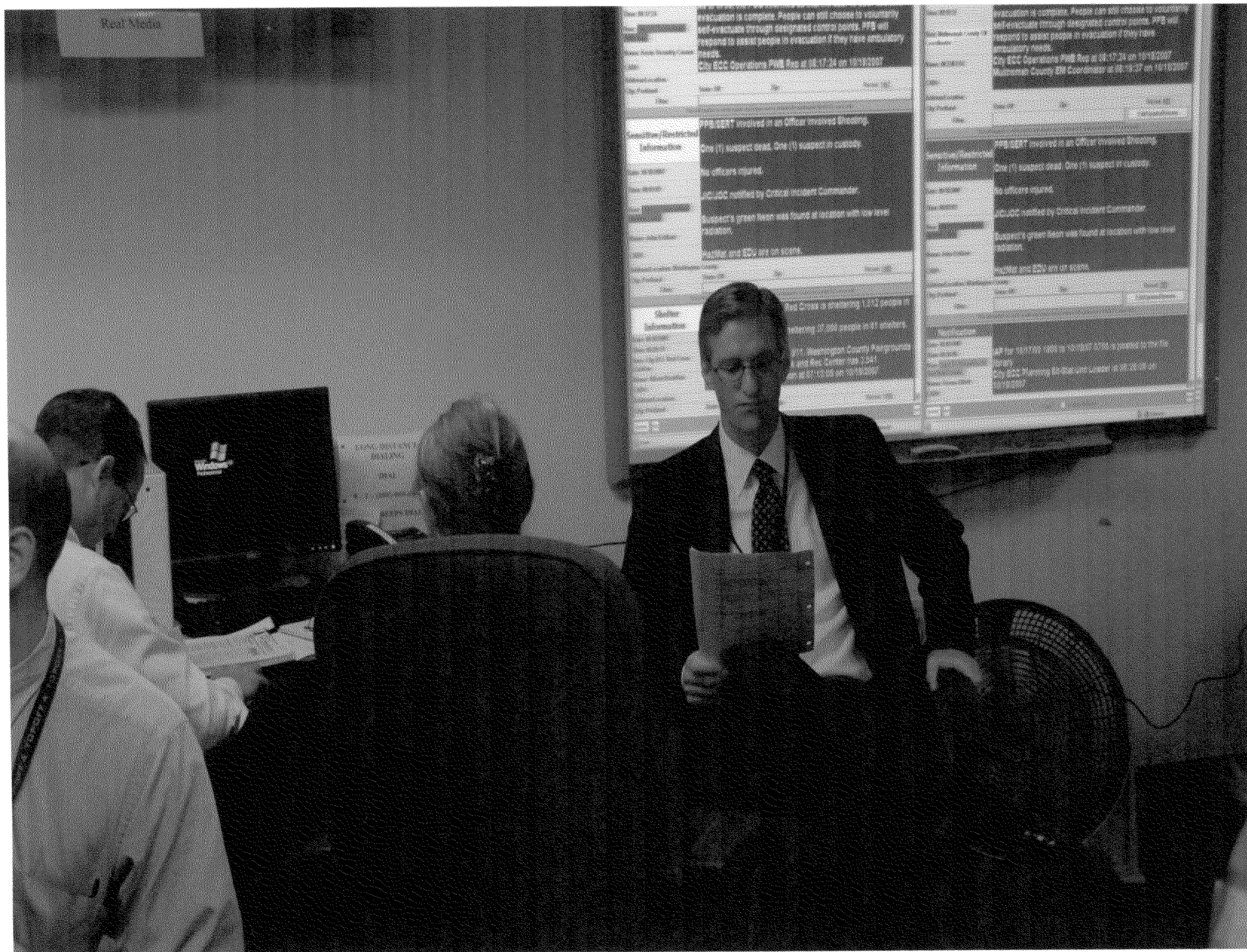


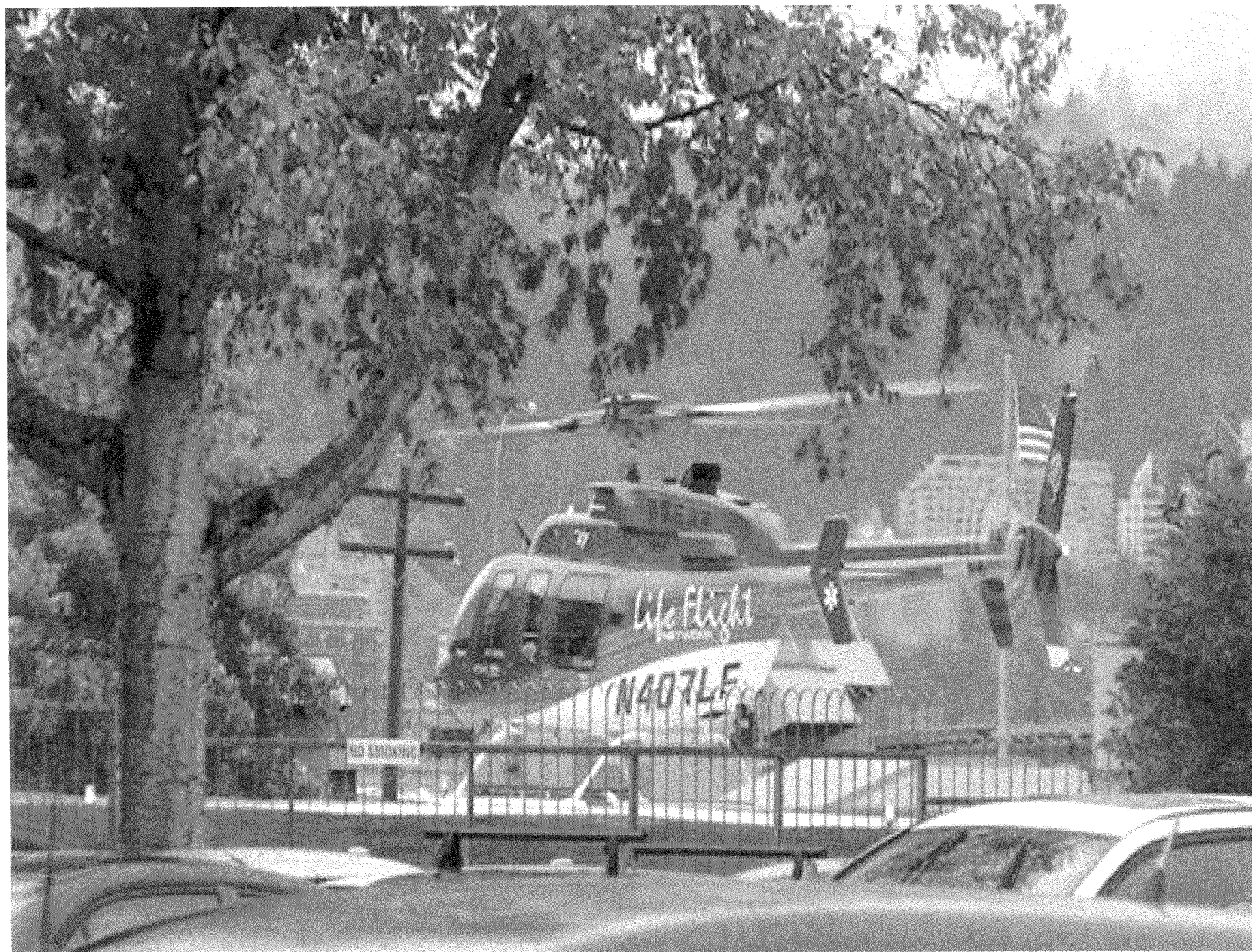














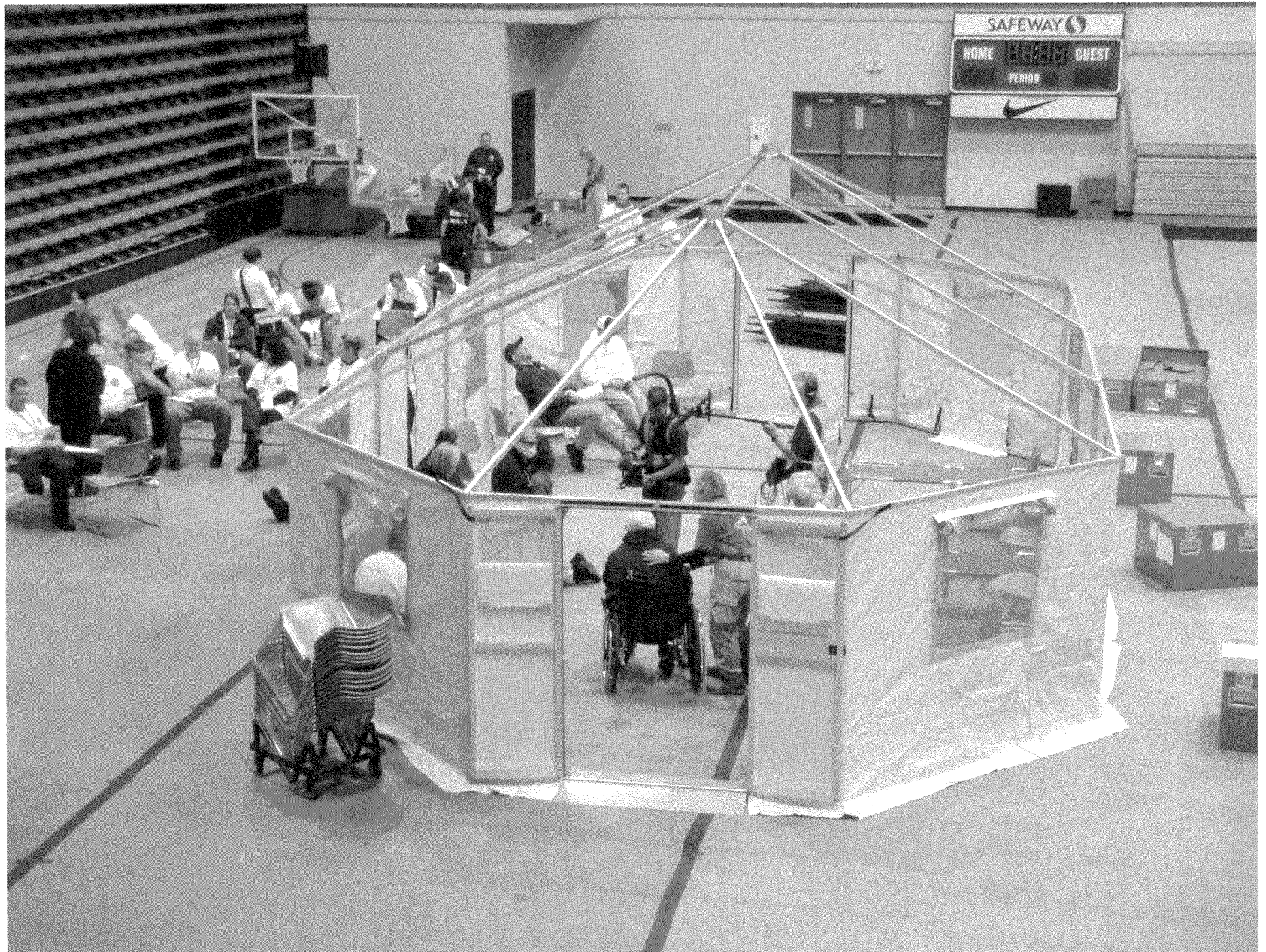
















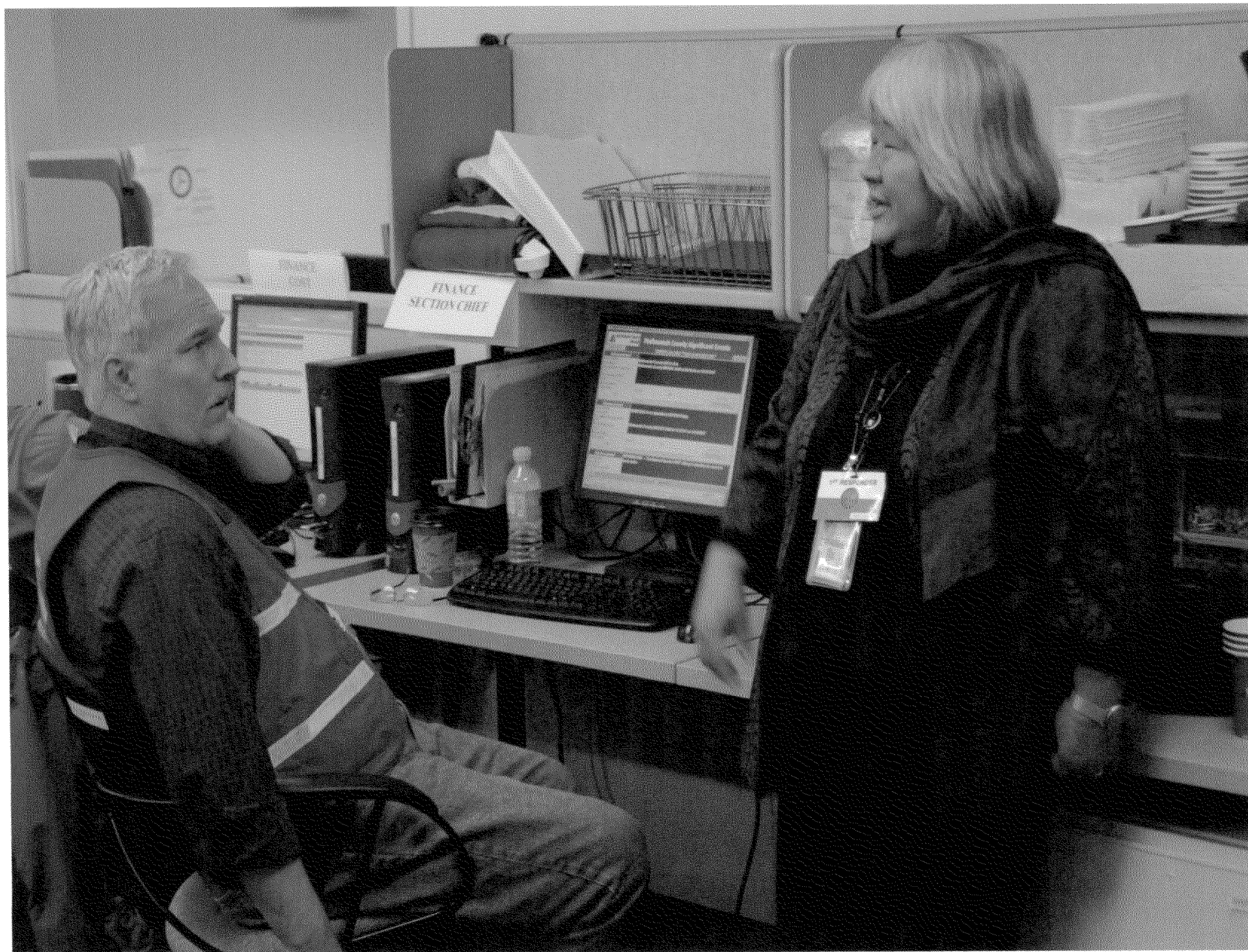
















MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 11/01/07
Agenda Item #: R-2
Est. Start Time: 10:00 AM
Date Submitted: 10/16/07

Agenda Title: RESOLUTION Approving Efforts to Develop an Update to the 2001 Portland Multnomah Local Action Plan on Global Warming, Including the Formation of a Citizen-Advisory Committee to Provide Recommendations for the Update

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

Requested Meeting Date: November 1, 2007 Amount of Time Needed: 30 minutes
Department: Non-Departmental Division: Chair and Commissioners
Contact(s): Kat West
Phone: 503 988-4092 Ext. 84092 I/O Address: 503/4
Presenter(s): Commissioner Jeff Cogen, Kat West, Mayor Tom Potter, Commissioner Erik Sten, Commissioner Dan Saltzman, Susan Anderson

General Information

1. What action are you requesting from the Board?

Adoption of resolution authorizing efforts to update the 2001 Local Action Plan on Global Warming

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

In 2001, Multnomah County and the City of Portland adopted an action plan to combat global warming by reducing our carbon emissions 10% below 1990 baseline levels by 2010. Our two jurisdictions are the only jurisdictions in the US to hold our emission levels steady since 1990, but we will fail to meet our stated goal unless the Plan is updated.

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

There is no fiscal impact with this resolution.

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

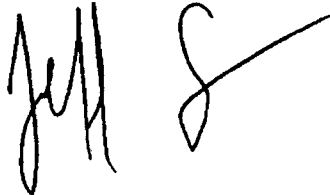
Authorization of the update will help the county meet its stated goals in the 2001 Local Action Plan on Global Warming.

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

This resolution authorizes the formation of a Steering Committee which will help inform the update process.

Required Signature

**Elected Official or
Department/
Agency Director:**

A handwritten signature in black ink, appearing to be 'JH S', is written over a horizontal line.

Date: 10/16/07

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving Efforts to Develop an Update to the 2001 Portland Multnomah Local Action Plan on Global Warming, Including the Formation of a Citizen-Advisory Committee to Provide Recommendations for the Update

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County and the City of Portland have assumed leadership roles in working together to identify aggressive, prudent actions to reduce greenhouse gas emissions.
- b. In 2001, Multnomah County and the City of Portland adopted the Local Action Plan on Global Warming (Plan) to combat the threat of global climate crisis (Resolution No. 01-052). Due to this important step, Multnomah County and the City of Portland are the only U.S. jurisdictions to have kept their total greenhouse gas emission levels steady since 1990. This means that despite the region's population gain, per capita emissions are down 13%. To date, Multnomah County government has decreased its operational greenhouse gas emissions by 2.7%.
- c. Despite these impressive achievements, Multnomah County and the City of Portland have not reached our goals under the Plan and recognize that further efforts are necessary to decrease greenhouse gas emissions. No other issue threatens our planet with such dramatic, far-reaching impacts, and at the same time, many of the most promising solutions to global climate change are local initiatives.
- d. There is broad agreement in the scientific community that the current global climate change is due to human-caused greenhouse gas accumulations from fossil fuel use, agriculture, and land-use change. Carbon dioxide is the primary greenhouse gas that is produced when fossil fuels are burned to generate electricity and power our transportation systems.
- e. U.S. and global annual temperatures are now approximately 1.0 degrees F warmer than at the start of the 20th century, and the rate of warming has accelerated over the past 30 years, increasing globally since the mid-1970s at a rate approximately three times faster than the century-scale trend. The past nine years have all been among the 25 warmest years on record for the contiguous U.S., a streak which is unprecedented in the historical record.
- f. Most of the consequences of global climate change will probably result from one of three physical changes: sea level rise, higher local temperatures, and changes in rainfall patterns. By the end of this century, average global temperatures could rise 11.5 degrees Fahrenheit; sea level could rise two to six feet; many glaciers and summer ice caps could

disappear entirely; and extreme weather patterns like drought, wild fires, floods, and hurricanes will likely be more prevalent. It is estimated that over 40% of species could go extinct.

- g. In the Pacific Northwest, new regional climate models show we should expect warmer, wetter winters and hotter summers. The affect on our economy could be substantial due to winter flooding, summer droughts, loss of shoreline, forest fires, diminished fish habitat, retreating glaciers, decreased snow pack, and increased disease vectors. Agriculture, fisheries, hydropower, forestry, tourism, and social service providers can expect to be impacted.
- h. The World Health Organization and the UN Intergovernmental Panel on Climate Change estimate that projected climate change-related exposures are likely to affect the health status of millions of people, particularly poor and vulnerable communities, due to increased exposure to extreme weather conditions, food access, infections disease vectors, and mass migration.
- i. In 2006, the Stern Report commissioned by the British government concluded that taking action now to avoid the worst effects of global climate change would cost 1% of global gross domestic product and the failure to act now could cost the global economy 20 times that amount. The report estimates that slowing carbon emissions could bring great savings to the world economy, possibly in the range of \$2.5 trillion a year.
- j. Multnomah County and the City of Portland have enjoyed huge benefits from the Plan: less tax money spent on energy, more convenient transportation, a greener county, and expertise in energy efficiency that is helping local businesses win contracts worldwide.
- k. The State of Oregon has set a goal to arrest increases on greenhouse gas emissions by 2010; achieve 10% emission reductions below 1990 levels by 2020; and achieve 75% emission reductions below 1990 levels by 2050. In addition, the state has established a Global Warming Commission for examining cap and trade systems, for developing an educational strategy on global warming issues, for tracking global warming impacts on Oregon and other issues.
- l. Efforts to update the Plan support the county's adopted Sustainability Principles (Resolution No. 04-019) which state that Multnomah County has a responsibility to future generations to prevent negative impacts to the natural environment, recognizing future generations will inherit the consequences of our decisions.

The Multnomah County Board of Commissioners Resolves:

- 1. To continue its leadership role with the City of Portland to combat global climate change by developing an update to the 2001 Portland Multnomah Local Action Plan on Global Warming and reduce total Multnomah County emissions of greenhouse gases.

2. To approve the formation of a Portland/Multnomah Steering Committee to provide recommendations for an update to the Local Action Plan on Global Warming.
3. The Sustainability Program shall support the overall efforts of the update and provide the Board of Commissioners with an updated Plan for review in 2008.

ADOPTED this 1st day of November, 2007.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

Ted Wheeler, Chair
Maria Rojo de Steffey, Commissioner, District 1
Jeff Cogen, Commissioner, District 2
Lisa Naito, Commissioner, District 3
Lonnie Roberts, Commissioner, District 4
Multnomah County Sustainability Program

SUBSTITUTE

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving Efforts to Develop an Update to the 2001 Portland Multnomah Local Action Plan on Global Warming, Including the Formation of a Citizen-Advisory Committee to Provide Recommendations for the Update

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County and the City of Portland have assumed leadership roles in working together to identify aggressive, prudent actions to reduce greenhouse gas emissions.
- b. In 2001, Multnomah County and the City of Portland adopted the Local Action Plan on Global Warming (Plan) to combat the threat of global climate crisis (Resolution No. 01-052). Due to this important step, Multnomah County and the City of Portland are **some** of the only U.S. jurisdictions to have kept their total greenhouse gas emission levels steady since 1990. This means that despite the region's population gain, per capita emissions are down **14%**. To date, Multnomah County government has decreased its operational greenhouse gas emissions by approximately **3%** below 1990 levels.
- c. Despite these impressive achievements, Multnomah County and the City of Portland have not reached our goals under the Plan and recognize that further efforts are necessary to decrease greenhouse gas emissions. No other issue threatens our planet with such dramatic, far-reaching impacts, and at the same time, many of the most promising solutions to global climate change are local initiatives.
- d. There is broad agreement in the scientific community that the current global climate change is due to human-caused greenhouse gas accumulations from fossil fuel use, agriculture, and land-use change. Carbon dioxide is the primary greenhouse gas that is produced when fossil fuels are burned to generate electricity and power our transportation systems.
- e. U.S. and global annual temperatures are now approximately 1.0 degrees F warmer than at the start of the 20th century, and the rate of warming has accelerated over the past 30 years, increasing globally since the mid-1970s at a rate approximately three times faster than the century-scale trend. The past nine years have all been among the 25 warmest years on record for the contiguous U.S., a streak which is unprecedented in the historical record.
- f. Most of the consequences of global climate change will probably result from one of three physical changes: sea level rise, higher local temperatures, and changes in rainfall patterns. By the end of this century, average global temperatures could rise 11.5 degrees Fahrenheit; sea level could rise two to six feet; many glaciers and summer ice caps could

SUBSTITUTE

disappear entirely; and extreme weather patterns like drought, wild fires, floods, and hurricanes will likely be more prevalent. It is estimated that over 40% of species could go extinct.

- g. In the Pacific Northwest, new regional climate models show we should expect warmer, wetter winters and hotter summers. The affect on our economy could be substantial due to winter flooding, summer droughts, loss of shoreline, forest fires, diminished fish habitat, retreating glaciers, decreased snow pack, and increased disease vectors. Agriculture, fisheries, hydropower, forestry, tourism, and social service providers can expect to be impacted.
- h. The World Health Organization and the UN Intergovernmental Panel on Climate Change estimate that projected climate change-related exposures are likely to affect the health status of millions of people, particularly poor and vulnerable communities, due to increased exposure to extreme weather conditions, food access, infections disease vectors, and mass migration.
- i. In 2006, the Stern Report commissioned by the British government concluded that taking action now to avoid the worst effects of global climate change would cost 1% of global gross domestic product and the failure to act now could cost the global economy 20 times that amount. The report estimates that slowing carbon emissions could bring great savings to the world economy, possibly in the range of \$2.5 trillion a year.
- j. Multnomah County and the City of Portland have enjoyed huge benefits from the Plan: less tax money spent on energy, more convenient transportation, a greener county, and expertise in energy efficiency that is helping local businesses win contracts worldwide.
- k. The State of Oregon has set a goal to arrest increases on greenhouse gas emissions by 2010; achieve 10% emission reductions below 1990 levels by 2020; and achieve 75% emission reductions below 1990 levels by 2050. In addition, the state has established a Global Warming Commission for examining cap and trade systems, for developing an educational strategy on global warming issues, for tracking global warming impacts on Oregon and other issues.
- l. Efforts to update the Plan support the county's adopted Sustainability Principles (Resolution No. 04-019) which state that Multnomah County has a responsibility to future generations to prevent negative impacts to the natural environment, recognizing future generations will inherit the consequences of our decisions.

The Multnomah County Board of Commissioners Resolves:

- 1. To continue its leadership role with the City of Portland to combat global climate change by developing an update to the 2001 Portland Multnomah Local Action Plan on Global Warming and reduce total Multnomah County emissions of greenhouse gases.

SUBSTITUTE

2. To approve the formation of a Portland/Multnomah Steering Committee to provide recommendations for an update to the Local Action Plan on Global Warming.
3. The Sustainability Program shall support the overall efforts of the update and provide the Board of Commissioners with an updated Plan for review in 2008.

ADOPTED this 1st day of November, 2007.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

Ted Wheeler, Chair
Maria Rojo de Steffey, Commissioner, District 1
Jeff Cogen, Commissioner, District 2
Lisa Naito, Commissioner, District 3
Lonnie Roberts, Commissioner, District 4
Multnomah County Sustainability Program



Global Warming Progress Report

PROGRESS REPORT **ON THE** **CITY OF PORTLAND AND MULTNOMAH COUNTY** **LOCAL ACTION PLAN ON GLOBAL WARMING**

November 2007



Jeff Cogen, County Commissioner
 Kathleen West, Sustainability Manager
 Multnomah County Sustainability Program
 501 SE Hawthorne Boulevard, 4th Floor
 Portland, OR 97214
www.co.multnomah.or.us/dbcs/sustainability



Erik Sten, City Commissioner
 Susan Anderson, Director
 Office of Sustainable Development
 721 NW 9th Avenue #350
 Portland, OR 97209
www.portlandonline.com/osd

Portland and Multnomah County Make Substantial Progress, Yet Achieving Goals Remains a Significant Challenge

In 1993, Portland became the first local government in the United States to adopt a plan to address global warming. In 2001, Multnomah County joined the City of Portland in adopting a revised plan, the Local Action Plan on Global Warming, outlining more than one hundred short- and long-term actions to reduce greenhouse gas emissions 10 percent below 1990 levels by 2010. To place this goal in context, total greenhouse gas emissions in the U.S. are now 17 percent above 1990 levels, and the target for the U.S. under the never-ratified Kyoto treaty is to reduce greenhouse gas emissions seven percent below 1990 levels by 2010. Although the County and the City were among the very first local governments in the nation to address greenhouse gas emissions, the mounting scientific evidence on the increasingly rapid rate of the change in the climate demands that the County and City now act with a bold new sense of urgency.

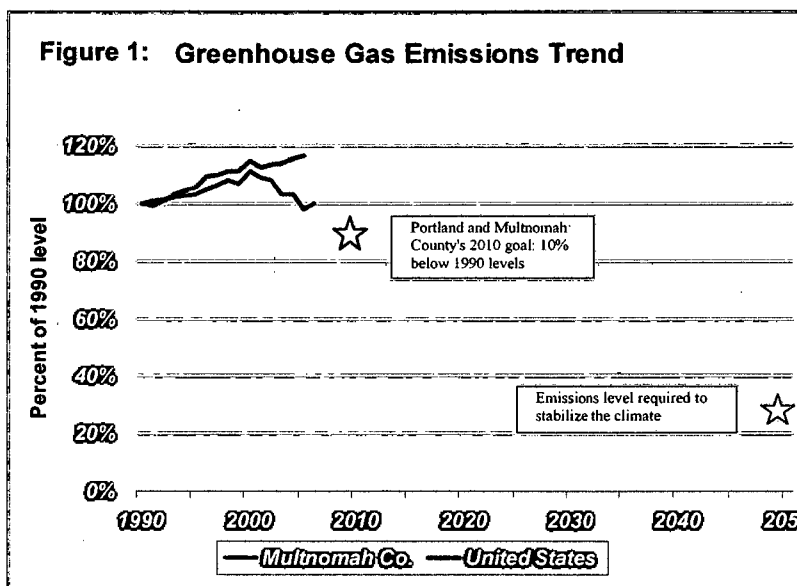
It is important to note that the City and County have made substantial progress in carrying out the goal of the Action

Plan, and local emissions have begun to drop, sharply countering the national trend. Despite rapid population and economic growth, total local greenhouse gas emissions in 2006 were less than one percent above 1990 levels (see Figure 1). On a per capita basis, emissions have fallen by 14 percent, an achievement likely

unequaled in any other major U.S. city. Similarly, total greenhouse gas emissions from the County's internal operations in 2006 were 8 percent lower than its 2001 emissions.

These accomplishments are the result of a diverse array of efforts by public agencies, businesses, non-profit organizations and local residents. Successes include:

- A 90 percent increase in public transit use since 1990.



DRAFT – November 1, 2007

- The addition of two major light rail lines and the Portland Streetcar.
- A recycling rate of 63 percent, among the highest in the nation.
- 150 high-performance (LEED) green buildings completed or underway.
- Planting more than 750,000 trees and shrubs since 1996, improving the quality of local waterways as well as absorbing carbon dioxide from the atmosphere.
- The weatherization of 35,000 multifamily units since 1990.
- The establishment of the Energy Trust of Oregon and consistent funding for energy-efficiency and renewable energy programs.
- A quadrupling of bicycle commuting to 4.4 percent, the highest among large U.S. cities and more than eight times the national average.
- Passage of a statewide Renewable Energy Standard, requiring that 25 percent of all electricity be produced from renewable resources by 2025 and 5 percent by 2011.
- Implementation of a local Renewable Fuel Standard, requiring that all diesel sold in Portland include at least five percent biodiesel and all gasoline include at least 10 percent ethanol.
- The highest hybrid-vehicle registration rate in the U.S.

These and other successes build on the critical foundation of Oregon's landmark land-use, transportation and community planning. Continued commitment to these strategies is essential to reducing local greenhouse gas emissions in the long run.

Achieving the City and County 2010 goal of 10 percent below 1990 levels remains a significant challenge, and it is important to recognize that even this goal is only the first step in addressing global climate change. The Intergovernmental Panel on Climate Change estimates that emissions must decrease by 50 to 85 percent over the next 40 years to stabilize the climate. Portland and Multnomah County's efforts are a noteworthy accomplishment and represent a significant departure from the national trend, but these efforts must accelerate dramatically if we are to confront successfully the full magnitude of climate change.

Trends and Highlights, 1990 - 2007

Implementation of the Local Action Plan on Global Warming is led by the Portland Office of Sustainable Development (OSD) and the Multnomah County Sustainability Program. The current climate-protection plan identifies six focus areas: policy, buildings, transportation, renewable energy, solid waste, and forestry. Highlights and general trends for each of the focus areas follow.

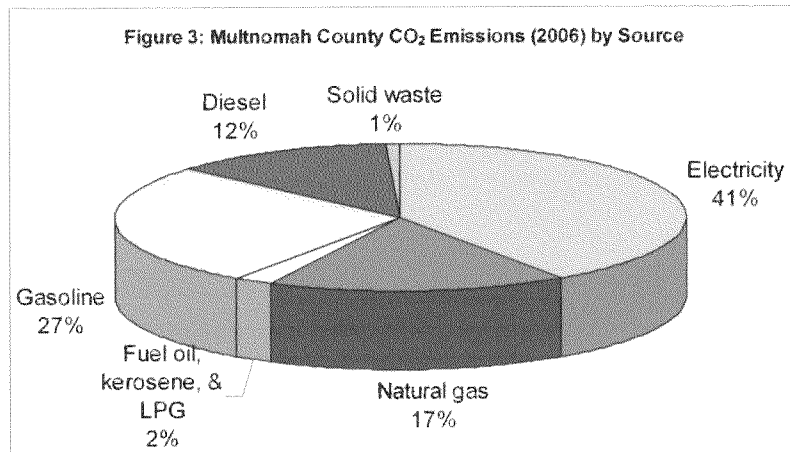
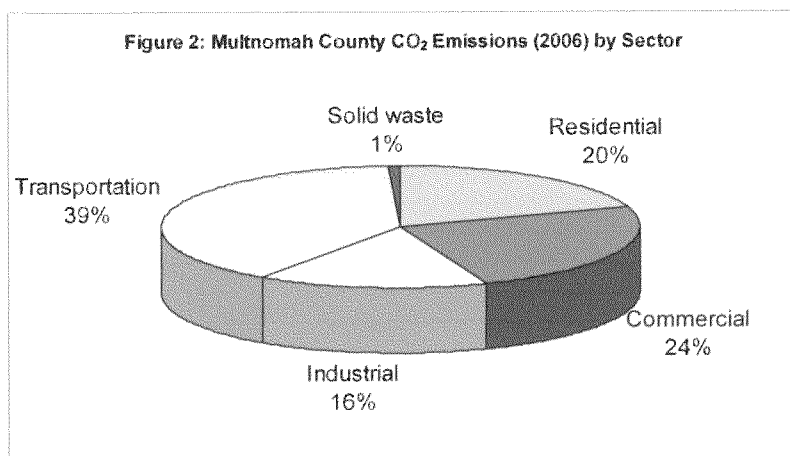
I. Policy, Research, and Education

In the two years since the last progress report, global warming has arrived as a major policy issue in city halls and state capitols across the U.S. More than 600 mayors have signed the U.S. Mayors' Climate Agreement, an effort initiated by the City of Seattle with support from Portland Mayor Tom Potter.

The climate-protection plan has three objectives for research and education:

- Monitor local greenhouse gas emissions.
- Educate government employees, local leaders, and community members on the challenge of global warming.
- Advocate for national action on global warming.

Portland has inventoried greenhouse gas emissions since 1990, allowing careful tracking of



emissions trends. As Figures 2 and 3 illustrate, these data show the major sources of the area's greenhouse gas emissions (e.g., electricity generation, gasoline use, natural gas use) as well as the consumers of those sources (e.g., the transportation, commercial, and residential sectors).

Education on global warming has also increased steadily over the last two years. At the City and County level, employees learn about energy efficiency and greenhouse gas reduction strategies through

interoffice communications and training sessions. At the community level, Portland has emerged as a national laboratory for global warming education and action. Many local

neighborhoods, advocacy groups, religious organizations and businesses have educated their members on the science of global warming and steps to mitigate this change in climate.

Though the federal government has taken exceedingly modest steps to address global warming, international cooperation continues to grow. Portland and Multnomah County have established an international reputation as leaders among North American communities in this respect, and efforts here have inspired and informed similar initiatives in cities in Europe, Asia, Australia, South America, and Africa.

II. Energy Efficiency and Green Building

Energy-efficiency activities have made solid progress since 2000, with per capita building energy use declining eight percent.

Much of this success is the result of the institutional foundation of the Energy Trust of Oregon. Created as a result of Oregon's electricity-restructuring legislation, the Energy Trust administers energy efficiency and renewable energy programs for customers of Portland General Electric, Pacific Power, and Northwest Natural, the energy utilities that serve Multnomah County and the City of Portland. Since its founding in 2003, the Energy Trust has provided energy-efficiency incentives to hundreds of local businesses and over 15,000 households in Multnomah County, generating millions of dollars in savings for local businesses and residents.

City partnerships with the Climate Trust, Energy Trust, Multnomah County, and the Oregon Department of Energy have brought about improved energy efficiency in 10,000 multifamily units in 2003, the most in any single year since Portland's program began in 1986. An innovative agreement between Portland and the Climate Trust enabled OSD to provide energy-efficiency services to developers and property owners in exchange for the Climate Trust receiving title to the resulting carbon offsets.

Energy efficiency has also achieved considerable success as a core element of green building, an emerging field in which Portland has established itself as a national leader. In 2000, OSD launched a program that offers technical assistance, education, and financial incentives for green building to the design, development and building communities and the general public. Since 2001, this type of technical and financial assistance by the City has affected more than 750 local buildings.

In 2005, the City strengthened its green building policy, requiring that all new City-owned buildings meet LEED Gold requirements. Green building requirements also now extend to improvements to existing City-owned buildings as well as all private developments that

receive public financing.

In its own operations, the City has cut energy use by more than 20 percent and now saves \$2.6 million each year in utility costs. The City completed converting its traffic signals to highly efficient LED bulbs eight years ahead of target, an improvement that saves the City almost five million kWh per year and over \$500,000 annually in energy and maintenance costs. The success led to partnerships among OSD, the Energy Trust and the Northwest Energy Efficiency Alliance to assist other Oregon government agencies in installing LED traffic signals, a technological improvement that reduces energy use by 80 percent.

Multnomah County's energy program also has achieved several notable successes. In 2002, the Chair's Office adopted an executive rule on energy conservation standardizing best energy-management practices countywide. This rule established energy performance standards for a diverse array of energy-using equipment and practices for lighting, heating and cooling, appliances, and personal computers. The energy program also increased Multnomah County's renewable energy commitments while staying within budget limitations. This was achieved through reduced renewable power costs as well as donations from the Willamette Light Brigade to light Multnomah County bridges with renewable power. Most recently, the County adopted high-performance, green building criteria for all County building construction projects.

III. Transportation, Telecommunications, and Access

Sensible land use and transportation planning has been a hallmark of the Portland area for several decades. With a successful and growing public transit network, walkable neighborhoods, and a long-term vision of managed growth, Portland addresses its transportation challenges from a position that most large American cities can only envy.

State and local land-use policies provide a critical foundation for successful community development and efficient transportation, and Portland's planning efforts have contributed greatly to a community that thrives while minimizing greenhouse gas emissions. The City's first Downtown Plan and Comprehensive Plan emphasized creating walkable places that encouraged access by transit. The City has continually expanded its efforts in this area, working with Metro and the Region 2040 Framework Plan.

In the last five years, transportation infrastructure has leapt ahead, and citizens and businesses are showing signs of changing their behavior as well. Portland's central city streetcar made its debut in 2001, and TriMet's light rail lines to the airport and to North Portland opened in 2001 and 2004, respectively. Construction is currently underway on two additional light-rail lines, the Portland Mall and I-205 routes, which are scheduled to open in 2009.

Bicycle use has grown dramatically, increasing by double digit figures in each of the last three years and increasing five-fold since 1990. In summer 2007, bicycles accounted for 11 percent of all vehicle traffic over the bridges into downtown Portland, and 4.4 percent of Portland workers commuted by bicycle in 2006, a figure that is more than eight times the national average.

Nevertheless, transportation continues to account for close to 40 percent of local greenhouse gas emissions. To reduce transportation emissions, the City and County must provide local residents and businesses with the infrastructure and incentives to get out of their cars.

Portland's Transportation Options Program addresses this need directly, using incentives, mass marketing and grassroots outreach to educate Portland businesses and residents about alternatives to driving alone. One component of these efforts is the Smart Trips program, an individualized marketing effort targeting households in neighborhoods with a variety of transportation choices. In the first three target areas, the program has reduced trips by an average of 8 percent.

These efforts and successes coincide with continued improvements to transit, bicycling and walking infrastructure.

Portland and Multnomah County have made changes in their own vehicle fleets as well. Portland has purchased nearly 50 highly fuel-efficient hybrid vehicles since 2001, and diesel vehicles now run on a 50 percent biodiesel blend, with 80 Water Bureau vehicles running on a 99 percent biodiesel blend. In addition, Multnomah County has purchased five hybrid vehicles since 2001 and has converted its diesel fuel to B20 biodiesel.

IV. Renewable Energy Resources

The Action Plan sets aggressive goals for renewable resources, including instructing City government to acquire 100 percent of the energy used for municipal operations from renewable sources like wind and solar power by 2010.

To meet this target, Portland added to its existing renewable energy resources, which include hydroelectric turbines in its drinking water reservoir system and microturbines powered by waste methane from the Columbia Boulevard Wastewater Treatment Plant. The City's Bureau of Environmental Services is in the process of installing two large turbines, totaling 1.7 megawatts, to utilize the remaining biogas at the treatment plant. The City has also installed a small wind turbine at PDOT's Sunderland Recycling Facility and solar installations at several fire stations. The City is currently in discussions with a few private companies and public entities to provide the City with enough renewable energy to meet all of City

government's needs.

Multnomah County has recently made progress towards supporting renewable energy resources by purchasing five percent of its electricity from renewable sources and by issuing a Request for Proposals to develop 1 million kWh per year of solar power on County-owned facilities.

Renewable energy has made steady progress in the broader community as well. Portland General Electric and PacifiCorp rank second and fourth, respectively, in a recent national survey of utility green power suppliers, and about 12 percent of the utilities' Portland customers now purchase green power.

V. Waste Reduction and Recycling

Portland has long been a leader in waste prevention and recycling. Portland's recycling system is one of the most effective in the nation. It offers universal residential coverage, requires businesses to develop plans to recycle a minimum of 50 percent of their waste and diverts 63 percent of the city's total waste from landfills.

Portland's most significant new waste initiative is a voluntary commercial food waste collection program. On the County side, an innovative resource management contract was established to create incentives for waste haulers to increase recycling recovery rates within Multnomah County facilities. County government buildings currently recycle an average of 40 percent of their solid waste, and the County recently adopted an innovative Waste Prevention and Recycling Plan to further reduce waste.

Through OSD's Recycle at Work business-assistance program, recycling participation among businesses is increasing and firms are using more sustainable practices. OSD is also working to boost an already high rate of residential recycling by focusing on low-participating neighborhoods and apartment buildings. Results indicate continuous improvements on both the commercial and residential sides.

VI. Forestry and Carbon Offsets

The Action Plan sets goals for the City to plant trees, develop wood purchasing policies to reduce old-growth timber consumption and to better quantify and value the benefits of urban forestry. In 2007, the City issued a report that estimated the structural value of the entire urban canopy at nearly \$5 billion and found that the existing urban forest sequesters nearly 90,000 tons of carbon dioxide annually. The City continues to pursue an aggressive tree planting policy.

The Next Generation of Climate Protection

Portland and Multnomah County have made respectable progress in carrying out the Local Action Plan on Global Warming. Efforts since 1990 span virtually all local government agencies as well as a lengthy list of community, regional and state partners. Overall emission trends are encouraging, but local efforts must accelerate quickly in the near future if Portland is to make a significant contribution to the global effort to reduce emissions.

Since the previous global warming progress report in 2005, the landscape surrounding climate-protection efforts has shifted dramatically. The European Union and other signatories to the Kyoto Protocol have put into place serious national efforts to reduce emissions. In the U.S., awareness at the individual level has continued to climb, as has support for efforts by states and cities to reduce emissions. The role of the federal government in addressing climate change is likely to be a significant issue in the upcoming national elections.

In charting a course toward Portland and Multnomah County's next climate policy, consideration must be given to larger efforts that inform and create opportunities for the city and county.

These include:

- State of Oregon Greenhouse Gas Reduction Strategy
- Western Climate Initiative
- U.S. Mayors Climate Protection Initiative
- Clinton Climate Initiative, an effort focused on 40 of the world's largest cities and an additional 13 innovative climate-protection "affiliate" cities, including Portland
- Potential federal global warming legislation
- Aggressive and far-sighted climate-protection plans and public awareness campaigns from London, New York City, Vancouver BC, San Francisco, Seattle, and dozens of other cities around the world

At the same time, a variety of local efforts have recently concluded or are currently underway that provide important input to a new climate-protection plan. Specifically:

- visionPDX, which establishes a vision for Portland in 2030 based on values of community connectedness, equity, and sustainability.
- Recommendations the Peak Oil Task Force provided to City Council in March 2007, outlining ways to reduce dependence on fossil fuels and minimize the disruptiveness of the anticipated rise in energy prices.
- The Portland Plan, a new comprehensive plan to guide the city's growth and develop-

DRAFT – November 1, 2007

ment over the next 30 years, addresses sustainability as one of the Plan's major issues.

- The Portland Recycles! Plan, which establishes a goal of recycling 75 percent of all solid waste and identifies implementation strategies to achieve the waste reduction and recycling goals.
- Implementation of the Urban Forest Action Plan.
- A proposed transportation funding package to support street safety and maintenance, which will likely include a gas tax.

Achieving the 2010 emission reduction target of 10 percent below 1990 levels remains an ambitious goal. However, with persistence, coordination and innovation, Portland, Multnomah County and our many partners can serve as a model community that thrives, environmentally and economically, while addressing the challenge of climate change.

Appendix 1: Multnomah County Greenhouse Gas Emissions, selected years 1990 to 2006

Total emissions (metric tons CO₂ equivalent)

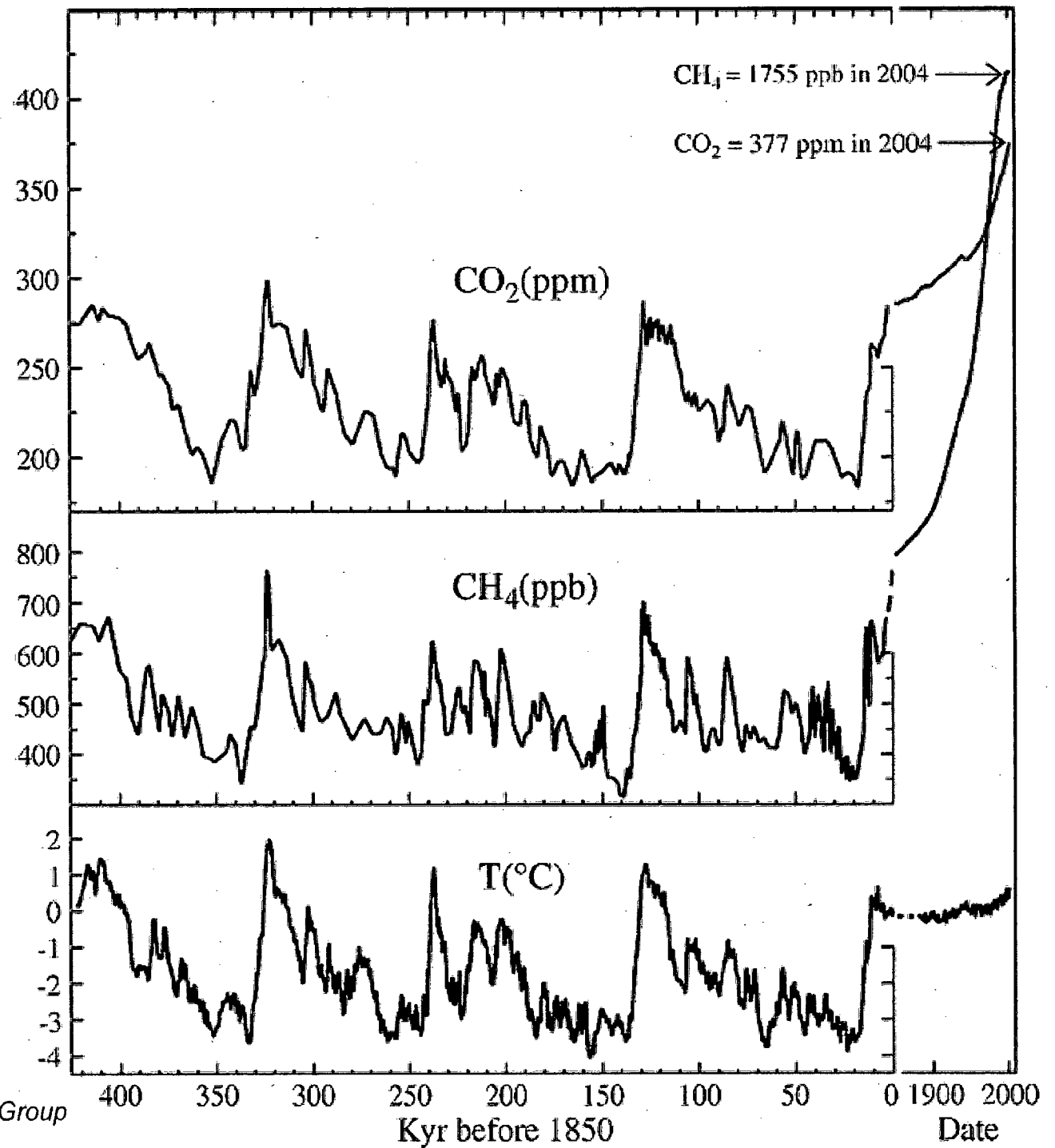
	1990	1995	2000	2001	2002	2003	2004	2005	2006
Residential	1,952,165	1,938,706	2,221,531	2,209,675	2,159,970	2,010,703	2,037,766	1,899,011	1,953,484
Commercial	2,078,620	2,244,684	2,624,202	2,624,705	2,519,282	2,381,057	2,463,967	2,300,247	2,361,502
Industrial	1,697,884	1,937,642	2,133,629	2,009,633	1,797,034	1,593,667	1,601,094	1,507,629	1,541,915
Transportation	3,793,150	3,732,348	3,714,505	3,678,057	3,946,193	3,916,000	3,886,256	3,768,574	3,848,065
Waste	262,009	249,979	162,424	141,441	142,734	164,681	86,084	91,441	87,482
TOTAL	9,783,828	10,103,359	10,856,291	10,663,511	10,565,213	10,066,108	10,075,167	9,566,902	9,792,448
% change from 1990		3.3%	11.0%	9.0%	8.0%	2.9%	3.0%	-2.2%	0.1%
% change from 2000			0.0%	-1.8%	-2.7%	-7.3%	-7.2%	-11.9%	-9.8%

Emissions calculated using STAPPA/ALAPCO and ICLEI's Clean Air and Climate Protection Software developed by Torrie Smith Associates Inc.

Per capita emissions (metric tons CO₂ equivalent)

	1990	1995	2000	2001	2002	2003	2004	2005	2006
Residential	3.3	3.1	3.4	3.3	3.2	3.0	3.0	2.8	2.9
Commercial	3.6	3.6	4.0	3.9	3.7	3.5	3.7	3.4	3.5
Industrial	2.9	3.1	3.2	3.0	2.7	2.4	2.4	2.2	2.3
Transportation	6.5	6.0	5.6	5.5	5.8	5.8	5.8	5.6	5.6
Waste	0.4	0.4	0.2	0.2	0.2	0.2	0.1	0.1	0.1
TOTAL	16.8	16.1	16.4	15.9	15.7	14.9	15.0	14.2	14.4
% change from 1990		-3.8%	-1.9%	-4.8%	-6.6%	-11.4%	-10.5%	-15.2%	-14.2%

**CO₂, CH₄ and estimated
global temperature
(Antarctic $\Delta T/2$
in ice core era)
0 = 1880-1899 mean.**



Source: Hansen, *Clim. Change*, **68**, 269, 2005.

Slide courtesy of UW Climate Impacts Group



Expected Impacts In Pacific Northwest

- 0.2-1.0 °F per decade
 - Only 1.5 °F over 20th century
- Wetter winters and drier summers
 - More rain, less snow
 - More winter runoff, less summer water
 - Year-to-year variability
- Forests threatened: fires, pests, disease
- Coastal flooding and erosion

Eliot Glacier, Mt. Hood



1901 photo of Eliot Glacier, north side of Mt. Hood

By Harry Fielding Reid



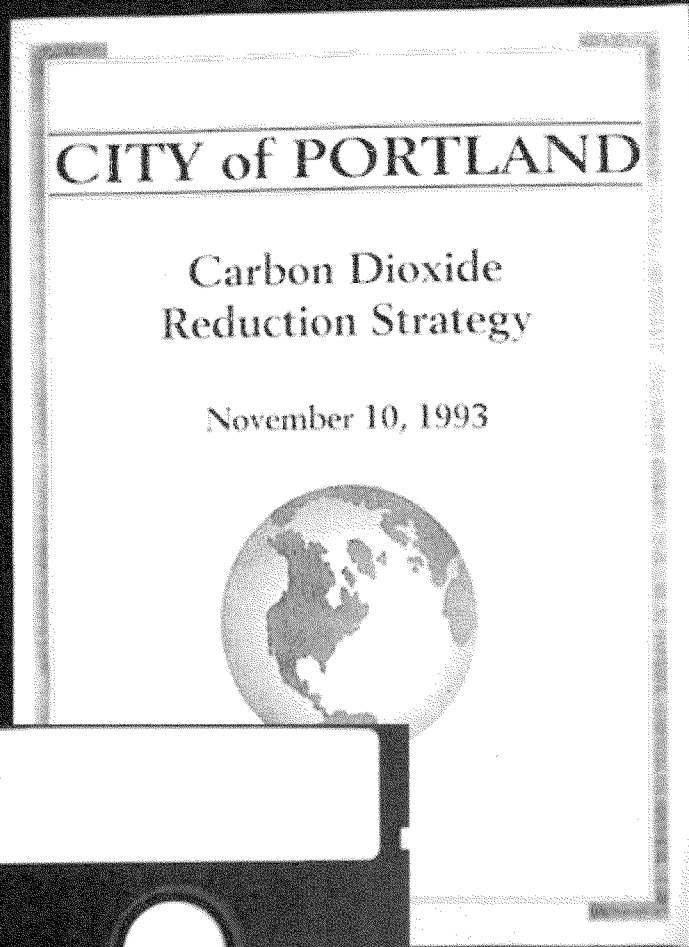
2006 photo of Eliot Glacier

By Darryl Lloyd

July 1901

July 2006

(Photo Courtesy of Mazamas)



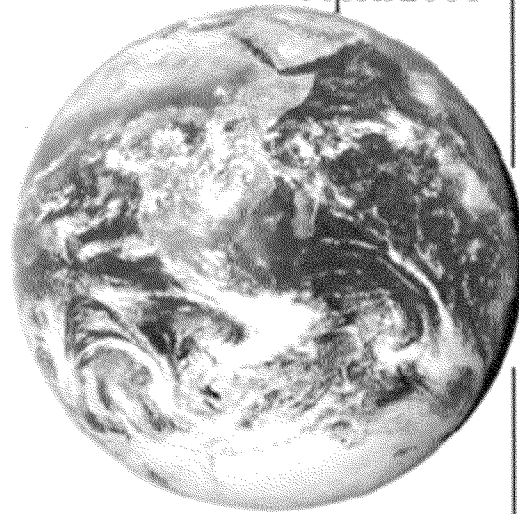
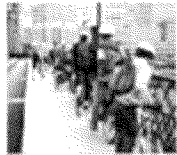
1993 Strategy

- Technical analysis
- Public involvement
- Objectives related to:
 - Transportation
 - Energy efficiency
 - Renewable energy sources
 - Waste reduction & recycling
 - Forestry & carbon offsets



Local Action Plan on GLOBAL WARMING

April 2001



City of Portland &
Multnomah County

Erik Stein, City Commissioner
Susan Anderson, Director

Office of Sustainable Development

1120 SW 5th Ave., Room 706
Portland, OR 97204
503.823.7222

www.sustainableportland.org

Bill Farver, Interim County Chair
Maria Rago de Sertley, Director

Department of Sustainable
Community Development

501 SE Hawthorne Blvd., Suite 320
Portland, OR 97214
503.988.5000

www.co.multnomah.or.us/dscd

Revised plan
assessed progress
and adds emphasis
on education

Goal: 10% below
1990 levels by 2010



Local policies related to global warming

- 1973 Oregon Senate Bill 100
- 1979 and 1990 Energy Policies
- 1980 Portland Comprehensive Plan
- 1992 Recycling and Waste Reduction Strategy
- 1993 CO₂ Reduction Strategy
- 2000 Green Building Policy
- 2001 Local Action Plan on Global Warming
(major revision to CO₂ Reduction Strategy)
- 2006 Renewable Fuel Standard
- 2007 Peak Oil Task Force recommendations
- 2008 Proposed new green building policy
- 2008 Proposed new climate-protection plan

Land Use and Transportation Planning

City of Portland
Office of Sustainable Development

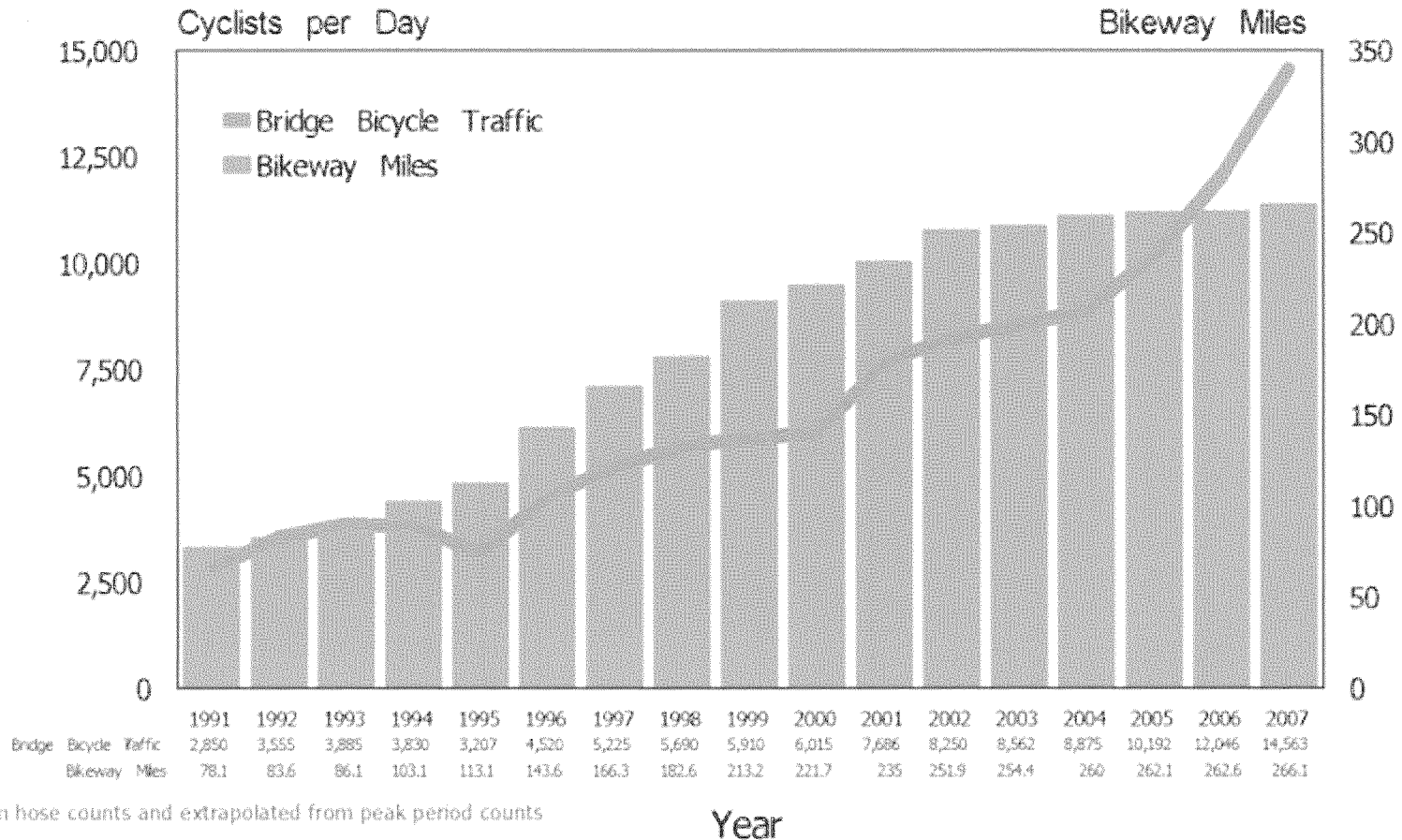


(Photo courtesy of Portland Development Commission)





Combined Bicycle Traffic over Four Main Portland Bicycle Bridges Juxtaposed with Bikeway Miles



Portland's Bikeway Network increased 240% between 1991 and 2007. During that same period, the number of bicycle riders daily crossing the four main bicycle bridges in Portland increased 410%. This increase was especially noticeable on the Broadway, Hawthorne, and Steel Bridges, where combined daily ridership went from 2,115 in 1991 to 13,238 in 2007. During this period, the bikeway network feeding these bridges was greatly improved, as were facilities on the bridges themselves.



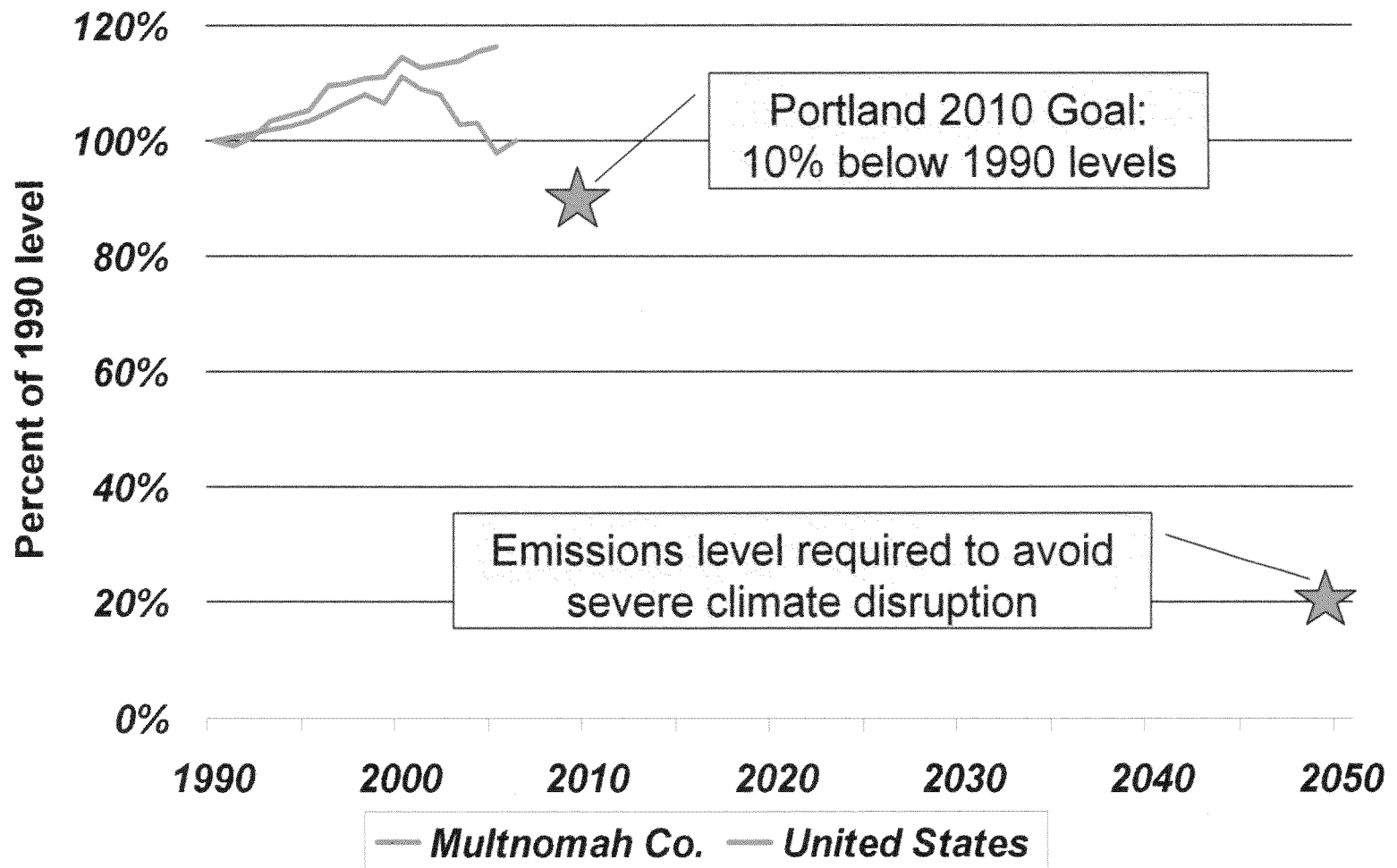
Accomplishments Since 1990

- Most green buildings in US (LEED)
- Highest per capita hybrid ownership in US
- Transit ridership up 85%
- Bike trips over bridges quintupled
- Vehicle miles traveled decreased 7% per capita
- Gasoline sales down 13% per capita
- Household energy down 5% per capita
- City energy-efficiency projects saving \$2.6M/yr
- Recycling rate more than tripled



Accomplishments

Greenhouse gas emissions trend





Lost potential in energy dollars

- Portland residents and businesses spend \$1.2 billion annually on energy
- Of energy used in Portland buildings, 80% is from fossil fuels
- Oregon imports 100% of its petroleum and has no refineries
- Oregon imports 100% of its natural gas
- >40% of Oregon's electricity is from coal



Quality of life matters



BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 07-173

Approving Efforts to Develop an Update to the 2001 Portland Multnomah Local Action Plan on Global Warming, Including the Formation of a Citizen-Advisory Committee to Provide Recommendations for the Update

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County and the City of Portland have assumed leadership roles in working together to identify aggressive, prudent actions to reduce greenhouse gas emissions.
- b. In 2001, Multnomah County and the City of Portland adopted the Local Action Plan on Global Warming (Plan) to combat the threat of global climate crisis (Resolution No. 01-052). Due to this important step, Multnomah County and the City of Portland are some of the only U.S. jurisdictions to have kept their total greenhouse gas emission levels steady since 1990. This means that despite the region's population gain, per capita emissions are down 14%. To date, Multnomah County government has decreased its operational greenhouse gas emissions by approximately 3% below 1990 levels.
- c. Despite these impressive achievements, Multnomah County and the City of Portland have not reached our goals under the Plan and recognize that further efforts are necessary to decrease greenhouse gas emissions. No other issue threatens our planet with such dramatic, far-reaching impacts, and at the same time, many of the most promising solutions to global climate change are local initiatives.
- d. There is broad agreement in the scientific community that the current global climate change is due to human-caused greenhouse gas accumulations from fossil fuel use, agriculture, and land-use change. Carbon dioxide is the primary greenhouse gas that is produced when fossil fuels are burned to generate electricity and power our transportation systems.
- e. U.S. and global annual temperatures are now approximately 1.0 degrees F warmer than at the start of the 20th century, and the rate of warming has accelerated over the past 30 years, increasing globally since the mid-1970s at a rate approximately three times faster than the century-scale trend. The past nine years have all been among the 25 warmest years on record for the contiguous U.S., a streak which is unprecedented in the historical record.
- f. Most of the consequences of global climate change will probably result from one of three physical changes: sea level rise, higher local temperatures, and changes in rainfall patterns. By the end of this century, average global temperatures could rise 11.5 degrees

Fahrenheit; sea level could rise two to six feet; many glaciers and summer ice caps could disappear entirely; and extreme weather patterns like drought, wild fires, floods, and hurricanes will likely be more prevalent. It is estimated that over 40% of species could go extinct.

- g. In the Pacific Northwest, new regional climate models show we should expect warmer, wetter winters and hotter summers. The affect on our economy could be substantial due to winter flooding, summer droughts, loss of shoreline, forest fires, diminished fish habitat, retreating glaciers, decreased snow pack, and increased disease vectors. Agriculture, fisheries, hydropower, forestry, tourism, and social service providers can expect to be impacted.
- h. The World Health Organization and the UN Intergovernmental Panel on Climate Change estimate that projected climate change-related exposures are likely to affect the health status of millions of people, particularly poor and vulnerable communities, due to increased exposure to extreme weather conditions, food access, infections disease vectors, and mass migration.
- i. In 2006, the Stern Report commissioned by the British government concluded that taking action now to avoid the worst effects of global climate change would cost 1% of global gross domestic product and the failure to act now could cost the global economy 20 times that amount. The report estimates that slowing carbon emissions could bring great savings to the world economy, possibly in the range of \$2.5 trillion a year.
- j. Multnomah County and the City of Portland have enjoyed huge benefits from the Plan: less tax money spent on energy, more convenient transportation, a greener county, and expertise in energy efficiency that is helping local businesses win contracts worldwide.
- k. The State of Oregon has set a goal to arrest increases on greenhouse gas emissions by 2010; achieve 10% emission reductions below 1990 levels by 2020; and achieve 75% emission reductions below 1990 levels by 2050. In addition, the state has established a Global Warming Commission for examining cap and trade systems, for developing an educational strategy on global warming issues, for tracking global warming impacts on Oregon and other issues.
- l. Efforts to update the Plan support the county's adopted Sustainability Principles (Resolution No. 04-019) which state that Multnomah County has a responsibility to future generations to prevent negative impacts to the natural environment, recognizing future generations will inherit the consequences of our decisions.

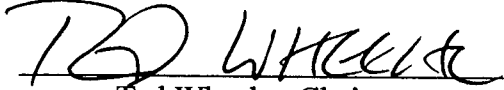
The Multnomah County Board of Commissioners Resolves:

1. To continue its leadership role with the City of Portland to combat global climate change by developing an update to the 2001 Portland Multnomah Local Action Plan on Global Warming and reduce total Multnomah County emissions of greenhouse gases.
2. To approve the formation of a Portland/Multnomah Steering Committee to provide recommendations for an update to the Local Action Plan on Global Warming.
3. The Sustainability Program shall support the overall efforts of the update and provide the Board of Commissioners with an updated Plan for review in 2008.

ADOPTED this 1st day of November, 2007.

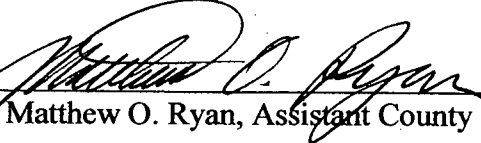
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON




Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

Ted Wheeler, Chair
Maria Rojo de Steffey, Commissioner, District 1
Jeff Cogen, Commissioner, District 2
Lisa Naito, Commissioner, District 3
Lonnie Roberts, Commissioner, District 4
Multnomah County Sustainability Program



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 11/01/07
Agenda Item #: R-3
Est. Start Time: 10:30
Date Submitted: 10/24/07

Agenda Title: **Project Homeless Connect**

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

Requested Meeting Date: 11/1/2007 Amount of Time Needed: 15 min
Department: Non-Departmental Division: Chair's Office
Contact(s): Tara Bowen-Biggs
Phone: (503)988-3953 Ext. 83953 I/O Address: 503/6
Presenter(s): Tara Bowen-Biggs Chair's Office, Kim Tierney Health Department, others (City of Portland)

General Information

1. What action are you requesting from the Board?

Briefing informing Board of results of September 18th Project Homeless Families Connect.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The City of Portland and Multnomah County adopted a 10-Year Plan to End Homelessness in 2005. Project Homeless Connect works to further the goal of increased community involvement in ending homelessness. Since our first Project Homeless Connect in January 2006, more than 1,900 volunteers have helped 2,350 homeless adults and families. Hundreds of local businesses and nonprofits donated employees, services and funding to help end homelessness in Multnomah County. Strategic partnerships have leveraged and coordinated hundreds of thousands of dollars in medical, dental, housing and other services. This briefing will give us a chance to recognize our partners and inform the board of the numbers served and types of services provided both by our own organization and by volunteers and business and community partners.

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

None.

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

None.

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

None.

Required Signature

**Elected Official or
Department/
Agency Director:**



Date: 10/24/07

Home Again

*A 10-year plan to end homelessness in
Portland and Multnomah County*



OREGON CONVENTION CENTER
SEPTEMBER 18, 2007

REPORT TO THE PORTLAND CITY COUNCIL AND
MULTNOMAH COUNTY BOARD OF COMMISSIONERS

GENERAL INFORMATION

The Project Homeless Connect Goal: Community Connection

Project Homeless Connect is part of a national movement to connect communities with innovative, new strategies to end homelessness. We have now hosted four Project Homeless Connect events, two events focused on homeless singles and two events focused on homeless families. The Portland Trail Blazers have invited Project Homeless Connect to participate in its November 12 Harvest Dinner event for the second year in row. In 2008, the Luis Palau Association is coordinating its planned festival at Waterfront Park with Project Homeless Connect. Project Homeless Connect provides a means for the community to become engaged in ending chronic homelessness. Project outcomes are driven by the overarching goals of the Project Homeless Connect:

Goals

Outcomes

Inspire the community to help end homelessness.

**2328 volunteers
62 participating agencies**

Build partnerships to increase resources available to end homelessness.

**34 local businesses have contributed
5950 meals contributed by the Portland Trail Blazers, NW Natural, Portland French Bakery, Stumptown Coffee and others
1991 medical and dental appointments provided by Providence Health Systems, Pacific University School of Optometry, OHSU, NW Medical Teams, Legacy Health Systems and others
Apparel and shoes from Nike
286 prescription glasses from LensCrafters
439 haircuts from Supercuts**

Connect people with services to help end homelessness

**3127 people served
3000 transit passes from Trimet
678 people received housing assistance
802 people received employment and benefits assistance
112 people received alcohol and drug treatment assistance
80 dogs, 9 cats, 2 ferrets and 1 rabbit received treatment from the Oregon Humane Society**

Project Homeless Connect: The 10-year Plan to End Homelessness

Project Homeless Connect engages the community to be a part of the effort to end homelessness in the City of Portland and Multnomah County.

Second Year Interim Report: Highlights of 10 Year Plan Successes

The first two and half years of implementing the 10 year plan to end homelessness have shown results that have greatly exceeded the original vision when we launched the effort in December 2004. We attribute the success to three critical components. One, we have strong providers who are doing great work with homeless people. Two, we have solid partnerships with Multnomah County, the Portland Development Commission, the Housing Authority and others that are contributing resources to help end homelessness. Three, the political will and commitment of Portland City Council and Multnomah County Commission to invest resources in the plan's strategies combined with effective management of those resources have been absolutely critical in surpassing our annual goals.

Percent of Goals Reached 2005 - June 2007

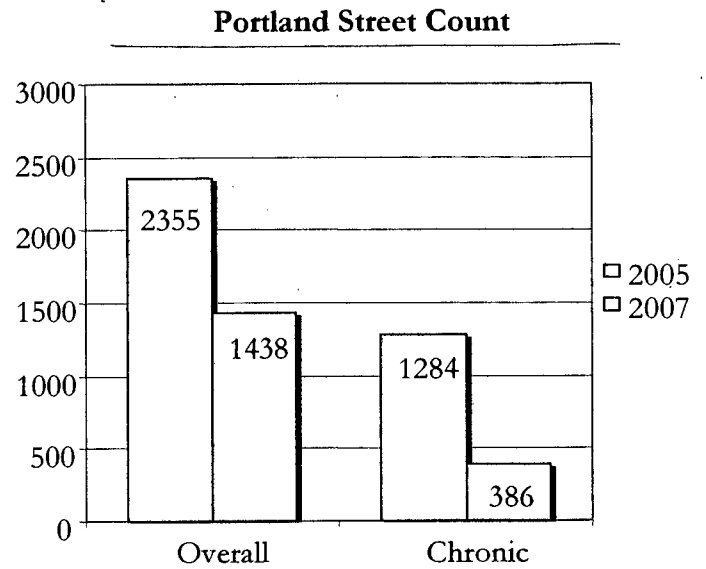
Outcome	2.5 Year Goal	Cumulative	% achieved
Chronically homeless who have homes	755	1260	167%
Families housed	625	1028	164%
(high resource using families)	223	400	179%
Permanent supportive housing opened*	260	480	185%
(added to pipeline)*	480	439	91%

2007 Results

- ❑ 221 chronically homeless people moved into permanent housing, more than 80% are still in housing
- ❑ 311 homeless families with children moved into permanent housing, including 58 high-resource families
- ❑ 191 households were prevented from becoming homeless through the provision of rent assistance

2005 & 2007 Street Count Data

The Street Count showed a 39% decrease in overall numbers of people who are homeless and sleeping outside. Additionally, we saw a 70% reduction in the number of chronically homeless people between January of 2005 and 2007.



THE SERVICES

The community, businesses and service agencies came together to provide needed services to Portland's homeless and to track and illustrate the great needs of people on our streets. The services included:

- Hot lunch, after-school snack and dinner
- Day-of legal assistance. Referrals for more complicated cases.
- Immunizations for Hepatitis, Pneumovax, and diphtheria
- Blood Pressure Screening
- Diabetes Screening
- Acute Medical Care
- Child Care
- Chiropractic Care
- Nutrition Counseling
- Acupuncture
- Podiatry care
- STD/HIV testing
- Family Planning
- Mental Health Counseling
- Massage
- Drug and Alcohol Addiction Counseling
- Domestic Violence Counseling
- Eye exams
- Reading glasses
- Lenses prescription
- Dental Care

Agency representatives from:

- Medicaid Health Insurance (Oregon Health Plan)
- Medicaid "waivered service" - assistance with personal care in the home, foster home, assisted living, or residential care facility.
- Food Stamps
- Medicare Part D enrollment as well as assistance with premiums for Medicare B
- Family Caregiver respite
- Veterans Administration
- Social Security

Housing Counseling

Employment assistance from:

- Veteran's Services
- Brookes Staffing
- Worksystems Inc.
- The Shoreline Employment Project
- Access to Building Trades and Customer Service Occupations

Personal packs and blankets

Hygiene items

Veterinary care, food, water for pets

BY THE NUMBERS

- 1,027 people were welcomed at PHC.
- Over \$200,000 was leveraged in donations, in-kind and services.
- 667 were adults.
- 578 volunteers came to help provide services.
- 110 reported living in short term shelter.
- 92 reported living with family or friends.
- 192 reported living on the outdoors.
- 206 had heard about the event through friend or family.
- 51 came from outside of Portland.
- 1,950 people were fed courtesy of the NW Natural, Portland French Bakery and several other private company donations.
- 96 were single females with dependants.
- 316 were single individuals.
- Child care provided assistance to over 60 kids.

Vision:

- 102 people served
- 43 people received eye exams.
- 51 people got vouchers to go downtown for an eye exam.
- 50 received Lenscrafters prescription eye-glasses, 51 received frames at the event
- 84 people received reading glasses

Legal:

- 64 clients were counseled
- 21 received assistance with criminal law
- 14 received family law assistance

Benefits:

- 33 veterans were counseled on benefits
- 60 people filled out applications for food stamps
- 27 people received Oregon IDs
- 7 received drivers licenses
- 271 clients total came through to inquire about Social Security Insurance, disability benefits, Oregon ID and various other programs.

Education:

- More than 60 kids were enrolled in Project Return.

Housing

- 132 clients were provided with housing information, assisted with housing searches and education.

Mental Health/Alcohol and Drug

- individuals referred to treatment
- 8 people received information and referral for alcohol/drug/substance abuse treatment.

Medical

- More than 200 people were received in the Medical section.
- More than 173 clients requested medical care, 27 clients were provided diabetic screening, and 57 clients received pedicures and podiatry.
- 28 people received acupuncture and 59 received chiropractic care.
- 27+ clients were provided diabetic screening.
- 19 people were screened for tuberculosis and 29 for HIV/ AIDs.
- 60 clients received pedicures and podiatry.
- 64 follow up medical appointments were provided through Multnomah County Health Department, OHSU, NARA, West Burnside Chiropractic Clinic, Wallace, Outside In and Legacy Health Systems.

Dental:

- 34 clients were provided with dental care on site and 57 follow-up dental appointments were provided.
- 57 follow-up dental appointments were provided through Multnomah County SE Dental Clinic the next day.

Pet Care:

- 40 animals were cared for, 29 of which received health exams.
- All animals received vaccines, and basic treatments for parasites and minor infections, clothing for the elements and resources for further assistance.
- Microchips, identification tags and Multnomah County Licenses were offered.
- Free collars, leashes, food and harnesses were also offered.

All animals were in excellent health and well tempered. Several of the clients were more interested in services to their companion animals than in going inside

to get services. The humans were strongly urged to go inside and take advantage of the things being offered.

Transportation

- 560 adults/children received bicycle helmets.
- 16 bicycles, 1 stroller and 1 wheelchair were repaired at the event.
- 22 people signed up for the Create-a-Commuter Program.

Exit

PSU Bookstore Bags with shampoo, soaps, fruit, bread, cookies, cotton socks, wool socks, washcloths, and towels. The Tzu Chi Foundation donated toothpaste, socks and 8 volunteers, some of whom stayed all day helping to give out the bags. Most of the give-aways were donated by the Tri-County Lodging Association, including over 14,000 soaps.

DATA ANALYSIS

Data is client self-reported gathered at Exit Interviews

Event Attendance	
Total Persons	1027
Adults	667
Dependents	360

Information based on Individual or Head of Household ONLY

Misc...

- * Approximately 1400 people were welcomed at PHC
- * More than 568 volunteers assisted
- * 1950 people were fed

Services	Self Reported	Area Reported
Haircuts	139	
Housing Information	132	
Eye Exams, Glasses	94	102*
Dental	92	70*
Medical	85	126
Diabetes Testing	29	100
Chiropractic	23	47
Acupuncture/Mass	26	72
Immunizations	13	44
HIV/Hep C Testing	10	25
Mental Health	6	10
Lead Testing	4	
Transportation	73	751*
ID/Driver's License	70	37*
Social Security/SSI	42	100
Food Stamps	32	60
Employment	33	
Legal Assistance	32	64*
Child Care	17	1
Domestic Violence	13	3
Financial Information	12	
Veterans Services	11	33
WIC	11	
Alcohol/Drug/Substance	8	
TANF	7	
Translation	6	
Medicaid	4	38
Other Services:		
Food (Lunch, Dinner)	91	
Clothing	26	
Phone	11	
Backpack	4	
Blanket	8	
School Information	7	
Puppet Show	2	

*Breakout of services available on page 2

Gender	Total
Female	234
Male	434
Refused/Null	11
Transgender (female to male)	1

Age Group	Total
0-18	15
19-25	63
26-51	438
52+	132
Refused/Null	32

Family Status	Total
Couple With No Children	3
Female Single Parent	96
Male Single Parent	13
Other	19
Single Individual	316
Two Parent Family	51
Non-custodial Caregiver(s)	2
Grandparent(s) and Child	1

Who told you about PHC?	Total
Friend/Family	206
Community Agency	144
Flyer	129
Case Worker	25
School	19

Area	Total
Beaverton	2
Gresham	18
Milwaukie	3
Oregon City	5
Other	22
Portland - Downtown	161
Portland - N	52
Portland - NE	102
Portland - NW	52
Portland - SE	130
Portland - SW	41
Clackamas	1

If children, which School District do they attend?	Total
Centennial	7
David Douglas	11
Other	37
Portland Public	68
Riverdale	1

Race	Hispanic/Latino	Not Hispanic	Refused/Null	Grand Total
American Indian or Alaska Native (HUD)	6	55	27	88
Asian (HUD)			2	2
Black or African American (HUD)	2	57	46	105
Native Hawaiian or Other Pacific Islander (HUD)	1	3		4
Other	6	2	8	16
Other Multi-Racial	1	1	2	4
Refused/Null	18	5	34	57
White (HUD)	9	218	177	404

Homeless?			
Housing Situation	No	Yes	Grand Total
Halfway House / Residential Treatment	25	65	90
Hotel / Motel / Boarding Room	8	11	19
Other	10	11	21
Outdoors (street, auto, public building)	2	190	192
Own apartment, room, house	48	2	50
Short Term Shelter	11	99	110
Someone else's apartment, room, house	20	72	92
Transitional Housing	29	37	66
Institution (Psychiatric, Hospital, Nursing Home)	1		1

* Legal	64
Criminal Law	21
Family Law	14
Housing	9
Consumer	8
Benefits	3
Personal Injury	3
Immigration	2
Small Claims	1
Will	1

* Vision	102
Full exams on-site (adult)	39
Full exams on-site (children)	4
Vouchers for off-site exams	51
Vouchers for glasses	50
Fitted for frames on-site	51
Reading glasses distributed	84
reading glasses	122

* Dental	70
On-site exams	20
Appointments scheduled	50

* ID/Drivers License	37
Oregon ID's	27
Drivers Licenses	7
Reinstatements	2
Renewal/Permit	1

* Transportation	751
Bike Helmets	560
Headlight/Tailight	20
Flashers	100
Create-a-communt	22
Bike Repair	16
Ways to Work	34
Tri-Met Tickets	1000

WHY WE DO WHAT WE DO

Volunteer Comments ...

"This was a wonderful project to be a part of. I was impressed with all of the services that were available. I would love to do this again or other projects that are similar." R.S. -Return Volunteer

"I thought the event was well planned and orchestrated. I am very impressed. It was a privilege to be one small part. I was particularly impressed with the recipients of this event and their demeanor and receptiveness I thought was very positive. Thank you Portland for the attitude and fortitude of being a part of the solution to helping end homelessness." J.M. -Return Volunteer

"This event was wonderful, as usual! The opportunity to interact with folks that I would not be able to on an every day basis was amazing. Everyone was very friendly and gracious and I really felt as if I was helping to make a difference in their lives. It was truly a rewarding experience." L.S. -Return Volunteer

Why We All Do It

"My daughter & I went to the event not knowing what to expect. She got her eyes checked and turns out she really needed glasses. Its made a difference for her in school." S.A. -NE Portland Resident

"I couldn't believe how much money was spent on me. It felt good to have someone care." M.A. -Downtown Resident

THE SPONSORS & PARTNERS

211info
Affordable Housing Now!
Alpenrose Dairy
American Medical NW
Aramark
blue Inc.
BMAC Photography
Brookes Staffing
Cascade AIDS Project
Cascadia Behavioral Health
Care
CASH Oregon
Central City Concern, Old Town
Clinic
Coalition for Homeless Families
Coalition of Community Health
Clinics
Community Alliance of Tenants
Community Cycling Center
Deluxe Ice Cream Co.
dwa, inc.
Event Power & Lighting
Fred Meyers Corp.
Goodwill Industries
Hands On Greater Portland
Homeless Youth Continuum
Housing Authority of Portland
Housing Connections
Human Solutions
JOIN
Josiah Hill
Legal Aid Services of Oregon
Lenscrafters
Medical Teams International
Mercy and Wisdom Healing
Center
MercyCorps NW
Native American Rehabilitation
Association
New Seasons Markets
NW Natural
NW Pilot Project

Oregon Action
Oregon Advocacy
Center
Oregon Convention
Center
Oregon Department
of Motor Vehicles
Oregon Employment
Department
Oregon Health
Sciences University
Oregon Health
Division
Oregon Humane
Society
Oregon Hunger Relief
Task Force
Oregon Law Center
Oregon State
Department of
Human Services
Oregon Vocational
Rehabilitation
Outside In
Pacific University
School of Optometry
PCC Capital Career
Center
Portland French
Bakery
Portland Public
Schools
Portland State
University Book Store
Providence Health
Systems
Recovery Association
Project & Recovery
Homes of OR
Resers
Salvation Army
Sisters of the Road

SE Works
Social Security Administration
Southwest Community Clinic
State of Oregon
Stash Tea
Streetroots
Stumptown Coffee
Supercuts
The Beehive
The ODS Companies
Title Wave Books
Tri-County Lodging Association
Transition Projects, Inc.
Trimet
Trauma Nurses Talk Tough
Tzu Chi Foundation
United Way
US Interagency Council on
Homelessness
Veterans Administration
Wallace Medical Concern
West Burnside Chiropractic
Care
Worksource Portland Metro
East
Worksource Portland Metro
North
Worksource Portland Metro Old
Town
Worksystems Inc.

PLANNING TEAM MEMBERS

HONORARY:

PORTLAND MAYOR TOM POTTER
MULTNOMAH COUNTY CHAIR TED WHEELER
PORTLAND CITY COMMISSIONER ERIK STEN

RUTH BENSON, CITY OF PORTLAND
MARY CARROLL, OFFICE OF CITY COMMISSIONER ERIK STEN
TARA BOWEN-BIGGS, OFFICE OF COUNTY CHAIR TED WHEELER

Ellen Bartholomew, Multnomah County
Hunter Belgard, City of Portland
Becky Blumer, Hands On Portland
Paul Carlson, U.S. Interagency on Homelessness
Robert Cramer, Citizen Volunteer
Don Gertz, Multnomah County
Monica Goracke, Oregon Law Center
Mariam Jacobi, Portland Impact
Kristin Kane, Cascade Aids Project
Tiffany Kingery, Multnomah County
Mary Li, Multnomah County
Seth Lyon, Multnomah County
Jen Matheson, 211Info
Kalli McCulloch, United Way
Brian McDonnell, Citizen Volunteer
Mike Miles, Oregon Convention Center
Susan Montgomery, Multnomah County
Clover Mow, Worksystems, Inc.
Martha Murray, Multnomah County
Mike Oswald, Multnomah County
Denise Reidl, Super Cuts
Rochelle Rosenberg, Citizen Volunteer
Marshall Runkel, City of Portland
Chris Smith, Citizen Volunteer
Dena Speer, Citizen Volunteer
Kim Tierney, Multnomah County
Jennifer Tomasku, Multnomah County
Mario Villavicencio, Multnomah County



Families Project Homeless Connect Report to City Council



PROJECT
HOMELESS
CONNECT

Portland, Oregon
November 1, 2007

Project Homeless Connect By the Numbers...



- Over **1,000** people were welcomed.
- More than **200** people were treated in medical
- **139** participants received haircuts
- **560** bicycle helmets were distributed
- **192** self reported as living outdoors
- **568** volunteers assisted participants
- Over **300** people received haircuts
- **70** people were served in Dental
- **122** reading glasses were distributed
- **64** people received legal assistance
- **15** people completed initial intake with Brook Staffing temporary services

New Services at the Event

- **Family Portraits:** over 3,000 photos taken.
- **Brooks Staffing:** 15 job interviews at the event.
- **Bicycle repair & helmets:** 16 bicycles, 1 stroller & 1 wheelchair were repaired and 560 helmets distributed.





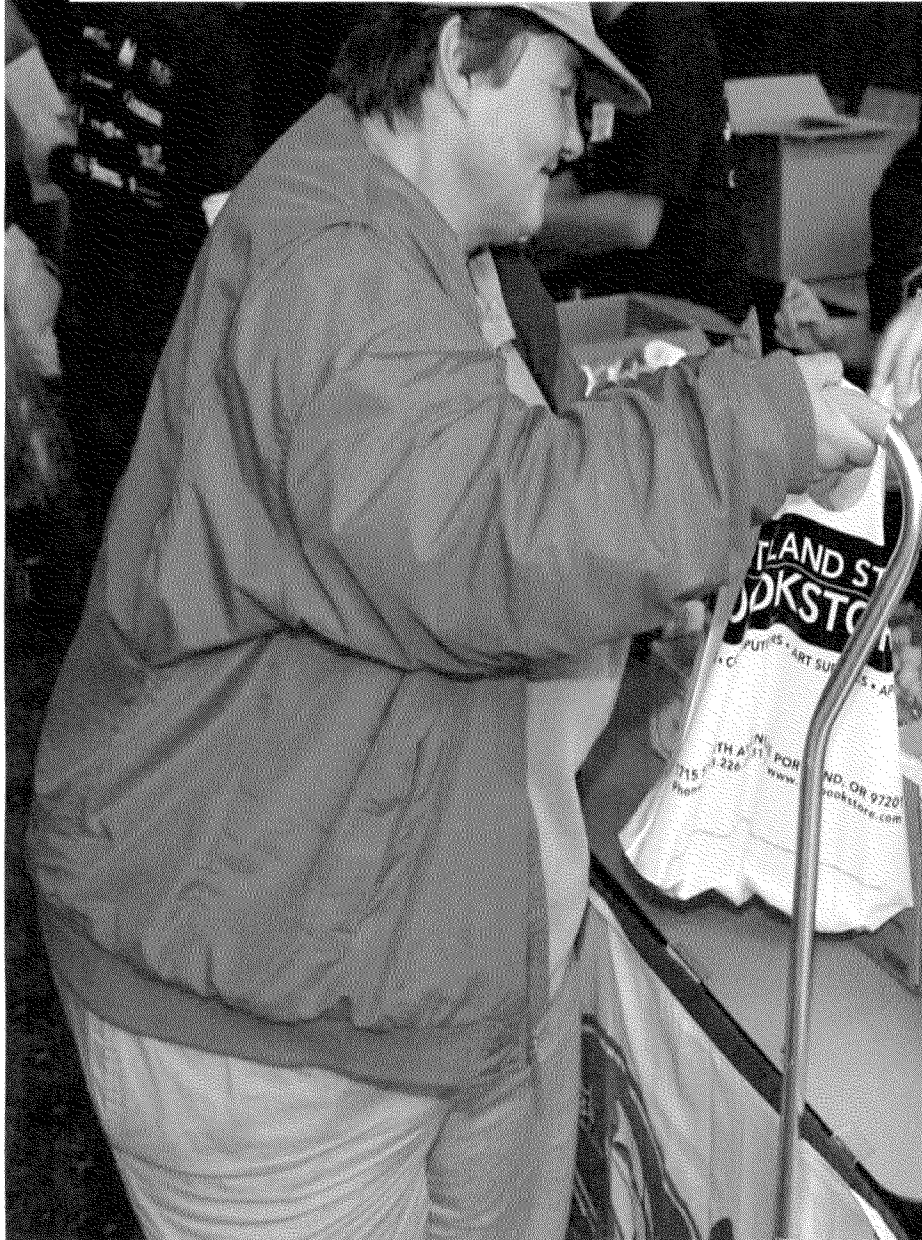
New Partnerships

Tri County Lodging Association

The Association provided over 14,000 toiletries, 300 washcloths, 100 towels, 50 sheets, 40 pillows and comforters.

Future Projects

- **Harvest Dinner:** A partnership project with the Portland Trail Blazers, November 12, 2007.
- **Project Homeless Connect:** The next event is scheduled for February 26, 2008 at the Memorial Coliseum
- **Luis Palau Celebration:** A partnership project with the Palau Association scheduled for August 2008.



Sponsors & Partners

211info
Affordable Housing Now!
Alpenrose Dairy
American Medical NW
Aramark
blue Inc.
BMAC Photography
Brookes Staffing
Cascade AIDS Project
Cascadia Behavioral Health
Care
CASH Oregon
Central City Concern, Old Town
Clinic
Coalition for Homeless Families
Coalition of Community Health
Clinics
Community Alliance of Tenants
Community Cycling Center
Deluxe Ice Cream Co.
dwa, inc.
Event Power & Lighting
Fred Meyers Corp.
Goodwill Industries
Hands On Greater Portland
Homeless Youth Continuum
Housing Authority of Portland
Housing Connections
Human Solutions
JOIN
Josiah Hill
Legal Aid Services of Oregon

Lenscrafters
Medical Teams International
Mercy and Wisdom Healing
Center
MercyCorps NW
Native American Rehabilitation
Association
New Seasons Markets
NW Natural
NW Pilot Project
Oregon Action
Oregon Advocacy Center
Oregon Convention Center
Oregon Department of Motor
Vehicles
Oregon Employment Department
Oregon Health Sciences
University
Oregon Health Division
Oregon Humane Society
Oregon Hunger Relief Task Force
Oregon Law Center
Oregon State Department of
Human Services
Oregon Vocational Rehabilitation
Outside In
Pacific University School of
Optometry
PCC Capital Career Center
Portland French Bakery
Portland Public Schools
PSU Bookstore

Providence Health Systems
Recovery Association Project &
Recovery Homes of OR
Resers
Salvation Army
Sisters of the Road
SE Works
Social Security Administration
Southwest Community Clinic
State of Oregon
Stash Tea
Streetroots
Stumptown Coffee
Supercuts
The Beehive
The ODS Companies
Title Wave Books
Tri-County Lodging Association
Transition Projects, Inc.
Trimet
Trauma Nurses Talk Tough
Tzu Chi Foundation
United Way
US Interagency Council on
Homelessness
Veterans Administration
Wallace Medical Concern
West Burnside Chiropractic Care
Worksource Portland Metro East
Worksource Portland Metro North
Worksource Portland Old Town
Worksystems Inc.

Changing Face of Homelessness

9/18/07 KGW CH.8 6:00PM
Portland TV News



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 11/01/07
Agenda Item #: R-4
Est. Start Time: 10: 45 AM
Date Submitted: 11/24/07

Agenda Title: **RESOLUTION** Approving an Intergovernmental Agreement With The Portland Development Commission For Release Of Urban Renewal Funding To Reroute The Hawthorne Bridge West Bound Off-Ramp

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

Date Requested:	November 1, 2007	Time Requested:	5 minutes
Department:	Department of County Management	Division:	Facilities and Property Management
Contact(s):	Pam Krecklow		
Phone:	503 988-6294	Ext.	82694
	I/O Address: 274		
Presenter(s):	Doug Butler, FPM Director and Mark Pengilly, Courthouse Consultant for Commissioner Naito's Office		

General Information

1. What action are you requesting from the Board?

Approval of a resolution that directs the Chair to sign a negotiated Intergovernmental Agreement (IGA) with the Portland Development Commission (PDC) for receipt of \$9 million in Urban Renewal Funding to be used to reroute the west bound off-ramp of the Hawthorne Bridge.

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

In December 2006 the Board of County Commissioners took an initial step toward replacing the dilapidated Historic Courthouse by declaring the North Hawthorne Bridgehead property as the preferred site for a new courthouse in downtown Portland.

Physical development of the North Hawthorne Bridgehead site will require a rerouting of the existing west bound Hawthorne Bridge off ramp that currently bisects the block.

On April 12, 2007 the Board approved an MOU in Resolution 07-055 which captured PDC's previous commitment toward courthouse siting assistance by dedicating \$9 million in tax increment funding to go toward rerouting of the West Hawthorne Bridge Ramp. The MOU provided a structure for a future IGA which will be the legal executable document for the actual financial transaction.

This resolution approves that resulting IGA.

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

The IGA provides the County with \$9 million in Tax Increment Funding from the Downtown Waterfront Urban Renewal Districts last bond sale. Dollars are to be received no later than end of January 2008. That funding will then be used to offset the estimated \$10.7 million in expenses required to move the off-ramp on the Hawthorne Bridgehead site. The difference of \$1.7 million comes from the sale of the Morrison Bridgehead Property which was declared surplus in Resolution-04-167 and will be sold through a joint process with PDC as part of this IGA.

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

None

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

The Courthouse siting issues has been debated for over 30 years with the most recent recommendation coming from the 2003 Courthouse Blue Ribbon Steering Committee. This resolution is one step in that overall courthouse recommendation and builds off of Resolution #06-203 in which the Board directed facilities to proceed with negotiations for an IGA with the Portland Development Commission.

The Board has passed 5 previous resolutions on the siting issue at public meetings and the siting question has been debated in several formats including articles in the Oregonian and Portland Tribune. The \$9 million has been included in PDC's budget since 2005 and PDC's budget is discussed, analyzed, and approved by the City Council at numerous public and committee meetings.

Required Signatures

**Elected Official or
Department/
Agency Director:**

Date: 10/24/07

Carol M. Ford

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

RESOLUTION NO. _____

Approving An Intergovernmental Agreement With the Portland Development Commission For Urban Renewal Funding To Partially Finance the Cost to Relocate the Hawthorne Bridge West Bound Off-Ramp to Create a Site for a Courthouse.

The Multnomah County Board of Commissioners Finds:

- a. Resolution 07-055 directed Facilities and Property Management (FPM) to proceed with the Intergovernmental Agreement (IGA) with the Portland Development Commission (PDC) under the terms laid out in the preceding MOU to secure \$9 million in Downtown Waterfront Urban Renewal Area funds for the partial financing of the relocation of the existing Hawthorne Bridge west-bound off-ramp.
- b. FPM has negotiated an IGA with PDC which includes the following terms:
 - 1) Financial assistance from PDC up to \$9 million to be used to relocate the existing Hawthorne Bridge west-bound off-ramp to allow creation of a site for a new courthouse.
 - 2) County's commitment to make a good faith effort to complete the courthouse.
 - 3) Joint solicitation for the sale of the Morrison Bridgehead Properties subject to a redevelopment agreement.
 - 4) Joint consideration of a possible Hawthorne Bridgehead Urban Renewal Area.
 - 5) County cooperation with respect to possible redevelopment of the following properties:
 - South Hawthorne Bridgehead
 - Hooper Detox Center
 - Hawthorne Bridge Shop
- c. The IGA requires approval from both the County and PDC . PDC is scheduled to hear this matter on November 14, 2007.

The Multnomah County Board of Commissioners Resolves:

1. The attached Intergovernmental Agreement with the Portland Development Commission is approved and upon approval of the agreement by PDC the County Chair is authorized and directed to sign the agreement in a form substantially as set forth in the attachment.

ADOPTED this 1st day of November, 2007.

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

Ted Wheeler, Chair

REVIEWED:

**AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON**

By _____
John Thomas, Assistant County Attorney

Submitted by:

Lisa Naito, Commissioner District 3
Maria Rojo de Steffey, Commissioner District 1
Ted Wheeler, County Chair

**INTERGOVERNMENTAL AGREEMENT
HAWTHORNE BRIDGE RAMP RELOCATION
COUNTY COURTHOUSE
MORRISON BRIDGEHEAD PROPERTIES**

This Intergovernmental Agreement ("Agreement") is entered into on _____, 2007 (the "Effective Date") between Multnomah County, Oregon ("County"), and the City of Portland, acting by and through the Portland Development Commission, its duly designated urban renewal agency ("PDC"). PDC and County may be collectively referred to herein as the "Parties" and, individually, as a "Party".

RECITALS

- A. County desires to redevelop the block bounded by SW Naito Parkway, SW First Avenue, SW Madison Street, and SW Main Street in the City of Portland, known as Block 7 (the "Redevelopment Property"), as a new Multnomah County Courthouse.
- B. The Redevelopment Property is currently bisected by the Hawthorne Bridge off ramp and, as part of the preparation of the Redevelopment Property for a new courthouse, County must relocate the off ramp.
- C. A portion of the relocated off ramp will fall within the Downtown Waterfront Urban Renewal Area and County has requested nine million dollars (\$9.0 million) from PDC to assist it in relocating the off ramp.
- D. PDC is willing to provide such financial assistance provided that, among other things, County agrees to work jointly with PDC to offer the property bounded by SW 1st Avenue, SW 2nd Avenue, SW Alder Street/Morrison Bridge ramp, and SW Washington Street/Morrison Bridge ramp and the property bounded by SW Naito Parkway, SW 1st Avenue, SW Morrison Street, and SW Stark Street (collectively, the "Morrison Bridgehead Properties"), also located with the Downtown Waterfront Urban Renewal Area in Portland, for private redevelopment.
- E. Relocating the Hawthorne Bridge off ramp and offering the Morrison Bridgehead Properties for private redevelopment will enable development of a new Multnomah County Courthouse (the "Courthouse") on a site formerly devoted exclusively to transportation infrastructure, will allow private redevelopment to proceed on other sites that were considered as possible locations for the new Courthouse (such as Block 10 in Portland, bounded by SW 1st Avenue, SW 2nd Avenue, SW Madison Street, and SW Main Street and commonly known as Two Main Place), and will further the Downtown Waterfront Urban Renewal Plan.
- F. On April 24, 2007, County and PDC entered into a Memorandum of Understanding ("MOU") summarizing the foregoing terms and, pursuant to the MOU, now desire to enter into this Intergovernmental Agreement to implement the transactions contemplated thereby.

AGREEMENT

ARTICLE I – HAWTHORNE BRIDGE RAMP RELOCATION AND COURTHOUSE

- 1.1 **PDC Financing.** Subject to the terms and conditions of this Agreement, including but not limited to Section 1.5 below, PDC shall provide County with financing for relocation of the Hawthorne Bridge off ramp, as such relocation is further described in Exhibit A attached hereto and incorporated herein by this reference (the "Ramp Relocation Project"), in an amount not to exceed nine million dollars (\$9.0 million) (the "PDC Financing"). The PDC Financing may only be used to pay costs of the Ramp Relocation Project that relate directly to improvements located within the boundaries of the Downtown Waterfront Urban Renewal Area, as reflected in Exhibit A (the Downtown Waterfront Urban Renewal Area lies to the west of the boundary identified in Exhibit A), and that are a permissible use of tax increment revenues derived under ORS Chapter 457. For purposes of this Agreement, the foregoing costs include a contribution, in an amount up to 2% of the PDC Financing (the "RACC Contribution"), to the Regional Arts and Culture Council for public art, as required by Chapter 5.74 of the Portland City Code. If County uses part of the PDC Financing to cover soft costs of the Ramp Relocation Project, the proportion of the soft costs covered by the PDC Financing shall not exceed the proportion of the hard costs of the Ramp Relocation Project covered by the PDC Financing. Any other use of the PDC Financing must be approved in advance and in writing by PDC.
- 1.2 **Completion of Ramp Relocation Project.** County shall commence the Ramp Relocation Project within five years of the Effective Date and upon commencement will diligently pursue construction of the Ramp Relocation Project until it is complete. County is solely responsible for costs of the Ramp Relocation Project in excess of the PDC Financing. County shall comply with all applicable laws in its construction of the Ramp Relocation Project. Specifically, but without limiting the generality of the preceding sentence, County shall comply with the prevailing wage laws, as applicable, and work with the Portland Bureau of Planning, the Portland Parks and Recreation Department and the Portland Office of Transportation to obtain the necessary entitlements and approvals for the Ramp Relocation Project.
- 1.3 **Completion of Courthouse Project.** The Ramp Relocation Project is intended, in part, to make the Redevelopment Property available for construction of the new Courthouse and County currently intends to construct the new Courthouse on the Redevelopment Property. But County may, instead, after completion of the Ramp Relocation Project, sell or otherwise dispose of the Redevelopment Property in order to obtain another site for the new Courthouse provided that (a) the proceeds of such sale or other disposition (including the value of any in-kind consideration received) are used to acquire another site for the new Courthouse or to develop the new Courthouse on another site and (b) the Redevelopment Property is put to a taxable use. County shall use its best efforts to obtain the necessary entitlements to construct the new Courthouse, either on the Redevelopment Property or on an alternative site as described above, within five years of the Effective Date and to obtain the necessary financing and complete construction of the new Courthouse as soon as reasonably possible thereafter; provided, however, that County's failure to obtain such entitlements or financing shall not be considered a breach of this Agreement if County has used its best efforts to obtain them. County is solely responsible for the costs of constructing the new Courthouse.
- 1.4 **Disbursement of PDC Financing.** Subject to satisfaction of the conditions precedent set forth in Section 1.5 below, PDC shall disburse the PDC Financing for the Ramp Relocation Project as follows: PDC shall withhold the estimated RACC Contribution of \$180,000, pending final determination of the amount of the PDC Financing and the required RACC Contribution, and shall disburse the remaining balance of the PDC Financing (\$8,820,000) to County in a single lump sum after County's presentation to

PDC of an invoice therefor. Upon final determination of the amount of the PDC Financing and the required RACC Contribution, PDC shall pay the required RACC Contribution to RACC from the funds withheld and in accordance with PDC practice.. If any withheld funds remain after paying the required RACC Contribution, PDC shall disburse those funds to County, upon presentation to PDC of an invoice therefor, to the extent of any eligible Ramp Relocation Project costs not covered by prior disbursements of the PDC Financing. County invoices shall be submitted in an original and two copies to:

Peter Englander
Portland Development Commission
222 NW 5th Avenue
Portland, OR 97204

Pending its use on the Ramp Relocation Project as permitted by this Agreement, County shall place the PDC Financing disbursed to County under this Agreement in a segregated interest bearing account consistent with County's cash management policies for similar funds. All interest on such funds while held by County shall accrue to the County except as provided in Article IV.

1.5 Conditions to PDC Financing. PDC's financing for the Ramp Relocation Project, and the disbursement of such financing to County, is conditioned on each of the following:

1.5.1 PDC has received sufficient proceeds from a line of credit established by the city of Portland for the Downtown Waterfront Urban Renewal Area to permit PDC, in the reasonable exercise of its administrative discretion, to make the payment. PDC anticipates that sufficient proceeds from the line of credit will be available no later than January 30, 2008.

1.5.2 PDC has received from County a budget for the Ramp Relocation Project, in form and substance satisfactory to PDC, that identifies at least \$9 million in Ramp Relocation Project costs that can be covered by the PDC Financing, as described in Section 1.1.

1.5.3 PDC has received from County a timeline for obtaining the necessary entitlements and financing to construct the Courthouse.

1.5.4 County is not in breach of any material term or provision of this Agreement.

ARTICLE II - MORRISON BRIDGEHEAD PROPERTIES

As partial consideration for PDC's agreement to provide the PDC Financing for the Ramp Relocation Project and with recognition that timely and appropriate sale and private redevelopment of the Morrison Bridgehead Properties will both provide revenue to the County to construct the new Multnomah County Courthouse and further the urban renewal objectives of the Downtown Waterfront Urban Renewal Plan, County shall work jointly with PDC to offer the Morrison Bridgehead Properties for sale and redevelopment by the end of March 2008 or as soon thereafter as is reasonably possible. The County's and PDC's work with respect to the Morrison Bridgehead Properties shall include, but not necessarily be limited to, the following:

2.1 Development Solicitation. PDC and County shall jointly prepare criteria for disposition and redevelopment of the Morrison Bridgehead Properties. The criteria shall give

preference to redevelopment proposals that make maximum use of the Morrison Bridgehead Properties site, that propose quality office, retail, or residential uses, or a mixture of those uses, that enhance the viability of the downtown retail core, that enhance the connectivity between the downtown retail core and the waterfront, that create tax revenue and that have aggressive development timelines. After PDC and County have reached agreement on the criteria, PDC will prepare an appropriate development solicitation document (a Request for Proposals, Request for Qualifications, or other appropriate development solicitation tool) that reflects the agreed-to criteria, for review and approval by County. The development solicitation document shall provide for a proposal review, evaluation and selection process that includes substantial PDC participation while making clear that there are no TIF funds or County funds available for redevelopment of the Morrison Bridgehead Properties. The development solicitation document shall further provide that any alteration to the County's Morrison Bridge, including off ramps and appurtenances, required for any proposed project shall be subject to County approval and shall be done at no cost to the County. After County approval of the development solicitation document, the solicitation document shall be issued in the County's name but with the solicitation process administered by PDC on behalf of County. PDC's administration of the development solicitation process shall include, but not necessarily be limited to, dissemination of the solicitation document consistent with standard PDC practice, facilitation of meetings contemplated by the solicitation documents, response to questions regarding the solicitation (after consultation with County), receipt of the proposals, facilitation of the proposal review, evaluation and selection process, and notification of the results of the solicitation.

2.2 Selection of Development Proposal. PDC acknowledges that final approval of the selection of a development proposal received in response to the development solicitation rests with the County, in County's sole discretion. Nevertheless, County agrees to consider in good faith the development proposal, if any, recommended for selection in accordance with the proposal review, evaluation and selection process specified in the development solicitation document, provided that the recommended proposal provides for payment to County of the appraised value of the properties for their highest and best use on terms acceptable to the County in its sole discretion, does not obligate the County to incur any costs related to the proposed development, and does not unreasonably delay closing of the sale of those properties. For purposes of this Agreement, the appraised value of the Morrison Bridgehead Properties shall be determined through an appraisal process mutually acceptable to PDC and County. If none of the proposals received in response to the development solicitation is acceptable to both PDC and County, then PDC and County shall negotiate in good faith to reach agreement on an amendment to this Article II to achieve their joint disposition and redevelopment objectives for the Morrison Bridgehead Properties. If, under the circumstances described in the preceding sentence, PDC and County are not able to reach agreement on an amendment to this Article II, then PDC and County shall have no further obligations under this Section 2.2 or Section 2.3 and County may proceed with a sale or disposition of the Morrison Bridgehead Properties in its discretion.

2.3 Negotiation and Preparation of Disposition and Development Documentation. If a development proposal is selected and approved in accordance with Section 2.2, PDC, with the cooperation and assistance of County, shall negotiate and draft appropriate disposition and development documentation for County's consideration (the "Development Agreement"). County agrees and acknowledges that PDC shall have principal control of the negotiation and approval of terms in the Development Agreement related to the redevelopment aspects of the transaction. PDC agrees and acknowledges that County shall have principal control of the negotiation and approval of terms in the

Development Agreement related to the sale of the Burnside Bridgehead Properties to the developer, including but not limited to the sale price and payment terms. Notwithstanding the foregoing, neither Party shall be required to execute the Development Agreement or any other agreement, document or instrument that is not, in form and substance, satisfactory to that Party. Each Party shall be responsible for making its own determination that the Development Agreement or other agreement, document or instrument is, in form and substance satisfactory to it, without relying on any representation, warranty or statement of the other Party, except to the extent, if any, expressly set forth in the Development Agreement or other agreement, document or instrument. If PDC, County and the proposed developer are not able to reach agreement on the terms of a Development Agreement, then PDC and County shall negotiate in good faith to reach agreement on an amendment to this Article II to achieve their joint disposition and redevelopment objectives for the Morrison Bridgehead Properties. If, under the circumstances described in the preceding sentence, PDC and County are not able to reach agreement on an amendment to this Article II, then PDC and County shall have no further obligations under this Section 2.3 and County may proceed with a sale or disposition of the Morrison Bridgehead Properties in its discretion.

ARTICLE III - OTHER REDEVELOPMENT COOPERATION

As further consideration for PDC's agreement to provide the PDC Financing for the Ramp Relocation Project, County shall work jointly with PDC on other potential redevelopment projects as follows:

- 3.1 **South Hawthorne Bridgehead.** If County declares the County-owned property immediately to the south of the Relocation Property (the eastern half and the northern 95 feet of the western half of the block bounded by SW 1st Avenue, SW Naito Parkway, SW Jefferson Street, and SW Madison Street and otherwise described as Lots 1-4, and 8 and the north 45 feet of lot 7, Block 8, Portland) surplus, County shall, if requested by PDC, negotiate in good faith with PDC to reach agreement on a joint effort to offer that property for redevelopment in a manner similar to that of Morrison Bridgehead Properties, described in Article II above.
- 3.2 **Hooper Detox Center.** County shall actively support either (a) the refurbishment and rehabilitation of the Hooper Detox Center located at 20 NE Martin Luther King, Jr., Blvd (the "Hooper Detox Center Property") or (b) the development of a replacement detox facility at another location in the Central Eastside Urban Renewal Area. County shall consider the possibility of co-locating health or other appropriate County services at the Hooper Detox Center or replacement facility. County's agreement to provide active support does not constitute a commitment to provide any financing for refurbishment or relocation of the Hooper Detox Center. Although this Agreement does not constitute a PDC commitment to provide such financing, PDC is currently contemplating providing up to \$2 million in financial assistance for refurbishment and rehabilitation of the Hooper Detox Center at the current site or for the development of a replacement facility at an alternate site in the Central Eastside Urban Renewal Area.
- 3.3 **Hawthorne Bridge Shop.** County shall include PDC in planning discussions regarding the future of the County Bridge Shop site under the Hawthorne Bridge.
- 3.4 **Possible Hawthorne Bridgehead Urban Renewal Area.** County and PDC shall discuss the creation of a limited urban renewal area to leverage the new development in the

vicinity of the Redevelopment Property to assist in the development of a new Multnomah County Courthouse.

ARTICLE IV – RECAPTURE OF PDC FINANCING

County shall not be required to repay the PDC Financing except as follows:

- 4.1 **Unexpended Funds.** If any portion of the PDC Financing disbursed to County remains unexpended at completion of the Ramp Relocation Project, County shall promptly repay such portion to PDC, together with interest earned on such portion from the investment of such portion pursuant to Section 1.4 above.
- 4.2 **Impermissible Use of PDC Financing.** If any portion of the PDC Financing disbursed to County is used in a manner not permitted by this Agreement, County shall, upon PDC's demand, repay such portion to PDC, together with interest earned on such portion from the investment of such portion pursuant to Section 1.4 above.
- 4.3 **Disposition of Redevelopment Property.** If, without prior written approval by PDC, County sells the Redevelopment Property, or otherwise disposes of the Redevelopment Property, or an interest therein, in a manner inconsistent with the development of the new Courthouse on the Redevelopment Property, and uses the proceeds of such sale or disposition (including the value of any in-kind consideration received) for a purpose other than to acquire another site for the new Courthouse or to develop the new Courthouse on another site, then County shall, upon PDC's demand, repay to PDC the lesser of (a) the proceeds received by County through such sale or disposition (including the value any in-kind consideration received), (b) the entire amount of the PDC Financing, or (c) such lesser amount as PDC may require in its discretion. County shall also pay PDC interest earned on the foregoing amount from the investment of such amount pursuant to Section 1.4 above.

ARTICLE V – RECORDS, INSPECTION AND REPORTING

- 5.1 **Records and Inspection.** County shall maintain all fiscal and other records pertinent to this Agreement or to the Ramp Relocation Project for at least three (3) years following completion of the Ramp Relocation Project. County shall maintain all fiscal records relating to this Agreement and the Ramp Relocation Project in accordance with generally accepted accounting principles and in a manner that clearly documents when and how the PDC Financing was used. In addition, County shall maintain all other records pertinent to this Agreement in such a manner as to clearly document its performance hereunder. County shall make any or all of the foregoing records available to PDC and its representatives, as PDC may reasonably request from time to time, to enable PDC to perform examinations and audits and make excerpts and transcripts, provided that any such examinations and audits shall be at PDC's sole expense. In addition, County shall permit PDC and its representatives to inspect the Ramp Relocation Project, and the work performed as a part thereof, as PDC may reasonably request from time to time.
- 5.2 **Reporting.** County shall inform PDC in writing when the Ramp Relocation Project is completed. Promptly after completion of the Ramp Relocation Project, County shall provide to PDC documentation of the use of the PDC Financing, including copies of paid invoices, accounting records and other documents that PDC may reasonably request. County shall inform PDC in writing when the necessary entitlements for the construction

of the Courthouse have been obtained, when financing has been arranged, and when the construction of the Courthouse is completed.

ARTICLE VI - TERMINATION

This Agreement shall terminate upon the later of completion of the Ramp Relocation Project or completion of construction of the new Courthouse, as evidenced by County's receipt of a Certificate of Occupancy for the new Courthouse. Sections 3.2, 3.3, 5.1 and 8.4 shall survive termination of this Agreement.

ARTICLE VII – COMPLIANCE WITH PREVAILING WAGE LAWS AND PDC POLICIES

PDC and County agree and acknowledge that, as a condition of the PDC Financing, the Ramp Relocation Project must comply with the following policies:

- 7.1 **Workforce Training & Hiring/Good Faith Opportunity Review.** The Ramp Relocation Project must comply with County's Good Faith Efforts Program requirements, set forth in Exhibit B attached hereto and incorporated herein by this reference, and County's Workforce Training & Hiring program requirements, set forth in Exhibit C attached hereto and incorporated herein by this reference. As applicable, County shall include the foregoing requirements in its contracts related to the Ramp Relocation Project and cause its contractors to comply with such requirements.
- 7.2 **Prevailing Wage Laws.** The Parties agree and acknowledge that the Ramp Relocation Project is a "public work" as that term is defined in ORS 279C.800(5). As a result, state prevailing wage law will apply to the Ramp Relocation Project and County shall comply with state prevailing wage law in connection with the Ramp Relocation Project.

ARTICLE VIII - GENERAL

- 8.1 **Notices.** Any notice provided for under this Agreement shall be in writing and deemed delivered five days after mailing, postage prepaid and properly addressed to the Party to be notified. Unless a Party changes its address by giving notice to the other party as provided herein, notices shall be addressed as follows:

If to PDC:
Eric Jacobson
Portland Development Commission
222 NW 5th Avenue
Portland, OR 97209

If to County:
Pam Krecklow
Multnomah County
401 N Dixon
Portland, OR 97227

- 8.2 **Agreement Administration.** Eric Jacobson is the PDC project staff person assigned to this Agreement and is authorized to administer it on behalf of PDC. Pam Krecklow is the County project staff person assigned to this Agreement and is authorized to administer it on behalf of County.
- 8.3 **Signs and Publicity.** During construction of the Ramp Relocation Project, County, at its expense, shall post at a visible location near the project a sign identifying PDC as

providing project financing. The location and format of the sign shall be approved by PDC prior to its display.

- 8.4 **Indemnification.** To the extent permitted by Oregon Law and within the limits of the Oregon Tort Claims Act (ORS 30.260 through 30.300), County shall defend (if requested by PDC), indemnify and hold harmless PDC and PDC's commissioners, officers, agents, and employees against all claims, demands, actions and suits (and liability arising therefrom) brought against any of them arising from or related to the Ramp Relocation Project except that County shall not be required to indemnify PDC or its commissioners, officers, agents or employees to the extent of their fault or negligence. To the extent permitted by Oregon Law and within the limits of the Oregon Tort Claims Act (ORS 30.260 through 30.300), PDC shall defend (if requested by County), indemnify and hold harmless County and County's commissioners, officers, agents, and employees against all claims, demands, actions and suits (and liability arising therefrom) brought against any of them arising from or related to actions by PDC under Article II of this Agreement except that PDC shall not be required to indemnify County or its commissioners, officers, agents or employees to the extent of their fault or negligence. PDC's indemnification obligation under this Section 8.4 shall terminate on the date County enters into a Development Agreement with a developer as contemplated by Section 2.3 hereof.
- 8.5 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall occur, if in the state courts, in the Multnomah County Circuit Court, or if the action must be brought in federal courts, in the United States District Court for the District of Oregon.
- 8.6 **Assignment.** Neither Party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due under this Agreement, without the prior written approval of the other Party. This Agreement shall bind and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns.
- 8.7 **No Third Party Beneficiaries.** This Agreement is between the Parties and creates no third-party beneficiaries. No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.
- 8.8 **Relationship of Parties.** The parties intend that the relationship created by this Agreement is that of independent contracting parties. Neither party hereto shall be deemed an agent, partner, joint venturer, or related entity of the other by reason of this Agreement.
- 8.9 **Time is of the Essence.** Time is of the essence of this Agreement.
- 8.10 **Counterparts.** This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on both Parties, notwithstanding that both Parties are not signatories to the same counterpart. \
- 8.11 **Material Breach.** If County or PDC breaches any material term or provision of this Agreement (other than a breach described in Sections 4.2 or 4.3 in which case Section 4.2 or 4.3 shall govern, as applicable) and such breach remains uncured 60 days after written notice thereof to the breaching party, then the non-breaching party may pursue any right or remedy that it may have, under this Agreement, at law or in equity, for the breach of this Agreement, including but not limited to, monetary damages.

8.12 Integration, Amendment and Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE PARTIES, BY THE SIGNATURES BELOW OF THEIR AUTHORIZED REPRESENTATIVES, ACKNOWLEDGE HAVING READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of the date first set forth above, by their duly authorized representatives.

CITY OF PORTLAND, ACTING BY AND THROUGH THE PORTLAND DEVELOPMENT COMMISSION

By: _____
Bruce A. Warner, Executive Director

Date: _____

Approved as to Form:

By: _____
David J. Elott, PDC Assistant General Counsel

MULTNOMAH COUNTY, OREGON

By: _____
Ted Wheeler, Chair

Date: _____

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY FOR
MULTNOMAH COUNTY

By: _____
John S. Thomas
Deputy County Attorney

EXHIBIT A

HAWTHORNE BRIDGE OFF RAMP RELOCATION PROJECT

Project Scope: Realign the Hawthorne Bridge's West bound Main Street bridge approach that currently bisects Block 7.

Project Elements:

- Lower by 7' to 9' SW Naito Parkway between SW Madison and SW Salmon Streets
- Demolition of existing Main Street Ramp that spans SW Naito and roadway on Block 7
- Demolition of vacated Madison Street roadway on Block 8
- Removal of partial concrete deck on NE pedestrian and Bike ramp
- Construction of new realigned ramp structure that connects to existing Hawthorne Bridge off ramp, spans over SW Naito, and aligns with unused City of Portland Right of Way for SW Main Street
- Construct new roadway with retaining walls on existing unused City of Portland Right of Way for SW Main Street that connects new ramp to existing SW Main Street at SW First Avenue.
- Widen existing NE pedestrian and bike ramp to 12'
- Project will require closure of west bound traffic lanes for 9 to 12 months. Pedestrian and bicycle traffic would be limited in areas of construction only

Estimated Project Costs:

\$10.7 million

Estimate provided by David Evans and Associates and includes 15% for construction engineering, 12% for design engineering, and 35% for construction contingencies. The high percentage used for construction contingencies is intended to cover the unknown cost items expected to arise during detailed design development.

Estimated Project Timeline:

29 months

Estimated provided by David Evans and Associates and is for a traditional design, bid, and construct contracting method. Timeline could be increased with use of other less traditional construction methods such as design/build.

EXHIBIT A (Continued)

GRAPHIC OF HAWTHORNE BRIDGE OFF RAMP RELOCATION PROJECT

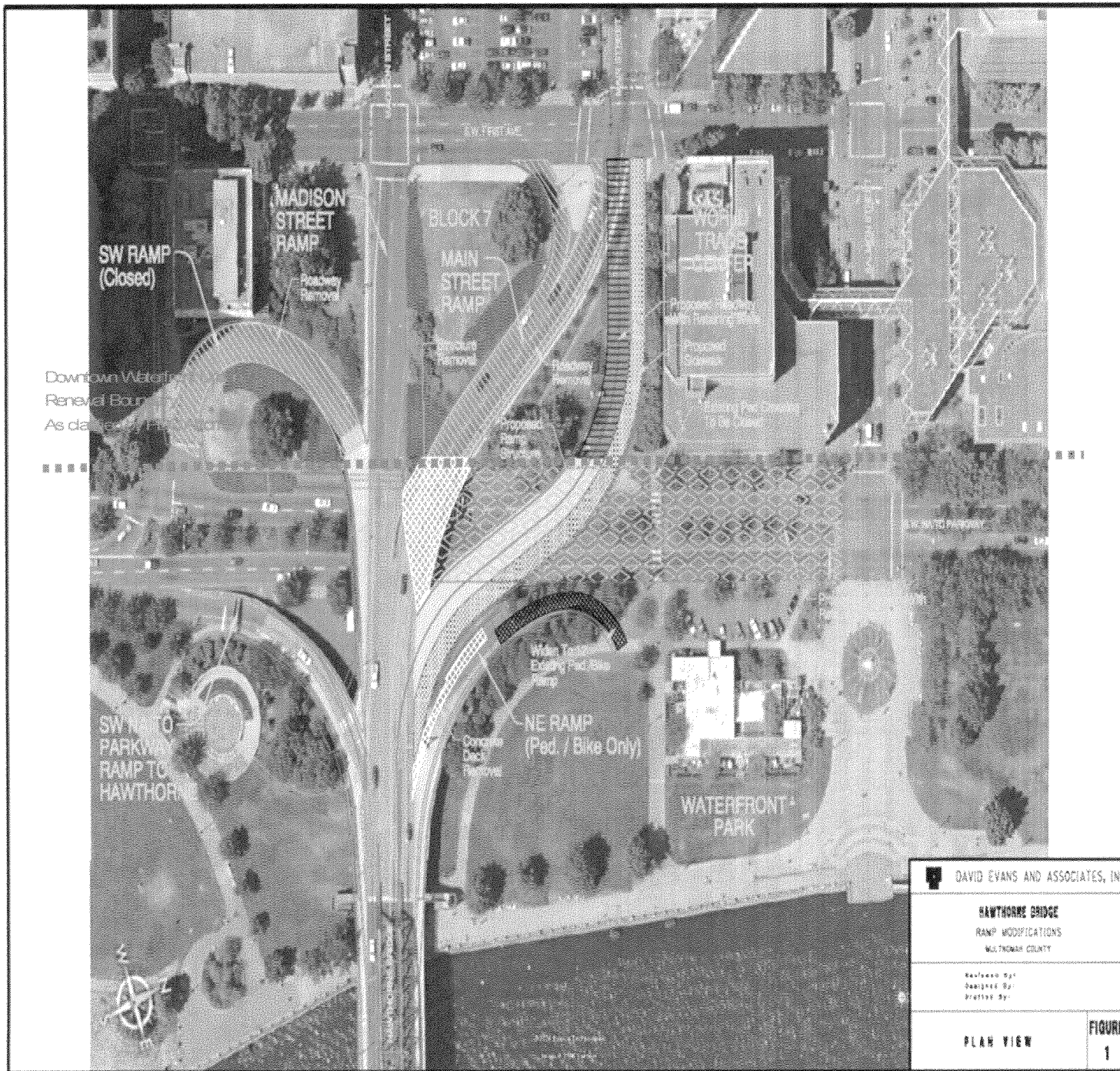


EXHIBIT B
GOOD FAITH EFFORTS PROGRAM REQUIREMENTS

MULTNOMAH COUNTY GOOD FAITH EFFORT PROGRAM

BIDDER CHECKLIST

This Checklist helps identify documents that must be submitted by the Bidder to establish that Good Faith Efforts (GFE) have been made. However, it remains the responsibility of the Bidder to determine all the documents that must be submitted. For purposes of this document, "*submitted*" means in the physical possession of Multnomah County Central Procurement & Contract Administration (CPCA). All forms can be provided electronically upon request; OR available to download on the CPCA website:

<http://www.multcopurch.org/>

DUE DAY OF BID OPENING BY 4:00PM – FROM ALL BIDDERS

- ☐ **FORM 1 – Multnomah County - Good Faith Effort Program - Subcontractor and Self-Perform Work List -**
Provide all required information:
(*The completed Form 1 must be submitted even if you intend to self-perform ALL the work on this project.*)
 - ✓ Bidder Name, Bid Number, Bid Amount, and Project Name
 - ✓ List ALL GFE Divisions of Work as being self-performed, subcontractor identified, or undetermined
 - ✓ List ALL subcontractor information by GFE Division of Work

DUE DAY AFTER BID OPENING BY 4:00PM - FROM THE APPARENT LOW BIDDER

- ☐ **FORM 2 – Multnomah County - Good Faith Effort Program - MWESB Contact / Bids Received Log -**
Provide all required information.
- ☐ **Copy of solicitation letter or FAX sent to M/W/ESB subcontractors**

DUE AFTER AWARD OF CONTRACT FROM CONTRACTOR

- ☐ **FORM 3 – Multnomah County - Subcontractor Payment and Utilization Report**

Submit all required information to:

Multnomah County CPCA; 501 SE Hawthorne Blvd., Suite 400; Portland, OR 97214

Questions:

Please call Multnomah County CPCA at (503) 988-5111

Fax: (503) 988-3252

MULTNOMAH COUNTY GOOD FAITH EFFORT PROGRAM REQUIREMENTS

1. PROGRAM DESCRIPTION

- A. Multnomah County has a compelling government interest to ensure that contracts provide employment opportunities for minority, women, and emerging small businesses in order to address historical underutilization. Therefore, prime contractors are required to submit documentation showing that Good Faith Efforts (GFE) have been made to contract with M/W/ESB subcontractors.
- B. On projects estimated at \$200,000 and above, this program:
 - 1) Is used to evaluate the Good Faith Efforts (GFE) required of all bidders
 - 2) Is intended to assist the County in recording subcontractor utilization on its projects
 - 3) Requires contractors to perform GFE on ALL of their subcontracting opportunities (regardless of value)
 - 4) Is adopted for reasons other than the prevention of bid shopping

2. PRE-BID REQUIREMENTS

- A. Bidders are required to make good faith efforts to contract with M/W/ESB subcontractors for each GFE Division of Work identified in these documents unless the work will be self performed by the bidder. A list of M/W/ESB contractors specializing in the GFE Divisions of Work identified for subcontracting on this project is included. A bidder may not use a subcontractor to perform any division of work unless the bidder has made good faith efforts as required by these specifications with respect to that division of work.
- B. The GFE Divisions of Work are areas where the County believes that subcontracting opportunities may exist. Bidders shall use the GFE Divisions of Work, which are different than the divisions of work that might be outlined in the technical specifications.
- C. Bidders are not required to contact M/W/ESB subcontractors for any GFE Division of Work that will be performed by bidders' own forces. If a bidder indicates that it will self perform work in a particular division of work, after bids are due a bidder may add a subcontractor in that division of work so long as bidder complies with the requirements of paragraph 5 below.
- D. These requirements are contractual obligations and are included in the construction contract. Failure to comply may result in a finding of breach of contract, disqualification of the bidder to bid on future contracts, or a claim for damages.
- E. **Who to contact**

For **each** GFE Division of Work identified in these documents (see 2 A) that will be performed by a subcontractor, Bidders must contact:

- 1) Each M/W/ESB subcontractor that attended the pre-bid meeting (if one was held) that specializes in a GFE Division of Work that will be subcontracted. If the M/W/ESB identified itself only as another potential prime contractor at the pre-bid meeting, however, that M/W/ESB need not be contacted. A list of subcontractors attending the meeting will be provided to bidders.
AND
- 2) In addition, the Bidder shall contact a minimum of five (5) M/W/ESB Subcontractors listed in each GFE Division of Work that will be subcontracted. If there are less than 5 Subcontractors

listed for a particular GFE Division of Work, Bidders shall contact **all** of the Subcontractors that are listed in that GFE Division of Work.

F. **When to contact**

Bidder shall make the first contact with each M/W/ESB subcontractor at least seven (7) calendar days before the bid opening. For example, if bids are opening on Thursday, the first contact shall be on or before the Thursday of the preceding week; if on Tuesday then on or before the Tuesday of the preceding week.

G. **How to contact**

- 1) Bidders shall contact M/W/ESB subcontractors by letter or fax to advise them of potential subcontracting opportunities.
- 2) Bidders shall follow up with telephone calls to each M/W/ESB subcontractor contacted to determine if a bid will be submitted or if further information is required. A subcontractor need not be contacted if that subcontractor responds to the first contact with a statement that the subcontractor will not bid on this project or if a subcontractor has already submitted a sub-bid.

H. **What information must be provided**

Bidders shall ensure that M/W/ESB Subcontractors have an equal opportunity to compete for work by having the same information as other subcontractors. Bidders shall inform M/W/ESB Subcontractors of the date and time that sub-bids are due.

3. **OPTIONAL GOOD FAITH EFFORTS**

A. Bidders should also consider efforts such as:

- 1) Advertisements in community based newspapers (i.e. Skanner, Asian Reporter, El Hispanic, etc.)
- 2) Letters to Minority and Women Community Organizations
- 3) *Alternative methods of participation in Minority, Women or Emerging small businesses through arrangements such as joint ventures, negotiated subcontract agreements and competitive bids.*
- 4) Purchase of Construction materials and equipment from M/W/ESB suppliers.

4. **SUBMISSION OF REQUIRED DOCUMENTATION**

A. **FORM 1 (Subcontractor and Self-Perform Work List) DUE DAY OF BID OPENING BY 4:00PM – FROM ALL BIDDERS**

Bidders shall submit Form 1 with their bid or by 4:00 p.m. on the day the bid is due. Otherwise, the bid will be rejected.

Form 1 shall list **ALL** Subcontractors to be used on this contract regardless of the dollar amount. (This is more than what is required by the State of Oregon's subcontractor disclosure form). If this bid includes bid alternates for additional work, Bidders shall list **ALL** first-tier Subcontractors who will be used if the County elects to do the additional work.

Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

B. FORM 2 (Log) & SOLICITATION LETTER DUE DAY AFTER BID OPENING BY 4:00PM FROM APPARENT LOW BIDDER

- 1) **FORM 2 (Contact / Bids Received Log):** The apparent low Bidder shall submit Form 2, (or equivalent), by 4 p.m. the next business day following bid submission.
- 2) **Solicitation letter or fax:** The apparent low Bidder shall submit one copy of the letter or fax sent to M/W/ESB Subcontractors to solicit bids for this project. If more than one form of letter or fax was sent, submit a copy of each form sent.
- 3) Failure to timely submit Form 2 will result in bid rejection. Failure to timely submit the solicitation letter or fax may result in bid rejection, in the County's discretion. Contractors shall submit additional information upon request if the County believes it needs to clarify the Bidder's Good Faith Efforts.
- 4) If for any reason the apparent low Bidder is not awarded the contract or its bid is rejected, the next apparent low bidder shall submit Form 2 and its solicitation letter or fax by 4:00 p.m. the next business day following the County's notification.

C. FORM 3 (Subcontractor Payment and Utilization Report) DUE MONTHLY FROM CONTRACTOR

The selected Contractor shall list the contract amounts and payment amounts to all Subcontractors (including MBE/WBE/ESB Subcontractors) and second tier Subcontractors on Form 3.

5. ADDITION OR REPLACEMENT OF SUBCONTRACTORS AFTER BIDS ARE DUE

- A. The successful bidder will not be permitted to add or replace an M/W/ESB subcontractor after bids are due without the consent of the CPCA Manager. The CPCA Manager must be notified in writing immediately upon the need to substitute an M/W/ESB contractor.
- B. No subcontractor may be **added** or **replaced** after the bid is due unless the bidder complies with the requirements of ORS 279C.585 and makes good faith efforts to contract with an M/W/ESB for the work to be performed. Documentation of good faith efforts is required and must be submitted to the CPCA Manager prior to adding or replacing a subcontractor.

6. ENFORCEMENT AFTER CONTRACT AWARD

The Owner's commitment to this program is reflected, in part, by the cost of administering the program. Failure to meet the requirements of this section of the contract negates such funding and impairs the Owner's efforts to promote contracting diversity and to provide fair and equal opportunities to the public as a whole as a result of the expenditure of public funds. Therefore, the parties mutually agree that failure to meet the requirements of this section of the contract, including but not limited to the submission of required documentation, constitutes a material breach of contract.

In the event of a breach of contract, the Owner may take any or all of the following actions:

A. Withholding Progress Payments

The Owner may withhold all or part of any progress payment(s) until the Contractor has remedied the breach of

contract. In the event that progress payments are withheld, the contractor shall not be entitled to interest on said payments. If a subcontractor(s) is responsible for noncompliance with the Good Faith Effort Program requirements, the Owner may choose to withhold only their portion of the progress payment.

B. Liquidated Damages – GFE Program Non-Compliance

The parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by the Owner for the Contractor's failure to comply with the Good Faith Effort Program. The parties further agree that it is difficult, if not impossible; to determine the cost to the owner when contracting opportunities are not provided. Therefore, if the Contractor fails to comply with the Good Faith Effort provisions of this contract, the Contractor agrees to pay the sum of \$1,000 for each violation. These damages are independent of any liquidated damages that may be assessed due to any delay in the project caused by the Contractor's failure to comply with this or other provisions of the contract.

C. Liquidated Damages - Delay

The Contractor agrees that any delay to the specified contract time as a result of the Contractor's failure to comply with the requirements of this section shall subject the Contractor to the amount of liquidated damages specified elsewhere in the contract.

D. Possible Debarment

Failure to comply with the requirements of this portion of the contract may lead to the Contractor's disqualification from bidding on and receiving other Owner contracts.

E. Other Remedies

The remedies that are noted above do not limit any other remedies available to the Owner in the event that the Contractor fails to meet the requirements of the Good Faith Effort Requirements.

7. REVIEW OF RECORDS

- A. In the event that the Owner reasonably believes that a violation of the requirements of this section has occurred, the Owner is entitled to review the books and records of the Contractor and any subcontractors employed on the project to which the requirements of this section are applicable to determine whether such a violation has or has not occurred.
- B. In the event that the Contractor or any subcontractor fails to provide the books and records for inspection and copying when requested, such failure shall constitute a material breach of this contract and permit the imposition of any of the remedies noted in Section 6 above, including the withholding of all or part of any progress payment(s).

ATTACHMENTS:

FORM 1: Multnomah County - Good Faith Effort Program - **Subcontractor and Self-Performed Work List**

FORM 2: Multnomah County - Good Faith Effort Program - **MW/ESB Contact / Bids Received Log**

FORM 3: Multnomah County - **Subcontractor Payment and Utilization Report**

All forms are available on the CPCA website:

<http://www.multcopurch.org/>

**MULTNOMAH COUNTY
GOOD FAITH EFFORT (GFE) PROGRAM
SUBCONTRACTOR and SELF-PERFORMED WORK LIST
(FORM 1)**

NOTE: IF THE BIDDER IS NOT USING ANY SUBCONTRACTORS ON THIS PROJECT,
WRITE THE WORDS "SELF PERFORMING ALL WORK" ON THE FORM.

Bidder Name: _____ Total Bid Amount: _____

Bid Number: _____ Project Name: _____

The bidder must identify all GFE Divisions of Work (these may be different from the Technical Spec. Divisions of Work) it will self-perform. **GFE Divisions of Work not being self-performed require Good Faith Efforts.** If the Bidder has not determined who will perform a GFE division of work at bid time, list that GFE Division of work as "Undetermined". GFE Divisions of Work that are subcontracted must be documented and submitted according to GFE Program Requirements.

<u>GFE DIVISIONS OF WORK – BIDDER WILL SELF-PERFORM</u> <u>(GFE not required)</u>	<u>GFE DIVISIONS OF WORK – UNDETERMINED WHO WILL PERFORM</u> <u>(GFE required unless self-performed)</u>

LIST BELOW ALL SUBCONTRACTORS including those M/W/ESBs, that you intend to use on the project. For each subcontractor, include the address, telephone #, CCB #, Fax #, the type of work to be done and the dollar amount of the subcontract regardless of the amount of the contract. If this bid includes alternates for additional work, follow the same instructions as above.

<u>GFE DIVISIONS OF WORK BIDDER WILL SUBCONTRACT (GFE required)</u>					
ALL SUBCONTRACTORS (Please Print) Please use <i>correct legal name</i> of subcontractor	GFE DIVISION OF WORK (Painting, electrical, landscaping, etc.) Use GFE DOW list provided. Do not use the technical section DOW's.	DOLLAR AMOUNT OF SUBCONTRACT	Certified Subcontractor MBE/WBE/ESB Check box <input checked="checked" type="checkbox"/>		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# CCB# Fax#					
Name Address City/St/Zip Phone# CCB# Fax#					
Name Address City/St/Zip Phone# CCB# Fax #					

Name Address City/St/Zip Phone# CCB# Fax #					
---	--	--	--	--	--

Failure to submit this form by 4:00 p.m. on the day the bid is due shall result in the bid being non-responsive and the bid will be rejected.

MULTNOMAH COUNTY
GOOD FAITH EFFORT PROGRAM
M/W/ESB CONTACT / BIDS RECEIVED LOG
(FORM 2)

Bidder Name: _____

Bid Number: _____

Bidders shall record their contacts with MBE/WBE/ESB Subcontractors through use of this log. All columns must be completed. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	GFE Divisions of Work <small>Use list provided for areas of subcontracting. DO NOT USE the Technical Section DOW's.</small>	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY <small>Indicate Y-Yes or N-No</small>			REJECTED BIDS <small>(if bid received & not used)</small>		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used <small>If other, explain in Notes >></small>	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	

SUBCONTRACTOR PAYMENT AND UTILIZATION REPORT (FORM 3)

(Instructions for completing this report are on the next page. Numbers in each box refer to the paragraph numbers in the Instructions)

1 Bid No.	2 Contract No.	3 Prime Contractor
4 Prime Contract Amount	5 Report Dates (Beginning & Ending)	6 Project Name
7 Progress Report No. _____ <input type="checkbox"/> Check here if this is your FINAL Monthly Report for this project.		

SECOND TIER PAYMENTS TO SUBCONTRACTORS MUST BE INCLUDED ON THIS REPORT

8 ALL SUBCONTRACTOR NAMES APPEARING ON FORM 1	9 CHECK IF SECOND TIER SUB	10 ORIGINAL SUBCONTRACT AMOUNT (\$)	11 AMENDED SUBCONTRACT AMOUNT (\$)	12 PAYMENT AMOUNTS AND DATES MADE, FOR MONTH (\$)	13 TOTAL RETAINAGE HELD, IF ANY (\$)	14 TOTAL PAYMENTS TO DATE (\$)

SUBCONTRACTORS ADDED AFTER PROJECT AWARD **

15 SUBCONTRACTOR NAME (LIST ANY SUBCONTRACTORS NOT LISTED ABOVE)	16 NATURE OF WORK	17 STATUS MBE, WBE, OR ESB	18 CHECK IF SECOND TIER SUB	19 SUBCONTRACT AMOUNT	20 PAYMENT AMOUNTS AND DATES MADE, FOR MONTH (\$) ***	21 TOTAL RETAINAGE HELD, IF ANY (\$)	22 TOTAL PAYMENTS TO DATE (\$)

** Before replacing, substituting, or adding any subcontractor, Contractor is required to obtain written consent from the Multnomah County CPCA Manager.

IT IS HEREBY CERTIFIED THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY CONTRACTOR IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE.

Authorized Signature of Contractor Representative _____

Date: _____

Submit with request for Progress Payment to Project Manager, _____, 401 N Dixon, Portland OR 97227-1865 **AND** Multnomah County CPCA, 501 SE Hawthorne Blvd., Suite 400, Portland, OR 97214

*** (If any payment made to a subcontractor is less than that requested by the subcontractor, explain here). _____

INSTRUCTIONS FOR COMPLETING THE MONTHLY SUBCONTRACTOR PAYMENT AND UTILIZATION REPORT

1. **BID NUMBER:** Enter Multnomah County Bid Number
2. **CONTRACT NUMBER:** Indicates the contract number for this project, as assigned by the County.
3. **PRIME CONTRACTOR:** Indicate the name of the prime contractor.
4. **PRIME CONTRACT AMOUNT:** Indicate the total dollar amount of the prime contract.
5. **REPORT DATES:** Indicate the beginning and ending date for the calendar month for which the report is submitted.
6. **PROJECT NAME:** Indicate the project name as indicated on the contract documents.
7. **PROGRESS REPORT NUMBER:** Enter report No.1 for the first report submitted and subsequent numbers for reports submitted thereafter. Check box if the report is the Final report for the project.
8. **ALL SUBCONTRACTOR NAMES:** Names of all subcontractors (not suppliers) listed on Form 1.
9. **CHECK IF SECOND TIER SUBCONTRACTOR.**
10. **ORIGINAL SUBCONTRACT AMOUNT:** Indicate the dollar amount for each subcontract at time of award.
11. **AMENDED SUBCONTRACT AMOUNT:** This amount should be the total dollar value (original subcontract amount plus any additions or deletions) of the subcontract.
12. **PAYMENT AMOUNTS AND DATES MADE, FOR MONTH:** Please list any payment amounts for the month, and the dates the payments were made.
13. **TOTAL RETAINAGE HELD, IF ANY:** If the prime is holding retainage, enter the total amount of the retainage held for the reporting period.
14. **TOTAL PAYMENTS, TO DATE:** This amount should be the total dollar amount paid-to-date to the subcontractor.
15. **SUBCONTRACTOR NAME:** Please list any subcontractors not appearing on original sub plan.
16. **NATURE OF WORK:** Briefly describe subcontractors work (i.e. Landscaping, Electrical, Paving, etc.).
17. **STATUS:** Indicate the appropriate M/W/ESB status of each subcontractor listed (i.e. MBE, WBE, ESB). **Note:** Designations should be consistent with how firms were certified by the state at time of contract award. Only one designation may be used for credit and will be applied accordingly. Leave blank for non-certified firms.
18. **CHECK IF SECOND TIER SUBCONTRACTOR.**
19. **SUBCONTRACT AMOUNT:** Indicate the dollar amount of the subcontract.
20. **PAYMENT AMOUNTS AND DATES.** Insert the amounts paid to the subcontractor during the period covered by this report. If any amount paid is less than the amount requested by the contractor, explain the difference in the space at the bottom of the form. Use additional pages if necessary to provide a complete explanation.
21. See #13.
22. See #14.

EXHIBIT C
WORKFORCE TRAINING AND HIRING PROGRAM REQUIREMENTS
Workforce Training & Hiring Program Specifications

Contractor Checklist

**This program applies to prime contracts of \$200,000 or more
and subcontracts of \$100,000 or more.**

The following Workforce Training & Hiring Requirements are a summary of the key contractual obligations of contractors working on Multnomah County funded public works projects, development agreements or Enterprise Zone benefits. It is the contractor's responsibility to read and fully understand this section of the bid specifications and to comply with all provisions of the program, regardless of whether they appear on this checklist. The City administers this program for Multnomah County, Portland Development Commission, Tri-Met, Portland Community College and the Housing Authority of Portland.

CHECKLIST:

1. Prime Contractor:

- **A. Submit Projected Hiring Needs form (Exhibit 2) to Owner within 15 calendar days after bid opening or prior to contract award, whichever occurs first.**
- **B. Ensure compliance by all subcontractors with subcontracts of \$100,000 or more, and provide them with a copy of the Workforce Program section of the specifications.**

2. Subcontractors, at all tiers, with contracts of \$100,000 or more :

- **Submit Projected Hiring Needs form (Exhibit 2) prior to beginning work on the project or within 5 days of signing subcontracts, whichever occurs first.**

3. Prime and all subcontractors with contracts of \$100,000 or more must:

- **A. Throughout the duration of the project:** Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed by the prime and subcontractors of \$100,000 or more are worked by state-registered apprentices.
- **B. Before starting work on this project:** Submit proof of registration as a Training Agent with the Bureau of Labor & Industry, Apprenticeship & Training Division (ATD) in each trade employed. For assistance, contact the City Workforce Program (503) 823-6850 or ATD (503) 731-4072.
- **C. Throughout the duration of the project:** Make all reasonable and necessary efforts to employ a workforce that reflects the diversity of Multnomah County, including recruitment of a diverse workforce through the unions, the apprenticeship programs and other community resources, as described in this section of the specifications.
- **D. Throughout the duration of the project:** Maintain written documentation of all requests for workers from the unions, apprenticeship programs, and community organizations.
- **E. When an apprentice is hired:** Notify the City Workforce Program.
- **F. By the 5th of each month to the Owner's Project Manager and the City Workforce Program, submit Monthly Employment Report (Exhibit 4).**

Please consult the Workforce Training & Hiring Requirements for additional information or call the City Workforce Program at (503) 823-6850 if you have questions.

WORKFORCE TRAINING AND HIRING PROGRAM REQUIREMENTS

I. PURPOSE OF WORKFORCE SPECIFICATIONS

A. General Program Description

The Portland City Council and Multnomah County Commissioners have directed that all Bureaus and Departments maximize apprenticeship and employment opportunities for minorities, women and economically disadvantaged workers in the construction trades. (City Ordinance No. 167374, Feb. 16, 1994 and County Ordinance No. 861, July 11, 1996) Their goals include a) ensuring that the City and County do business with contractors whose workforce reflects the diversity of the workforce found in Multnomah County, and b) that their contracting dollars provide fair and equal opportunities to the jurisdictions' diverse populations.

The City/County Workforce Training & Hiring Program ("Workforce Program") is administered for the City of Portland, Portland Development Commission (PDC), Multnomah County, and Tri-Met, and the Housing Authority of Portland by the City of Portland, Bureau of Purchases. The Workforce Program applies to all prime Contracts of \$200,000 or more and to each subcontractor having a subcontract of \$100,000 or more on the project. The Contractor and all subcontractors are encouraged to fulfill the program requirements even if their contracts are less than these amounts.

Contractors shall make reasonable efforts to ensure that their workforce reflects the diversity of Multnomah County.

One way Contractors can make reasonable efforts to ensure that their workforce is diverse is to recruit, train and employ minorities and women whenever possible. This portion of the contract establishes requirements regarding that recruitment, training and employment.

For purposes of the Workforce Specifications, the following definitions shall apply:

"The contract" shall mean the contract awarded as a result of these bid specifications.

"Contractor" shall mean the bidder to whom a contract is awarded.

The term "minorities" shall include members of either sex who are African-Americans, Hispanic Americans, Asians or Pacific Islanders, Native Americans or Alaskan Native Americans.

"Owner" shall mean the government agency that awarded the contract, or leveraged public involvement in the project through a loan, development agreement or Enterprise Zone program.

"The project" shall include all work performed pursuant to the contract.

B. Organization of Program Requirements

The Workforce Specifications are divided into several parts.

Section II refers to the action that bidders must take in order to be eligible for an award of a contract.

Section III lists the actions that must be taken by the Contractor.

Section IV refers to remedies available to the Owner if a Contractor fails to meet the requirements of the Workforce Specifications.

Section V refers to the Owner's ability to monitor compliance with the Workforce Specification by examination of contractor and subcontractor records.

II. ACTION REQUIRED OF ALL BIDDERS

- A. All Bidders shall thoroughly read this Workforce Program specification and commit to perform all requirements described herein. The Apparent Low Bidder shall submit Exhibit 2, Projected Hiring Needs within fifteen (15) calendar days after bid opening or prior to award of the contract, whichever occurs first. The Exhibit shall provide complete information. The Projected Hiring Needs must demonstrate how the workforce on this project will fulfill all program requirements, including utilization of apprentices.

In the event that the Apparent Low Bid is nonresponsive, the next lowest Bidder considered for contract award shall submit Exhibit 2 within fifteen (15) days after bid opening or within two (2) days of notification by the Owner, whichever occurs last.

For PDC development agreements, Exhibit 2 shall be submitted by the prime Contractor within fifteen (15) calendar days after its selection.

III. ACTIONS NECESSARY TO SATISFY CONTRACT REQUIREMENTS

- A. Make Reasonable Efforts to Have Diverse Workforce

A Contractor must make all necessary and reasonable efforts to have a workforce that reflects the diversity of the City of Portland and Multnomah County and is reasonably consistent with the availability of qualified women and minorities based on Equal Employment Opportunity data supplied by the City and County. This requirement is in addition to any other requirement of this portion of the contract.

The Contractor shall demonstrate that it is an EEO employer with a diverse workforce, or that it is making serious efforts to become one, as follows:

1. The Contractor and each affected subcontractor shall submit a copy of its "A" level EEO certification letter from the City of Portland EEO Program. An "A" level EEO certification demonstrates that the Contractor is not underutilized by

trade, race, and gender in its companywide workforce based on availability data from the 1990 census and the City's EEO statistical summary; or

2. Provide written documentation of its good faith recruitment efforts. If the Contractor is unable to verify that it employs a diverse workforce based on the standards described in the paragraph above, then the Contractor must follow the process for recruiting apprentices and journey workers described in Sections IIIF and IIIG of this specification. This process is considered by the Owner to be the minimum effort to recruit a diverse workforce.

NOTE: A Contractor seeking an "A" level EEO certification may wish to consider utilizing the Recommended Good Faith Recruitment & Retention Practices, attached as Exhibit 1.

3. The failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall not excuse the Contractor's obligations under this section of the specifications.

B. Ensure Compliance By Certain Subcontractors

1. The contractor shall ensure that each subcontractor having a subcontract of \$100,000 or more, at all tiers shall comply with all of the provisions of the workforce specifications. Contractors shall include in their bid all costs associated with this requirement. No change order will be executed in order for the contractor to comply with this section.
2. The Contractor shall provide a copy of this Workforce Program specification to all subcontractors with contracts of \$100,000 or more executed for the project.

C. Register As A Training Agent

The Contractor shall register with the Oregon Bureau of Labor and Industries (BOLI) as a Training Agent and ensure that all subcontractors who have contracts in the amount of \$100,000 or more are registered as Training Agents. However, registration as a Training Agent in a specific trade is not required if there are no training opportunities in that trade on the project, based on the maximum ratio allowed by BOLI.

1. Only training programs approved by and registered with BOLI may be used to fulfill training requirements under the workforce specifications.
2. Training is intended to be primarily on-the-job training in apprenticeable crafts, and does not include classifications such as flag person, timekeeper, office engineer, estimator, bookkeeper, clerk/typist, fire fighter, or secretary. Hours performed in crafts, which are not apprenticeable occupations, such as truck driving, are exempt from the training requirements.
3. Exemptions to the training requirements must be approved by the Owner in writing prior to starting work on the project. Written requests for exemptions related to the training requirements will be considered by the Owner during the

course of the project, only for extreme circumstances, and must also be approved in writing. All requests to exempt all or any portion of the work on a project shall be submitted to the Bureau (14) days before any work on the project begins. Requests for exemptions should be directed to the City Workforce Training & Hiring Program Compliance Specialist for the project.

Requests for exemptions shall be approved by the City Workforce Training & Hiring Program Coordinator.

D. Submit Documentation

The contractor shall submit documentation regarding the following subjects to the Owner. The Owner's failure to object to documentation submitted by the Contractor or subcontractor shall not relieve them of the requirements of this section.

1. Training Agent Status

The Contractor and all required subcontractors must submit proof to the Workforce Program that they are registered Training Agents with BOLI prior to beginning any work on the project.

2. Subcontractor Workforce Information

Exhibit 2, Projected Hiring Needs, must also be submitted for each subcontractor required to register as a Training Agent prior to beginning work on the project or within 5 calendar days after the execution of the applicable subcontract, whichever occurs first. Work by a subcontractor shall not begin prior to submission of such documentation.

3. Contractor and Subcontractor Reports After Work Begins

The Monthly Employment Report (Exhibit 4) must be submitted by the prime Contractor and any subcontractor having a subcontract of \$100,000 or more to the Workforce Program by the 5th day of each month, with a copy to the Owner's project manager. The Contractor shall follow the submittal instructions on the report form. All hours subject to prevailing wage rates on public projects, in addition to supervisors, foremen, and superintendents, shall be reported on Exhibit 4.

4. A copy of certified payroll reports may be requested by the Owner to verify information in the Report. The payroll reports shall be provided within 7 days of the date when the contractor receives the request for the payroll.

E. Use of Apprentices

The Contractor shall:

1. Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed on the project by the prime contractor, and subcontractors with

subcontracts of \$100,000 or more, are worked by state registered apprentices throughout the duration of the project. Contractors and subcontractors shall fulfill the 20% apprenticeship hour's requirement without exceeding the apprentice ratios approved by the applicable apprenticeship program.

2. Pay all apprentices the wages required by any applicable collective bargaining contract or pursuant to state or federal law and regulations.
3. Not use workers previously employed at journey-level or those who have successfully completed a training course leading to journey-level status to satisfy the requirements of these provisions.
4. Notify the Workforce Program when an apprentice is hired for this project.
5. Count apprentice hours as follows:
 - (a) Hours worked on the project by apprentices enrolled in state-approved apprenticeship programs. If the Contractor is unable to fulfill its 20% requirement, then the Contractor may also use methods (b) and (c) below;
 - (b) Hours worked on the project by apprentices who are required to be away from the job site for related training during the course of the project, but only if the apprentice is rehired by the same employer after completion of training; and
 - (c) Hours worked on the project by graduates of state-registered apprenticeship programs, provided that such hours are worked within the 12-month period following the apprentice's completion date.

F. Use Apprenticeship Programs for Referrals

A Contractor that does not have an "A" level EEO certification must follow all of these steps in seeking apprentice referrals:

1. Contact the appropriate apprenticeship program or dispatch center to request apprentices who are enrolled in the apprenticeship program; and
2. Request female or minority apprentices from the union or open shop apprenticeship program if such an action will help meet Equal Employment Opportunity (EEO) certification requirements or remedy historical underutilization in the Contractor's workforce; and
3. Keep a written record of the request for apprentices, including name of contact person at apprenticeship program, phone, fax, date, time, job location, start date, etc.; and
4. Make reasonable and necessary efforts to recruit apprentice applicants from community organizations/recruitment resources, and seek to enroll them into an apprenticeship program, if the apprenticeship program is unable to supply an apprentice (or if no women or minorities are available to meet EEO needs), and if

the program is open for applications or allows direct entry from community resources.

NOTE: Contractors may contact the Workforce Program for assistance regarding the apprentice referral process, or may utilize Exhibit 3, Request For Apprentice form, to document their efforts. A list of community organizations/recruitment resources is also available. Instructions are on the last page of this section of the specifications.

G. Utilize Unions and Community Organizations When Recruiting For Any Positions on this Project

When hiring, requesting, recruiting, or replacing workers for this project, the Contractor that does not have an "A" level EEO certification shall:

1. Make reasonable and necessary efforts to employ a diverse workforce, especially to correct any potential EEO certification problems. Such actions should include requests for minority and female applicants. Contractors are notified that direct hiring of employees (such as "walk-ons") without providing notification of that job opportunity, in accordance with paragraph G.2. below, may not constitute a reasonable effort.
2. Document its employment efforts. Documentation should be sufficient to establish the Contractor's efforts, and should include:
 - a) Requests to union halls for signatory contractors;
 - b) Requests to union or open shop apprenticeship programs;
 - c) Requests to community resources who assist contractors with recruitment and referral of workers.**

Documentation will be requested by the Owner from Contractors that are not "A" level EEO certified if it appears that the Contractor has not made reasonable and necessary efforts to acquire a diverse workforce. When requested, the Contractor shall provide that documentation to the Workforce Program within 7 calendar days.

IV. CONSEQUENCES OF NONCOMPLIANCE WITH WORKFORCE REQUIREMENTS

The Owner's commitment to this program is reflected, in part, by the cost of administering the program. Failure to meet the requirements of this section of the specifications negates such funding and impairs the Owner's efforts to promote workforce diversity and to provide fair and equal opportunities to the public as a whole as a result of the expenditure of public funds. Therefore, the parties mutually agree that failure to meet the requirements of this section of the specifications, including but not limited to the submission of required documentation, constitutes a material breach of contract.

In the event of a breach of this section of the contract, the Owner may take any or all of the following actions:

A. Withholding Progress Payments

The Owner may withhold all or part of any progress payment or payments until the Contractor has remedied the breach of contract. In the event that progress payments are withheld, the contractor shall not be entitled to interest on said payments.

If a subcontractor(s) is responsible for noncompliance with the Workforce Program requirements, the Owner may choose to withhold only their portion of the progress payment.

B. Retain sums as damages for failure to comply with Workforce Specifications

The parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by the Owner for the Contractor's failure to comply with the Workforce Specifications. The parties further agree that it is difficult, if not impossible, to determine the cost to the Owner when workforce opportunities are not provided.

Therefore, if the Contractor fails to comply with the workforce provisions of this contract, the Contractor agrees to pay the sum of \$250 per day for each day of missed apprenticeship hours or until the breach of contract is remedied. Damages may be assessed for failure to meet the 20% apprenticeship training requirements by the prime and each required subcontractor in each trade employed. Damages will be calculated based on the training hours not provided to the Owner at a rate of \$250 per day. For example, if the Contractor was required to provide 200 hours of carpenter training (20% of 1,000 total carpenter hours), and the Contractor only provided 150 training hours, then the difference (50 hours) is divided by 8 (one day of work) to determine number of days of undelivered training. $(50/8 = 6.25 \times \$250 = \$1,562.5)$.

Damages may also be assessed for failure to fulfill the inclusive hiring process described in sections IIIF and IIIG.

These damages are independent of any liquidated damages that may be assessed due to any delay in the project caused by the Contractor's failure to comply with the Workforce provisions of the contract.

C. Retain sums as liquidated damages for delay

The Contractor agrees that any delay to the specified contract time as a result of the Contractor's failure to comply with the requirements of this section shall subject the Contractor to the amount of liquidated damages specified elsewhere in the contract.

D. Notification of Possible Debarment

By executing this contract, the contractor agrees that it has been notified that failure to comply with the requirements of this portion of the contract may lead to the Contractor's disqualification from bidding on and receiving other Owner contracts.

E. Other Remedies

The remedies that are noted above do not limit any other remedies available to the Owner in the event that the Contractor fails to meet the requirements of the Workforce Specifications.

V. REVIEW OF RECORDS

In the event that the Owner reasonably believes that a violation of the requirements of this section has occurred, the Owner is entitled to review the books and records of the Contractor and any subcontractors employed on the project to whom the requirements of this section are applicable to determine whether such a violation has or has not occurred.

In the event that the Contractor or any subcontractor fails to provide the books and records for inspection and copying when requested, such failure shall constitute a material breach of this contract and permit the imposition of any of the remedies noted in Section IV above, including the withholding of all or part of any progress payment.

ATTACHMENTS:

Exhibit 1: Recommended Recruitment & Retention Practices

Exhibit 2: Projected Hiring Needs

Exhibit 3: Request For Apprentice form

Exhibit 4: Monthly Employment/Training Report

Exhibit 5: Apprenticeship Ratio Data

Community Organizations/Recruitment Resources

A list of community resources that assist with construction recruitment is available upon request by calling the Workforce Program at (503) 823-6850.

The list is also available by calling the City of Portland Purchasing Buyline at (503) 823-6855. Then choose Fax On Demand and order document 20307. This service is available 24 hours daily.

Questions Regarding Apprenticeship:

Bureau of Labor & Industries
Apprenticeship & Training Division
800 N.E. Oregon St. # 32
Portland, OR 97232
(503) 731-4072

Questions Regarding City/County

Workforce Training and Hiring Program
City of Portland/Bureau of Purchases
1120 S.W. Fifth Ave., Room 750
Portland, OR 97204
(503) 823-6850 or (503) 823-6855
Fax: (503) 823-5539.

EXHIBIT 1

RECOMMENDED GOOD FAITH RECRUITMENT & RETENTION PRACTICES

A. Recruitment Efforts

Good faith recruitment efforts are those intense, aggressive, sincere, and result-oriented actions taken by the Contractor designed to accomplish the objectives of the City Workforce Training & Hiring, and Equal Employment Opportunity Programs. These efforts may assist the Contractor in achieving an "A" level EEO certification. Good faith recruitment efforts include, but are not limited to:

1. Work aggressively with Contractor's Joint Apprenticeship Training Committee (JATC) to recruit minorities, women and disadvantaged individuals. Provide evidence of these efforts.
2. Assist the JATC by conducting a workshop with minority and women employees to enlist their assistance as recruiters and request their ideas on how to increase employment of underutilized groups.
3. Support the efforts of the Contractor's JATC by giving all apprentices referred to the Contractor a fair chance to perform successfully, allowing for possible lack of previous experience. Recognize that the Contractor is responsible for providing on-the-job training, and that all apprentices should not be expected to have previous experience.
4. Participate in job fairs, school-to-work, and community events to recruit minorities, women, and disadvantaged individuals into the construction trades.
5. Allow scheduled job site visits by participants in community programs, as safety allows, increasing awareness of job and training opportunities in the construction trades.
6. Keep applications of those not selected for an opening. Contact when opening occurs.

B. Retention Efforts

The Contractor shall endeavor to retain minorities, women, and disadvantaged individuals by implementing steps such as the following:

1. Maintain a harassment-free work place.
2. Ensure that employees are knowledgeable about the company's policies if they need to report a harassment problem.
3. Make reasonable attempts to keep apprentices working and train them in all work processes described in the apprenticeship standards.
4. Review and disseminate, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions.
5. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
6. Take steps to reduce feelings of isolation among minorities and women to curb hostile attitudes and behavior (e.g., have several minorities and women at the job site, provide access to support group system).
7. Provide adequate toilet facilities for women on the job site.
8. Match minority, female, or disadvantaged apprentices who may need support to complete their apprenticeship programs with a journey-level mentor.

EXHIBIT 2**PROJECTED HIRING NEEDS**

This form must be completed thoroughly by the prime and each subcontractor with a subcontract of \$100,000 or more.

Please state how you plan to perform the work on this project, indicating the number of journey workers and apprentices by trade. This workforce plan must demonstrate how your company will fulfill all Workforce Program requirements, including utilization of apprentices. **Complete all columns, with project-specific information.**

BID# _____

PROJECT NAME: _____

Federal ID # _____

☐ Prime Contractor ☐ Subcontractor

Trade	Total # of Journey Workers	# of Apprentices	# of New Positions (indicate Journey or Apprentices)	Anticipated Start Date	Estimated Total Hours (all workers in each trade)
Please list the apprentices who will work on this project. If you need more space, attach an additional sheet of paper. The Workforce Program compliance staff must approve all apprentices on the project.					
Name of Apprentice	Trade	Race	Gender	Date of Hire	Staff use only (Initial: Approved Notified, Docs)
If no current apprentices, indicate when and how they will be hired.					

Person in your company who does hiring: _____

COMPANY: _____ CCB# _____ PHONE: _____ FAX: _____

Are you a registered Training Agent? ☐ Yes ☐ No Are you a ☐ Union ☐ Open Shop contractor?

With which JATCs are you registered to train apprentices? _____

Apprentice committee or union contact person who dispatches apprentices to your company:

Name: _____ Phone: _____ Fax: _____

Name: _____ Phone: _____ Fax: _____

PREPARED BY: _____ / _____

DATE: _____

(sign and print)

Prime contractor must complete and submit to Owner within 15 calendar days after bid opening or prior to award of contract, whichever occurs first.

Subcontractors with contracts of \$100,000 or more must submit prior to beginning work on the project or within five (5) days of signing subcontract, whichever occurs first, to Prime Contractor. **Prime Contractor must submit to: Workforce Program, Bureau of Purchases, 1120 S.W. Fifth Avenue #750, Portland, OR 97204**
Phone (503) 823-6850 or FAX (503) 823-5539

EXHIBIT 3

Request For Apprentice

The contractor may use this form to document efforts when recruiting apprentices.

FAX To: _____ /

(Apprenticeship Committee)

(Contact/ Dispatcher)

Fax Number : _____ Number of Pages _____

Request From:

Company Name _____ /

(Registered Training Agent)

(Contact Person)

Phone _____ Fax _____

Date: _____ Time: _____

Apprentice Request:

As a registered Training Agent, I am using this form to request referral of an apprentice for employment with my company in cooperation with the City/County/PDC Workforce Training & Hiring Program. I would like to continue to diversify my workforce. Therefore, please refer ethnic minorities and women for my consideration. If I am unable to receive a referral from my apprenticeship program within a reasonable time, and my apprenticeship program is open for applications or allows direct entry, I may use this form to request a referral to the apprenticeship program from community recruitment resources.

Apprentice referral is needed by this date: _____ Work Starts: _____

Job Site Location: _____ Expected Length of Employment: _____

Project _____ Owner (Multnomah

County) _____

Number of Apprentices: _____

Trade/Occupation: _____

Number of Apprentices: _____

Trade/Occupation: _____

Minimum qualifications (if different from apprenticeship standards): _____

Safety needs: ___ Hard hat ___ Gloves ___ Hard-toed boots Other? _____

Please fax this Request For Apprentice form to your apprenticeship committee.

To document your good faith efforts, copies may also be sent to:

City Workforce Training & Hiring

1120 SW 5th Ave. Rm 750

Portland, OR 97204

Phone: (503) 823-6850

FAX: (503) 823-5539

For Apprenticeship Program Only

Please check the appropriate box and fax to City Workforce Program:

☐ I was able to dispatch an apprentice to the project listed above.

Name of Apprentice: _____ Rae _____ Gender _____

☐ I was unable to dispatch an apprentice to the project listed above because _____

Fax this form with dispatch information to (503) 823-5539. Thank you.

Submit to: City Workforce Program
Bureau of Purchases
1120 SW 5th Ave #750
Portland, OR 97204
FAX: (503) 823-5539

Send copy to: Developer and Owner's Project Manager

* Race includes the following minorities:
AA - African American - having origins in any of the black racial groups of Africa;
H - Hispanic American - person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin;
A - Asian American - having origins in any of the original people of the Far East, Southeast Asia, Indian subcontinent or the Pacific Islands;
NA - Native American - American Indian or Alaskan Native, having origins in any of the original peoples of North America;
C - Caucasian.

Signature: _____ Print Name: _____ Title: _____

NOTE: Apprentice hours spent in the classroom during the course of the project can be submitted as hours worked.

EXHIBIT 5**APPRENTICESHIP RATIO DATA***

The following data may be used to determine the ratio of apprentices on a jobsite in proportion to journey-level workers on the jobsite. The ratios that apply are those listed in the standards of the apprenticeship committee to which the Training Agent (Contractor) is a member. If the applicable trade is not listed, contact the Bureau of Labor and Industries at (503) 731-4072 or your apprenticeship

*Ratios may change pursuant to actions taken by the Oregon State Apprenticeship & Training Council/BOLI. For the purposes of this contract, the ratios approved by BOLI on the date the bid is advertised shall prevail.

<u>TRADE</u>	<u>APPRENTICE TO JOURNEY RATIO*</u>		
	<u>1st Apprentice</u>	<u>2nd Apprentice</u>	<u>Max</u>
Asbestos/Insulation Workers	1/1	1/4	
Brick/Marble/Terrazzo/Tile Finisher	1/1	1/3	
Bricklayer/Masonry	1/1	1/5	
Carpenter (Portland)	1/1	1/1 (1/5 union)	Additional apprentices authorized a 1/5 (union). Open shop and City of Portland industrial 1/1 for first three apprentices; 1/5 after.
Carpet Installers/Floorlayers	1/1	1/3	
Cement Masons	1/2	1/3	
Drywall Applicator (Ext/Int Specialists)	1/3	1/5	
Drywall Finisher (Taper)	1/1	1/3	
Electricians			
Inside	1/1	1/3 union (1/2 open shop)	
Outside	1/6	1/6	
Limited Energy/Limited Residential	1/1	1/1 union (1/2 open shop)	
Construction Lineman	1/1	1/1	
Limited Maintenance	1/1	1/2	
Stationary Engineer	1/1	1/3	
Elevator Contractor	1/1	1/1	1/1 for first two apprentices; 1/2 after
Environmental Control System (HVAC)	1/1	1/1	
Glass Installer (Glazier)	1/1	1/3	
Hod Carrier/Mason Tender	1/1	1/5 union (1/3 open shop)	
Iron Worker	1/1	1/6	
Laborer (Construction)	1/1	1/5 union (1/3 open shop)	
Landscape Laborer/Technician	1/1	1/5 union (1/3 open shop)	
Maintenance Mechanic	1/1	1/3	
Millwright	1/5 union (1/3 open shop)	1/5 union (1/3 open shop)	
Operating Engineer (Heavy)	1/1-4	2/5-9	3/10-19 4/20-24 5/25-29 30 or more 1/for each 5 additional operators
Painting & Sandblasting	1/1	1/3	
Painting (Traffic Control)	1/1	1/4	
Pile Drivers	1/3	1/5	
Pipe Fitters/Steam Fitters	1/1	1/1	1/1 for first two apprentices; 1/3 after

Plasterers	1/1	1/3	
Plumber	1/1	1/1	1/1 for first two apprentices, 1/3 after
Roofer	1/1	1/1	
Scaffold Erector	1/1	1/1	1/1 for first five apprentices, 1/5 after
Sheet Metal Worker	1/1	1/1	1/1 for first two apprentices, 1/3 after
Sheet metal Worker (Residential)	1/1	1/1	
Sign Maker/Erector	1/1	1/1	
Sprinkler Fitter	1/1	1/1	
Structural Fabricator	1/1	1/3	
Terrazzo Worker	1/1	1/3	
Tile/Marble Setter	1/1	1/3	

BOGSTAD Deborah L

From: District3

Sent: Tuesday, October 23, 2007 2:40 PM

Subject: PRESS RELEASE: Naito on Court Facilities Committee



FOR IMMEDIATE RELEASE

PRESS RELEASE

CONTACT: Terri Naito, 503 988-5217

AOC DESIGNATES NAITO AS COUNTIES REP' TO INTERIM COMMITTEE ON COURT FACILITIES

MULTNOMAH COUNTY – Commissioner Lisa Naito will join Chief Justice Paul J. De Muniz and other legislative appointees in evaluating the status of Oregon's court facilities.

As part of the Interim Committee on Court Facilities, Naito will help develop a proposal for the 2009 Legislature to ensure that needed improvements to court facilities are made. Naito is serving as the Association of Oregon Counties (AOC) liaison to the Committee.

"Oregon needs to bring its courthouses into the 21st century without severing our link to the past," noted Naito. "The formation of this committee recognizes the need to devote more financial resources to our historic courthouses which represent some of the finest works of public architecture in our state."

Oregon achieved statehood in 1859 and, as counties were created, courthouses were among the first permanent structures built. The Benton County Courthouse in Corvallis dates from 1889, making it the oldest in Oregon still used for its original purpose. The Multnomah County Courthouse is in its 93rd year of continuous operation. These courthouses – a link to our history and a reflection of the economic, social, and political influences of their time – are today suffering from old age.

Naito has been actively seeking solutions to improve or replace the current and ailing Multnomah County Courthouse since 2000. Late last year, Multnomah County, at Naito's urging, moved forward on a location for the courthouse by declaring a preferred site at the northwest end of the Hawthorne Bridge. More recently, Naito appointed attorney Mark Pengilly to assist the County in pursuing financing alternatives for courthouse construction.

- 30 -

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 07-174

Approving an Intergovernmental Agreement with the Portland Development Commission for Urban Renewal Funding to Partially Finance the Cost to Relocate the Hawthorne Bridge West Bound Off-Ramp to Create a Site for a Courthouse

The Multnomah County Board of Commissioners Finds:

- a. Resolution 07-055 directed Facilities and Property Management (FPM) to proceed with the Intergovernmental Agreement (IGA) with the Portland Development Commission (PDC) under the terms laid out in the preceding MOU to secure \$9 million in Downtown Waterfront Urban Renewal Area funds for the partial financing of the relocation of the existing Hawthorne Bridge west-bound off-ramp.
- b. FPM has negotiated an IGA with PDC which includes the following terms:
 - 1) Financial assistance from PDC up to \$9 million to be used to relocate the existing Hawthorne Bridge west-bound off-ramp to allow creation of a site for a new courthouse.
 - 2) County's commitment to make a good faith effort to complete the courthouse.
 - 3) Joint solicitation for the sale of the Morrison Bridgehead Properties subject to a redevelopment agreement.
 - 4) Joint consideration of a possible Hawthorne Bridgehead Urban Renewal Area.
 - 5) County cooperation with respect to possible redevelopment of the following properties:
 - South Hawthorne Bridgehead
 - Hooper Detox Center
 - Hawthorne Bridge Shop
- c. The IGA requires approval from both the County and PDC. PDC is scheduled to hear this matter on November 14, 2007.

The Multnomah County Board of Commissioners Resolves:

1. The attached Intergovernmental Agreement with the Portland Development Commission is approved and upon approval of the agreement by PDC the County Chair is authorized and directed to sign the agreement in a form substantially as set forth in the attachment.

ADOPTED this 1st day of November, 2007.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

John Thomas, Assistant County Attorney

Submitted by:

Lisa Naito, Commissioner District 3
Maria Rojo de Steffey, Commissioner District 1
Ted Wheeler, County Chair

**INTERGOVERNMENTAL AGREEMENT
HAWTHORNE BRIDGE RAMP RELOCATION
COUNTY COURTHOUSE
MORRISON BRIDGEHEAD PROPERTIES**

This Intergovernmental Agreement ("Agreement") is entered into on _____, 2007 (the "Effective Date") between Multnomah County, Oregon ("County"), and the City of Portland, acting by and through the Portland Development Commission, its duly designated urban renewal agency ("PDC"). PDC and County may be collectively referred to herein as the "Parties" and, individually, as a "Party".

RECITALS

- A. County desires to redevelop the block bounded by SW Naito Parkway, SW First Avenue, SW Madison Street, and SW Main Street in the City of Portland, known as Block 7 (the "Redevelopment Property"), as a new Multnomah County Courthouse.
- B. The Redevelopment Property is currently bisected by the Hawthorne Bridge off ramp and, as part of the preparation of the Redevelopment Property for a new courthouse, County must relocate the off ramp.
- C. A portion of the relocated off ramp will fall within the Downtown Waterfront Urban Renewal Area and County has requested nine million dollars (\$9.0 million) from PDC to assist it in relocating the off ramp.
- D. PDC is willing to provide such financial assistance provided that, among other things, County agrees to work jointly with PDC to offer the property bounded by SW 1st Avenue, SW 2nd Avenue, SW Alder Street/Morrison Bridge ramp, and SW Washington Street/Morrison Bridge ramp and the property bounded by SW Naito Parkway, SW 1st Avenue, SW Morrison Street, and SW Stark Street (collectively, the "Morrison Bridgehead Properties"), also located with the Downtown Waterfront Urban Renewal Area in Portland, for private redevelopment.
- E. Relocating the Hawthorne Bridge off ramp and offering the Morrison Bridgehead Properties for private redevelopment will enable development of a new Multnomah County Courthouse (the "Courthouse") on a site formerly devoted exclusively to transportation infrastructure, will allow private redevelopment to proceed on other sites that were considered as possible locations for the new Courthouse (such as Block 10 in Portland, bounded by SW 1st Avenue, SW 2nd Avenue, SW Madison Street, and SW Main Street and commonly known as Two Main Place), and will further the Downtown Waterfront Urban Renewal Plan.
- F. On April 24, 2007, County and PDC entered into a Memorandum of Understanding ("MOU") summarizing the foregoing terms and, pursuant to the MOU, now desire to enter into this Intergovernmental Agreement to implement the transactions contemplated thereby.

AGREEMENT

ARTICLE I – HAWTHORNE BRIDGE RAMP RELOCATION AND COURTHOUSE

- 1.1 **PDC Financing.** Subject to the terms and conditions of this Agreement, including but not limited to Section 1.5 below, PDC shall provide County with financing for relocation of the Hawthorne Bridge off ramp, as such relocation is further described in Exhibit A attached hereto and incorporated herein by this reference (the "Ramp Relocation Project"), in an amount not to exceed nine million dollars (\$9.0 million) (the "PDC Financing"). The PDC Financing may only be used to pay costs of the Ramp Relocation Project that relate directly to improvements located within the boundaries of the Downtown Waterfront Urban Renewal Area, as reflected in Exhibit A (the Downtown Waterfront Urban Renewal Area lies to the west of the boundary identified in Exhibit A), and that are a permissible use of tax increment revenues derived under ORS Chapter 457. For purposes of this Agreement, the foregoing costs include a contribution, in an amount up to 2% of the PDC Financing (the "RACC Contribution"), to the Regional Arts and Culture Council for public art, as required by Chapter 5.74 of the Portland City Code. If County uses part of the PDC Financing to cover soft costs of the Ramp Relocation Project, the proportion of the soft costs covered by the PDC Financing shall not exceed the proportion of the hard costs of the Ramp Relocation Project covered by the PDC Financing. Any other use of the PDC Financing must be approved in advance and in writing by PDC.
- 1.2 **Completion of Ramp Relocation Project.** County shall commence the Ramp Relocation Project within five years of the Effective Date and upon commencement will diligently pursue construction of the Ramp Relocation Project until it is complete. County is solely responsible for costs of the Ramp Relocation Project in excess of the PDC Financing. County shall comply with all applicable laws in its construction of the Ramp Relocation Project. Specifically, but without limiting the generality of the preceding sentence, County shall comply with the prevailing wage laws, as applicable, and work with the Portland Bureau of Planning, the Portland Parks and Recreation Department and the Portland Office of Transportation to obtain the necessary entitlements and approvals for the Ramp Relocation Project.
- 1.3 **Completion of Courthouse Project.** The Ramp Relocation Project is intended, in part, to make the Redevelopment Property available for construction of the new Courthouse and County currently intends to construct the new Courthouse on the Redevelopment Property. But County may, instead, after completion of the Ramp Relocation Project, sell or otherwise dispose of the Redevelopment Property in order to obtain another site for the new Courthouse provided that (a) the proceeds of such sale or other disposition (including the value of any in-kind consideration received) are used to acquire another site for the new Courthouse or to develop the new Courthouse on another site and (b) the Redevelopment Property is put to a taxable use. County shall use its best efforts to obtain the necessary entitlements to construct the new Courthouse, either on the Redevelopment Property or on an alternative site as described above, within five years of the Effective Date and to obtain the necessary financing and complete construction of the new Courthouse as soon as reasonably possible thereafter; provided, however, that County's failure to obtain such entitlements or financing shall not be considered a breach of this Agreement if County has used its best efforts to obtain them. County is solely responsible for the costs of constructing the new Courthouse.
- 1.4 **Disbursement of PDC Financing.** Subject to satisfaction of the conditions precedent set forth in Section 1.5 below, PDC shall disburse the PDC Financing for the Ramp Relocation Project as follows: PDC shall withhold the estimated RACC Contribution of \$180,000, pending final determination of the amount of the PDC Financing and the required RACC Contribution, and shall disburse the remaining balance of the PDC Financing (\$8,820,000) to County in a single lump sum after County's presentation to

PDC of an invoice therefor. Upon final determination of the amount of the PDC Financing and the required RACC Contribution, PDC shall pay the required RACC Contribution to RACC from the funds withheld and in accordance with PDC practice.. If any withheld funds remain after paying the required RACC Contribution, PDC shall disburse those funds to County, upon presentation to PDC of an invoice therefor, to the extent of any eligible Ramp Relocation Project costs not covered by prior disbursements of the PDC Financing. County invoices shall be submitted in an original and two copies to:

Peter Englander
Portland Development Commission
222 NW 5th Avenue
Portland, OR 97204

Pending its use on the Ramp Relocation Project as permitted by this Agreement, County shall place the PDC Financing disbursed to County under this Agreement in a segregated interest bearing account consistent with County's cash management policies for similar funds. All interest on such funds while held by County shall accrue to the County except as provided in Article IV.

1.5 Conditions to PDC Financing. PDC's financing for the Ramp Relocation Project, and the disbursement of such financing to County, is conditioned on each of the following:

1.5.1 PDC has received sufficient proceeds from a line of credit established by the city of Portland for the Downtown Waterfront Urban Renewal Area to permit PDC, in the reasonable exercise of its administrative discretion, to make the payment. PDC anticipates that sufficient proceeds from the line of credit will be available no later than January 30, 2008.

1.5.2 PDC has received from County a budget for the Ramp Relocation Project, in form and substance satisfactory to PDC, that identifies at least \$9 million in Ramp Relocation Project costs that can be covered by the PDC Financing, as described in Section 1.1.

1.5.3 PDC has received from County a timeline for obtaining the necessary entitlements and financing to construct the Courthouse.

1.5.4 County is not in breach of any material term or provision of this Agreement.

ARTICLE II - MORRISON BRIDGEHEAD PROPERTIES

As partial consideration for PDC's agreement to provide the PDC Financing for the Ramp Relocation Project and with recognition that timely and appropriate sale and private redevelopment of the Morrison Bridgehead Properties will both provide revenue to the County to construct the new Multnomah County Courthouse and further the urban renewal objectives of the Downtown Waterfront Urban Renewal Plan, County shall work jointly with PDC to offer the Morrison Bridgehead Properties for sale and redevelopment by the end of March 2008 or as soon thereafter as is reasonably possible. The County's and PDC's work with respect to the Morrison Bridgehead Properties shall include, but not necessarily be limited to, the following:

2.1 Development Solicitation. PDC and County shall jointly prepare criteria for disposition and redevelopment of the Morrison Bridgehead Properties. The criteria shall give

preference to redevelopment proposals that make maximum use of the Morrison Bridgehead Properties site, that propose quality office, retail, or residential uses, or a mixture of those uses, that enhance the viability of the downtown retail core, that enhance the connectivity between the downtown retail core and the waterfront, that create tax revenue and that have aggressive development timelines. After PDC and County have reached agreement on the criteria, PDC will prepare an appropriate development solicitation document (a Request for Proposals, Request for Qualifications, or other appropriate development solicitation tool) that reflects the agreed-to criteria, for review and approval by County. The development solicitation document shall provide for a proposal review, evaluation and selection process that includes substantial PDC participation while making clear that there are no TIF funds or County funds available for redevelopment of the Morrison Bridgehead Properties. The development solicitation document shall further provide that any alteration to the County's Morrison Bridge, including off ramps and appurtenances, required for any proposed project shall be subject to County approval and shall be done at no cost to the County. After County approval of the development solicitation document, the solicitation document shall be issued in the County's name but with the solicitation process administered by PDC on behalf of County. PDC's administration of the development solicitation process shall include, but not necessarily be limited to, dissemination of the solicitation document consistent with standard PDC practice, facilitation of meetings contemplated by the solicitation documents, response to questions regarding the solicitation (after consultation with County), receipt of the proposals, facilitation of the proposal review, evaluation and selection process, and notification of the results of the solicitation.

2.2 Selection of Development Proposal. PDC acknowledges that final approval of the selection of a development proposal received in response to the development solicitation rests with the County, in County's sole discretion. Nevertheless, County agrees to consider in good faith the development proposal, if any, recommended for selection in accordance with the proposal review, evaluation and selection process specified in the development solicitation document, provided that the recommended proposal provides for payment to County of the appraised value of the properties for their highest and best use on terms acceptable to the County in its sole discretion, does not obligate the County to incur any costs related to the proposed development, and does not unreasonably delay closing of the sale of those properties. For purposes of this Agreement, the appraised value of the Morrison Bridgehead Properties shall be determined through an appraisal process mutually acceptable to PDC and County. If none of the proposals received in response to the development solicitation is acceptable to both PDC and County, then PDC and County shall negotiate in good faith to reach agreement on an amendment to this Article II to achieve their joint disposition and redevelopment objectives for the Morrison Bridgehead Properties. If, under the circumstances described in the preceding sentence, PDC and County are not able to reach agreement on an amendment to this Article II, then PDC and County shall have no further obligations under this Section 2.2 or Section 2.3 and County may proceed with a sale or disposition of the Morrison Bridgehead Properties in its discretion.

2.3 Negotiation and Preparation of Disposition and Development Documentation. If a development proposal is selected and approved in accordance with Section 2.2, PDC, with the cooperation and assistance of County, shall negotiate and draft appropriate disposition and development documentation for County's consideration (the "Development Agreement"). County agrees and acknowledges that PDC shall have principal control of the negotiation and approval of terms in the Development Agreement related to the redevelopment aspects of the transaction. PDC agrees and acknowledges that County shall have principal control of the negotiation and approval of terms in the

Development Agreement related to the sale of the Burnside Bridgehead Properties to the developer, including but not limited to the sale price and payment terms. Notwithstanding the foregoing, neither Party shall be required to execute the Development Agreement or any other agreement, document or instrument that is not, in form and substance, satisfactory to that Party. Each Party shall be responsible for making its own determination that the Development Agreement or other agreement, document or instrument is, in form and substance satisfactory to it, without relying on any representation, warranty or statement of the other Party, except to the extent, if any, expressly set forth in the Development Agreement or other agreement, document or instrument. If PDC, County and the proposed developer are not able to reach agreement on the terms of a Development Agreement, then PDC and County shall negotiate in good faith to reach agreement on an amendment to this Article II to achieve their joint disposition and redevelopment objectives for the Morrison Bridgehead Properties. If, under the circumstances described in the preceding sentence, PDC and County are not able to reach agreement on an amendment to this Article II, then PDC and County shall have no further obligations under this Section 2.3 and County may proceed with a sale or disposition of the Morrison Bridgehead Properties in its discretion.

ARTICLE III - OTHER REDEVELOPMENT COOPERATION

As further consideration for PDC's agreement to provide the PDC Financing for the Ramp Relocation Project, County shall work jointly with PDC on other potential redevelopment projects as follows:

- 3.1 **South Hawthorne Bridgehead.** If County declares the County-owned property immediately to the south of the Relocation Property (the eastern half and the northern 95 feet of the western half of the block bounded by SW 1st Avenue, SW Naito Parkway, SW Jefferson Street, and SW Madison Street and otherwise described as Lots 1-4, and 8 and the north 45 feet of lot 7, Block 8, Portland) surplus, County shall, if requested by PDC, negotiate in good faith with PDC to reach agreement on a joint effort to offer that property for redevelopment in a manner similar to that of Morrison Bridgehead Properties, described in Article II above.
- 3.2 **Hooper Detox Center.** County shall actively support either (a) the refurbishment and rehabilitation of the Hooper Detox Center located at 20 NE Martin Luther King, Jr., Blvd (the "Hooper Detox Center Property") or (b) the development of a replacement detox facility at another location in the Central Eastside Urban Renewal Area. County shall consider the possibility of co-locating health or other appropriate County services at the Hooper Detox Center or replacement facility. County's agreement to provide active support does not constitute a commitment to provide any financing for refurbishment or relocation of the Hooper Detox Center. Although this Agreement does not constitute a PDC commitment to provide such financing, PDC is currently contemplating providing up to \$2 million in financial assistance for refurbishment and rehabilitation of the Hooper Detox Center at the current site or for the development of a replacement facility at an alternate site in the Central Eastside Urban Renewal Area.
- 3.3 **Hawthorne Bridge Shop.** County shall include PDC in planning discussions regarding the future of the County Bridge Shop site under the Hawthorne Bridge.
- 3.4 **Possible Hawthorne Bridgehead Urban Renewal Area.** County and PDC shall discuss the creation of a limited urban renewal area to leverage the new development in the

vicinity of the Redevelopment Property to assist in the development of a new Multnomah County Courthouse.

ARTICLE IV – RECAPTURE OF PDC FINANCING

County shall not be required to repay the PDC Financing except as follows:

- 4.1 **Unexpended Funds.** If any portion of the PDC Financing disbursed to County remains unexpended at completion of the Ramp Relocation Project, County shall promptly repay such portion to PDC, together with interest earned on such portion from the investment of such portion pursuant to Section 1.4 above.
- 4.2 **Impermissible Use of PDC Financing.** If any portion of the PDC Financing disbursed to County is used in a manner not permitted by this Agreement, County shall, upon PDC's demand, repay such portion to PDC, together with interest earned on such portion from the investment of such portion pursuant to Section 1.4 above.
- 4.3 **Disposition of Redevelopment Property.** If, without prior written approval by PDC, County sells the Redevelopment Property, or otherwise disposes of the Redevelopment Property, or an interest therein, in a manner inconsistent with the development of the new Courthouse on the Redevelopment Property, and uses the proceeds of such sale or disposition (including the value of any in-kind consideration received) for a purpose other than to acquire another site for the new Courthouse or to develop the new Courthouse on another site, then County shall, upon PDC's demand, repay to PDC the lesser of (a) the proceeds received by County through such sale or disposition (including the value any in-kind consideration received), (b) the entire amount of the PDC Financing, or (c) such lesser amount as PDC may require in its discretion. County shall also pay PDC interest earned on the foregoing amount from the investment of such amount pursuant to Section 1.4 above.

ARTICLE V – RECORDS, INSPECTION AND REPORTING

- 5.1 **Records and Inspection.** County shall maintain all fiscal and other records pertinent to this Agreement or to the Ramp Relocation Project for at least three (3) years following completion of the Ramp Relocation Project. County shall maintain all fiscal records relating to this Agreement and the Ramp Relocation Project in accordance with generally accepted accounting principles and in a manner that clearly documents when and how the PDC Financing was used. In addition, County shall maintain all other records pertinent to this Agreement in such a manner as to clearly document its performance hereunder. County shall make any or all of the foregoing records available to PDC and its representatives, as PDC may reasonably request from time to time, to enable PDC to perform examinations and audits and make excerpts and transcripts, provided that any such examinations and audits shall be at PDC's sole expense. In addition, County shall permit PDC and its representatives to inspect the Ramp Relocation Project, and the work performed as a part thereof, as PDC may reasonably request from time to time.
- 5.2 **Reporting.** County shall inform PDC in writing when the Ramp Relocation Project is completed. Promptly after completion of the Ramp Relocation Project, County shall provide to PDC documentation of the use of the PDC Financing, including copies of paid invoices, accounting records and other documents that PDC may reasonably request. County shall inform PDC in writing when the necessary entitlements for the construction

of the Courthouse have been obtained, when financing has been arranged, and when the construction of the Courthouse is completed.

ARTICLE VI - TERMINATION

This Agreement shall terminate upon the later of completion of the Ramp Relocation Project or completion of construction of the new Courthouse, as evidenced by County's receipt of a Certificate of Occupancy for the new Courthouse. Sections 3.2, 3.3, 5.1 and 8.4 shall survive termination of this Agreement.

ARTICLE VII – COMPLIANCE WITH PREVAILING WAGE LAWS AND PDC POLICIES

PDC and County agree and acknowledge that, as a condition of the PDC Financing, the Ramp Relocation Project must comply with the following policies:

- 7.1 **Workforce Training & Hiring/Good Faith Opportunity Review.** The Ramp Relocation Project must comply with County's Good Faith Efforts Program requirements, set forth in Exhibit B attached hereto and incorporated herein by this reference, and County's Workforce Training & Hiring program requirements, set forth in Exhibit C attached hereto and incorporated herein by this reference. As applicable, County shall include the foregoing requirements in its contracts related to the Ramp Relocation Project and cause its contractors to comply with such requirements.
- 7.2 **Prevailing Wage Laws.** The Parties agree and acknowledge that the Ramp Relocation Project is a "public work" as that term is defined in ORS 279C.800(5). As a result, state prevailing wage law will apply to the Ramp Relocation Project and County shall comply with state prevailing wage law in connection with the Ramp Relocation Project.

ARTICLE VIII - GENERAL

- 8.1 **Notices.** Any notice provided for under this Agreement shall be in writing and deemed delivered five days after mailing, postage prepaid and properly addressed to the Party to be notified. Unless a Party changes its address by giving notice to the other party as provided herein, notices shall be addressed as follows:

If to PDC:
Eric Jacobson
Portland Development Commission
222 NW 5th Avenue
Portland, OR 97209

If to County:
Pam Krecklow
Multnomah County
401 N Dixon
Portland, OR 97227

- 8.2 **Agreement Administration.** Eric Jacobson is the PDC project staff person assigned to this Agreement and is authorized to administer it on behalf of PDC. Pam Krecklow is the County project staff person assigned to this Agreement and is authorized to administer it on behalf of County.
- 8.3 **Signs and Publicity.** During construction of the Ramp Relocation Project, County, at its expense, shall post at a visible location near the project a sign identifying PDC as

providing project financing. The location and format of the sign shall be approved by PDC prior to its display.

- 8.4 **Indemnification.** To the extent permitted by Oregon Law and within the limits of the Oregon Tort Claims Act (ORS 30.260 through 30.300), County shall defend (if requested by PDC), indemnify and hold harmless PDC and PDC's commissioners, officers, agents, and employees against all claims, demands, actions and suits (and liability arising therefrom) brought against any of them arising from or related to the Ramp Relocation Project except that County shall not be required to indemnify PDC or its commissioners, officers, agents or employees to the extent of their fault or negligence. To the extent permitted by Oregon Law and within the limits of the Oregon Tort Claims Act (ORS 30.260 through 30.300), PDC shall defend (if requested by County), indemnify and hold harmless County and County's commissioners, officers, agents, and employees against all claims, demands, actions and suits (and liability arising therefrom) brought against any of them arising from or related to actions by PDC under Article II of this Agreement except that PDC shall not be required to indemnify County or its commissioners, officers, agents or employees to the extent of their fault or negligence. PDC's indemnification obligation under this Section 8.4 shall terminate on the date County enters into a Development Agreement with a developer as contemplated by Section 2.3 hereof.
- 8.5 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall occur, if in the state courts, in the Multnomah County Circuit Court, or if the action must be brought in federal courts, in the United States District Court for the District of Oregon.
- 8.6 **Assignment.** Neither Party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due under this Agreement, without the prior written approval of the other Party. This Agreement shall bind and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns.
- 8.7 **No Third Party Beneficiaries.** This Agreement is between the Parties and creates no third-party beneficiaries. No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.
- 8.8 **Relationship of Parties.** The parties intend that the relationship created by this Agreement is that of independent contracting parties. Neither party hereto shall be deemed an agent, partner, joint venturer, or related entity of the other by reason of this Agreement.
- 8.9 **Time is of the Essence.** Time is of the essence of this Agreement.
- 8.10 **Counterparts.** This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on both Parties, notwithstanding that both Parties are not signatories to the same counterpart. \
- 8.11 **Material Breach.** If County or PDC breaches any material term or provision of this Agreement (other than a breach described in Sections 4.2 or 4.3 in which case Section 4.2 or 4.3 shall govern, as applicable) and such breach remains uncured 60 days after written notice thereof to the breaching party, then the non-breaching party may pursue any right or remedy that it may have, under this Agreement, at law or in equity, for the breach of this Agreement, including but not limited to, monetary damages.

8.12 Integration, Amendment and Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE PARTIES, BY THE SIGNATURES BELOW OF THEIR AUTHORIZED REPRESENTATIVES, ACKNOWLEDGE HAVING READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of the date first set forth above, by their duly authorized representatives.

CITY OF PORTLAND, ACTING BY AND THROUGH THE PORTLAND DEVELOPMENT COMMISSION

By: _____
Bruce A. Warner, Executive Director

Date: _____

Approved as to Form:

By: _____
David J. Elott, PDC Assistant General Counsel

MULTNOMAH COUNTY, OREGON

By: _____
Ted Wheeler, Chair

Date: _____

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY FOR
MULTNOMAH COUNTY

By: _____
John S. Thomas
Deputy County Attorney

EXHIBIT A

HAWTHORNE BRIDGE OFF RAMP RELOCATION PROJECT

Project Scope: Realign the Hawthorne Bridge's West bound Main Street bridge approach that currently bisects Block 7.

Project Elements:

- Lower by 7' to 9' SW Naito Parkway between SW Madison and SW Salmon Streets
- Demolition of existing Main Street Ramp that spans SW Naito and roadway on Block 7
- Demolition of vacated Madison Street roadway on Block 8
- Removal of partial concrete deck on NE pedestrian and Bike ramp
- Construction of new realigned ramp structure that connects to existing Hawthorne Bridge off ramp, spans over SW Naito, and aligns with unused City of Portland Right of Way for SW Main Street
- Construct new roadway with retaining walls on existing unused City of Portland Right of Way for SW Main Street that connects new ramp to existing SW Main Street at SW First Avenue.
- Widen existing NE pedestrian and bike ramp to 12'
- Project will require closure of west bound traffic lanes for 9 to 12 months. Pedestrian and bicycle traffic would be limited in areas of construction only

Estimated Project Costs:

\$10.7 million

Estimate provided by David Evans and Associates and includes 15% for construction engineering, 12% for design engineering, and 35% for construction contingencies. The high percentage used for construction contingencies is intended to cover the unknown cost items expected to arise during detailed design development.

Estimated Project Timeline:

29 months

Estimated provided by David Evans and Associates and is for a traditional design, bid, and construct contracting method. Timeline could be increased with use of other less traditional construction methods such as design/build.

EXHIBIT A (Continued)

GRAPHIC OF HAWTHORNE BRIDGE OFF RAMP RELOCATION PROJECT

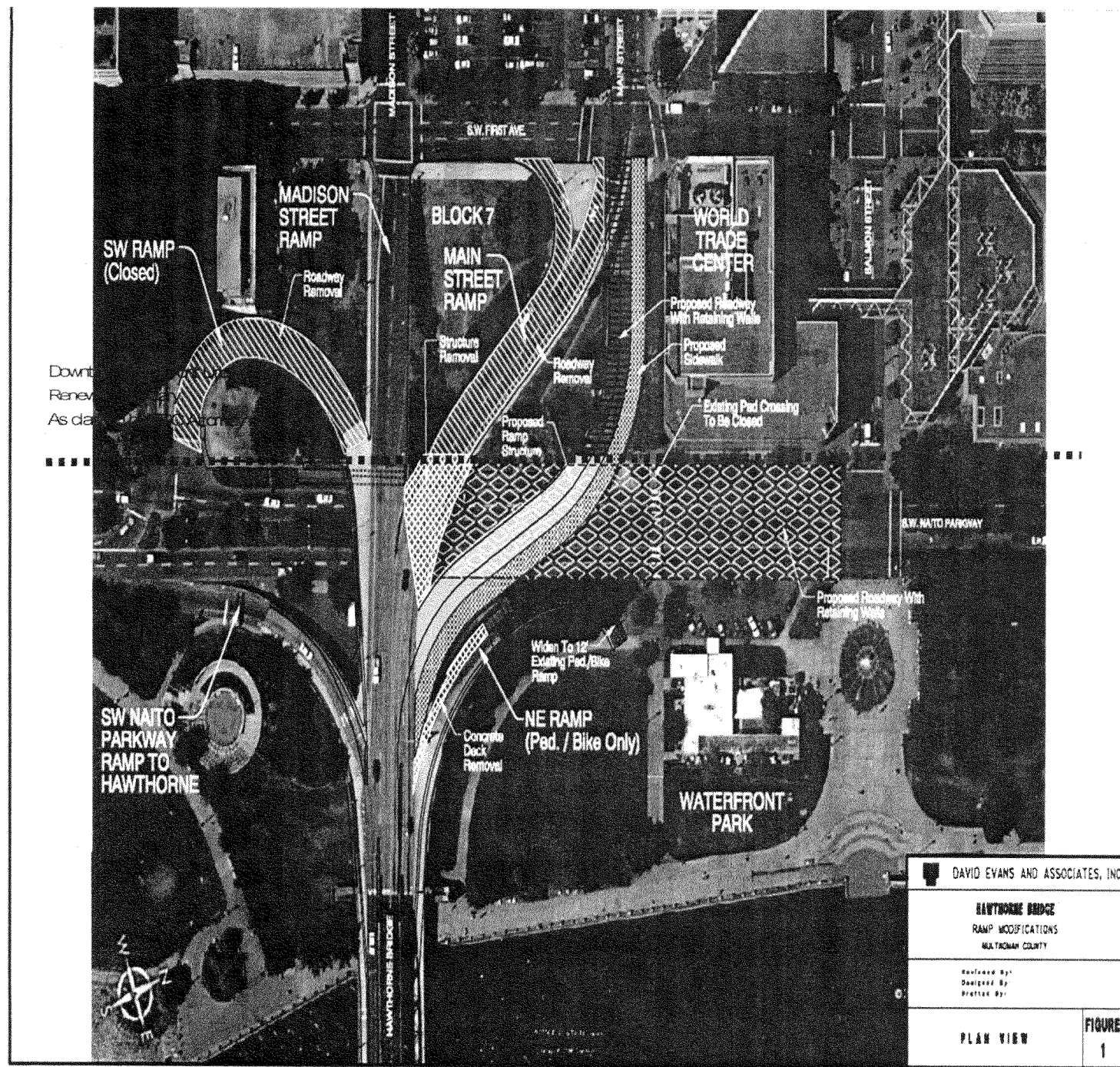


EXHIBIT B
GOOD FAITH EFFORTS PROGRAM REQUIREMENTS

MULTNOMAH COUNTY GOOD FAITH EFFORT PROGRAM

BIDDER CHECKLIST

This Checklist helps identify documents that must be submitted by the Bidder to establish that Good Faith Efforts (GFE) have been made. However, it remains the responsibility of the Bidder to determine all the documents that must be submitted. For purposes of this document, "submitted" means in the physical possession of Multnomah County Central Procurement & Contract Administration (CPCA). All forms can be provided electronically upon request; OR available to download on the CPCA website:

<http://www.multcopurch.org/>

DUE DAY OF BID OPENING BY 4:00PM – FROM ALL BIDDERS

- ☐ **FORM 1 – Multnomah County - Good Faith Effort Program - Subcontractor and Self-Perform Work List -**
Provide all required information:
(The completed Form 1 must be submitted even if you intend to self-perform ALL the work on this project.)
 - ✓ Bidder Name, Bid Number, Bid Amount, and Project Name
 - ✓ List ALL GFE Divisions of Work as being self-performed, subcontractor identified, or undetermined
 - ✓ List ALL subcontractor information by GFE Division of Work

DUE DAY AFTER BID OPENING BY 4:00PM - FROM THE APPARENT LOW BIDDER

- ☐ **FORM 2 – Multnomah County - Good Faith Effort Program - MWESB Contact / Bids Received Log -**
Provide all required information.
- ☐ **Copy of solicitation letter or FAX sent to M/W/ESB subcontractors**

DUE AFTER AWARD OF CONTRACT FROM CONTRACTOR

- ☐ **FORM 3 – Multnomah County - Subcontractor Payment and Utilization Report**

Submit all required information to:

Multnomah County CPCA; 501 SE Hawthorne Blvd., Suite 400; Portland, OR 97214

Questions:

Please call Multnomah County CPCA at (503) 988-5111

Fax: (503) 988-3252

MULTNOMAH COUNTY GOOD FAITH EFFORT PROGRAM REQUIREMENTS

1. PROGRAM DESCRIPTION

- A. Multnomah County has a compelling government interest to ensure that contracts provide employment opportunities for minority, women, and emerging small businesses in order to address historical underutilization. Therefore, prime contractors are required to submit documentation showing that Good Faith Efforts (GFE) have been made to contract with M/W/ESB subcontractors.
- B. On projects estimated at \$200,000 and above, this program:
 - 1) Is used to evaluate the Good Faith Efforts (GFE) required of all bidders
 - 2) Is intended to assist the County in recording subcontractor utilization on its projects
 - 3) Requires contractors to perform GFE on ALL of their subcontracting opportunities (regardless of value)
 - 4) Is adopted for reasons other than the prevention of bid shopping

2. PRE-BID REQUIREMENTS

- A. Bidders are required to make good faith efforts to contract with M/W/ESB subcontractors for each GFE Division of Work identified in these documents unless the work will be self performed by the bidder. A list of M/W/ESB contractors specializing in the GFE Divisions of Work identified for subcontracting on this project is included. A bidder may not use a subcontractor to perform any division of work unless the bidder has made good faith efforts as required by these specifications with respect to that division of work.
- B. The GFE Divisions of Work are areas where the County believes that subcontracting opportunities may exist. Bidders shall use the GFE Divisions of Work, which are different than the divisions of work that might be outlined in the technical specifications.
- C. Bidders are not required to contact M/W/ESB subcontractors for any GFE Division of Work that will be performed by bidders' own forces. If a bidder indicates that it will self perform work in a particular division of work, after bids are due a bidder may add a subcontractor in that division of work so long as bidder complies with the requirements of paragraph 5 below.
- D. These requirements are contractual obligations and are included in the construction contract. Failure to comply may result in a finding of breach of contract, disqualification of the bidder to bid on future contracts, or a claim for damages.
- E. Who to contact

For **each** GFE Division of Work identified in these documents (see 2 A) that will be performed by a subcontractor, Bidders must contact:

- 1) Each M/W/ESB subcontractor that attended the pre-bid meeting (if one was held) that specializes in a GFE Division of Work that will be subcontracted. If the M/W/ESB identified itself only as another potential prime contractor at the pre-bid meeting, however, that M/W/ESB need not be contacted. A list of subcontractors attending the meeting will be provided to bidders.
AND
- 2) In addition, the Bidder shall contact a minimum of five (5) M/W/ESB Subcontractors listed in each GFE Division of Work that will be subcontracted. If there are less than 5 Subcontractors

listed for a particular GFE Division of Work, Bidders shall contact **all** of the Subcontractors that are listed in that GFE Division of Work.

F. **When to contact**

Bidder shall make the first contact with each M/W/ESB subcontractor at least seven (7) calendar days before the bid opening. For example, if bids are opening on Thursday, the first contact shall be on or before the Thursday of the preceding week; if on Tuesday then on or before the Tuesday of the preceding week.

G. **How to contact**

- 1) Bidders shall contact M/W/ESB subcontractors by letter or fax to advise them of potential subcontracting opportunities.
- 2) Bidders shall follow up with telephone calls to each M/W/ESB subcontractor contacted to determine if a bid will be submitted or if further information is required. A subcontractor need not be contacted if that subcontractor responds to the first contact with a statement that the subcontractor will not bid on this project or if a subcontractor has already submitted a sub-bid.

H. **What information must be provided**

Bidders shall ensure that M/W/ESB Subcontractors have an equal opportunity to compete for work by having the same information as other subcontractors. Bidders shall inform M/W/ESB Subcontractors of the date and time that sub-bids are due.

3. **OPTIONAL GOOD FAITH EFFORTS**

A. Bidders should also consider efforts such as:

- 1) Advertisements in community based newspapers (i.e. Skanner, Asian Reporter, El Hispanic, etc.)
- 2) Letters to Minority and Women Community Organizations
- 3) *Alternative methods of participation in Minority, Women or Emerging small businesses through arrangements such as joint ventures, negotiated subcontract agreements and competitive bids.*
- 4) Purchase of Construction materials and equipment from M/W/ESB suppliers.

4. **SUBMISSION OF REQUIRED DOCUMENTATION**

A. **FORM 1 (Subcontractor and Self-Perform Work List) DUE DAY OF BID OPENING BY 4:00PM – FROM ALL BIDDERS**

Bidders shall submit Form 1 with their bid or by 4:00 p.m. on the day the bid is due. Otherwise, the bid will be rejected.

Form 1 shall list **ALL** Subcontractors to be used on this contract regardless of the dollar amount. (This is more than what is required by the State of Oregon's subcontractor disclosure form). If this bid includes bid alternates for additional work, Bidders shall list **ALL** first-tier Subcontractors who will be used if the County elects to do the additional work.

Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

B. FORM 2 (Log) & SOLICITATION LETTER DUE DAY AFTER BID OPENING BY 4:00PM FROM APPARENT LOW BIDDER

- 1) **FORM 2 (Contact / Bids Received Log):** The apparent low Bidder shall submit Form 2, (or equivalent), by 4 p.m. the next business day following bid submission.
- 2) **Solicitation letter or fax:** The apparent low Bidder shall submit one copy of the letter or fax sent to M/W/ESB Subcontractors to solicit bids for this project. If more than one form of letter or fax was sent, submit a copy of each form sent.
- 3) Failure to timely submit Form 2 will result in bid rejection. Failure to timely submit the solicitation letter or fax may result in bid rejection, in the County's discretion. Contractors shall submit additional information upon request if the County believes it needs to clarify the Bidder's Good Faith Efforts.
- 4) If for any reason the apparent low Bidder is not awarded the contract or its bid is rejected, the next apparent low bidder shall submit Form 2 and its solicitation letter or fax by 4:00 p.m. the next business day following the County's notification.

C. FORM 3 (Subcontractor Payment and Utilization Report) DUE MONTHLY FROM CONTRACTOR

The selected Contractor shall list the contract amounts and payment amounts to all Subcontractors (including MBE/WBE/ESB Subcontractors) and second tier Subcontractors on Form 3.

5. ADDITION OR REPLACEMENT OF SUBCONTRACTORS AFTER BIDS ARE DUE

- A. The successful bidder will not be permitted to add or replace an M/W/ESB subcontractor after bids are due without the consent of the CPCA Manager. The CPCA Manager must be notified in writing immediately upon the need to substitute an M/W/ESB contractor.
- B. No subcontractor may be added or replaced after the bid is due unless the bidder complies with the requirements of ORS 279C.585 and makes good faith efforts to contract with an M/W/ESB for the work to be performed. Documentation of good faith efforts is required and must be submitted to the CPCA Manager prior to adding or replacing a subcontractor.

6. ENFORCEMENT AFTER CONTRACT AWARD

The Owner's commitment to this program is reflected, in part, by the cost of administering the program. Failure to meet the requirements of this section of the contract negates such funding and impairs the Owner's efforts to promote contracting diversity and to provide fair and equal opportunities to the public as a whole as a result of the expenditure of public funds. Therefore, the parties mutually agree that failure to meet the requirements of this section of the contract, including but not limited to the submission of required documentation, constitutes a material breach of contract.

In the event of a breach of contract, the Owner may take any or all of the following actions:

A. Withholding Progress Payments

The Owner may withhold all or part of any progress payment(s) until the Contractor has remedied the breach of

contract. In the event that progress payments are withheld, the contractor shall not be entitled to interest on said payments. If a subcontractor(s) is responsible for noncompliance with the Good Faith Effort Program requirements, the Owner may choose to withhold only their portion of the progress payment.

B. Liquidated Damages – GFE Program Non-Compliance

The parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by the Owner for the Contractor's failure to comply with the Good Faith Effort Program. The parties further agree that it is difficult, if not impossible; to determine the cost to the owner when contracting opportunities are not provided. Therefore, if the Contractor fails to comply with the Good Faith Effort provisions of this contract, the Contractor agrees to pay the sum of \$1,000 for each violation. These damages are independent of any liquidated damages that may be assessed due to any delay in the project caused by the Contractor's failure to comply with this or other provisions of the contract.

C. Liquidated Damages - Delay

The Contractor agrees that any delay to the specified contract time as a result of the Contractor's failure to comply with the requirements of this section shall subject the Contractor to the amount of liquidated damages specified elsewhere in the contract.

D. Possible Debarment

Failure to comply with the requirements of this portion of the contract may lead to the Contractor's disqualification from bidding on and receiving other Owner contracts.

E. Other Remedies

The remedies that are noted above do not limit any other remedies available to the Owner in the event that the Contractor fails to meet the requirements of the Good Faith Effort Requirements.

7. REVIEW OF RECORDS

- A. In the event that the Owner reasonably believes that a violation of the requirements of this section has occurred, the Owner is entitled to review the books and records of the Contractor and any subcontractors employed on the project to which the requirements of this section are applicable to determine whether such a violation has or has not occurred.
- B. In the event that the Contractor or any subcontractor fails to provide the books and records for inspection and copying when requested, such failure shall constitute a material breach of this contract and permit the imposition of any of the remedies noted in Section 6 above, including the withholding of all or part of any progress payment(s).

ATTACHMENTS:

FORM 1: Multnomah County - Good Faith Effort Program - **Subcontractor and Self-Performed Work List**

FORM 2: Multnomah County - Good Faith Effort Program - **MW/ESB Contact / Bids Received Log**

FORM 3: Multnomah County - **Subcontractor Payment and Utilization Report**

All forms are available on the CPCA website:

<http://www.multcopurch.org/>

**MULTNOMAH COUNTY
GOOD FAITH EFFORT (GFE) PROGRAM
SUBCONTRACTOR and SELF-PERFORMED WORK LIST
(FORM 1)**

NOTE: IF THE BIDDER IS NOT USING ANY SUBCONTRACTORS ON THIS PROJECT,
WRITE THE WORDS "SELF PERFORMING ALL WORK" ON THE FORM.

Bidder Name: _____ Total Bid Amount: _____

Bid Number: _____ Project Name: _____

The bidder must identify all GFE Divisions of Work (these may be different from the Technical Spec. Divisions of Work) it will self-perform. **GFE Divisions of Work not being self-performed require Good Faith Efforts.** If the Bidder has not determined who will perform a GFE division of work at bid time, list that GFE Division of work as "Undetermined". GFE Divisions of Work that are subcontracted must be documented and submitted according to GFE Program Requirements.

<u>GFE DIVISIONS OF WORK – BIDDER WILL SELF-PERFORM</u> <u>(GFE not required)</u>	<u>GFE DIVISIONS OF WORK – UNDETERMINED WHO WILL PERFORM</u> <u>(GFE required unless self-performed)</u>

LIST BELOW ALL SUBCONTRACTORS including those M/W/ESBs, that you intend to use on the project. For each subcontractor, include the address, telephone #, CCB #, Fax #, the type of work to be done and the dollar amount of the subcontract regardless of the amount of the contract. If this bid includes alternates for additional work, follow the same instructions as above.

GFE DIVISIONS OF WORK BIDDER WILL SUBCONTRACT (GFE required)					
ALL SUBCONTRACTORS (Please Print) Please use correct legal name of subcontractor	GFE DIVISION OF WORK (Painting, electrical, landscaping, etc.) Use GFE DOW list provided. Do not use the technical section DOW's.	DOLLAR AMOUNT OF SUBCONTRACT	Certified Subcontractor MBE/WBE/ESB Check box <input checked="checked" type="checkbox"/>		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# CCB# Fax#					
Name Address City/St/Zip Phone# CCB# Fax#					
Name Address City/St/Zip Phone# CCB# Fax #					

Name					
Address					
City/St/Zip					
Phone#					
CCB#					
Fax #					

Failure to submit this form by 4:00 p.m. on the day the bid is due shall result in the bid being non-responsive and the bid will be rejected.

MULTNOMAH COUNTY
GOOD FAITH EFFORT PROGRAM
M/W/ESB CONTACT / BIDS RECEIVED LOG
(FORM 2)

Bidder Name: _____

Bid Number: _____

Bidders shall record their contacts with MBE/WBE/ESB Subcontractors through use of this log. All columns must be completed. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	GFE Divisions of Work <small>Use list provided for areas of subcontracting. DO NOT USE the Technical Section DOW's.</small>	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY <small>Indicate Y-Yes or N-No</small>			REJECTED BIDS <small>(if bid received & not used)</small>		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used <small>If other, explain in Notes >></small>	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	

SUBCONTRACTOR PAYMENT AND UTILIZATION REPORT (FORM 3)

(Instructions for completing this report are on the next page. Numbers in each box refer to the paragraph numbers in the Instructions)

1 Bid No.	2 Contract No.	3 Prime Contractor
4 Prime Contract Amount	5 Report Dates (Beginning & Ending)	6 Project Name
7 Progress Report No. _____ <input type="checkbox"/> Check here if this is your FINAL Monthly Report for this project.		

SECOND TIER PAYMENTS TO SUBCONTRACTORS MUST BE INCLUDED ON THIS REPORT

8 ALL SUBCONTRACTOR NAMES APPEARING ON FORM 1	9 CHECK IF SECOND TIER SUB	10 ORIGINAL SUBCONTRACT AMOUNT (\$)	11 AMENDED SUBCONTRACT AMOUNT (\$)	12 PAYMENT AMOUNTS AND DATES MADE, FOR MONTH (\$)	13 TOTAL RETAINAGE HELD, IF ANY (\$)	14 TOTAL PAYMENTS TO DATE (\$)

SUBCONTRACTORS ADDED AFTER PROJECT AWARD **

15 SUBCONTRACTOR NAME (LIST ANY SUBCONTRACTORS NOT LISTED ABOVE)	16 NATURE OF WORK	17 STATUS MBE, WBE, OR ESB	18 CHECK IF SECOND TIER SUB	19 SUBCONTRACT AMOUNT	20 PAYMENT AMOUNTS AND DATES MADE, FOR MONTH (\$) ***	21 TOTAL RETAINAGE HELD, IF ANY (\$)	22 TOTAL PAYMENTS TO DATE (\$)

** Before replacing, substituting, or adding any subcontractor, Contractor is required to obtain written consent from the Multnomah County CPCA Manager.

IT IS HEREBY CERTIFIED THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY CONTRACTOR IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE.

Authorized Signature of Contractor Representative _____ Date: _____

Submit with request for Progress Payment to Project Manager, _____, 401 N Dixon, Portland OR 97227-1865 **AND** Multnomah County CPCA, 501 SE Hawthorne Blvd., Suite 400, Portland, OR 97214

*** (If any payment made to a subcontractor is less than that requested by the subcontractor, explain here). _____

INSTRUCTIONS FOR COMPLETING THE MONTHLY SUBCONTRACTOR PAYMENT AND UTILIZATION REPORT

1. **BID NUMBER:** Enter Multnomah County Bid Number
2. **CONTRACT NUMBER:** Indicates the contract number for this project, as assigned by the County.
3. **PRIME CONTRACTOR:** Indicate the name of the prime contractor.
4. **PRIME CONTRACT AMOUNT:** Indicate the total dollar amount of the prime contract.
5. **REPORT DATES:** Indicate the beginning and ending date for the calendar month for which the report is submitted.
6. **PROJECT NAME:** Indicate the project name as indicated on the contract documents.
7. **PROGRESS REPORT NUMBER:** Enter report No.1 for the first report submitted and subsequent numbers for reports submitted thereafter. Check box if the report is the Final report for the project.
8. **ALL SUBCONTRACTOR NAMES:** Names of all subcontractors (not suppliers) listed on Form 1.
9. **CHECK IF SECOND TIER SUBCONTRACTOR.**
10. **ORIGINAL SUBCONTRACT AMOUNT:** Indicate the dollar amount for each subcontract at time of award.
11. **AMENDED SUBCONTRACT AMOUNT:** This amount should be the total dollar value (original subcontract amount plus any additions or deletions) of the subcontract.
12. **PAYMENT AMOUNTS AND DATES MADE, FOR MONTH:** Please list any payment amounts for the month, and the dates the payments were made.
13. **TOTAL RETAINAGE HELD, IF ANY:** If the prime is holding retainage, enter the total amount of the retainage held for the reporting period.
14. **TOTAL PAYMENTS, TO DATE:** This amount should be the total dollar amount paid-to-date to the subcontractor.
15. **SUBCONTRACTOR NAME:** Please list any subcontractors not appearing on original sub plan.
16. **NATURE OF WORK:** Briefly describe subcontractors work (i.e. Landscaping, Electrical, Paving, etc.).
17. **STATUS:** Indicate the appropriate M/W/ESB status of each subcontractor listed (i.e. MBE, WBE, ESB). **Note:** Designations should be consistent with how firms were certified by the state at time of contract award. Only one designation may be used for credit and will be applied accordingly. Leave blank for non-certified firms.
18. **CHECK IF SECOND TIER SUBCONTRACTOR.**
19. **SUBCONTRACT AMOUNT:** Indicate the dollar amount of the subcontract.
20. **PAYMENT AMOUNTS AND DATES.** Insert the amounts paid to the subcontractor during the period covered by this report. If any amount paid is less than the amount requested by the contractor, explain the difference in the space at the bottom of the form. Use additional pages if necessary to provide a complete explanation.
21. See #13.
22. See #14.

EXHIBIT C
WORKFORCE TRAINING AND HIRING PROGRAM REQUIREMENTS
Workforce Training & Hiring Program Specifications

Contractor Checklist

**This program applies to prime contracts of \$200,000 or more
and subcontracts of \$100,000 or more.**

The following Workforce Training & Hiring Requirements are a summary of the key contractual obligations of contractors working on Multnomah County funded public works projects, development agreements or Enterprise Zone benefits. It is the contractor's responsibility to read and fully understand this section of the bid specifications and to comply with all provisions of the program, regardless of whether they appear on this checklist. The City administers this program for Multnomah County, Portland Development Commission, Tri-Met, Portland Community College and the Housing Authority of Portland.

CHECKLIST:

1. Prime Contractor:

- **A. Submit Projected Hiring Needs form (Exhibit 2) to Owner within 15 calendar days after bid opening or prior to contract award, whichever occurs first.**
- **B. Ensure compliance by all subcontractors with subcontracts of \$100,000 or more, and provide them with a copy of the Workforce Program section of the specifications.**

2. Subcontractors, at all tiers, with contracts of \$100,000 or more :

- **Submit Projected Hiring Needs form (Exhibit 2) prior to beginning work on the project or within 5 days of signing subcontracts, whichever occurs first.**

3. Prime and all subcontractors with contracts of \$100,000 or more must:

- **A. Throughout the duration of the project:** Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed by the prime and subcontractors of \$100,000 or more are worked by state-registered apprentices.
- **B. Before starting work on this project:** Submit proof of registration as a Training Agent with the Bureau of Labor & Industry, Apprenticeship & Training Division (ATD) in each trade employed. For assistance, contact the City Workforce Program (503) 823-6850 or ATD (503) 731-4072.
- **C. Throughout the duration of the project:** Make all reasonable and necessary efforts to employ a workforce that reflects the diversity of Multnomah County, including recruitment of a diverse workforce through the unions, the apprenticeship programs and other community resources, as described in this section of the specifications.
- **D. Throughout the duration of the project:** Maintain written documentation of all requests for workers from the unions, apprenticeship programs, and community organizations.
- **E. When an apprentice is hired:** Notify the City Workforce Program.
- **F. By the 5th of each month to the Owner's Project Manager and the City Workforce Program, submit Monthly Employment Report (Exhibit 4).**

Please consult the Workforce Training & Hiring Requirements for additional information or call the City Workforce Program at (503) 823-6850 if you have questions.

WORKFORCE TRAINING AND HIRING PROGRAM REQUIREMENTS

I. PURPOSE OF WORKFORCE SPECIFICATIONS

A. General Program Description

The Portland City Council and Multnomah County Commissioners have directed that all Bureaus and Departments maximize apprenticeship and employment opportunities for minorities, women and economically disadvantaged workers in the construction trades. (City Ordinance No. 167374, Feb. 16, 1994 and County Ordinance No. 861, July 11, 1996) Their goals include a) ensuring that the City and County do business with contractors whose workforce reflects the diversity of the workforce found in Multnomah County, and b) that their contracting dollars provide fair and equal opportunities to the jurisdictions' diverse populations.

The City/County Workforce Training & Hiring Program ("Workforce Program") is administered for the City of Portland, Portland Development Commission (PDC), Multnomah County, and Tri-Met, and the Housing Authority of Portland by the City of Portland, Bureau of Purchases. The Workforce Program applies to all prime Contracts of \$200,000 or more and to each subcontractor having a subcontract of \$100,000 or more on the project. The Contractor and all subcontractors are encouraged to fulfill the program requirements even if their contracts are less than these amounts.

Contractors shall make reasonable efforts to ensure that their workforce reflects the diversity of Multnomah County.

One way Contractors can make reasonable efforts to ensure that their workforce is diverse is to recruit, train and employ minorities and women whenever possible. This portion of the contract establishes requirements regarding that recruitment, training and employment.

For purposes of the Workforce Specifications, the following definitions shall apply:

"The contract" shall mean the contract awarded as a result of these bid specifications.

"Contractor" shall mean the bidder to whom a contract is awarded.

The term "minorities" shall include members of either sex who are African-Americans, Hispanic Americans, Asians or Pacific Islanders, Native Americans or Alaskan Native Americans.

"Owner" shall mean the government agency that awarded the contract, or leveraged public involvement in the project through a loan, development agreement or Enterprise Zone program.

"The project" shall include all work performed pursuant to the contract.

B. Organization of Program Requirements

The Workforce Specifications are divided into several parts.

Section II refers to the action that bidders must take in order to be eligible for an award of a contract.

Section III lists the actions that must be taken by the Contractor.

Section IV refers to remedies available to the Owner if a Contractor fails to meet the requirements of the Workforce Specifications.

Section V refers to the Owner's ability to monitor compliance with the Workforce Specification by examination of contractor and subcontractor records.

II. ACTION REQUIRED OF ALL BIDDERS

- A. All Bidders shall thoroughly read this Workforce Program specification and commit to perform all requirements described herein. The Apparent Low Bidder shall submit Exhibit 2, Projected Hiring Needs within fifteen (15) calendar days after bid opening or prior to award of the contract, whichever occurs first. The Exhibit shall provide complete information. The Projected Hiring Needs must demonstrate how the workforce on this project will fulfill all program requirements, including utilization of apprentices.

In the event that the Apparent Low Bid is nonresponsive, the next lowest Bidder considered for contract award shall submit Exhibit 2 within fifteen (15) days after bid opening or within two (2) days of notification by the Owner, whichever occurs last.

For PDC development agreements, Exhibit 2 shall be submitted by the prime Contractor within fifteen (15) calendar days after its selection.

III. ACTIONS NECESSARY TO SATISFY CONTRACT REQUIREMENTS

A. Make Reasonable Efforts to Have Diverse Workforce

A Contractor must make all necessary and reasonable efforts to have a workforce that reflects the diversity of the City of Portland and Multnomah County and is reasonably consistent with the availability of qualified women and minorities based on Equal Employment Opportunity data supplied by the City and County. This requirement is in addition to any other requirement of this portion of the contract.

The Contractor shall demonstrate that it is an EEO employer with a diverse workforce, or that it is making serious efforts to become one, as follows:

1. The Contractor and each affected subcontractor shall submit a copy of its "A" level EEO certification letter from the City of Portland EEO Program. An "A" level EEO certification demonstrates that the Contractor is not underutilized by

trade, race, and gender in its companywide workforce based on availability data from the 1990 census and the City's EEO statistical summary; or

2. Provide written documentation of its good faith recruitment efforts. If the Contractor is unable to verify that it employs a diverse workforce based on the standards described in the paragraph above, then the Contractor must follow the process for recruiting apprentices and journey workers described in Sections IIIF and IIIG of this specification. This process is considered by the Owner to be the minimum effort to recruit a diverse workforce.

NOTE: A Contractor seeking an "A" level EEO certification may wish to consider utilizing the Recommended Good Faith Recruitment & Retention Practices, attached as Exhibit 1.

3. The failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall not excuse the Contractor's obligations under this section of the specifications.

B. Ensure Compliance By Certain Subcontractors

1. The contractor shall ensure that each subcontractor having a subcontract of \$100,000 or more, at all tiers shall comply with all of the provisions of the workforce specifications. Contractors shall include in their bid all costs associated with this requirement. No change order will be executed in order for the contractor to comply with this section.
2. The Contractor shall provide a copy of this Workforce Program specification to all subcontractors with contracts of \$100,000 or more executed for the project.

C. Register As A Training Agent

The Contractor shall register with the Oregon Bureau of Labor and Industries (BOLI) as a Training Agent and ensure that all subcontractors who have contracts in the amount of \$100,000 or more are registered as Training Agents. However, registration as a Training Agent in a specific trade is not required if there are no training opportunities in that trade on the project, based on the maximum ratio allowed by BOLI.

1. Only training programs approved by and registered with BOLI may be used to fulfill training requirements under the workforce specifications.
2. Training is intended to be primarily on-the-job training in apprenticeable crafts, and does not include classifications such as flag person, timekeeper, office engineer, estimator, bookkeeper, clerk/typist, fire fighter, or secretary. Hours performed in crafts, which are not apprenticeable occupations, such as truck driving, are exempt from the training requirements.
3. Exemptions to the training requirements must be approved by the Owner in writing prior to starting work on the project. Written requests for exemptions related to the training requirements will be considered by the Owner during the

course of the project, only for extreme circumstances, and must also be approved in writing. All requests to exempt all or any portion of the work on a project shall be submitted to the Bureau (14) days before any work on the project begins. Requests for exemptions should be directed to the City Workforce Training & Hiring Program Compliance Specialist for the project.

Requests for exemptions shall be approved by the City Workforce Training & Hiring Program Coordinator.

D. Submit Documentation

The contractor shall submit documentation regarding the following subjects to the Owner. The Owner's failure to object to documentation submitted by the Contractor or subcontractor shall not relieve them of the requirements of this section.

1. Training Agent Status

The Contractor and all required subcontractors must submit proof to the Workforce Program that they are registered Training Agents with BOLI prior to beginning any work on the project.

2. Subcontractor Workforce Information

Exhibit 2, Projected Hiring Needs, must also be submitted for each subcontractor required to register as a Training Agent prior to beginning work on the project or within 5 calendar days after the execution of the applicable subcontract, whichever occurs first. Work by a subcontractor shall not begin prior to submission of such documentation.

3. Contractor and Subcontractor Reports After Work Begins

The Monthly Employment Report (Exhibit 4) must be submitted by the prime Contractor and any subcontractor having a subcontract of \$100,000 or more to the Workforce Program by the 5th day of each month, with a copy to the Owner's project manager. The Contractor shall follow the submittal instructions on the report form. All hours subject to prevailing wage rates on public projects, in addition to supervisors, foremen, and superintendents, shall be reported on Exhibit 4.

4. A copy of certified payroll reports may be requested by the Owner to verify information in the Report. The payroll reports shall be provided within 7 days of the date when the contractor receives the request for the payroll.

E. Use of Apprentices

The Contractor shall:

1. Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed on the project by the prime contractor, and subcontractors with

subcontracts of \$100,000 or more, are worked by state registered apprentices throughout the duration of the project. Contractors and subcontractors shall fulfill the 20% apprenticeship hour's requirement without exceeding the apprentice ratios approved by the applicable apprenticeship program.

2. Pay all apprentices the wages required by any applicable collective bargaining contract or pursuant to state or federal law and regulations.
3. Not use workers previously employed at journey-level or those who have successfully completed a training course leading to journey-level status to satisfy the requirements of these provisions.
4. Notify the Workforce Program when an apprentice is hired for this project.
5. Count apprentice hours as follows:
 - (a) Hours worked on the project by apprentices enrolled in state-approved apprenticeship programs. If the Contractor is unable to fulfill its 20% requirement, then the Contractor may also use methods (b) and (c) below;
 - (b) Hours worked on the project by apprentices who are required to be away from the job site for related training during the course of the project, but only if the apprentice is rehired by the same employer after completion of training; and
 - (c) Hours worked on the project by graduates of state-registered apprenticeship programs, provided that such hours are worked within the 12-month period following the apprentice's completion date.

F. Use Apprenticeship Programs for Referrals

A Contractor that does not have an "A" level EEO certification must follow all of these steps in seeking apprentice referrals:

1. Contact the appropriate apprenticeship program or dispatch center to request apprentices who are enrolled in the apprenticeship program; and
2. Request female or minority apprentices from the union or open shop apprenticeship program if such an action will help meet Equal Employment Opportunity (EEO) certification requirements or remedy historical underutilization in the Contractor's workforce; and
3. Keep a written record of the request for apprentices, including name of contact person at apprenticeship program, phone, fax, date, time, job location, start date, etc.; and
4. Make reasonable and necessary efforts to recruit apprentice applicants from community organizations/recruitment resources, and seek to enroll them into an apprenticeship program, if the apprenticeship program is unable to supply an apprentice (or if no women or minorities are available to meet EEO needs), and if

the program is open for applications or allows direct entry from community resources.

NOTE: Contractors may contact the Workforce Program for assistance regarding the apprentice referral process, or may utilize Exhibit 3, Request For Apprentice form, to document their efforts. A list of community organizations/recruitment resources is also available. Instructions are on the last page of this section of the specifications.

G. Utilize Unions and Community Organizations When Recruiting For Any Positions on this Project

When hiring, requesting, recruiting, or replacing workers for this project, the Contractor that does not have an "A" level EEO certification shall:

1. Make reasonable and necessary efforts to employ a diverse workforce, especially to correct any potential EEO certification problems. Such actions should include requests for minority and female applicants. Contractors are notified that direct hiring of employees (such as "walk-ons") without providing notification of that job opportunity, in accordance with paragraph G.2. below, may not constitute a reasonable effort.
2. Document its employment efforts. Documentation should be sufficient to establish the Contractor's efforts, and should include:
 - a) Requests to union halls for signatory contractors;
 - b) Requests to union or open shop apprenticeship programs;
 - c) **Requests to community resources who assist contractors with recruitment and referral of workers.**

Documentation will be requested by the Owner from Contractors that are not "A" level EEO certified if it appears that the Contractor has not made reasonable and necessary efforts to acquire a diverse workforce. When requested, the Contractor shall provide that documentation to the Workforce Program within 7 calendar days.

IV. CONSEQUENCES OF NONCOMPLIANCE WITH WORKFORCE REQUIREMENTS

The Owner's commitment to this program is reflected, in part, by the cost of administering the program. Failure to meet the requirements of this section of the specifications negates such funding and impairs the Owner's efforts to promote workforce diversity and to provide fair and equal opportunities to the public as a whole as a result of the expenditure of public funds. Therefore, the parties mutually agree that failure to meet the requirements of this section of the specifications, including but not limited to the submission of required documentation, constitutes a material breach of contract.

In the event of a breach of this section of the contract, the Owner may take any or all of the following actions:

A. Withholding Progress Payments

The Owner may withhold all or part of any progress payment or payments until the Contractor has remedied the breach of contract. In the event that progress payments are withheld, the contractor shall not be entitled to interest on said payments.

If a subcontractor(s) is responsible for noncompliance with the Workforce Program requirements, the Owner may choose to withhold only their portion of the progress payment.

B. Retain sums as damages for failure to comply with Workforce Specifications

The parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by the Owner for the Contractor's failure to comply with the Workforce Specifications. The parties further agree that it is difficult, if not impossible, to determine the cost to the Owner when workforce opportunities are not provided.

Therefore, if the Contractor fails to comply with the workforce provisions of this contract, the Contractor agrees to pay the sum of \$250 per day for each day of missed apprenticeship hours or until the breach of contract is remedied. Damages may be assessed for failure to meet the 20% apprenticeship training requirements by the prime and each required subcontractor in each trade employed. Damages will be calculated based on the training hours not provided to the Owner at a rate of \$250 per day. For example, if the Contractor was required to provide 200 hours of carpenter training (20% of 1,000 total carpenter hours), and the Contractor only provided 150 training hours, then the difference (50 hours) is divided by 8 (one day of work) to determine number of days of undelivered training. $(50/8 = 6.25 \times \$250 = \$1,562.5)$.

Damages may also be assessed for failure to fulfill the inclusive hiring process described in sections IIIF and IIIG.

These damages are independent of any liquidated damages that may be assessed due to any delay in the project caused by the Contractor's failure to comply with the Workforce provisions of the contract.

C. Retain sums as liquidated damages for delay

The Contractor agrees that any delay to the specified contract time as a result of the Contractor's failure to comply with the requirements of this section shall subject the Contractor to the amount of liquidated damages specified elsewhere in the contract.

D. Notification of Possible Debarment

By executing this contract, the contractor agrees that it has been notified that failure to comply with the requirements of this portion of the contract may lead to the Contractor's disqualification from bidding on and receiving other Owner contracts.

E. Other Remedies

The remedies that are noted above do not limit any other remedies available to the Owner in the event that the Contractor fails to meet the requirements of the Workforce Specifications.

V. REVIEW OF RECORDS

In the event that the Owner reasonably believes that a violation of the requirements of this section has occurred, the Owner is entitled to review the books and records of the Contractor and any subcontractors employed on the project to whom the requirements of this section are applicable to determine whether such a violation has or has not occurred.

In the event that the Contractor or any subcontractor fails to provide the books and records for inspection and copying when requested, such failure shall constitute a material breach of this contract and permit the imposition of any of the remedies noted in Section IV above, including the withholding of all or part of any progress payment.

ATTACHMENTS:

Exhibit 1: Recommended Recruitment & Retention Practices

Exhibit 2: Projected Hiring Needs

Exhibit 3: Request For Apprentice form

Exhibit 4: Monthly Employment/Training Report

Exhibit 5: Apprenticeship Ratio Data

Community Organizations/Recruitment Resources

A list of community resources that assist with construction recruitment is available upon request by calling the Workforce Program at (503) 823-6850.

The list is also available by calling the City of Portland Purchasing Buyline at (503) 823-6855. Then choose Fax On Demand and order document 20307. This service is available 24 hours daily.

Questions Regarding Apprenticeship:

Bureau of Labor & Industries
Apprenticeship & Training Division
800 N.E. Oregon St. # 32
Portland, OR 97232
(503) 731-4072

Questions Regarding City/County

Workforce Training and Hiring Program
City of Portland/Bureau of Purchases
1120 S.W. Fifth Ave., Room 750
Portland, OR 97204
(503) 823-6850 or (503) 823-6855
Fax: (503) 823-5539.

EXHIBIT 1

RECOMMENDED GOOD FAITH RECRUITMENT & RETENTION PRACTICES

A. Recruitment Efforts

Good faith recruitment efforts are those intense, aggressive, sincere, and result-oriented actions taken by the Contractor designed to accomplish the objectives of the City Workforce Training & Hiring, and Equal Employment Opportunity Programs. These efforts may assist the Contractor in achieving an "A" level EEO certification. Good faith recruitment efforts include, but are not limited to:

1. Work aggressively with Contractor's Joint Apprenticeship Training Committee (JATC) to recruit minorities, women and disadvantaged individuals. Provide evidence of these efforts.
2. Assist the JATC by conducting a workshop with minority and women employees to enlist their assistance as recruiters and request their ideas on how to increase employment of underutilized groups.
3. Support the efforts of the Contractor's JATC by giving all apprentices referred to the Contractor a fair chance to perform successfully, allowing for possible lack of previous experience. Recognize that the Contractor is responsible for providing on-the-job training, and that all apprentices should not be expected to have previous experience.
4. Participate in job fairs, school-to-work, and community events to recruit minorities, women, and disadvantaged individuals into the construction trades.
5. Allow scheduled job site visits by participants in community programs, as safety allows, increasing awareness of job and training opportunities in the construction trades.
6. Keep applications of those not selected for an opening. Contact when opening occurs.

B. Retention Efforts

The Contractor shall endeavor to retain minorities, women, and disadvantaged individuals by implementing steps such as the following:

1. Maintain a harassment-free work place.
2. Ensure that employees are knowledgeable about the company's policies if they need to report a harassment problem.
3. Make reasonable attempts to keep apprentices working and train them in all work processes described in the apprenticeship standards.
4. Review and disseminate, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions.
5. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
6. Take steps to reduce feelings of isolation among minorities and women to curb hostile attitudes and behavior (e.g., have several minorities and women at the job site, provide access to support group system).
7. Provide adequate toilet facilities for women on the job site.
8. Match minority, female, or disadvantaged apprentices who may need support to complete their apprenticeship programs with a journey-level mentor.

EXHIBIT 2**PROJECTED HIRING NEEDS**

This form must be completed thoroughly by the prime and each subcontractor with a subcontract of \$100,000 or more.

Please state how you plan to perform the work on this project, indicating the number of journey workers and apprentices by trade. This workforce plan must demonstrate how your company will fulfill all Workforce Program requirements, including utilization of apprentices. **Complete all columns, with project-specific information.**

BID# _____

PROJECT NAME: _____

Federal ID # _____

☐ Prime Contractor ☐ Subcontractor

Trade	Total # of Journey Workers	# of Apprentices	# of New Positions (indicate Journey or Apprentices)	Anticipated Start Date	Estimated Total Hours (all workers in each trade)

Please list the apprentices who will work on this project. If you need more space, attach an additional sheet of paper. The Workforce Program compliance staff must approve all apprentices on the project.

Name of Apprentice	Trade	Race	Gender	Date of Hire	Staff use only (Initial: Approved Notified, Docs)

If no current apprentices, indicate when and how they will be hired.

Person in your company who does hiring: _____

COMPANY: _____ CCB# _____ PHONE: _____ FAX: _____

Are you a registered Training Agent? ☐ Yes ☐ No Are you a ☐ Union ☐ Open Shop contractor?

With which JATCs are you registered to train apprentices? _____

Apprentice committee or union contact person who dispatches apprentices to your company:

Name: _____ Phone: _____ Fax: _____

Name: _____ Phone: _____ Fax: _____

PREPARED BY: _____ / _____

DATE: _____

(sign and print)

Prime contractor must complete and submit to Owner within 15 calendar days after bid opening or prior to award of contract, whichever occurs first.

Subcontractors with contracts of \$100,000 or more must submit prior to beginning work on the project or within five (5) days of signing subcontract, whichever occurs first, to Prime Contractor. **Prime Contractor must submit to: Workforce Program, Bureau of Purchases, 1120 S.W. Fifth Avenue #750, Portland, OR 97204**
Phone (503) 823-6850 or FAX (503) 823-5539

EXHIBIT 3**Request For Apprentice**

The contractor may use this form to document efforts when recruiting apprentices.

FAX To: _____ /

(Apprenticeship Committee)

(Contact/ Dispatcher)

Fax Number : _____ Number of Pages _____

Request From:

Company Name _____ /

(Registered Training Agent)

(Contact Person)

Phone _____ Fax _____

Date: _____ Time: _____

Apprentice Request:

As a registered Training Agent, I am using this form to request referral of an apprentice for employment with my company in cooperation with the City/County/PDC Workforce Training & Hiring Program. I would like to continue to diversify my workforce. Therefore, please refer ethnic minorities and women for my consideration. If I am unable to receive a referral from my apprenticeship program within a reasonable time, and my apprenticeship program is open for applications or allows direct entry, I may use this form to request a referral to the apprenticeship program from community recruitment resources.

Apprentice referral is needed by this date: _____ Work Starts: _____

Job Site Location: _____ Expected Length of Employment: _____

Project _____ Owner (Multnomah

County) _____

Number of Apprentices: _____

Trade/Occupation: _____

Number of Apprentices: _____

Trade/Occupation: _____

Minimum qualifications (if different from apprenticeship standards): _____

Safety needs: ___ Hard hat ___ Gloves ___ Hard-toed boots Other? _____

Please fax this Request For Apprentice form to your apprenticeship committee.

To document your good faith efforts, copies may also be sent to:

City Workforce Training & Hiring

1120 SW 5th Ave. Rm 750

Portland, OR 97204

Phone: (503) 823-6850

FAX: (503) 823-5539

For Apprenticeship Program Only

Please check the appropriate box and fax to City Workforce Program:

☐ I was able to dispatch an apprentice to the project listed above.

Name of Apprentice: _____ Rae _____ Gender _____

☐ I was unable to dispatch an apprentice to the project listed above because _____

Fax this form with dispatch information to (503) 823-5539. Thank you.

EXHIBIT 4

☐ Prime Contractor ☐ Subcontractor

Federal ID # _____

MONTHLY EMPLOYMENT REPORT**Workforce Training & Hiring Program** Project Name: _____

CCB# _____

Bid #: _____

Indicate here if final report _____

The Monthly Employment/Training Report must be completed by the prime contractor and all subcontractors with contracts of \$100,000 or more, and signed by a responsible official of the company. The prime contractor shall submit a report for its workforce on the project. Each subcontractor shall separately submit a report for its workforce on the project. It is the responsibility of the prime contractor to assure that all Monthly Employment Reports are submitted in a timely manner.

The reports are due on the 5th day of the month following each month of employment during the term of the contract.

Either on the form below or on a contractor-provided form approved by the City Workforce Training & Hiring Program, complete all categories for each employee working on the project during the reporting period.

Dates from: _____ to: _____ Company Name: _____ Phone: _____ Fax: _____

NAME (PLEASE PRINT OR TYPE)	ZIP CODE	SOCIAL SECURITY NUMBER	TRADE	LEVEL (Journey, Apprentice, Apprentice Grad) J or A or G	*RACE	SEX M/F	HOURS WORKED this PERIOD

Submit to: City Workforce Program
Bureau of Purchases
1120 SW 5th Ave #750
Portland, OR 97204
FAX: (503) 823-5539

Send copy to: Developer and Owner's Project Manager

* Race includes the following minorities:

AA - African American - having origins in any of the black racial groups of Africa;

H - Hispanic American - person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin;

A - Asian American - having origins in any of the original people of the Far East, Southeast Asia, Indian subcontinent or the Pacific Islands;

NA - Native American - American Indian or Alaskan Native, having origins in any of the original peoples of North America;

C - Caucasian.

Signature: _____ Print Name: _____ Title: _____

NOTE: Apprentice hours spent in the classroom during the course of the project can be submitted as hours worked.

EXHIBIT 5**APPRENTICESHIP RATIO DATA***

The following data may be used to determine the ratio of apprentices on a jobsite in proportion to journey-level workers on the jobsite. The ratios that apply are those listed in the standards of the apprenticeship committee to which the Training Agent (Contractor) is a member. If the applicable trade is not listed, contact the Bureau of Labor and Industries at (503) 731-4072 or your apprenticeship

*Ratios may change pursuant to actions taken by the Oregon State Apprenticeship & Training Council/BOLI. For the purposes of this contract, the ratios approved by BOLI on the date the bid is advertised shall prevail.

<u>TRADE</u>	<u>APPRENTICE TO JOURNEY RATIO*</u>		
	<u>1st Apprentice</u>	<u>2nd Apprentice</u>	<u>Max</u>
Asbestos/Insulation Workers	1/1	1/4	
Brick/Marble/Terrazzo/Tile Finisher	1/1	1/3	
Bricklayer/Masonry	1/1	1/5	
Carpenter (Portland)	1/1	1/1 (1/5 union)	Additional apprentices authorized a 1/5 (union). Open shop and City of Portland industrial 1/1 for first three apprentices; 1/5 after.
Carpet Installers/Floorlayers	1/1	1/3	
Cement Masons	1/2	1/3	
Drywall Applicator (Ext/Int Specialists)	1/3	1/5	
Drywall Finisher (Taper)	1/1	1/3	
Electricians			
Inside	1/1	1/3 union (1/2 open shop)	
Outside	1/6	1/6	
Limited Energy/Limited Residential	1/1	1/1 union (1/2 open shop)	
Construction Lineman	1/1	1/1	
Limited Maintenance	1/1	1/2	
Stationary Engineer	1/1	1/3	
Elevator Contractor	1/1	1/1	1/1 for first two apprentices; 1/2 after
Environmental Control System (HVAC)	1/1	1/1	
Glass Installer (Glazier)	1/1	1/3	
Hod Carrier/Mason Tender	1/1	1/5 union (1/3 open shop)	
Iron Worker	1/1	1/6	
Laborer (Construction)	1/1	1/5 union (1/3 open shop)	
Landscape Laborer/Technician	1/1	1/5 union (1/3 open shop)	
Maintenance Mechanic	1/1	1/3	
Millwright	1/5 union (1/3 open shop)	1/5 union (1/3 open shop)	
Operating Engineer (Heavy)	1/1-4	2/5-9	3/10-19 4/20-24 5/25-29 30 or more 1/for each 5 additional operators
Painting & Sandblasting	1/1	1/3	
Painting (Traffic Control)	1/1	1/4	
Pile Drivers	1/3	1/5	
Pipe Fitters/Steam Fitters	1/1	1/1	1/1 for first two apprentices; 1/3 after

Plasterers	1/1	1/3	
Plumber	1/1	1/1	1/1 for first two apprentices, 1/3 after
Roofer	1/1	1/1	
Scaffold Erector	1/1	1/1	1/1 for first five apprentices, 1/5 after
Sheet Metal Worker	1/1	1/1	1/1 for first two apprentices, 1/3 after
Sheet metal Worker (Residential)	1/1	1/1	
Sign Maker/Erector	1/1	1/1	
Sprinkler Fitter	1/1	1/1	
Structural Fabricator	1/1	1/3	
Terrazzo Worker	1/1	1/3	
Tile/Marble Setter	1/1	1/3	

**INTERGOVERNMENTAL AGREEMENT
HAWTHORNE BRIDGE RAMP RELOCATION
COUNTY COURTHOUSE
MORRISON BRIDGEHEAD PROPERTIES**

This Intergovernmental Agreement ("Agreement") is entered into on November 19, 2007 (the "Effective Date") between Multnomah County, Oregon ("County"), and the City of Portland, acting by and through the Portland Development Commission, its duly designated urban renewal agency ("PDC"). PDC and County may be collectively referred to herein as the "Parties" and, individually, as a "Party".

RECITALS

- A. County desires to redevelop the block bounded by SW Naito Parkway, SW First Avenue, SW Madison Street, and SW Main Street in the City of Portland, known as Block 7 (the "Redevelopment Property"), as a new Multnomah County Courthouse.
- B. The Redevelopment Property is currently bisected by the Hawthorne Bridge off ramp and, as part of the preparation of the Redevelopment Property for a new courthouse, County must relocate the off ramp.
- C. A portion of the relocated off ramp will fall within the Downtown Waterfront Urban Renewal Area and County has requested nine million dollars (\$9.0 million) from PDC to assist it in relocating the off ramp.
- D. PDC is willing to provide such financial assistance provided that, among other things, County agrees to work jointly with PDC to offer the property bounded by SW 1st Avenue, SW 2nd Avenue, SW Alder Street/Morrison Bridge ramp, and SW Washington Street/Morrison Bridge ramp and the property bounded by SW Naito Parkway, SW 1st Avenue, SW Morrison Street, and SW Stark Street (collectively, the "Morrison Bridgehead Properties"), also located within the Downtown Waterfront Urban Renewal Area in Portland, for private redevelopment.
- E. Relocating the Hawthorne Bridge off ramp and offering the Morrison Bridgehead Properties for private redevelopment will enable development of a new Multnomah County Courthouse (the "Courthouse") on a site formerly devoted exclusively to transportation infrastructure, will allow private redevelopment to proceed on other sites that were considered as possible locations for the new Courthouse (such as Block 10 in Portland, bounded by SW 1st Avenue, SW 2nd Avenue, SW Madison Street, and SW Main Street and commonly known as Two Main Place), and will further the Downtown Waterfront Urban Renewal Plan.
- F. On April 24, 2007, County and PDC entered into a Memorandum of Understanding ("MOU") summarizing the foregoing terms and, pursuant to the MOU, now desire to enter into this Intergovernmental Agreement to implement the transactions contemplated thereby.

AGREEMENT

ARTICLE I – HAWTHORNE BRIDGE RAMP RELOCATION AND COURTHOUSE

- 1.1 PDC Financing.** Subject to the terms and conditions of this Agreement, including but not limited to Section 1.5 below, PDC shall provide County with financing for relocation of the Hawthorne Bridge off ramp, as such relocation is further described in Exhibit A attached hereto and incorporated herein by this reference (the "Ramp Relocation Project"), in an amount not to exceed nine million dollars (\$9.0 million) (the "PDC Financing"). The PDC Financing may only be used to pay costs of the Ramp Relocation Project that relate directly to improvements located within the boundaries of the Downtown Waterfront Urban Renewal Area, as reflected in Exhibit A (the Downtown Waterfront Urban Renewal Area lies to the west of the boundary identified in Exhibit A), and that are a permissible use of tax increment revenues derived under ORS Chapter 457. For purposes of this Agreement, the foregoing costs include a contribution, in an amount up to 2% of the PDC Financing (the "RACC Contribution"), to the Regional Arts and Culture Council for public art, as required by Chapter 5.74 of the Portland City Code. If County uses part of the PDC Financing to cover soft costs of the Ramp Relocation Project, the proportion of the soft costs covered by the PDC Financing shall not exceed the proportion of the hard costs of the Ramp Relocation Project covered by the PDC Financing. Any other use of the PDC Financing must be approved in advance and in writing by PDC.
- 1.2 Completion of Ramp Relocation Project.** County shall commence the Ramp Relocation Project within five years of the Effective Date and upon commencement will diligently pursue construction of the Ramp Relocation Project until it is complete. County is solely responsible for costs of the Ramp Relocation Project in excess of the PDC Financing. County shall comply with all applicable laws in its construction of the Ramp Relocation Project. Specifically, but without limiting the generality of the preceding sentence, County shall comply with the prevailing wage laws, as applicable, and work with the Portland Bureau of Planning, the Portland Parks and Recreation Department and the Portland Office of Transportation to obtain the necessary entitlements and approvals for the Ramp Relocation Project.
- 1.3 Completion of Courthouse Project.** The Ramp Relocation Project is intended, in part, to make the Redevelopment Property available for construction of the new Courthouse and County currently intends to construct the new Courthouse on the Redevelopment Property. But County may, instead, after completion of the Ramp Relocation Project, sell or otherwise dispose of the Redevelopment Property in order to obtain another site for the new Courthouse provided that (a) the proceeds of such sale or other disposition (including the value of any in-kind consideration received) are used to acquire another site for the new Courthouse or to develop the new Courthouse on another site and (b) the Redevelopment Property is put to a taxable use. County shall use its best efforts to obtain the necessary entitlements to construct the new Courthouse, either on the Redevelopment Property or on an alternative site as described above, within five years of the Effective Date and to obtain the necessary financing and complete construction of the new Courthouse as soon as reasonably possible thereafter; provided, however, that County's failure to obtain such entitlements or financing shall not be considered a breach of this Agreement if County has used its best efforts to obtain them. County is solely responsible for the costs of constructing the new Courthouse.
- 1.4 Disbursement of PDC Financing.** Subject to satisfaction of the conditions precedent set forth in Section 1.5 below, PDC shall disburse the PDC Financing for the Ramp Relocation Project as follows: PDC shall withhold the estimated RACC Contribution of \$180,000, pending final determination of the amount of the PDC Financing and the required RACC Contribution, and shall disburse the remaining balance of the PDC Financing (\$8,820,000) to County in a single lump sum after County's presentation to

PDC of an invoice therefor. Upon final determination of the amount of the PDC Financing and the required RACC Contribution, PDC shall pay the required RACC Contribution to RACC from the funds withheld and in accordance with PDC practice.. If any withheld funds remain after paying the required RACC Contribution, PDC shall disburse those funds to County, upon presentation to PDC of an invoice therefor, to the extent of any eligible Ramp Relocation Project costs not covered by prior disbursements of the PDC Financing. County invoices shall be submitted in an original and two copies to:

Peter Englander
Portland Development Commission
222 NW 5th Avenue
Portland, OR 97204

Pending its use on the Ramp Relocation Project as permitted by this Agreement, County shall place the PDC Financing disbursed to County under this Agreement in a segregated interest bearing account consistent with County's cash management policies for similar funds. All interest on such funds while held by County shall accrue to the County except as provided in Article IV.

1.5 Conditions to PDC Financing. PDC's financing for the Ramp Relocation Project, and the disbursement of such financing to County, is conditioned on each of the following:

1.5.1 PDC has received sufficient proceeds from a line of credit established by the city of Portland for the Downtown Waterfront Urban Renewal Area to permit PDC, in the reasonable exercise of its administrative discretion, to make the payment. PDC anticipates that sufficient proceeds from the line of credit will be available no later than January 30, 2008.

1.5.2 PDC has received from County a budget for the Ramp Relocation Project, in form and substance satisfactory to PDC, that identifies at least \$9 million in Ramp Relocation Project costs that can be covered by the PDC Financing, as described in Section 1.1.

1.5.3 PDC has received from County a timeline for obtaining the necessary entitlements and financing to construct the Courthouse.

1.5.4 County is not in breach of any material term or provision of this Agreement.

ARTICLE II - MORRISON BRIDGEHEAD PROPERTIES

As partial consideration for PDC's agreement to provide the PDC Financing for the Ramp Relocation Project and with recognition that timely and appropriate sale and private redevelopment of the Morrison Bridgehead Properties will both provide revenue to the County to construct the new Multnomah County Courthouse and further the urban renewal objectives of the Downtown Waterfront Urban Renewal Plan, County shall work jointly with PDC to offer the Morrison Bridgehead Properties for sale and redevelopment by the end of March 2008 or as soon thereafter as is reasonably possible. The County's and PDC's work with respect to the Morrison Bridgehead Properties shall include, but not necessarily be limited to, the following:

2.1 Development Solicitation. PDC and County shall jointly prepare criteria for disposition and redevelopment of the Morrison Bridgehead Properties. The criteria shall give

preference to redevelopment proposals that make maximum use of the Morrison Bridgehead Properties site, that propose quality office, retail, or residential uses, or a mixture of those uses, that enhance the viability of the downtown retail core, that enhance the connectivity between the downtown retail core and the waterfront, that create tax revenue and that have aggressive development timelines. After PDC and County have reached agreement on the criteria, PDC will prepare an appropriate development solicitation document (a Request for Proposals, Request for Qualifications, or other appropriate development solicitation tool) that reflects the agreed-to criteria, for review and approval by County. The development solicitation document shall provide for a proposal review, evaluation and selection process that includes substantial PDC participation while making clear that there are no TIF funds or County funds available for redevelopment of the Morrison Bridgehead Properties. The development solicitation document shall further provide that any alteration to the County's Morrison Bridge, including off ramps and appurtenances, required for any proposed project shall be subject to County approval and shall be done at no cost to the County. After County approval of the development solicitation document, the solicitation document shall be issued in the County's name but with the solicitation process administered by PDC on behalf of County. PDC's administration of the development solicitation process shall include, but not necessarily be limited to, dissemination of the solicitation document consistent with standard PDC practice, facilitation of meetings contemplated by the solicitation documents, response to questions regarding the solicitation (after consultation with County), receipt of the proposals, facilitation of the proposal review, evaluation and selection process, and notification of the results of the solicitation.

2.2 Selection of Development Proposal. PDC acknowledges that final approval of the selection of a development proposal received in response to the development solicitation rests with the County, in County's sole discretion. Nevertheless, County agrees to consider in good faith the development proposal, if any, recommended for selection in accordance with the proposal review, evaluation and selection process specified in the development solicitation document, provided that the recommended proposal provides for payment to County of the appraised value of the properties for their highest and best use on terms acceptable to the County in its sole discretion, does not obligate the County to incur any costs related to the proposed development, and does not unreasonably delay closing of the sale of those properties. For purposes of this Agreement, the appraised value of the Morrison Bridgehead Properties shall be determined through an appraisal process mutually acceptable to PDC and County. If none of the proposals received in response to the development solicitation is acceptable to both PDC and County, then PDC and County shall negotiate in good faith to reach agreement on an amendment to this Article II to achieve their joint disposition and redevelopment objectives for the Morrison Bridgehead Properties. If, under the circumstances described in the preceding sentence, PDC and County are not able to reach agreement on an amendment to this Article II, then PDC and County shall have no further obligations under this Section 2.2 or Section 2.3 and County may proceed with a sale or disposition of the Morrison Bridgehead Properties in its discretion.

2.3 Negotiation and Preparation of Disposition and Development Documentation. If a development proposal is selected and approved in accordance with Section 2.2, PDC, with the cooperation and assistance of County, shall negotiate and draft appropriate disposition and development documentation for County's consideration (the "Development Agreement"). County agrees and acknowledges that PDC shall have principal control of the negotiation and approval of terms in the Development Agreement related to the redevelopment aspects of the transaction. PDC agrees and acknowledges that County shall have principal control of the negotiation and approval of terms in the

Development Agreement related to the sale of the Morrison Bridgehead Properties to the developer, including but not limited to the sale price and payment terms. Notwithstanding the foregoing, neither Party shall be required to execute the Development Agreement or any other agreement, document or instrument that is not, in form and substance, satisfactory to that Party. Each Party shall be responsible for making its own determination that the Development Agreement or other agreement, document or instrument is, in form and substance satisfactory to it, without relying on any representation, warranty or statement of the other Party, except to the extent, if any, expressly set forth in the Development Agreement or other agreement, document or instrument. If PDC, County and the proposed developer are not able to reach agreement on the terms of a Development Agreement, then PDC and County shall negotiate in good faith to reach agreement on an amendment to this Article II to achieve their joint disposition and redevelopment objectives for the Morrison Bridgehead Properties. If, under the circumstances described in the preceding sentence, PDC and County are not able to reach agreement on an amendment to this Article II, then PDC and County shall have no further obligations under this Section 2.3 and County may proceed with a sale or disposition of the Morrison Bridgehead Properties in its discretion.

ARTICLE III - OTHER REDEVELOPMENT COOPERATION

As further consideration for PDC's agreement to provide the PDC Financing for the Ramp Relocation Project, County shall work jointly with PDC on other potential redevelopment projects as follows:

- 3.1 **South Hawthorne Bridgehead.** If County declares the County-owned property immediately to the south of the Relocation Property (the eastern half and the northern 95 feet of the western half of the block bounded by SW 1st Avenue, SW Naito Parkway, SW Jefferson Street, and SW Madison Street and otherwise described as Lots 1-4, and 8 and the north 45 feet of lot 7, Block 8, Portland) surplus, County shall, if requested by PDC, negotiate in good faith with PDC to reach agreement on a joint effort to offer that property for redevelopment in a manner similar to that of Morrison Bridgehead Properties, described in Article II above.
- 3.2 **Hooper Detox Center.** County shall actively support either (a) the refurbishment and rehabilitation of the Hooper Detox Center located at 20 NE Martin Luther King, Jr., Blvd (the "Hooper Detox Center Property") or (b) the development of a replacement detox facility at another location in the Central Eastside Urban Renewal Area. County shall consider the possibility of co-locating health or other appropriate County services at the Hooper Detox Center or replacement facility. County's agreement to provide active support does not constitute a commitment to provide any financing for refurbishment or relocation of the Hooper Detox Center. Although this Agreement does not constitute a PDC commitment to provide such financing, PDC is currently contemplating providing up to \$2 million in financial assistance for refurbishment and rehabilitation of the Hooper Detox Center at the current site or for the development of a replacement facility at an alternate site in the Central Eastside Urban Renewal Area.
- 3.3 **Hawthorne Bridge Shop.** County shall include PDC in planning discussions regarding the future of the County Bridge Shop site under the Hawthorne Bridge.
- 3.4 **Possible Hawthorne Bridgehead Urban Renewal Area.** County and PDC shall discuss the creation of a limited urban renewal area to leverage the new development in the

vicinity of the Redevelopment Property to assist in the development of a new Multnomah County Courthouse.

ARTICLE IV – RECAPTURE OF PDC FINANCING

County shall not be required to repay the PDC Financing except as follows:

- 4.1 Unexpended Funds.** If any portion of the PDC Financing disbursed to County remains unexpended at completion of the Ramp Relocation Project, County shall promptly repay such portion to PDC, together with interest earned on such portion from the investment of such portion pursuant to Section 1.4 above.
- 4.2 Impermissible Use of PDC Financing.** If any portion of the PDC Financing disbursed to County is used in a manner not permitted by this Agreement, County shall, upon PDC's demand, repay such portion to PDC, together with interest earned on such portion from the investment of such portion pursuant to Section 1.4 above.
- 4.3 Disposition of Redevelopment Property.** If, without prior written approval by PDC, County sells the Redevelopment Property, or otherwise disposes of the Redevelopment Property, or an interest therein, in a manner inconsistent with the development of the new Courthouse on the Redevelopment Property, and uses the proceeds of such sale or disposition (including the value of any in-kind consideration received) for a purpose other than to acquire another site for the new Courthouse or to develop the new Courthouse on another site, then County shall, upon PDC's demand, repay to PDC the lesser of (a) the proceeds received by County through such sale or disposition (including the value any in-kind consideration received), (b) the entire amount of the PDC Financing, or (c) such lesser amount as PDC may require in its discretion. County shall also pay PDC interest earned on the foregoing amount from the investment of such amount pursuant to Section 1.4 above.

ARTICLE V – RECORDS, INSPECTION AND REPORTING

- 5.1 Records and Inspection.** County shall maintain all fiscal and other records pertinent to this Agreement or to the Ramp Relocation Project for at least three (3) years following completion of the Ramp Relocation Project. County shall maintain all fiscal records relating to this Agreement and the Ramp Relocation Project in accordance with generally accepted accounting principles and in a manner that clearly documents when and how the PDC Financing was used. In addition, County shall maintain all other records pertinent to this Agreement in such a manner as to clearly document its performance hereunder. County shall make any or all of the foregoing records available to PDC and its representatives, as PDC may reasonably request from time to time, to enable PDC to perform examinations and audits and make excerpts and transcripts, provided that any such examinations and audits shall be at PDC's sole expense. In addition, County shall permit PDC and its representatives to inspect the Ramp Relocation Project, and the work performed as a part thereof, as PDC may reasonably request from time to time.
- 5.2 Reporting.** County shall inform PDC in writing when the Ramp Relocation Project is completed. Promptly after completion of the Ramp Relocation Project, County shall provide to PDC documentation of the use of the PDC Financing, including copies of paid invoices, accounting records and other documents that PDC may reasonably request. County shall inform PDC in writing when the necessary entitlements for the construction

of the Courthouse have been obtained, when financing has been arranged, and when the construction of the Courthouse is completed.

ARTICLE VI - TERMINATION

This Agreement shall terminate upon the later of completion of the Ramp Relocation Project or completion of construction of the new Courthouse, as evidenced by County's receipt of a Certificate of Occupancy for the new Courthouse. Sections 3.2, 3.3, 5.1 and 8.4 shall survive termination of this Agreement.

ARTICLE VII – COMPLIANCE WITH PREVAILING WAGE LAWS AND PDC POLICIES

PDC and County agree and acknowledge that, as a condition of the PDC Financing, the Ramp Relocation Project must comply with the following policies:

- 7.1 **Workforce Training & Hiring/Good Faith Opportunity Review.** The Ramp Relocation Project must comply with County's Good Faith Efforts Program requirements, set forth in Exhibit B attached hereto and incorporated herein by this reference, and County's Workforce Training & Hiring program requirements, set forth in Exhibit C attached hereto and incorporated herein by this reference. As applicable, County shall include the foregoing requirements in its contracts related to the Ramp Relocation Project and cause its contractors to comply with such requirements.
- 7.2 **Prevailing Wage Laws.** The Parties agree and acknowledge that the Ramp Relocation Project is a "public work" as that term is defined in ORS 279C.800(5). As a result, state prevailing wage law will apply to the Ramp Relocation Project and County shall comply with state prevailing wage law in connection with the Ramp Relocation Project.

ARTICLE VIII - GENERAL

- 8.1 **Notices.** Any notice provided for under this Agreement shall be in writing and deemed delivered five days after mailing, postage prepaid and properly addressed to the Party to be notified. Unless a Party changes its address by giving notice to the other party as provided herein, notices shall be addressed as follows:

If to PDC:
Eric Jacobson
Portland Development Commission
222 NW 5th Avenue
Portland, OR 97209

If to County:
Pam Krecklow
Multnomah County
401 N Dixon
Portland, OR 97227

- 8.2 **Agreement Administration.** Eric Jacobson is the PDC project staff person assigned to this Agreement and is authorized to administer it on behalf of PDC. Pam Krecklow is the County project staff person assigned to this Agreement and is authorized to administer it on behalf of County.
- 8.3 **Signs and Publicity.** During construction of the Ramp Relocation Project, County, at its expense, shall post at a visible location near the project a sign identifying PDC as

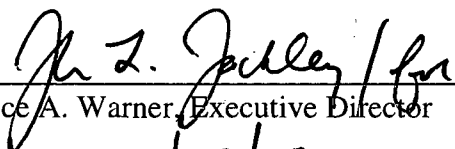
providing project financing. The location and format of the sign shall be approved by PDC prior to its display.

- 8.4 **Indemnification.** To the extent permitted by Oregon Law and within the limits of the Oregon Tort Claims Act (ORS 30.260 through 30.300), County shall defend (if requested by PDC), indemnify and hold harmless PDC and PDC's commissioners, officers, agents, and employees against all claims, demands, actions and suits (and liability arising therefrom) brought against any of them arising from or related to the Ramp Relocation Project except that County shall not be required to indemnify PDC or its commissioners, officers, agents or employees to the extent of their fault or negligence. To the extent permitted by Oregon Law and within the limits of the Oregon Tort Claims Act (ORS 30.260 through 30.300), PDC shall defend (if requested by County), indemnify and hold harmless County and County's commissioners, officers, agents, and employees against all claims, demands, actions and suits (and liability arising therefrom) brought against any of them arising from or related to actions by PDC under Article II of this Agreement except that PDC shall not be required to indemnify County or its commissioners, officers, agents or employees to the extent of their fault or negligence. PDC's indemnification obligation under this Section 8.4 shall terminate on the date County enters into a Development Agreement with a developer as contemplated by Section 2.3 hereof.
- 8.5 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall occur, if in the state courts, in the Multnomah County Circuit Court, or if the action must be brought in federal courts, in the United States District Court for the District of Oregon.
- 8.6 **Assignment.** Neither Party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due under this Agreement, without the prior written approval of the other Party. This Agreement shall bind and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns.
- 8.7 **No Third Party Beneficiaries.** This Agreement is between the Parties and creates no third-party beneficiaries. No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.
- 8.8 **Relationship of Parties.** The parties intend that the relationship created by this Agreement is that of independent contracting parties. Neither party hereto shall be deemed an agent, partner, joint venturer, or related entity of the other by reason of this Agreement.
- 8.9 **Time is of the Essence.** Time is of the essence of this Agreement.
- 8.10 **Counterparts.** This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on both Parties, notwithstanding that both Parties are not signatories to the same counterpart. \
- 8.11 **Material Breach.** If County or PDC breaches any material term or provision of this Agreement (other than a breach described in Sections 4.2 or 4.3 in which case Section 4.2 or 4.3 shall govern, as applicable) and such breach remains uncured 60 days after written notice thereof to the breaching party, then the non-breaching party may pursue any right or remedy that it may have, under this Agreement, at law or in equity, for the breach of this Agreement, including but not limited to, monetary damages.

8.12 **Integration, Amendment and Waiver.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE PARTIES, BY THE SIGNATURES BELOW OF THEIR AUTHORIZED REPRESENTATIVES, ACKNOWLEDGE HAVING READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

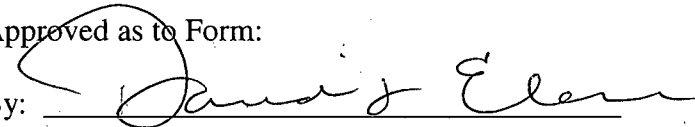
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of the date first set forth above, by their duly authorized representatives.

CITY OF PORTLAND, ACTING BY AND THROUGH THE PORTLAND DEVELOPMENT COMMISSION

By: 
Bruce A. Warner, Executive Director

Date: 11/23/07

Approved as to Form:

By: 
David J. Elott, PDC Assistant General Counsel

MULTNOMAH COUNTY, OREGON

By: 
Ted Wheeler, Chair

Date: _____

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY FOR
MULTNOMAH COUNTY

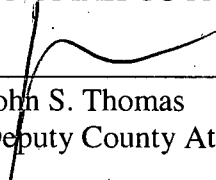
By: 
John S. Thomas
Deputy County Attorney

EXHIBIT A

HAWTHORNE BRIDGE OFF RAMP RELOCATION PROJECT

Project Scope: Realign the Hawthorne Bridge's West bound Main Street bridge approach that currently bisects Block 7.

Project Elements:

- Lower by 7' to 9' SW Naito Parkway between SW Madison and SW Salmon Streets
- Demolition of existing Main Street Ramp that spans SW Naito and roadway on Block 7
- Demolition of vacated Madison Street roadway on Block 8
- Removal of partial concrete deck on NE pedestrian and Bike ramp
- Construction of new realigned ramp structure that connects to existing Hawthorne Bridge off ramp, spans over SW Naito, and aligns with unused City of Portland Right of Way for SW Main Street
- Construct new roadway with retaining walls on existing unused City of Portland Right of Way for SW Main Street that connects new ramp to existing SW Main Street at SW First Avenue.
- Widen existing NE pedestrian and bike ramp to 12'
- Project will require closure of west bound traffic lanes for 9 to 12 months. Pedestrian and bicycle traffic would be limited in areas of construction only

Estimated Project Costs:

\$10.7 million

Estimate provided by David Evans and Associates and includes 15% for construction engineering, 12% for design engineering, and 35% for construction contingencies. The high percentage used for construction contingencies is intended to cover the unknown cost items expected to arise during detailed design development.

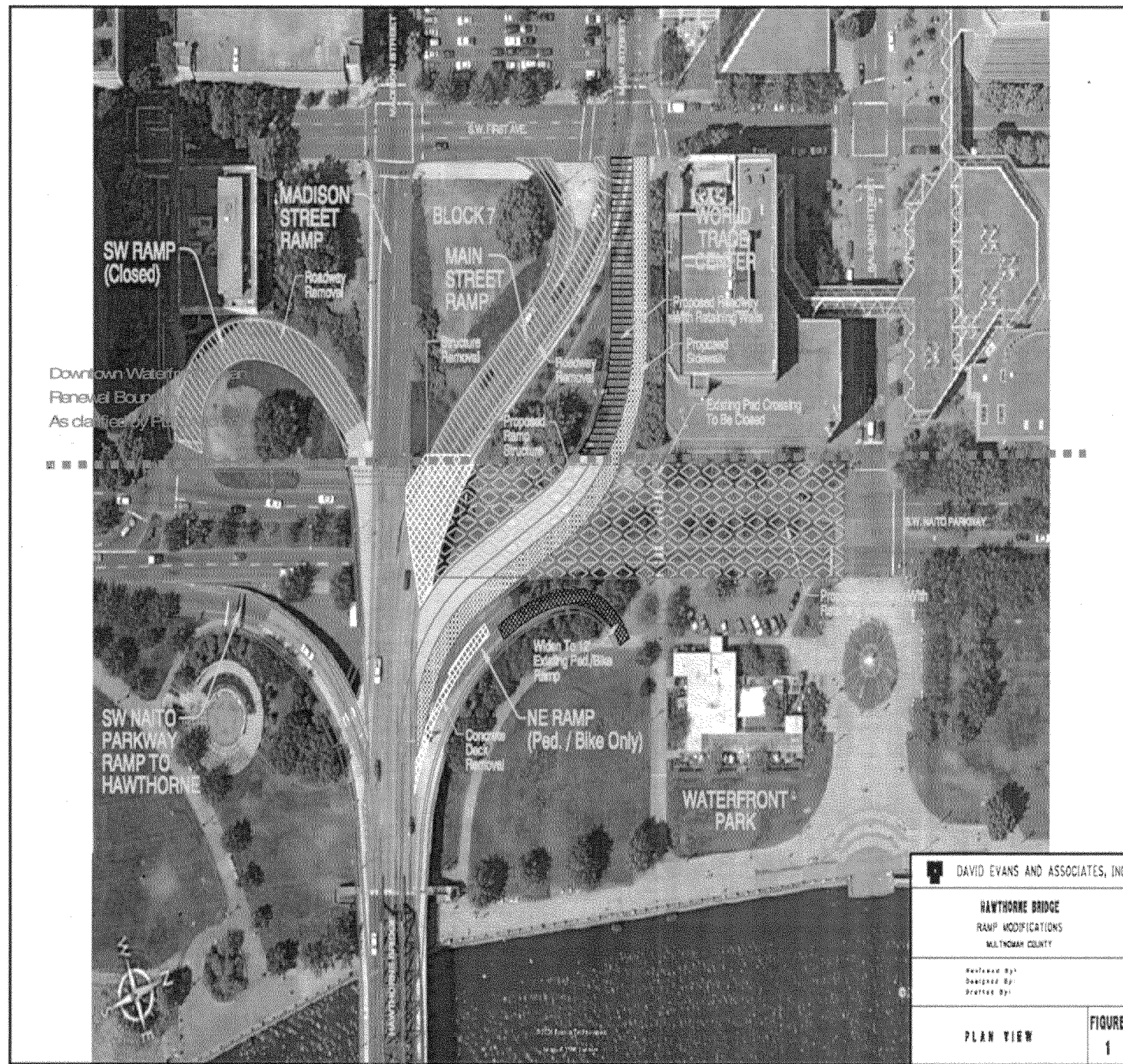
Estimated Project Timeline:

29 months

Estimated provided by David Evans and Associates and is for a traditional design, bid, and construct contracting method. Timeline could be increased with use of other less traditional construction methods such as design/build.

EXHIBIT A (Continued)

GRAPHIC OF HAWTHORNE BRIDGE OFF RAMP RELOCATION PROJECT



**EXHIBIT B
GOOD FAITH EFFORTS PROGRAM REQUIREMENTS**

MULTNOMAH COUNTY GOOD FAITH EFFORT PROGRAM

BIDDER CHECKLIST

This Checklist helps identify documents that must be submitted by the Bidder to establish that Good Faith Efforts (GFE) have been made. However, it remains the responsibility of the Bidder to determine all the documents that must be submitted. For purposes of this document, "submitted" means in the physical possession of Multnomah County Central Procurement & Contract Administration (CPCA). All forms can be provided electronically upon request; OR available to download on the CPCA website:

<http://www.multcopurch.org/>

DUE DAY OF BID OPENING BY 4:00PM – FROM ALL BIDDERS

- ☐ **FORM 1 – Multnomah County - Good Faith Effort Program - Subcontractor and Self-Perform Work List -**
Provide all required information:
(The completed Form 1 must be submitted even if you intend to self-perform ALL the work on this project.)
 - ✓ Bidder Name, Bid Number, Bid Amount, and Project Name
 - ✓ List ALL GFE Divisions of Work as being self-performed, subcontractor identified, or undetermined
 - ✓ List ALL subcontractor information by GFE Division of Work

DUE DAY AFTER BID OPENING BY 4:00PM - FROM THE APPARENT LOW BIDDER

- ☐ **FORM 2 – Multnomah County - Good Faith Effort Program - MWESB Contact / Bids Received Log -**
Provide all required information.
- ☐ **Copy of solicitation letter or FAX sent to M/W/ESB subcontractors**

DUE AFTER AWARD OF CONTRACT FROM CONTRACTOR

- ☐ **FORM 3 – Multnomah County - Subcontractor Payment and Utilization Report**

Submit all required information to:

Multnomah County CPCA; 501 SE Hawthorne Blvd., Suite 400; Portland, OR 97214

Questions:

Please call Multnomah County CPCA at (503) 988-5111

Fax: (503) 988-3252

MULTNOMAH COUNTY GOOD FAITH EFFORT PROGRAM REQUIREMENTS

1. PROGRAM DESCRIPTION

- A. Multnomah County has a compelling government interest to ensure that contracts provide employment opportunities for minority, women, and emerging small businesses in order to address historical underutilization. Therefore, prime contractors are required to submit documentation showing that Good Faith Efforts (GFE) have been made to contract with M/W/ESB subcontractors.
- B. On projects estimated at \$200,000 and above, this program:
 - 1) Is used to evaluate the Good Faith Efforts (GFE) required of all bidders
 - 2) Is intended to assist the County in recording subcontractor utilization on its projects
 - 3) Requires contractors to perform GFE on ALL of their subcontracting opportunities (regardless of value)
 - 4) Is adopted for reasons other than the prevention of bid shopping

2. PRE-BID REQUIREMENTS

- A. Bidders are required to make good faith efforts to contract with M/W/ESB subcontractors for each GFE Division of Work identified in these documents unless the work will be self performed by the bidder. A list of M/W/ESB contractors specializing in the GFE Divisions of Work identified for subcontracting on this project is included. A bidder may not use a subcontractor to perform any division of work unless the bidder has made good faith efforts as required by these specifications with respect to that division of work.
- B. The GFE Divisions of Work are areas where the County believes that subcontracting opportunities may exist. Bidders shall use the GFE Divisions of Work, which are different than the divisions of work that might be outlined in the technical specifications.
- C. Bidders are not required to contact M/W/ESB subcontractors for any GFE Division of Work that will be performed by bidders' own forces. If a bidder indicates that it will self perform work in a particular division of work, after bids are due a bidder may add a subcontractor in that division of work so long as bidder complies with the requirements of paragraph 5 below.
- D. These requirements are contractual obligations and are included in the construction contract. Failure to comply may result in a finding of breach of contract, disqualification of the bidder to bid on future contracts, or a claim for damages.
- E. Who to contact

For **each** GFE Division of Work identified in these documents (see 2 A) that will be performed by a subcontractor, Bidders must contact:

- 1) Each M/W/ESB subcontractor that attended the pre-bid meeting (if one was held) that specializes in a GFE Division of Work that will be subcontracted. If the M/W/ESB identified itself only as another potential prime contractor at the pre-bid meeting, however, that M/W/ESB need not be contacted. A list of subcontractors attending the meeting will be provided to bidders.
AND
- 2) In addition, the Bidder shall contact a minimum of five (5) M/W/ESB Subcontractors listed in each GFE Division of Work that will be subcontracted. If there are less than 5 Subcontractors

listed for a particular GFE Division of Work, Bidders shall contact **all** of the Subcontractors that are listed in that GFE Division of Work.

F. **When to contact**

Bidder shall make the first contact with each M/W/ESB subcontractor at least seven (7) calendar days before the bid opening. For example, if bids are opening on Thursday, the first contact shall be on or before the Thursday of the preceding week; if on Tuesday then on or before the Tuesday of the preceding week.

G. **How to contact**

- 1) Bidders shall contact M/W/ESB subcontractors by letter or fax to advise them of potential subcontracting opportunities.
- 2) Bidders shall follow up with telephone calls to each M/W/ESB subcontractor contacted to determine if a bid will be submitted or if further information is required. A subcontractor need not be contacted if that subcontractor responds to the first contact with a statement that the subcontractor will not bid on this project or if a subcontractor has already submitted a sub-bid.

H. **What information must be provided**

Bidders shall ensure that M/W/ESB Subcontractors have an equal opportunity to compete for work by having the same information as other subcontractors. Bidders shall inform M/W/ESB Subcontractors of the date and time that sub-bids are due.

3. **OPTIONAL GOOD FAITH EFFORTS**

A. Bidders should also consider efforts such as:

- 1) Advertisements in community based newspapers (i.e. Skanner, Asian Reporter, El Hispanic, etc.)
- 2) Letters to Minority and Women Community Organizations
- 3) *Alternative methods of participation in Minority, Women or Emerging small businesses through arrangements such as joint ventures, negotiated subcontract agreements and competitive bids.*
- 4) Purchase of Construction materials and equipment from M/W/ESB suppliers.

4. **SUBMISSION OF REQUIRED DOCUMENTATION**

A. **FORM 1 (Subcontractor and Self-Perform Work List) DUE DAY OF BID OPENING BY 4:00PM – FROM ALL BIDDERS**

Bidders shall submit Form 1 with their bid or by 4:00 p.m. on the day the bid is due. Otherwise, the bid will be rejected.

Form 1 shall list **ALL** Subcontractors to be used on this contract regardless of the dollar amount. (This is more than what is required by the State of Oregon's subcontractor disclosure form). If this bid includes bid alternates for additional work, Bidders shall list **ALL** first-tier Subcontractors who will be used if the County elects to do the additional work.

Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

B. FORM 2 (Log) & SOLICITATION LETTER DUE DAY AFTER BID OPENING BY 4:00PM FROM APPARENT LOW BIDDER

- 1) **FORM 2 (Contact / Bids Received Log):** The apparent low Bidder shall submit Form 2, (or equivalent), by 4 p.m. the next business day following bid submission.
- 2) **Solicitation letter or fax:** The apparent low Bidder shall submit one copy of the letter or fax sent to M/W/ESB Subcontractors to solicit bids for this project. If more than one form of letter or fax was sent, submit a copy of each form sent.
- 3) Failure to timely submit Form 2 will result in bid rejection. Failure to timely submit the solicitation letter or fax may result in bid rejection, in the County's discretion. Contractors shall submit additional information upon request if the County believes it needs to clarify the Bidder's Good Faith Efforts.
- 4) If for any reason the apparent low Bidder is not awarded the contract or its bid is rejected, the next apparent low bidder shall submit Form 2 and its solicitation letter or fax by 4:00 p.m. the next business day following the County's notification.

C. FORM 3 (Subcontractor Payment and Utilization Report) DUE MONTHLY FROM CONTRACTOR

The selected Contractor shall list the contract amounts and payment amounts to all Subcontractors (including MBE/WBE/ESB Subcontractors) and second tier Subcontractors on Form 3.

5. ADDITION OR REPLACEMENT OF SUBCONTRACTORS AFTER BIDS ARE DUE

- A. The successful bidder will not be permitted to add or replace an M/W/ESB subcontractor after bids are due without the consent of the CPCA Manager. The CPCA Manager must be notified in writing immediately upon the need to substitute an M/W/ESB contractor.
- B. No subcontractor may be **added** or **replaced** after the bid is due unless the bidder complies with the requirements of ORS 279C.585 and makes good faith efforts to contract with an M/W/ESB for the work to be performed. Documentation of good faith efforts is required and must be submitted to the CPCA Manager prior to adding or replacing a subcontractor.

6. ENFORCEMENT AFTER CONTRACT AWARD

The Owner's commitment to this program is reflected, in part, by the cost of administering the program. Failure to meet the requirements of this section of the contract negates such funding and impairs the Owner's efforts to promote contracting diversity and to provide fair and equal opportunities to the public as a whole as a result of the expenditure of public funds. Therefore, the parties mutually agree that failure to meet the requirements of this section of the contract, including but not limited to the submission of required documentation, constitutes a material breach of contract.

In the event of a breach of contract, the Owner may take any or all of the following actions:

A. Withholding Progress Payments

The Owner may withhold all or part of any progress payment(s) until the Contractor has remedied the breach of

contract. In the event that progress payments are withheld, the contractor shall not be entitled to interest on said payments. If a subcontractor(s) is responsible for noncompliance with the Good Faith Effort Program requirements, the Owner may choose to withhold only their portion of the progress payment.

B. Liquidated Damages – GFE Program Non-Compliance

The parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by the Owner for the Contractor's failure to comply with the Good Faith Effort Program. The parties further agree that it is difficult, if not impossible; to determine the cost to the owner when contracting opportunities are not provided. Therefore, if the Contractor fails to comply with the Good Faith Effort provisions of this contract, the Contractor agrees to pay the sum of \$1,000 for each violation. These damages are independent of any liquidated damages that may be assessed due to any delay in the project caused by the Contractor's failure to comply with this or other provisions of the contract.

C. Liquidated Damages - Delay

The Contractor agrees that any delay to the specified contract time as a result of the Contractor's failure to comply with the requirements of this section shall subject the Contractor to the amount of liquidated damages specified elsewhere in the contract.

D. Possible Debarment

Failure to comply with the requirements of this portion of the contract may lead to the Contractor's disqualification from bidding on and receiving other Owner contracts.

E. Other Remedies

The remedies that are noted above do not limit any other remedies available to the Owner in the event that the Contractor fails to meet the requirements of the Good Faith Effort Requirements.

7. REVIEW OF RECORDS

- A. In the event that the Owner reasonably believes that a violation of the requirements of this section has occurred, the Owner is entitled to review the books and records of the Contractor and any subcontractors employed on the project to which the requirements of this section are applicable to determine whether such a violation has or has not occurred.
- B. In the event that the Contractor or any subcontractor fails to provide the books and records for inspection and copying when requested, such failure shall constitute a material breach of this contract and permit the imposition of any of the remedies noted in Section 6 above, including the withholding of all or part of any progress payment(s).

ATTACHMENTS:

FORM 1: Multnomah County - Good Faith Effort Program - Subcontractor and Self-Performed Work List

FORM 2: Multnomah County - Good Faith Effort Program - M/W/ESB Contact / Bids Received Log

FORM 3: Multnomah County - Subcontractor Payment and Utilization Report

All forms are available on the CPCA website:

<http://www.multcopurch.org/>

MULTNOMAH COUNTY
GOOD FAITH EFFORT (GFE) PROGRAM
SUBCONTRACTOR and SELF-PERFORMED WORK LIST
(FORM 1)

NOTE: IF THE BIDDER IS NOT USING ANY SUBCONTRACTORS ON THIS PROJECT,
WRITE THE WORDS "SELF PERFORMING ALL WORK" ON THE FORM.

Bidder Name: _____ Total Bid Amount: _____

Bid Number: _____ Project Name: _____

The bidder must identify all GFE Divisions of Work (these may be different from the Technical Spec. Divisions of Work) it will self-perform. **GFE Divisions of Work not being self-performed require Good Faith Efforts.** If the Bidder has not determined who will perform a GFE division of work at bid time, list that GFE Division of work as "Undetermined". GFE Divisions of Work that are subcontracted must be documented and submitted according to GFE Program Requirements.

<u>GFE DIVISIONS OF WORK – BIDDER WILL SELF-PERFORM</u> <i>(GFE not required)</i>	<u>GFE DIVISIONS OF WORK – UNDETERMINED WHO WILL PERFORM</u> <i>(GFE required unless self-performed)</i>

LIST BELOW ALL SUBCONTRACTORS including those M/W/ESBs, that you intend to use on the project. For each subcontractor, include the address, telephone #, CCB #, Fax #, the type of work to be done and the dollar amount of the subcontract regardless of the amount of the contract. If this bid includes alternates for additional work, follow the same instructions as above.

GFE DIVISIONS OF WORK BIDDER WILL SUBCONTRACT <i>(GFE required)</i>					
ALL SUBCONTRACTORS (Please Print) Please use <i>correct legal name</i> of subcontractor	GFE DIVISION OF WORK (Painting, electrical, landscaping, etc.) Use GFE DOW list provided. Do not use the technical section DOW's.	DOLLAR AMOUNT OF SUBCONTRACT	Certified Subcontractor MBE/WBE/ESB Check box <input checked="checked" type="checkbox"/>		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# CCB# Fax#					
Name Address City/St/Zip Phone# CCB# Fax#					
Name Address City/St/Zip Phone# CCB# Fax #					

Name Address City/St/Zip Phone# CCB# Fax #					
---	--	--	--	--	--

Failure to submit this form by 4:00 p.m. on the day the bid is due shall result in the bid being non-responsive and the bid will be rejected.

MULTNOMAH COUNTY
GOOD FAITH EFFORT PROGRAM
M/W/ESB CONTACT / BIDS RECEIVED LOG
(FORM 2)

Bidder Name: _____

Bid Number: _____

Bidders shall record their contacts with MBE/WBE/ESB Subcontractors through use of this log. All columns must be completed. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	GFE Divisions of Work <small>Use list provided for areas of subcontracting. DO NOT USE the Technical Section DOW's.</small>	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY <small>Indicate Y-Yes or N-No</small>			REJECTED BIDS <small>(if bid received & not used)</small>		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used <small>If other, explain in Notes >></small>	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	
									<input type="checkbox"/> Price <input type="checkbox"/> Scope <input type="checkbox"/> Other	

SUBCONTRACTOR PAYMENT AND UTILIZATION REPORT (FORM 3)

(Instructions for completing this report are on the next page. Numbers in each box refer to the paragraph numbers in the Instructions)

1 Bid No.	2 Contract No.	3 Prime Contractor _____	
4 Prime Contract Amount	5 Report Dates (Beginning & Ending)	6 Project Name	
7 Progress Report No. _____ <input type="checkbox"/> Check here if this is your FINAL Monthly Report for this project.			

SECOND TIER PAYMENTS TO SUBCONTRACTORS MUST BE INCLUDED ON THIS REPORT

8 ALL SUBCONTRACTOR NAMES APPEARING ON FORM 1	9 CHECK IF SECOND TIER SUB	10 ORIGINAL SUBCONTRACT AMOUNT (\$)	11 AMENDED SUBCONTRACT AMOUNT (\$)	12 PAYMENT AMOUNTS AND DATES MADE, FOR MONTH (\$)	13 TOTAL RETAINAGE HELD, IF ANY (\$)	14 TOTAL PAYMENTS TO DATE (\$)

SUBCONTRACTORS ADDED AFTER PROJECT AWARD **

15 SUBCONTRACTOR NAME (LIST ANY SUBCONTRACTORS NOT LISTED ABOVE)	16 NATURE OF WORK	17 STATUS MBE, WBE, OR ESB	18 CHECK IF SECOND TIER SUB	19 SUBCONTRACT AMOUNT	20 PAYMENT AMOUNTS AND DATES MADE, FOR MONTH (\$) ***	21 TOTAL RETAINAGE HELD, IF ANY (\$)	22 TOTAL PAYMENTS TO DATE (\$)

** Before replacing, substituting, or adding any subcontractor, Contractor is required to obtain written consent from the Multnomah County CPCA Manager.

IT IS HEREBY CERTIFIED THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY CONTRACTOR IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE.

Authorized Signature of Contractor Representative _____ Date: _____

Submit with request for Progress Payment to Project Manager, _____, 401 N Dixon, Portland OR 97227-1865 **AND** Multnomah County CPCA, 501 SE Hawthorne Blvd., Suite 400, Portland, OR 97214

*** (If any payment made to a subcontractor is less than that requested by the subcontractor, explain here). _____

INSTRUCTIONS FOR COMPLETING THE MONTHLY SUBCONTRACTOR PAYMENT AND UTILIZATION REPORT

1. **BID NUMBER:** Enter Multnomah County Bid Number
2. **CONTRACT NUMBER:** Indicates the contract number for this project, as assigned by the County.
3. **PRIME CONTRACTOR:** Indicate the name of the prime contractor.
4. **PRIME CONTRACT AMOUNT:** Indicate the total dollar amount of the prime contract.
5. **REPORT DATES:** Indicate the beginning and ending date for the calendar month for which the report is submitted.
6. **PROJECT NAME:** Indicate the project name as indicated on the contract documents.
7. **PROGRESS REPORT NUMBER:** Enter report No.1 for the first report submitted and subsequent numbers for reports submitted thereafter. Check box if the report is the Final report for the project.
8. **ALL SUBCONTRACTOR NAMES:** Names of all subcontractors (not suppliers) listed on Form 1.
9. **CHECK IF SECOND TIER SUBCONTRACTOR.**
10. **ORIGINAL SUBCONTRACT AMOUNT:** Indicate the dollar amount for each subcontract at time of award.
11. **AMENDED SUBCONTRACT AMOUNT:** This amount should be the total dollar value (original subcontract amount plus any additions or deletions) of the subcontract.
12. **PAYMENT AMOUNTS AND DATES MADE, FOR MONTH:** Please list any payment amounts for the month, and the dates the payments were made.
13. **TOTAL RETAINAGE HELD, IF ANY:** If the prime is holding retainage, enter the total amount of the retainage held for the reporting period.
14. **TOTAL PAYMENTS, TO DATE:** This amount should be the total dollar amount paid-to-date to the subcontractor.
15. **SUBCONTRACTOR NAME:** Please list any subcontractors not appearing on original sub plan.
16. **NATURE OF WORK:** Briefly describe subcontractors work (i.e. Landscaping, Electrical, Paving, etc.).
17. **STATUS:** Indicate the appropriate M/W/ESB status of each subcontractor listed (i.e. MBE, WBE, ESB). **Note:** Designations should be consistent with how firms were certified by the state at time of contract award. Only one designation may be used for credit and will be applied accordingly. Leave blank for non-certified firms.
18. **CHECK IF SECOND TIER SUBCONTRACTOR.**
19. **SUBCONTRACT AMOUNT:** Indicate the dollar amount of the subcontract.
20. **PAYMENT AMOUNTS AND DATES.** Insert the amounts paid to the subcontractor during the period covered by this report. If any amount paid is less than the amount requested by the contractor, explain the difference in the space at the bottom of the form. Use additional pages if necessary to provide a complete explanation.
21. See #13.
22. See #14.

EXHIBIT C
WORKFORCE TRAINING AND HIRING PROGRAM REQUIREMENTS
Workforce Training & Hiring Program Specifications

Contractor Checklist

**This program applies to prime contracts of \$200,000 or more
and subcontracts of \$100,000 or more.**

The following Workforce Training & Hiring Requirements are a summary of the key contractual obligations of contractors working on Multnomah County funded public works projects, development agreements or Enterprise Zone benefits. It is the contractor's responsibility to read and fully understand this section of the bid specifications and to comply with all provisions of the program, regardless of whether they appear on this checklist. The City administers this program for Multnomah County, Portland Development Commission, Tri-Met, Portland Community College and the Housing Authority of Portland.

CHECKLIST:

1. Prime Contractor:

- **A. Submit Projected Hiring Needs form (Exhibit 2) to Owner within 15 calendar days after bid opening or prior to contract award, whichever occurs first.**
- **B. Ensure compliance by all subcontractors with subcontracts of \$100,000 or more, and provide them with a copy of the Workforce Program section of the specifications.**

2. Subcontractors, at all tiers, with contracts of \$100,000 or more :

- **Submit Projected Hiring Needs form (Exhibit 2) prior to beginning work on the project or within 5 days of signing subcontracts, whichever occurs first.**

3. Prime and all subcontractors with contracts of \$100,000 or more must:

- **A. Throughout the duration of the project:** Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed by the prime and subcontractors of \$100,000 or more are worked by state-registered apprentices.
- **B. Before starting work on this project:** Submit proof of registration as a Training Agent with the Bureau of Labor & Industry, Apprenticeship & Training Division (ATD) in each trade employed. For assistance, contact the City Workforce Program (503) 823-6850 or ATD (503) 731-4072.
- **C. Throughout the duration of the project:** Make all reasonable and necessary efforts to employ a workforce that reflects the diversity of Multnomah County, including recruitment of a diverse workforce through the unions; the apprenticeship programs and other community resources, as described in this section of the specifications.
- **D. Throughout the duration of the project:** Maintain written documentation of all requests for workers from the unions, apprenticeship programs, and community organizations.
- **E. When an apprentice is hired:** Notify the City Workforce Program.
- **F. By the 5th of each month to the Owner's Project Manager and the City Workforce Program, submit Monthly Employment Report (Exhibit 4).**

Please consult the Workforce Training & Hiring Requirements for additional information or call the City Workforce Program at (503) 823-6850 if you have questions.

WORKFORCE TRAINING AND HIRING PROGRAM REQUIREMENTS

I. PURPOSE OF WORKFORCE SPECIFICATIONS

A. General Program Description

The Portland City Council and Multnomah County Commissioners have directed that all Bureaus and Departments maximize apprenticeship and employment opportunities for minorities, women and economically disadvantaged workers in the construction trades. (City Ordinance No. 167374, Feb. 16, 1994 and County Ordinance No. 861, July 11, 1996) Their goals include a) ensuring that the City and County do business with contractors whose workforce reflects the diversity of the workforce found in Multnomah County, and b) that their contracting dollars provide fair and equal opportunities to the jurisdictions' diverse populations.

The City/County Workforce Training & Hiring Program ("Workforce Program") is administered for the City of Portland, Portland Development Commission (PDC), Multnomah County, and Tri-Met, and the Housing Authority of Portland by the City of Portland, Bureau of Purchases. The Workforce Program applies to all prime Contracts of \$200,000 or more and to each subcontractor having a subcontract of \$100,000 or more on the project. The Contractor and all subcontractors are encouraged to fulfill the program requirements even if their contracts are less than these amounts.

Contractors shall make reasonable efforts to ensure that their workforce reflects the diversity of Multnomah County.

One way Contractors can make reasonable efforts to ensure that their workforce is diverse is to recruit, train and employ minorities and women whenever possible. This portion of the contract establishes requirements regarding that recruitment, training and employment.

For purposes of the Workforce Specifications, the following definitions shall apply:

"The contract" shall mean the contract awarded as a result of these bid specifications.

"Contractor" shall mean the bidder to whom a contract is awarded.

The term "minorities" shall include members of either sex who are African-Americans, Hispanic Americans, Asians or Pacific Islanders, Native Americans or Alaskan Native Americans.

"Owner" shall mean the government agency that awarded the contract, or leveraged public involvement in the project through a loan, development agreement or Enterprise Zone program.

"The project" shall include all work performed pursuant to the contract.

B. Organization of Program Requirements

The Workforce Specifications are divided into several parts.

Section II refers to the action that bidders must take in order to be eligible for an award of a contract.

Section III lists the actions that must be taken by the Contractor.

Section IV refers to remedies available to the Owner if a Contractor fails to meet the requirements of the Workforce Specifications.

Section V refers to the Owner's ability to monitor compliance with the Workforce Specification by examination of contractor and subcontractor records.

II. ACTION REQUIRED OF ALL BIDDERS

- A. All Bidders shall thoroughly read this Workforce Program specification and commit to perform all requirements described herein. The Apparent Low Bidder shall submit Exhibit 2, Projected Hiring Needs within fifteen (15) calendar days after bid opening or prior to award of the contract, whichever occurs first. The Exhibit shall provide complete information. The Projected Hiring Needs must demonstrate how the workforce on this project will fulfill all program requirements, including utilization of apprentices.

In the event that the Apparent Low Bid is nonresponsive, the next lowest Bidder considered for contract award shall submit Exhibit 2 within fifteen (15) days after bid opening or within two (2) days of notification by the Owner, whichever occurs last.

For PDC development agreements, Exhibit 2 shall be submitted by the prime Contractor within fifteen (15) calendar days after its selection.

III. ACTIONS NECESSARY TO SATISFY CONTRACT REQUIREMENTS

- A. Make Reasonable Efforts to Have Diverse Workforce

A Contractor must make all necessary and reasonable efforts to have a workforce that reflects the diversity of the City of Portland and Multnomah County and is reasonably consistent with the availability of qualified women and minorities based on Equal Employment Opportunity data supplied by the City and County. This requirement is in addition to any other requirement of this portion of the contract.

The Contractor shall demonstrate that it is an EEO employer with a diverse workforce, or that it is making serious efforts to become one, as follows:

1. The Contractor and each affected subcontractor shall submit a copy of its "A" level EEO certification letter from the City of Portland EEO Program. An "A" level EEO certification demonstrates that the Contractor is not underutilized by

trade, race, and gender in its companywide workforce based on availability data from the 1990 census and the City's EEO statistical summary; or

2. Provide written documentation of its good faith recruitment efforts. If the Contractor is unable to verify that it employs a diverse workforce based on the standards described in the paragraph above, then the Contractor must follow the process for recruiting apprentices and journey workers described in Sections IIIF and IIIG of this specification. This process is considered by the Owner to be the minimum effort to recruit a diverse workforce.

NOTE: A Contractor seeking an "A" level EEO certification may wish to consider utilizing the Recommended Good Faith Recruitment & Retention Practices, attached as Exhibit 1.

3. The failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall not excuse the Contractor's obligations under this section of the specifications.

B. Ensure Compliance By Certain Subcontractors

1. The contractor shall ensure that each subcontractor having a subcontract of \$100,000 or more, at all tiers shall comply with all of the provisions of the workforce specifications. Contractors shall include in their bid all costs associated with this requirement. No change order will be executed in order for the contractor to comply with this section.
2. The Contractor shall provide a copy of this Workforce Program specification to all subcontractors with contracts of \$100,000 or more executed for the project.

C. Register As A Training Agent

The Contractor shall register with the Oregon Bureau of Labor and Industries (BOLI) as a Training Agent and ensure that all subcontractors who have contracts in the amount of \$100,000 or more are registered as Training Agents. However, registration as a Training Agent in a specific trade is not required if there are no training opportunities in that trade on the project, based on the maximum ratio allowed by BOLI.

1. Only training programs approved by and registered with BOLI may be used to fulfill training requirements under the workforce specifications.
2. Training is intended to be primarily on-the-job training in apprenticeable crafts, and does not include classifications such as flag person, timekeeper, office engineer, estimator, bookkeeper, clerk/typist, fire fighter, or secretary. Hours performed in crafts, which are not apprenticeable occupations, such as truck driving, are exempt from the training requirements.
3. Exemptions to the training requirements must be approved by the Owner in writing prior to starting work on the project. Written requests for exemptions related to the training requirements will be considered by the Owner during the

course of the project, only for extreme circumstances, and must also be approved in writing. All requests to exempt all or any portion of the work on a project shall be submitted to the Bureau (14) days before any work on the project begins. Requests for exemptions should be directed to the City Workforce Training & Hiring Program Compliance Specialist for the project.

Requests for exemptions shall be approved by the City Workforce Training & Hiring Program Coordinator.

D. Submit Documentation

The contractor shall submit documentation regarding the following subjects to the Owner. The Owner's failure to object to documentation submitted by the Contractor or subcontractor shall not relieve them of the requirements of this section.

1. Training Agent Status

The Contractor and all required subcontractors must submit proof to the Workforce Program that they are registered Training Agents with BOLI prior to beginning any work on the project.

2. Subcontractor Workforce Information

Exhibit 2, Projected Hiring Needs, must also be submitted for each subcontractor required to register as a Training Agent prior to beginning work on the project or within 5 calendar days after the execution of the applicable subcontract, whichever occurs first. Work by a subcontractor shall not begin prior to submission of such documentation.

3. Contractor and Subcontractor Reports After Work Begins

The Monthly Employment Report (Exhibit 4) must be submitted by the prime Contractor and any subcontractor having a subcontract of \$100,000 or more to the Workforce Program by the 5th day of each month, with a copy to the Owner's project manager. The Contractor shall follow the submittal instructions on the report form. All hours subject to prevailing wage rates on public projects, in addition to supervisors, foremen, and superintendents, shall be reported on Exhibit 4.

4. A copy of certified payroll reports may be requested by the Owner to verify information in the Report. The payroll reports shall be provided within 7 days of the date when the contractor receives the request for the payroll.

E. Use of Apprentices

The Contractor shall:

1. Ensure that a minimum of 20% of labor hours in each apprenticeable trade performed on the project by the prime contractor, and subcontractors with

subcontracts of \$100,000 or more, are worked by state registered apprentices throughout the duration of the project. Contractors and subcontractors shall fulfill the 20% apprenticeship hour's requirement without exceeding the apprentice ratios approved by the applicable apprenticeship program.

2. Pay all apprentices the wages required by any applicable collective bargaining contract or pursuant to state or federal law and regulations.
3. Not use workers previously employed at journey-level or those who have successfully completed a training course leading to journey-level status to satisfy the requirements of these provisions.
4. Notify the Workforce Program when an apprentice is hired for this project.
5. Count apprentice hours as follows:
 - (a) Hours worked on the project by apprentices enrolled in state-approved apprenticeship programs. If the Contractor is unable to fulfill its 20% requirement, then the Contractor may also use methods (b) and (c) below;
 - (b) Hours worked on the project by apprentices who are required to be away from the job site for related training during the course of the project, but only if the apprentice is rehired by the same employer after completion of training; and
 - (c) Hours worked on the project by graduates of state-registered apprenticeship programs, provided that such hours are worked within the 12-month period following the apprentice's completion date.

F. Use Apprenticeship Programs for Referrals

A Contractor that does not have an "A" level EEO certification must follow all of these steps in seeking apprentice referrals:

1. Contact the appropriate apprenticeship program or dispatch center to request apprentices who are enrolled in the apprenticeship program; and
2. Request female or minority apprentices from the union or open shop apprenticeship program if such an action will help meet Equal Employment Opportunity (EEO) certification requirements or remedy historical underutilization in the Contractor's workforce; and
3. Keep a written record of the request for apprentices, including name of contact person at apprenticeship program, phone, fax, date, time, job location, start date, etc.; and
4. Make reasonable and necessary efforts to recruit apprentice applicants from community organizations/recruitment resources, and seek to enroll them into an apprenticeship program, if the apprenticeship program is unable to supply an apprentice (or if no women or minorities are available to meet EEO needs), and if

the program is open for applications or allows direct entry from community resources.

NOTE: Contractors may contact the Workforce Program for assistance regarding the apprentice referral process, or may utilize Exhibit 3, Request For Apprentice form, to document their efforts. A list of community organizations/recruitment resources is also available. Instructions are on the last page of this section of the specifications.

G. Utilize Unions and Community Organizations When Recruiting For Any Positions on this Project

When hiring, requesting, recruiting, or replacing workers for this project, the Contractor that does not have an "A" level EEO certification shall:

1. Make reasonable and necessary efforts to employ a diverse workforce, especially to correct any potential EEO certification problems. Such actions should include requests for minority and female applicants. Contractors are notified that direct hiring of employees (such as "walk-ons") without providing notification of that job opportunity, in accordance with paragraph G.2. below, may not constitute a reasonable effort.
2. Document its employment efforts. Documentation should be sufficient to establish the Contractor's efforts, and should include:
 - a) Requests to union halls for signatory contractors;
 - b) Requests to union or open shop apprenticeship programs;
 - c) **Requests to community resources who assist contractors with recruitment and referral of workers.**

Documentation will be requested by the Owner from Contractors that are not "A" level EEO certified if it appears that the Contractor has not made reasonable and necessary efforts to acquire a diverse workforce. When requested, the Contractor shall provide that documentation to the Workforce Program within 7 calendar days.

IV. CONSEQUENCES OF NONCOMPLIANCE WITH WORKFORCE REQUIREMENTS

The Owner's commitment to this program is reflected, in part, by the cost of administering the program. Failure to meet the requirements of this section of the specifications negates such funding and impairs the Owner's efforts to promote workforce diversity and to provide fair and equal opportunities to the public as a whole as a result of the expenditure of public funds. Therefore, the parties mutually agree that failure to meet the requirements of this section of the specifications, including but not limited to the submission of required documentation, constitutes a material breach of contract.

In the event of a breach of this section of the contract, the Owner may take any or all of the following actions:

A. Withholding Progress Payments

The Owner may withhold all or part of any progress payment or payments until the Contractor has remedied the breach of contract. In the event that progress payments are withheld, the contractor shall not be entitled to interest on said payments.

If a subcontractor(s) is responsible for noncompliance with the Workforce Program requirements, the Owner may choose to withhold only their portion of the progress payment.

B. Retain sums as damages for failure to comply with Workforce Specifications

The parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by the Owner for the Contractor's failure to comply with the Workforce Specifications. The parties further agree that it is difficult, if not impossible, to determine the cost to the Owner when workforce opportunities are not provided.

Therefore, if the Contractor fails to comply with the workforce provisions of this contract, the Contractor agrees to pay the sum of \$250 per day for each day of missed apprenticeship hours or until the breach of contract is remedied. Damages may be assessed for failure to meet the 20% apprenticeship training requirements by the prime and each required subcontractor in each trade employed. Damages will be calculated based on the training hours not provided to the Owner at a rate of \$250 per day. For example, if the Contractor was required to provide 200 hours of carpenter training (20% of 1,000 total carpenter hours), and the Contractor only provided 150 training hours, then the difference (50 hours) is divided by 8 (one day of work) to determine number of days of undelivered training. $(50/8 = 6.25 \times \$250 = \$1,562.5)$.

Damages may also be assessed for failure to fulfill the inclusive hiring process described in sections IIIF and IIIG.

These damages are independent of any liquidated damages that may be assessed due to any delay in the project caused by the Contractor's failure to comply with the Workforce provisions of the contract.

C. Retain sums as liquidated damages for delay

The Contractor agrees that any delay to the specified contract time as a result of the Contractor's failure to comply with the requirements of this section shall subject the Contractor to the amount of liquidated damages specified elsewhere in the contract.

D. Notification of Possible Debarment

By executing this contract, the contractor agrees that it has been notified that failure to comply with the requirements of this portion of the contract may lead to the Contractor's disqualification from bidding on and receiving other Owner contracts.

E. Other Remedies

The remedies that are noted above do not limit any other remedies available to the Owner in the event that the Contractor fails to meet the requirements of the Workforce Specifications.

V. REVIEW OF RECORDS

In the event that the Owner reasonably believes that a violation of the requirements of this section has occurred, the Owner is entitled to review the books and records of the Contractor and any subcontractors employed on the project to whom the requirements of this section are applicable to determine whether such a violation has or has not occurred.

In the event that the Contractor or any subcontractor fails to provide the books and records for inspection and copying when requested, such failure shall constitute a material breach of this contract and permit the imposition of any of the remedies noted in Section IV above, including the withholding of all or part of any progress payment.

ATTACHMENTS:

Exhibit 1: Recommended Recruitment & Retention Practices

Exhibit 2: Projected Hiring Needs

Exhibit 3: Request For Apprentice form

Exhibit 4: Monthly Employment/Training Report

Exhibit 5: Apprenticeship Ratio Data

Community Organizations/Recruitment Resources

A list of community resources that assist with construction recruitment is available upon request by calling the Workforce Program at (503) 823-6850.

The list is also available by calling the City of Portland Purchasing Buyline at (503) 823-6855. Then choose Fax On Demand and order document 20307. This service is available 24 hours daily.

Questions Regarding Apprenticeship:

Bureau of Labor & Industries

Apprenticeship & Training Division

800 N.E. Oregon St. # 32

Portland, OR 97232

(503) 731-4072

Questions Regarding City/County

Workforce Training and Hiring Program

City of Portland/Bureau of Purchases

1120 S.W. Fifth Ave., Room 750

Portland, OR 97204

(503) 823-6850 or (503) 823-6855

Fax: (503) 823-5539.

EXHIBIT 1

RECOMMENDED GOOD FAITH RECRUITMENT & RETENTION PRACTICES

A. Recruitment Efforts

Good faith recruitment efforts are those intense, aggressive, sincere, and result-oriented actions taken by the Contractor designed to accomplish the objectives of the City Workforce Training & Hiring, and Equal Employment Opportunity Programs. These efforts may assist the Contractor in achieving an "A" level EEO certification. Good faith recruitment efforts include, but are not limited to:

1. Work aggressively with Contractor's Joint Apprenticeship Training Committee (JATC) to recruit minorities, women and disadvantaged individuals. Provide evidence of these efforts.
2. Assist the JATC by conducting a workshop with minority and women employees to enlist their assistance as recruiters and request their ideas on how to increase employment of underutilized groups.
3. Support the efforts of the Contractor's JATC by giving all apprentices referred to the Contractor a fair chance to perform successfully, allowing for possible lack of previous experience. Recognize that the Contractor is responsible for providing on-the-job training, and that all apprentices should not be expected to have previous experience.
4. Participate in job fairs, school-to-work, and community events to recruit minorities, women, and disadvantaged individuals into the construction trades.
5. Allow scheduled job site visits by participants in community programs, as safety allows, increasing awareness of job and training opportunities in the construction trades.
6. Keep applications of those not selected for an opening. Contact when opening occurs.

B. Retention Efforts

The Contractor shall endeavor to retain minorities, women, and disadvantaged individuals by implementing steps such as the following:

1. Maintain a harassment-free work place.
2. Ensure that employees are knowledgeable about the company's policies if they need to report a harassment problem.
3. Make reasonable attempts to keep apprentices working and train them in all work processes described in the apprenticeship standards.
4. Review and disseminate, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions.
5. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
6. Take steps to reduce feelings of isolation among minorities and women to curb hostile attitudes and behavior (e.g., have several minorities and women at the job site, provide access to support group system).
7. Provide adequate toilet facilities for women on the job site.
8. Match minority, female, or disadvantaged apprentices who may need support to complete their apprenticeship programs with a journey-level mentor.

EXHIBIT 2**PROJECTED HIRING NEEDS**

This form must be completed thoroughly by the prime and each subcontractor with a subcontract of \$100,000 or more.

Please state how you plan to perform the work on this project, indicating the number of journey workers and apprentices by trade. This workforce plan must demonstrate how your company will fulfill all Workforce Program requirements, including utilization of apprentices. **Complete all columns, with project-specific information.**

BID# _____

PROJECT NAME: _____

Federal ID # _____

☐ Prime Contractor ☐ Subcontractor

Trade	Total # of Journey Workers	# of Apprentices	# of New Positions (indicate Journey or Apprentices)	Anticipated Start Date	Estimated Total Hours (all workers in each trade)

Please list the apprentices who will work on this project. If you need more space, attach an additional sheet of paper. The Workforce Program compliance staff must approve all apprentices on the project.

Name of Apprentice	Trade	Race	Gender	Date of Hire	Staff use only (Initial: Approved Notified, Docs)

If no current apprentices, indicate when and how they will be hired.

Person in your company who does hiring: _____

COMPANY: _____ CCB# _____ PHONE: _____ FAX: _____

Are you a registered Training Agent? ☐ Yes ☐ No

Are you a ☐ Union ☐ Open Shop contractor?

With which JATCs are you registered to train apprentices? _____

Apprentice committee or union contact person who dispatches apprentices to your company:

Name: _____ Phone: _____ Fax: _____

Name: _____ Phone: _____ Fax: _____

PREPARED BY: _____ / _____

DATE: _____

(sign and print)

Prime contractor must complete and submit to Owner within 15 calendar days after bid opening or prior to award of contract, whichever occurs first.

Subcontractors with contracts of \$100,000 or more must submit prior to beginning work on the project or within five (5) days of signing subcontract, whichever occurs first, to Prime Contractor. **Prime Contractor must submit to:**

Workforce Program, Bureau of Purchases, 1120 S.W. Fifth Avenue #750, Portland, OR 97204

Phone (503) 823-6850 or FAX (503) 823-5539

EXHIBIT 3**Request For Apprentice**

The contractor may use this form to document efforts when recruiting apprentices.

FAX To: _____/

(Apprenticeship Committee)

(Contact/ Dispatcher)

Fax Number : _____ Number of Pages _____

Request From:

Company Name _____/

(Registered Training Agent)

(Contact Person)

Phone _____ Fax _____

Date: _____ Time: _____

Apprentice Request:

As a registered Training Agent, I am using this form to request referral of an apprentice for employment with my company in cooperation with the City/County/PDC Workforce Training & Hiring Program. I would like to continue to diversify my workforce. Therefore, please refer ethnic minorities and women for my consideration. If I am unable to receive a referral from my apprenticeship program within a reasonable time, and my apprenticeship program is open for applications or allows direct entry, I may use this form to request a referral to the apprenticeship program from community recruitment resources.

Apprentice referral is needed by this date: _____ Work Starts: _____

Job Site Location: _____ Expected Length of Employment: _____

Project _____

Owner (Multnomah

County) _____

Number of Apprentices: _____

Trade/Occupation: _____

Number of Apprentices: _____

Trade/Occupation: _____

Minimum qualifications (if different from apprenticeship standards): _____

Safety needs: ☐ Hard hat ☐ Gloves ☐ Hard-toed boots Other? _____

Please fax this Request For Apprentice form to your apprenticeship committee.

To document your good faith efforts, copies may also be sent to:

City Workforce Training & Hiring

1120 SW 5th Ave. Rm 750

Portland, OR 97204

Phone: (503) 823-6850

FAX: (503) 823-5539

For Apprenticeship Program Only

Please check the appropriate box and fax to City Workforce Program:

☐ I was able to dispatch an apprentice to the project listed above.

Name of Apprentice: _____ Rae _____ Gender _____

☐ I was unable to dispatch an apprentice to the project listed above because _____

Fax this form with dispatch information to (503) 823-5539. Thank you.

EXHIBIT 4

☐ Prime Contractor ☐ Subcontractor

Federal ID # _____

MONTHLY EMPLOYMENT REPORT

Workforce Training & Hiring Program Project Name: _____

CCB# _____

Bid #: _____

Indicate here if final report _____

The Monthly Employment/Training Report must be completed by the prime contractor and all subcontractors with contracts of \$100,000 or more, and signed by a responsible official of the company. The prime contractor shall submit a report for its workforce on the project. Each subcontractor shall separately submit a report for its workforce on the project. It is the responsibility of the prime contractor to assure that all Monthly Employment Reports are submitted in a timely manner.

The reports are due on the 5th day of the month following each month of employment during the term of the contract.

Either on the form below or on a contractor-provided form approved by the City Workforce Training & Hiring Program, complete all categories for each employee working on the project during the reporting period.

Dates from: _____ to: _____ Company Name: _____ Phone: _____ Fax: _____

NAME (PLEASE PRINT OR TYPE)	ZIP CODE	SOCIAL SECURITY NUMBER	TRADE	LEVEL (Journey, Apprentice, Apprentice Grad) J or A or G	*RACE	SEX M/F	HOURS WORKED this PERIOD

Submit to: City Workforce Program
Bureau of Purchases
1120 SW 5th Ave #750
Portland, OR 97204
FAX: (503) 823-5539

Send copy to: Developer and Owner's Project Manager

* Race includes the following minorities:

AA - African American - having origins in any of the black racial groups of Africa;

H - Hispanic American - person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin;

A - Asian American - having origins in any of the original people of the Far East, Southeast Asia, Indian subcontinent or the Pacific Islands;

NA - Native American - American Indian or Alaskan Native, having origins in any of the original peoples of North America;

C - Caucasian.

Signature: _____ Print Name: _____ Title: _____

NOTE: Apprentice hours spent in the classroom during the course of the project can be submitted as hours worked.

EXHIBIT 5**APPRENTICESHIP RATIO DATA***

The following data may be used to determine the ratio of apprentices on a jobsite in proportion to journey-level workers on the jobsite. The ratios that apply are those listed in the standards of the apprenticeship committee to which the Training Agent (Contractor) is a member. If the applicable trade is not listed, contact the Bureau of Labor and Industries at (503) 731-4072 or your apprenticeship

*Ratios may change pursuant to actions taken by the Oregon State Apprenticeship & Training Council/BOLI. For the purposes of this contract, the ratios approved by BOLI on the date the bid is advertised shall prevail.

<u>TRADE</u>	<u>APPRENTICE TO JOURNEY RATIO*</u>		
	<u>1st Apprentice</u>	<u>2nd Apprentice</u>	<u>Max</u>
Asbestos/Insulation Workers	1/1	1/4	
Brick/Marble/Terrazzo/Tile Finisher	1/1	1/3	
Bricklayer/Masonry	1/1	1/5	
Carpenter (Portland)	1/1	1/1 (1/5 union)	Additional apprentices authorized a 1/5 (union). Open shop and City of Portland industrial 1/1 for first three apprentices; 1/5 after.
Carpet Installers/Floorlayers	1/1	1/3	
Cement Masons	1/2	1/3	
Drywall Applicator (Ext/Int Specialists)	1/3	1/5	
Drywall Finisher (Taper)	1/1	1/3	
Electricians			
Inside	1/1	1/3 union (1/2 open shop)	
Outside	1/6	1/6	
Limited Energy/Limited Residential	1/1	1/1 union (1/2 open shop)	
Construction Lineman	1/1	1/1	
Limited Maintenance	1/1	1/2	
Stationary Engineer	1/1	1/3	
Elevator Contractor	1/1	1/1	1/1 for first two apprentices; 1/2 after
Environmental Control System (HVAC)	1/1	1/1	
Glass Installer (Glazier)	1/1	1/3	
Hod Carrier/Mason Tender	1/1	1/5 union (1/3 open shop)	
Iron Worker	1/1	1/6	
Laborer (Construction)	1/1	1/5 union (1/3 open shop)	
Landscape Laborer/Technician	1/1	1/5 union (1/3 open shop)	
Maintenance Mechanic	1/1	1/3	
Millwright	1/5 union (1/3 open shop)	1/5 union (1/3 open shop)	
Operating Engineer (Heavy)	1/1-4	2/5-9	3/10-19 4/20-24 5/25-29 30 or more 1/for each 5 additional operators
Painting & Sandblasting	1/1	1/3	
Painting (Traffic Control)	1/1	1/4	
Pile Drivers	1/3	1/5	
Pipe Fitters/Steam Fitters	1/1	1/1	1/1 for first two apprentices; 1/3 after

Plasterers	1/1	1/3	
Plumber	1/1	1/1	1/1 for first two apprentices, 1/3 after
Roofer	1/1	1/1	
Scaffold Erector	1/1	1/1	1/1 for first five apprentices, 1/5 after
Sheet Metal Worker	1/1	1/1	1/1 for first two apprentices, 1/3 after
Sheet metal Worker (Residential)	1/1	1/1	
Sign Maker/Erector	1/1	1/1	
Sprinkler Fitter	1/1	1/1	
Structural Fabricator	1/1	1/3	
Terrazzo Worker	1/1	1/3	
Tile/Marble Setter	1/1	1/3	



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 11/01/07
Agenda Item #: R-5
Est. Start Time: 11:15
Date Submitted: 10/24/07

Agenda Title: **Approval of the 2007-2012 Labor Agreement between Multnomah County and Oregon Nurses Association**

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

Requested Meeting Date: November 1, 2007 Amount of Time Needed: 15 Minutes
Department: Department of County Management Division: Labor Relations
Contact(s): Jim Younger
Phone: 503-988-5135 Ext. 28504 I/O Address: 503/4
Presenter(s): Jim Younger County Representative, Lillian Shirley Health Department Director
Rob Nosse and Carol Simmons ONA Representatives

General Information

1. What action are you requesting from the Board?

The Department of County Management recommends approval of a successor labor agreement with Oregon Nurses Association (ONA) covering nurses employed by the County.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The 2005-2007 Agreement expired on June 30, 2007. The parties have negotiated a new contract to run from July 1, 2007 through June 30, 2012. Significant provisions include:

- Term of Agreement: July 1, 2007 to June 30, 2012
- Seniority: Revised Language clarifies bumping process.
- Change of Shift: Changed notice requirement for changing shifts from 4 weeks to 3 weeks.
- Wages: See fiscal section below.

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

The wage agreement for the contract is as follows:

- As of 7/1/07, Nurse Practitioners and Physician Assistants receive a 3% market adjustment (increase) to their pay range.
- As of 7/1/07, employees covered by the agreement receive a 2.7% cost of living (COLA) increase.
- As of 7/1/08, Community Health Nurses receive a 3% market adjustment (increase) to their pay range.
- As of 7/1/08, employees covered by the agreement receive a COLA adjustment of no less than 2% and no more than 5%.
- As of 7/1/09, employees covered by the agreement receive a COLA adjustment of no less than 2% and no more than 5%.
- As of 7/1/10, employees covered by the agreement receive a COLA adjustment of no less than 2% and no more than 5%.
- As of 7/1/11, employees covered by the agreement receive a COLA adjustment of no less than 2% and no more than 5%.
-

Additionally:

- Upon ratification, shift differentials increase from \$1.75 per hour to \$2.00 per hour
- Upon ratification, pay in lieu of benefits increases from \$1.00 to \$1.50 per hour
- As of 1/1/09, medical-dental insurance premiums will be charged to employees at a set percentage of premium costs. (This language is identical to the language in the Local 88 contract.)
- The contract stipulates market adjustments of 3% each year if County pay rates fall below market average by 1.5% or more. The parameters for calculating market averages are specified in the contract.

The estimated increased cost to the County of this contract over the five-year period ranges from \$4.2 million to \$6.5 million, depending on the amount of COLA in each year and excluding upward market adjustments, if any, in FYs 2010, 2011, and 2012.

FY 2008 budgets include an amount to cover the FY 2008 COLA adjustment. The Health Department will need to absorb the additional step for Nurse Practitioners and Physician Assistants, estimated to cost \$108,000 in FY 2008.

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

N/A

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

N/A

Required Signature

Elected Official or
Department/
Agency Director:



Date: 10/24/07

2007-2012



AGREEMENT

between

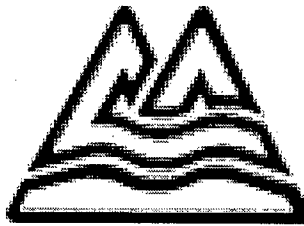
Multnomah County, Oregon

and

Oregon Nurses Association



**2007-2012
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
OREGON NURSES ASSOCIATION**



**LABOR RELATIONS SECTION
501 SE HAWTHORNE BLVD., SUITE 400
PORTLAND, OR 97293-5135
(503) 988-5015
FAX (503) 988-5670**

This document is available in accessible format upon request

TABLE OF CONTENTS

		PAGE
ARTICLE 1.	PREAMBLE	1
ARTICLE 2.	RECOGNITION	2
	1. Unit Definition	2
	2. Probationary Employee	2
	3. On-Call And Temporary Employees	2
ARTICLE 3.	MANAGEMENT RIGHTS	5
ARTICLE 4.	ASSOCIATION SECURITY AND CHECK OFF	6
ARTICLE 5.	NO STRIKE AND NO LOCKOUT	9
ARTICLE 6.	HOLIDAYS	10
	1. Holidays	10
	2. Holiday Pay	11
	3. Holiday Observance	11
	4. Holiday During Leave	12
	5. Holiday Work	12
	6. Personal Holidays	12
ARTICLE 7.	VACATION LEAVE	14
	1. Accrual	14
	2. Part Time	14
	3. Vacation Times	15
	4. Termination Or Death	15
ARTICLE 8.	SICK LEAVE	16
	1. Paid Sick Leave	16
	2. Use and Misuse of Leave for Sick Leave Purposes	17
	3. Fitness for Duty	20
	4. Occupational Exposure	21
	5. Conversion of Sick Leave	21
	6. Other Sick Leave Provisions	21

ARTICLE 9.	OTHER LEAVES	23
	1. Leaves Of Absence	23
	2. Bereavement Leave	23
	3. Jury Duty	23
	4. Voting Time	24
	5. Parental Leave	24
	6. Accrual Of Benefits During Unpaid Leave	24
	7. Military Leave	24
ARTICLE 10.	HEALTH AND WELFARE	25
	1. Medical and Dental Insurance	25
	2. Retiree Medical Insurance	38
	3. Flexible Spending Accounts – Medical Expenses	41
	4. Dependent Care Expenses	41
	5. Life Insurance	42
	6. Disability Insurance	42
	7. Long Term Disability Insurance	42
	8. Drug and Alcohol Policy and Procedure	42
	9. Long Term Care	42
ARTICLE 11.	WORKERS' COMPENSATION AND SUPPLEMENTAL BENEFITS	45
ARTICLE 12.	DEFENSE AND INDEMNIFICATION	47
ARTICLE 13.	SENIORITY, LAYOFF AND FILLING OF VACANCIES	48
	1. Definitions	48
	2. Rules Governing Determination Of Seniority	49
	3. Reassignment, Bumping And Layoff Procedures During A Reduction Or Reorganization Of The Work Force	53
	4. Recall Lists	56
	5. Effect Of Bumping or Recall On Wages And Benefits	57
	6. Special Provisions For School Based Health Operations	58
	7. Filling Of Vacancies	62
ARTICLE 14.	HOURS OF WORK	63
	1. Normal Work Day	63
	2. Work Week	63
	3. Meal And Rest Periods	63
	4. Work Schedules	64
	5. Weekend Provisions In 24-Hour Facilities	64

	6. Uniform Time Charging Provisions	65
ARTICLE 15.	WAGES	67
	1. Wages	67
	2. Shift Differential	69
	3. Work In Higher Classification	70
	4. Overtime	70
	5. Stand-By And Call-Back Pay	72
	6. Reporting Pay	73
	7. Reimbursement For Required Use Of A Personal Automobile	73
	8. Parking	74
	9. Transit Subsidy	74
	10. Pay Upon Promotion	75
	11. Pay Upon Entry	75
	12. Nurse Practitioner Certification	76
	13. Lead Assignments	76
	14. Retirement	76
	15. Corrections Nursing Premium	77
	16. Weekend Differential	77
	17. Overpayments And Payments In Violation Of Contract	77
	18. Longevity Pay	77
	19. Bilingual Pay	78
ARTICLE 16.	PERFORMANCE EVALUATION	79
ARTICLE 17.	PROFESSIONAL STAFF DEVELOPMENT	80
	1. Continuing Education	80
	2. Unpaid Educational Leave	82
	3. Tuition Reimbursement	82
	4. In-Service Classes	83
ARTICLE 18.	EMPLOYMENT STATUS	84
	1. Extension Of Probationary Period	84
	2. Resignations	84
	3. Other Terminations	84
	4. Terminations Interviews	84
ARTICLE 19.	DISCIPLINARY ACTION	85
ARTICLE 20.	SETTLEMENT OF DISPUTES	86

	1. Grievance Procedure	86
	2. Processing Grievances	88
	3. County-Association Meetings	88
ARTICLE 21.	GENERAL PROVISIONS	90
	1. No Discrimination	90
	2. Bulletin Boards	90
	3. Visits by Association Representatives	90
	4. Rules	90
	5. Changes in Existing Conditions	91
	6. Supremacy of Contract	91
	7. Definitions	91
	8. Contract Orientation and Distribution	91
	9. Safety Inspection	91
	10. Professional Nursing Forum	92
	12. Nurse Employment Relations Committee	92
	13. Contract Work	92
	14. Loss of Personal Property	93
	15. Inclement Weather and Natural Disasters Policy	93
ARTICLE 22.	SAVINGS CLASS AND FUNDING	95
	1. Savings Clause	95
	2. Funding	95
ARTICLE 23.	ENTIRE AGREEMENT	96
ARTICLE 24.	TERMINATION	98
	SIGNATURE PAGE	99
ADDENDUM A	SALARY SCHEDULE FOR ONA BARGAINING UNIT	100
ADDENDUM B	DEFINITIONS	101
	1. Continuous service	101
	2. Full-time employee	101
	3. Managerial employee	101
	4. On-call employee	101
	5. Part-time employee	101
	6. Regular employee	101
	7. Probationary employee	102
	8. Temporary employee	102

1 **2007-2012**

2
3 **AGREEMENT**

4
5 **Between**

6
7 **MULTNOMAH COUNTY, OREGON**

8
9 **And**

10
11 **OREGON NURSES ASSOCIATION**

12
13
14 **ARTICLE 1**

15 **PREAMBLE**

16
17 This Agreement is entered into by Multnomah County, Oregon, hereinafter
18 referred to as the County, and the Oregon Nurses Association, hereinafter referred to
19 as the Association. The purpose of this Agreement is to facilitate the achievement of
20 improved health services by setting forth those matters pertaining to rates of pay,
21 hours of work, fringe benefits, and other conditions of employment, consistent with
22 the County's objective of providing services to the people of Multnomah County that
23 are beneficial to the quality of life in this community. The parties are committed to the
24 process of continuous quality improvement and to jointly providing leadership in
25 implementation of efforts aimed at excellent customer service. However, the parties
26 mutually desire to preserve their respective roles in the collective bargaining process,
27 and will continue to bargain collectively those issues that are normally dealt with in
28 that process.

29 The parties agree as follows:

ARTICLE 2
RECOGNITION

1
2
3
4 1. Unit Definition. The County recognizes the Association as the sole and
5 exclusive bargaining agent for the purpose of establishing wages, hours, and other
6 conditions of employment. The bargaining unit shall be defined as including all
7 full-time, part-time, and on-call Licensed Community Practical Nurses, Community
8 Health Nurses, Physician Assistants and Nurse Practitioners whose names appear
9 on the payroll of Multnomah County, specifically excluding:

- 10 A. Supervisory employees,
11 B. Managerial employees,
12 C. Employees regularly scheduled to work less than twenty (20) hours per
13 week, except as provided in Section 3 of this Article.

14 The classifications covered by this Agreement are listed in Addendum A
15 attached hereto and made a part hereof.

16 2. Probationary Employees. Probationary employees shall be entitled to all
17 contractual benefits except as specifically provided otherwise in this Agreement

18 3. On-Call and Temporary Employees.

19 A. Pay upon Entry. An on-call employee shall be credited for past work
20 experience, clinical expertise, or advanced education, and hired at a wage higher
21 than step one (1) in the job classification upon request by the appointing authority
22 with approval of the Department's Human Resources Manager. Successful
23 applicants will at the time of hire be given a copy of the department's policy
24 concerning step placement and a copy of the worksheet used by the hiring manager
25 to determine the applicant's entry step. A copy of the worksheet will be placed in the
26 employee's personnel file.

27 B. Step Increases. On-call employees shall be eligible for a step
28 increase upon completion of 2,088 hours of employment and satisfactory
29 performance evaluation. Step increases shall continue to be granted based on each
30 additional 2,088 hours of satisfactory employment.

1 C. Contractual Benefits. On-call and temporary employees shall be
2 entitled to only the following contractual benefits:

3 1. Payment at the minimum of Step 1 for the classification to which
4 the employee is hired,

5 2. Shift differential (Article 15.2),

6 3. Subject to the limitations of Article 13, section 6, subsection K
7 below, a differential in lieu of benefits in the amount of one dollar and fifty cents
8 (\$1.50) upon ratification of this agreement by the parties.

9 4. Overtime (Article 15.4), except that on-call nurses who work in
10 excess of eight (8) hours on a shift in a facility for which nurses are under the
11 supervision of corrections nursing shall be paid at the overtime rate of one and one-
12 half the regular straight-time rate for such excess hours, but overtime pay shall not be
13 paid twice to such employee for the same hours; and

14 5. Holiday compensation at one and a half (1 1/2) times the normal
15 hourly wage for the following holidays:

16 New Years Day;

17 4th of July;

18 Thanksgiving; and

19 Christmas Day.

20 6. No discrimination (Article 21.2);

21 7. Corrections Premium (Article 15.15);

22 8. Weekend differential (Article 15.16) applicable only when employees
23 are assigned to one of the correctional facilities;

24 9. A reason for no longer being utilized as an on-call nurse when the
25 County stops utilizing any on-call nurse provided that the nurse asks for the reason.

26 10. Settlement of Disputes (Article 20), strictly limited, however, to
27 enforcement of Article 2., Section 3.A. (1 – 9), of this Agreement.

28 Use of the term "employee" elsewhere in this Agreement will specifically
29 exclude on-call and temporary nurses.

30 D. Reporting. The Association may request periodic reporting by the
31 Health Department relating to patterns of use and compensation of temporary,

1 part-time (less than twenty (20) hours per week) and on-call employees. The parties
2 further agree that the County shall make every effort to employ permanent full and
3 part-time employees over on-call and temporary employees, pursuant to Article
4 13.7.B.

ARTICLE 3
MANAGEMENT RIGHTS

The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the department, determining the levels of service and methods of operation including the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, to determine staffing, work schedules, to establish standards for work performance expectations, and assign work and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement or general law, are not subject to the grievance procedure.

ARTICLE 4

ASSOCIATION SECURITY AND CHECK OFF

1. All employees covered by this Agreement who are Association members on its signing date shall either maintain membership in the Association or at the employee's option pay a "fair share" service fee in lieu of dues. All Registered Nurse employees covered by this Agreement who are not Association members on its signing date and new employees hired after that date shall either become members and maintain membership in the Association or at the employee's option pay a "fair share" service fee in lieu of dues. All Licensed Practical Nurse employees covered by this Agreement shall have thirty (30) days from the date of the signing of this Agreement or date of hire, whichever is later, in which to contribute a "fair share" service fee to the Association.

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

A. The Association membership dues of those Association members who individually request such deductions in writing; or

B. A monthly "fair share" service fee, in lieu of dues from any employee who is a member of the bargaining unit and who chooses not to become a member of the Association after thirty (30) days from the signing date of this Agreement or after thirty (30) days of having become an employee, whichever is later.

3. The amount of monthly "fair share" service fee shall be:

A. For Registered Nurses an amount as established by the Association, and permitted by law.

B. For Licensed Practical Nurses an amount established by the Association, and permitted by law.

The Association expressly agrees that no funds derived from the "fair share" service fee, in lieu of dues, shall be expended for political purposes of the Association.

4. The amounts to be deducted shall be certified by the Association to the County, and the aggregate deductions of all employees shall be remitted, together

1 with an itemized statement to the Association by the first day of the succeeding
2 month after such deductions are made.

3 5. The Association expressly agrees that it will safeguard the rights of
4 non-Association employees, based upon bona fide religious tenants or teachings of a
5 church or religious body of which such employee is a member and as to any such
6 employee such sums paid by such employee equivalent to regular Association dues
7 and the "fair share" service fee in lieu of dues, shall be paid to a non-religious charity
8 mutually agreed upon by the employee making such payment and the Association.
9 Payment may be made either through payroll deduction to the Association for
10 distribution to the charity or, the employee may request that such in lieu of dues "fair
11 share" service fee not be deducted and shall make such payment directly to a charity
12 as heretofore stated and shall furnish written proof to the Association and the County,
13 when requested, that this has been done.

14 6. Within thirty (30) days after the execution of this Agreement and monthly
15 thereafter for the term of this Agreement, the County shall provide the Association
16 electronically with a master listing of all Bargaining Unit Employees who are subject
17 to the provisions of this Agreement. Such listing shall contain the names of the
18 employees, along with their job classifications, work locations for full-time and part-
19 time employees, home addresses, home phone number, social security numbers,
20 and dates of employment. Each month subsequent to the establishment of the
21 master list, the County shall forward to the Association electronically the names, job
22 classifications, work locations for full-time and part-time employees, home addresses,
23 dates of employment, and social security numbers of all new employees covered by
24 this Agreement and of all employees who terminated from the bargaining unit during
25 the month. The Association shall advise the Manager of the County's Central Human
26 Resources Division of the address to which the listings are to be sent. Whenever an
27 employee has not joined the Association within thirty days after employment as
28 described in Section 2, Subsection (B) above, the Association shall give written
29 notice to the County's Central Payroll Office and shall deliver a copy to the affected
30 employee. Deduction of the service fee pursuant to Section 2, Subsection (B) above
31 shall be made on the first payday of each month, but no deduction shall be made in

1 the absence of correct notification from the Association as provided under this
2 section. Deduction of Association dues authorized by the employee under Section 2,
3 Subsection (A) above shall be made on the first payday of each month.

4 7. Contract Negotiations

5 A. The Union's Negotiating Team shall consist of not more than ten (10)
6 members, nine (9) of whom may be employees. Six (6) County employees
7 participating in such negotiations will be allowed to do so without loss of pay.

8 B. Observers and/or working staff sponsored by the Union or County may be
9 in attendance with the negotiating teams. Such attendance for the Union by a
10 bargaining unit employee shall be on the employee's own time, unless otherwise
11 mutually agreed.

12 C. Resource people may be called upon to make statements and answer
13 questions at the negotiating meetings, but will not be permitted to be present after
14 their statement and any questions are concluded. Such attendance for the Union by
15 a bargaining unit employee shall be on the employee's own time unless otherwise
16 mutually agreed.

17 D. Prior to negotiations, representatives of the County's and Union's
18 negotiating teams will jointly establish other necessary general negotiating ground
19 rules.

ARTICLE 5

NO STRIKE AND NO LOCKOUT

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or place where County functions are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Association will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. Any employee engaging in any activity in violation of this Article may be subject to disciplinary action or discharge. In the event that an ONA bargaining unit that does business with Multnomah County goes out on strike, the parties will meet and confer on ways to get County business done without having ONA represented County nurses having to cross the picket line.

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

ARTICLE 6

HOLIDAYS

1. Holidays.

A. Recognized and Observed Holidays. The following days shall be recognized and observed as paid holidays, or any day declared by the Governor or the President of the United States for all employees in the public and private sectors:

- New Year's Day (January 1st)
- Dr. Rev. Martin Luther King, Jr.'s Birthday (3rd Monday in January)
- Presidents Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans' Day (November 11th)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th), or with approval of the supervisor, this day may be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for, or works on December 25. The provisions governing use of personal holidays in Section 6.B will apply.
- Four (4) hours of flexible holiday time to be used between Thanksgiving and New Year's Day, or for any religious holiday during the fiscal year, provided the employee gives two (2) weeks notice and has the consent of his/her supervisor. If the supervisor determines that holiday usage/requested is impractical, the employee will be credited with four (4) hours of personal holiday time, per Section 6 below.

Personal Holiday. Employees covered by this Agreement shall be eligible after six (6) months of employment for a Personal Holiday (one (1) day) subject to the same terms and limitations of a personal holiday under Section 6 below.

1 B. Part-time employees shall be entitled to leave on observed holidays,
2 provided, however, that the amount of the leave shall not exceed the fraction of a
3 full-time position which is normally worked by the employee, e.g., a half-time
4 employee shall have no more than four (4) hours of holiday leave. If the length of the
5 employee's shift on the observed holiday would exceed the fraction of a shift to which
6 the employee is entitled, and the County operation to which the employee is
7 assigned is closed for business on that date, the difference between the holiday
8 leave granted and the length of the normal shift shall be charged against accrued
9 and available vacation leave or leave without pay at the employee's option.

10 2. Holiday Pay. Full-time employees shall receive one (1) day's pay for each of
11 the holidays listed above on which they perform no work. Part-time employees shall
12 receive such pay only if eligible under Section 1.B. To be eligible for holiday pay,
13 employees must be in pay status both on the day before and on the day after the
14 observed holiday; except that Nurses assigned to school-based health clinics who
15 are on unpaid leaves of absence during clinic closure for the Christmas holiday
16 season, will still receive holiday pay for the Christmas and New Year holidays, and
17 the four-hour holiday on either Christmas Eve or New Year's Eve.

18 3. Holiday Observance.

19 A. Five Day Work Week:

20 1. If the holiday falls on an employee's first scheduled day off, the
21 preceding work day will be observed as that employee's holiday.

22 2. If the holiday falls on an employee's second scheduled day off,
23 the following day will be observed as that employee's holiday.

24 B. Four Day Work Week:

25 1. If a holiday falls on an employee's first or second scheduled day
26 off, the preceding work day will be observed as that employee's holiday.

27 2. If a holiday falls on an employee's third scheduled day off, the
28 following workday will be observed as that employee's holiday.

29 3. If a holiday falls on the employee's first, second or third day off,
30 the employee and immediate supervisor can mutually agree upon the day that will be

observed as that employee's holiday. If there is no mutual agreement then Section 3.b.1 or 3.b.2 of this Article shall be applicable.

C. Irregular Scheduling: If the employee is not scheduled for a four or five day week, holiday observance shall be at the discretion of the supervisor after consulting with the employee.

D. Twenty-four-hour Operations. In twenty-four (24) hour operations, nine (9) specific holiday dates cited in Section 1.A. holidays shall be observed on the dates listed and employees shall be paid for the holiday day for which the majority of hours are worked. If an employee is scheduled off duty on a "specific holiday", she or he shall have the option of either taking the day off with pay or to take the day off without pay and schedule another day off with pay within 90 days following the holiday. Such alternate day off shall be by mutual agreement between the employee and the County.

4. Holiday during Leave. If a full-time employee or a part-time employee eligible under Section 1.B. is on authorized leave with pay when a holiday occurs, such holiday shall not be charged against such leave.

5. Holiday Work. If a part-time or full-time employee works on any of the holidays listed above, the employee shall in addition to his or her holiday pay be paid for all hours worked at the rate of time and one-half (1-1/2) his or her regular rate of pay, or may elect, in lieu of holiday pay to receive another day off with pay on a date mutually agreeable between the employer and the employee. Holidays accumulated in this manner must be utilized by June 30 of each year, except Memorial Day Holiday, which can be carried over to the following fiscal year. Those holidays not utilized will be paid to the employee at the employee's base rate.

6. Personal Holidays

A. Accrual

Personal holidays may be accrued in lieu of:

1. Four hours of flexible holiday time as provided in Section 1.A above;
2. The Personal holiday provided in Section 1.A above;
3. A holiday which an employee takes as a regular unpaid day off as provided in Section 3.D, "Twenty-four-hour Operations" above;

ARTICLE 6, HOLIDAYS

1 4. A holiday on which an employee works as provided in Section 5,
2 "Holiday Work," above.

3 B. Other Applications

4 The provisions of Section 6.C below on the use of personal holidays will also apply
5 to:

6 1. A religious holiday taken in lieu of Christmas as provided in Section 1.A
7 above;

8 2. Sick leave converted to paid days off as provided in Article 8, Section 7.

9 C. Use of Personal Holidays

10 A personal holiday shall be a day off available at the discretion of the
11 employee with the consent of the employer. Personal Holiday time will be charged in
12 accordance with the uniform time charging provisions of Article 14.6.

13 No compensation shall be paid for personal holidays not taken. All personal
14 holidays must be used by the end of each fiscal year (June 30).

ARTICLE 7
VACATION LEAVE

1. Accrual. Each full-time employee is entitled to and shall earn annual vacation leave credit from the first full calendar month of employment. However, employees are not entitled to any leave with pay until they have been employed for a period of six (6) calendar months (1,044 hours). Employees will not accrue vacation leave during a leave of absence without pay. Vacation credits shall be earned in accordance with the following schedule (years and days cited are for general guidance only):

A. Less than Five Years - Twelve (12) Days Per Year Less than 10,440 straight time hours of continuous service, 0.0462 hours per straight time hour worked, or on paid leave cumulative to two hundred twenty-four (224) hours. After six (6) months of service, an employee shall be entitled to six (6) days (i.e., forty eight (48) hours) vacation.

B. Five Years but less than Ten Years - Seventeen (17) Days Per Year 10,440 straight time hours, but less than 20,880 straight time hours of continuous service, 0.0654 hours per straight time hour worked, or on paid leave cumulative to two hundred seventy-two (272) hours.

C. Ten Years but less than Fifteen Years - Twenty-Two (22) Days Per Year 20,880 straight time hours, but less than 31,320 straight time hours of continuous service, 0.0846 hours per straight time hour worked, or on paid leave cumulative to three hundred fifty-two (352) hours.

D. Fifteen Years or More - Twenty-Seven (27) Days Per Year 31,320 or more straight time hours of continuous service, 0.1038 hours per straight time hour worked, or on paid leave cumulative to four hundred thirty-two (432) hours.

2. Part-time. Part-time regular employees shall accrue in accordance with the schedule stated in Section 1, provided that seniority for accrual purposes shall be based strictly on straight time hours worked, or on paid leave in County service and not years of service. For example, based on FY 98-99 accrual rates, an employee working twenty (20) hours per week for twenty (20) years would have 20,880 hours of

1 service and thus be eligible to accrue at 0.0846 hours per straight time hour worked,
2 or on paid leave. After six (6) months, vacation credits shall be used in accordance
3 with the uniform time charging provisions of Article 14.

4 3. Vacation Times. Employees shall be permitted to choose either a split or
5 entire vacation. Vacation times shall be scheduled by the County, based primarily on
6 the needs of efficient operations and the availability of vacation relief. Employees
7 shall have the right to determine vacation times, but in any case vacation times shall
8 be selected on the basis of seniority; however, each employee will be permitted to
9 exercise his or her right of seniority only once during the life of this Agreement.

10 Once an employee's vacation request has been granted, it shall not be
11 cancelled except in emergency situations, unless agreed to by the employee and the
12 County. Emergency is defined as an unexpected situation or sudden occurrence of a
13 serious and urgent nature that demands immediate action.

14 4. Termination or Death. After six (6) months of service, upon the termination of
15 an employee for any reason, or in the event of the death of an employee, all
16 accumulated vacation shall be paid either to the employee or the employee's heirs,
17 whichever the case may be.

ARTICLE 8
SICK LEAVE

I. **Paid Sick Leave**

A. **Definition and Allowable Use**

Sick leave is a leave of absence with pay which may be used when the employee is directly affected by any of the health conditions listed below, or when specified others are affected by the conditions listed, and require the employee's care.

1. **Specified others**

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

2. **Covered health conditions**

- a. Any condition covered by FMLA or OFLA; or
- b. Any other illness, injury, or quarantine based on exposure to contagious disease; or
- c. Medical and dental appointments

3. **Parental leave**

Sick leave may be used by employees during Parental Leave as defined by FMLA and/or OFLA, except that the amount of leave taken by the other parent of the employee's child will not affect the amount of Parental Leave available to the employee.

4. **Occupationally related conditions**

Use of sick leave for occupationally related conditions is limited

to the provisions of Article 11, Workers Compensation.

B. Accrual

Employees shall accrue sick leave at the rate of .0461 hours for each straight time hour worked or on paid leave. Sick leave may be accrued on an unlimited basis.

C. Use of Sick Leave During Leave

Sick leave may not be used during the term of any unpaid leave of absence. Sick leave may not be used during vacation except when the employee notifies the supervisor of the interruption of his or her scheduled vacation and presents reasonable evidence of a bona fide illness or injury upon returning to work.

2. Use and Misuse of Leave for Sick Leave Purposes

A. Counting Against FMLA, OFLA Entitlements

Sick leave and any other forms of paid or unpaid leave used for FMLA and/or OFLA qualifying conditions, or absence due to a deferred or approved Workers Compensation claim based on such conditions, will be counted against an employee's annual FMLA and/or OFLA leave entitlements.

B. Legitimate Use

1. Verification of use

a. Pursuant to Multnomah County policy, Management must require the completion of a certification form by the employee's health care provider and any other verifications required for under the provisions of the FMLA, OFLA, or their successors.

b. Management may require medical verification of absence due to non-FMLA and non-OFLA covered illness or injury under the following conditions:

- i. the employee has been absent for more than three days; or
- ii. the employee has exhausted all sick leave; or
- iii. the employee has had five or more events with less than 24 hours notice in a six month period; or

iv. management reasonably believes that the absence may not be bona fide.

2. Discipline

Subject to the limitations of law, including but not limited to those of the FMLA, discipline may be imposed under the following conditions:

a. Abuse of sick leave

Misuse of leave, violation of orders, directives, or contractual requirements concerning the use of sick leave and other forms of leave used in lieu of sick leave are cause for disciplinary action.

b. Use of accrued sick leave

i. Use of accrued sick leave, without abuse of such leave, will not be cause for discipline.

ii. When the intermittent use of accrued sick leave or other paid or unpaid leave used in lieu of sick leave interferes significantly with an employee's ability to perform the duties of his or her job, management may do the following (subject to the requirements of law, including, but not limited to, the FMLA):

(a) require the employee to take continuous leave; or

(b) change the employee's work assignment for six months or until use of intermittent leave ends, whichever comes sooner.

c. Excessive absenteeism

The parties recognize that every employee has a duty to be reliably present at work, and that failure to confine sick leave usage to accrued and available sick leave raises the possibility of discipline for excessive absenteeism. Such cases, however, are subject to just cause review and require systematic examination of relevant factors, including but not limited to:

i. Any legal requirements, including, but not limited to those of the FMLA or the ADA.

ii. The tenure and work history of the employee, specifically to include whether there have been previous instances of this pattern of absenteeism.

1 iii. Whether there is a likelihood of improvement
2 within a reasonable period of time based on credible medical evidence.

3 iv. The particular attendance requirements of the
4 employee's job.

5 v. The pattern of use, and whether the absences are
6 clearly for bona fide sick leave purposes.

7 C. Sequencing of Leaves

8 The use of vacation leave, saved holiday time, compensatory time, and
9 leave without pay is subject to approval by management according to the
10 requirements of Articles 6, 7, 9, and 15, respectively. However, unless otherwise
11 required by law, forms of leave shall be used and exhausted in the following
12 sequences:

13 1. Leave for illness or injury, that does not qualify for FMLA will be
14 taken in the following order:

- 15 a. Sick leave until it is exhausted;
16 b. Vacation leave, saved holiday time, or compensatory
17 time, sequenced at the employee's option, until they are exhausted;
18 c. Leave without pay.

19 2. Leave that qualifies under FMLA will be taken in the following
20 order:

- 21 a. Paid leave, excluding compensatory time, until it is
22 exhausted; employees will determine what order paid leave is used;

23 3. Leave for other purposes will be taken in the following order:

- 24 a. Vacation leave, saved holiday time, or compensatory
25 time, sequenced at the employee's option (to the extent allowed by vacation sign-up
26 provisions) until they are exhausted;

- 27 b. Leave without pay

28 D. Limitations on the Use of Leave Without Pay in Lieu of Sick Leave

29 Use of leave without pay in lieu of sick leave for non-FMLA and non-
30 OFLA qualifying conditions is subject to the approval of management and further
31 subject to the following provisions:

1 1. Continuous leave

2 In the event of a continuous leave of absence without pay in
3 excess of any legal requirement of the FMLA or OFLA, the County may require from
4 the employee's physician, and/or arrange for the employee to see a physician
5 selected by the County to examine the employee and provide a statement of the
6 disability, current condition, and the anticipated length of current absence. If the
7 County requires the employee to see a physician it has selected, it will pay the costs.
8 If deemed necessary by the County, such an examination shall be repeated every
9 thirty days. If management determines that continued leave would not be in the best
10 interest of the County, then any resulting termination would be subject to review
11 under the just cause standard as to the reasonableness of this determination.
12 Following six months of leave without pay, to include time spent on unpaid FMLA
13 and/or OFLA leave, any extension of the leave shall be deemed permissive on the
14 part of the County and if the employee's leave is not extended, and the employee
15 does not return to work, the employee will be deemed to have resigned.

16 2. Intermittent leave

17 Intermittent leave without pay used in lieu of sick leave is not
18 subject to the six month entitlement provided for above. When such leave
19 significantly affects an employee's job performance and is not subject to the
20 requirements of law (including but not limited to the FMLA), management may
21 evaluate the employee's use of leave according to the criteria of "Section B.2.c"
22 above. Medical information as provided for in "Section D.1" above may be required
23 for the evaluation. After completing the evaluation management may do one of the
24 following:

25 a. Approve a similar pattern of intermittent use of unpaid
26 leave for a specified period followed by another evaluation; or

27 b. Put the employee on a work plan to manage the use of
28 leave without pay, followed by disciplinary action if the plan is not successfully
29 completed; or

30 c. Proceed with the disciplinary process.

31 3. Fitness for Duty

1 The parties recognize that employees have the responsibility to report to work
2 fit for duty. To ensure such fitness, management may send employees for medical or
3 psychological examination when the supervisor reasonably believes that the
4 employee is not fit for duty or may be a danger to themselves or others. Any such
5 examinations will be at County expense.

6
7 4. Occupational Exposure. Due to the occupational exposure to communicable
8 disease, new employees shall be allowed to use up to five (5) days of their first year's
9 sick leave immediately upon employment. If the employee terminates prior to
10 accruing adequate sick leave to cover that used, the County shall deduct from the
11 final settlement check one (1) hour's gross pay for each hour of sick leave used
12 beyond that earned.

13 5. Conversion of Sick Leave. Based upon accrual as of July 1 each fiscal year,
14 employees shall be allowed to convert sick leave in accordance with the following
15 schedule:

16 A. After one year's service, an employee may convert two (2) days
17 accrued sick leave to two (2) additional personal holidays each fiscal year.

18 B. When an employee has accrued three hundred sixty (360) hours sick
19 leave, he or she may convert three (3) days accrued sick leave to three (3) additional
20 personal holidays each fiscal year.

21 C. When an employee has accrued seven hundred twenty (720) hours sick
22 leave, he or she may convert four (4) days accrued sick leave to four (4) additional
23 personal holidays each fiscal year.

24 D. When an employee has accrued one thousand (1000) hours sick leave,
25 he or she may convert five (5) days accrued sick leave to five (5) additional personal
26 holidays each fiscal year.

27 E. When an employee has accrued one thousand two hundred eighty
28 (1280) hours sick leave, he or she may convert six (6) days accrued sick leave to six
29 (6) additional personal holidays each fiscal year.

30 6. Other Sick Leave Provisions.

- 1 Sick leave shall be charged in one quarter hour increments in accordance with
- 2 the uniform time charging provisions of Article 14.6.

ARTICLE 9
OTHER LEAVES

1
2
3
4 1. Leaves of Absence. Consistent with the needs of the County and unless
5 otherwise stated, leaves of absence without pay may be granted for a limited period
6 of time for any reasonable purpose not to exceed six months, and such leaves may
7 be renewed or extended for any reasonable period of up to one (1) year.

8 Any employee who has been granted a leave of absence and who for any
9 reason other than through no fault of the employee fails to return to work within five
10 (5) days after the expiration of said leave of absence shall be considered as having
11 voluntarily resigned his or her position with the County, and the employee's position
12 shall thereupon be declared vacated, except and unless the employee prior to the
13 expiration of the leave of absence has made application for and has been granted an
14 extension of said leave.

15 2. Bereavement Leave. An employee shall be granted not more than three (3)
16 work days' leave of absence with full pay in event of death in the immediate family of
17 the employee to make household adjustments or to attend funeral services. If such
18 funeral is beyond 350 miles, the employee may be granted up to three (3) additional
19 days with pay at the discretion of the employee's supervisor for travel and personal
20 considerations. For purposes of Bereavement Leave, an employee's immediate
21 family shall be defined as spouse, domestic partner, parents, children, brother, sister,
22 grandchildren, grandparents, grandparents of his or her domestic partner or spouse,
23 father-in-law, mother-in-law, sister-in-law or brother-in-law. In relationships other
24 than those set forth above, under exceptional circumstances, such leave of absence
25 may be granted by the County Chair or the Chair's designee(s), upon request.

26 3. Jury Duty. Employees shall be granted leave with full pay in lieu of jury fees
27 any time they are required to report for jury duty. If an employee is excused or
28 dismissed prior to the end of the workday, the employee shall report back to work if
29 practicable. Procedures for reporting back to work shall be as specified by the
30 department.

1 4. Voting Time. Employees shall be granted two (2) hours to vote on any
2 election day if due to shift scheduling they would not be able to vote. Voting time will
3 not be granted in a vote by mail election.

4 5. Parental Leave. Maternity and adoption leave without pay shall be granted at
5 the request of the employee; PROVIDED, that the combination of such unpaid leave
6 and paid parental leave provided under Article 8, section 5 of this Agreement shall
7 not exceed a total of six (6) months leave. Such unpaid leave may be extended or
8 renewed for a period not to exceed six (6) months.

9 6. Accrual of Benefits During Unpaid Leave. An employee will not accrue
10 benefits during the period of unpaid leave of absence.

11 7. Military Service.

12 A. Any employee who is a member of the National Guard or the Military or
13 Reserve Forces of the United States and who is ordered by the appropriate
14 authorities to attend a prescribed training program or to perform other duties under
15 the supervision of the United States or this state shall, upon request accompanied by
16 a copy of the order, be granted a leave of absence with pay up to fifteen (15)
17 calendar days or eleven (11) work days per calendar year.

18 B. Employees shall be allowed to attend required military service or
19 training sessions which fall on their regular working day(s) in lieu of their scheduled
20 shift, provided that they agree to and do work on a scheduled day off in
21 compensation.

ARTICLE 10
HEALTH AND WELFARE

I. Medical and Dental Insurance

A. Contribution Toward Insurance Premiums

1. Full-time employees

a. Full-Time Employee - Definition

Employees who are regularly scheduled to work at least 32 hours per week or regularly scheduled to work at least 30 hours per week on a 10 hour per day schedule.

b. Medical/Vision/Prescription Insurance

Effective July 1, 2007 each eligible full-time active enrolled employee's monthly contribution for the purchase of medical/vision/prescription benefit plan coverage will be as follows:

Plan		Total Premium	Full-Time Employee Monthly Contribution Rate
ODS Plus PPO Plan			
	Single	\$499.68	\$49.98
	Two-Party	\$999.38	\$99.94
	Family	\$1,425.14	\$142.50
ODS Preferred PPO Plan			
	Single	\$439.18	\$13.18
	Two-Party	\$878.36	\$26.36
	Family	\$1,252.58	\$37.58
ODS Major Medical Plan - Full-Time employee receives \$50 monthly rebate			
	Single	\$225.06	\$0.00

	Two-Party	\$448.68	\$0.00	
	Family	\$639.14	\$0.00	
Kaiser HMO Plan				
	Single	\$430.64	\$8.60	
	Two-Party	\$861.28	\$17.24	
	Family	\$1,227.32	\$24.54	

1
2 The County and Association agree to shift the Health plan year
3 from the current fiscal year basis of July – June to a calendar year basis as of
4 January 1, 2009. Although the above listed Total Premiums may change on July 1,
5 2008, the County agrees to maintain the listed Employee Monthly Contribution Rates
6 through December 31, 2008.

7 Effective January 1, 2009 each eligible full-time active enrolled
8 employee's monthly contribution for medical/vision/prescription coverage will be
9 calculated as a percentage of the total monthly premium for each
10 medical/vision/prescription benefit plan is as follows:

Health Plan	County Contribution	Full-Time Employee Contribution
ODS Plus Plan	90%	10%
ODS Preferred Plan	95%	5%
ODS Major Medical Plan	100%	0%
Kaiser Medical Plan	95%	5%

12
13 c. Dental Insurance

14 Effective July 1, 2007 each eligible full-time active
15 enrolled employee's monthly contribution for the purchase of dental benefit plan
16 coverage will be as follows:

1

Plan		Total Premium	Full-Time Employee Monthly Contribution Rate
ODS Dental Plan			
	Single	\$46.92	\$4.68
	Two-Party	\$93.86	\$8.46
	Family	\$133.72	\$12.04
Kaiser Dental Plan			
	Single	\$71.66	\$8.04
	Two-Party	\$143.30	\$16.08
	Family	\$204.20	\$23.80

2

3

4

5

6

7

8

9

10

11

12

13

The County and Association agree to shift the Health plan year from the current fiscal year basis of July – June to a calendar year basis as of January 1, 2009. Although the above listed Total Premiums may change on July 1, 2008, the County agrees to maintain the listed Employee Monthly Contribution Rates through December 31, 2008.

Effective January 1, 2009 each eligible full-time active enrolled employee's monthly contribution for dental coverage will be calculated as a percentage of the total monthly premium for each dental benefit plan is as follows:

Dental Plan	County Contribution	Full-Time Employee Contribution
ODS Dental Plan	95%	5%
Kaiser Dental Plan	95%	5%

14

2. Part-time employees

a. Part-Time Employee - Definition

Employees who are regularly scheduled to work 20 to 31.99 hours per week.

b. Medical/Vision/Prescription Insurance

Effective July 1, 2007 each eligible part-time active enrolled employee's monthly contribution for the purchase of a medical/vision/prescription benefit plan is as follows:

Plan		Total Premium	Part-Time Employee Monthly Contribution Rate	
ODS Plus PPO Plan				
	Single	\$499.68	\$274.62	
	Two-Party	\$999.38	\$550.70	
	Family	\$1,425.14	\$786.00	
ODS Preferred PPO Plan				
	Single	\$439.18	\$164.12	
	Two-Party	\$878.36	\$379.68	
	Family	\$1,252.58	\$563.44	
ODS Major Medical Plan				
	Single	\$225.06	\$0.00	
	Two-Party	\$448.68	\$0.00	
	Family	\$639.14	\$0.00	
Kaiser HMO Plan				
	Single	\$430.64	\$155.58	
	Two-Party	\$861.28	\$362.60	
	Family	\$1,227.32	\$538.18	

Kaiser Maintenance Medical Plan				
	Single	\$323.04	\$0.00	
	Two-Party	\$646.06	\$25.84	
	Family	\$920.64	\$64.44	

The County will provide the ODS Major Medical Plan at no cost to part-time employees. Part-time employees may elect to purchase one of the other medical/vision/prescription plans available through the County and part-time employee will pay the difference in cost between the County's allowance for the Major Medical Plan and the cost of the selected plan based on coverage level (single, two-party, or family). The County will provide an additional \$50 monthly premium subsidy to part-time employees who enroll in either the Kaiser HMO Plan or the ODS Preferred PPO Plan, regardless of tier.

The County and Association agree to shift the Health plan year from its current fiscal year basis of July – June to a calendar year basis as of January 1, 2009. Although the above listed Total Premiums may change on July 1, 2008, the County agrees to maintain the listed Employee Monthly Contribution Rates through December 31, 2008.

Effective January 1, 2009 the County will provide the ODS Major Medical Plan at no cost to part-time employees. The part-time employee's monthly contribution rate for the Kaiser Maintenance Plan will equal ten percent 10% of the total monthly premium for the Kaiser Maintenance Plan. Otherwise, part-time employees may elect to purchase one of the other medical/vision/prescription plans available through the County and part-time employee will pay the difference in cost between the County's allowance for the Major Medical Plan and the cost of the selected plan based on coverage level (single, two-party, or family). The County will provide an additional \$50 monthly premium subsidy to part-time employees who enroll in either the Kaiser HMO Plan or the ODS Preferred PPO Plan, regardless of tier.

c. Dental Insurance

1 Part-time employees may receive dental benefits upon
2 payment of fifty percent (50%) of the total monthly dental plan premium.
3

4 B. Health Care Cost During the Term of Agreement. Association and the
5 County recognize the increase cost in health care to be a major concern. In an effort
6 to collaborate together over quality health plans, design changes and increasing
7 costs, the County agrees to notify the Association any time there is a proposed
8 change in plan cost, change in plan designs by any other bargaining unit or any
9 optional changes proposed by carriers that would impact plan design cost or plan
10 designs. The County agrees to meet with the Association when ever the Association
11 requests to meet regarding proposed changes in plan cost, changes in plan designs
12 by other bargaining units or changes offered by carriers that would impact plan
13 designs. Changes in plans or plan designs which are mandatory due to carrier
14 changes, and which cannot be resolved by the committee, shall be subject to impact
15 bargaining only. Mandated coverage changes due to Federal or State laws, rules,
16 or regulations shall be presented to the Association but will be implemented by the
17 County as required by law. January 1, 2009 plan changes outlined in Addendum D
18 are hereby agreed upon and not subject to change, unless the parties mutually agree
19 to a modification by way of Memorandum of Agreement.

20 C. Premium Calculations. For Kaiser Plans, the premium charges shall be
21 the amount charged by Kaiser to the County. For the ODS plans, the premium
22 charges shall be calculated, using sound actuarial principles, and include projected
23 claim costs based on plan experience as required by state regulations, IBNR
24 expenses, Oregon Medical Insurance Pool assessments, pharmaceutical claim
25 expenses, stop-loss premiums, third-party benefit plan administration costs, and an
26 appropriate trend factor selected to limit County contributions and employee cost
27 shares while providing adequate funding for plan operations.

28 D. Employee Contribution. Employee contributions will be made through
29 payroll deductions. Enrollment in a County sponsored medical/vision/prescription
30 plan and associated employee contribution is mandatory for employees who do not
31 "Opt Out" of medical/vision/prescription coverage.

1 E. Major Medical Plan Rebates. Full-time employees who elect coverage
2 under the Major Medical Plan will be paid \$50 (gross) per month.

3 G. Opt-Out - Waiver of Benefits.

4 a. Employees may elect to waive participation (Opt Out of coverage) in
5 the County's medical/vision/prescription insurance plans by making that election on
6 their Benefit Enrollment form. Employees making such election must provide proof of
7 other group medical/vision/prescription insurance in order to make the Opt Out
8 election. Employees will not be eligible to change their election until the County's
9 official open enrollment period, unless the employee experiences an IRS recognized
10 family status change event that would allow a mid-year health plan election change.

11 b. Full-Time Employees Who Opt Out.

12 Effective July 1, 2007 employees who Opt Out
13 medical/vision/prescription coverage will receive a reimbursement paid by the County
14 of \$150 (gross) per month.

15 Effective January 1, 2009 employees who waive
16 medical/vision/prescription coverage will receive a reimbursement paid by the County
17 of \$250 (gross) per month.

18 c. Part-Time Employees who waive coverage.

19 Effective July 1, 2007 employees who waive
20 medical/vision/prescription coverage will receive a reimbursement paid by the County
21 of \$75 (gross) per month.

22 Effective January 1, 2009 employees who waive
23 medical/vision/prescription coverage will receive a reimbursement paid by the County
24 of \$125 (gross) per month.

25 H. Successor Plans and Carriers

26 In the event that any of the current insurance plans become
27 unavailable, the County agrees to provide to affected employees a substitute plan for
28 the same service delivery type, if available, at substantially the same or better benefit
29 levels. If a plan or carrier is discontinued and no substitute plan is available of the
30 same service delivery type, the employee will be offered the option to enroll in an
31 alternative service delivery plan.

1 If the County chooses to change from a plan or carrier which is still
2 available, the County agrees that the overall existing level of benefits for each plan
3 will not be reduced.

4 I. Premium Reimbursement for Part-time employees

5 A part-time employees who work a minimum of 128 hours during 2
6 consecutive payroll periods will be reimbursed for the difference between the part-
7 time employee contribution and the full time employee contribution, as if they were
8 entitled to full time benefits during that period for their elected County offered medical
9 and/or dental plans. A part-time employee who has elected the Kaiser Maintenance
10 plan will be reimbursed for the amount of their part-time employee contribution
11 (because this plan does not have a full time equivalent plan). There is no
12 reimbursement available to employees who have elected the Major Medical plan or
13 opt out. Any such premium reimbursements made to the employee will be adjusted
14 for appropriate taxes.

15 "Work" for purposes of this section is defined as regular hours worked,
16 overtime hours worked (counted on a straight time bases for meeting this hourly
17 requirement) and other paid time such as vacation, sick. Shift-swap time coded
18 TX01 is not eligible for consideration.

19 J. Retirees

20 Provisions governing retiree participation in County medical and
21 dental plans are in Section 2 below.

22 K. Default Enrollment

23 1. New full-time employees who fail to submit timely application for
24 enrollment into the medical-dental benefit plans described in Section A will be
25 enrolled by default in the County's Major Medical plan and ODS Dental plan, with
26 employee only coverage. Eligible dependents of such employees may be enrolled in
27 the default plans if the employee submits application requesting dependent
28 enrollment within 15 days of receiving notice of his or her default enrollment.

29 2. New part-time employees who fail to submit a timely application
30 for enrollment into the medical and dental benefits described in Section A above will
31 be enrolled by default in the County's Major Medical plan, with employee only

coverage. Eligible dependents of such employees may be enrolled in the default plan if the employee submits application requesting dependent enrollment within 15 days of receiving notice of his or her default enrollment.

L. Eligible Dependents

1. Spouses and domestic partners

a. Definitions

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

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

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

(b) Has a close personal relationship.

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

(c) Are not legally married to anyone;

(d) Are each eighteen years of age or older;

(e) Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;

(f) Were mentally competent to contract when the domestic partnership began;

(g) Are each other's sole domestic partner;

(h) Are jointly responsible for each other's common welfare including "basic living expenses" as defined in the Affidavit of Marriage or Domestic Partnership.

b. Enrollment of Spouse/Domestic Partner

Employee may enroll spouse or domestic partner in County medical and dental plans upon completion of the County's Affidavit of

1 Marriage or Domestic Partnership and applicable enrollment forms. Enrollment times
2 and other procedures for administration of the medical/vision and dental insurance
3 plans shall be applied to employees with domestic partners in the same manner as to
4 married employees to the extent allowed by the law. Spouse or domestic partner
5 must be enrolled in the same plan as the employee.

6 2. Children

7 a. "Eligible children" includes:

8 (i) any unmarried biological or adoptive child of the
9 employee or employee's spouse/domestic partner who is under the age of 23 is a
10 dependent under the federal tax code and chiefly supported by the employee or
11 employee's spouse/domestic partner; or

12 (ii) a court appointed ward of the employee or
13 employee's spouse/domestic partner; or

14 (iii) anyone under the age of 23 for whom the
15 employee is required by court order to provide coverage, or

16 (iv) the children (grandchild of employee) of enrolled,
17 eligible children of the employee or employee's spouse/domestic partner when both
18 grandchild and parent child are currently enrolled as dependents under employee's
19 County sponsored coverage.

20 An eligible dependent enrolled under employee's County
21 sponsored health plan, who becomes permanently disabled prior to their 23rd birth
22 date, may be eligible for continued health plan coverage after reaching the usual
23 maximum dependent age of 23. Employee's with a dependent child in this situation
24 should contact the County Employee Benefits Office three months prior to child's 23rd
25 birth date to initiate eligibility review process.

26 b. Enrollment of Dependent Children

27 Employee may enroll eligible children in County medical
28 and dental plans upon completion of the County's Affidavit for Health Plan Enrollment
29 of Dependent children and applicable enrollment forms. Children must be enrolled in
30 the same plans as the employee.

31 3. Termination of Dependent Health Plan Coverage

Written notice from employee upon termination of marriage or domestic partnership or any other change in dependent eligibility is required. Employees are responsible for timely reporting of any change in the eligibility status of enrolled dependent family members to the County Employee Benefits Office

(i) Employees whose marriage or domestic partnership ends must complete, sign, and file with the Employee Benefits Office a copy of the statement of Termination of Marriage/Domestic Partnership within ninety (90) days of death, divorce, or dissolution of marriage/domestic partnership.

(ii) Employees must remove from coverage a child who has become ineligible because he or she is 23 years old, or for any other reason within ninety (90) days of disqualifying event by completing a Benefit Change form and submitting completed form to the Employee Benefits Office.

To protect COBRA rights, employees must notify Employee Benefits Office of the dependent's status change within sixty (60) days of the qualifying event. Federal law shall govern COBRA eligibility for disqualified dependents.

Employees who fail to remove an ineligible spouse, domestic partner, or child within ninety (90) days of the qualifying event will be required to reimburse the County sponsored health plan for claims incurred and paid for during the time the former spouse, partner, or child remained enrolled but was no longer eligible for coverage.

M. When Benefits Coverage Begins and Ends

1. Coverage for new employees

a. Medical and Dental Benefits

The employee and eligible dependents will be covered by medical and dental benefits the first day of the month following hire, provided the employee has submitted completed enrollment form and other required documents to the Employee Benefits office prior to that date. Employees who submit an enrollment form after the first day of the month following hire, but within 31 days of hire, will be covered the first day of the month following date completed enrollment forms are received by Employee Benefits Office. Employees who do not submit an enrollment

form within 31 days of hire will be enrolled based on the default enrollment procedure. Coverage under the default plan(s) will begin on the first day of the month following 31 days of employment.

2. Benefits coverage for terminating employees

a. Retirees

i. County-subsidized coverage

Benefits options for retirees are provided for in Section 2 of this article.

ii. Unsubsidized benefits

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

b. Other terminating employees

i. County-subsidized coverage

County sponsored medical/vision/prescription and dental coverage ends based on the employees last regularly scheduled working day in pay status:

Last Day in Pay Status	Coverage Ends
1st - 15th of month	30/31st of the month
16th - 31st of month	30/31st of the following month

Example: Employee A's last working day in paid status is July 15. Employee A's County sponsored health plan coverage will end July 31. Employee B's last working day in paid status is July 16. Employee B's County sponsored health plan coverage will end August 31. Employee B will have additional cost shares deducted from final paychecks to cover the cost shares for August coverage.

ii. Unsubsidized benefits

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

3. Employees on unpaid leaves of absence

a. Leaves of less than 30 days

Employees' benefits coverage will not be affected by unpaid leaves of absence of less than 30 days' duration. Unpaid cost shares will be recovered from employee when employee returns to paid status.

b. FMLA/OFLA Leaves

The County will contribute toward medical/vision/prescription and dental insurance coverage during unpaid approved FMLA leave as required by law. Unpaid cost shares will be recovered from employee when employee returns to paid status.

If the employee remains on unpaid leave for more than 30 days after FMLA leave is exhausted, the leave will be treated as an unpaid leave of absence per "Subsection c.i" below, except that the last day of FMLA leave will be deemed the employee's last day in pay status.

During unpaid OFLA leave only, the County will not contribute toward medical/vision/dental insurance coverage.

c. Non-FMLA/OFLA unpaid leaves

i. Lapsing of County-subsidized coverage

Lapsing of County-subsidized coverage occurs after passage of 30 day leave period. 31st day of leave with unpaid status triggers loss of health plan coverage. If 31st day of unpaid non-FMLA/OFLA leave occurs:

31 st Day of Leave	Coverage Ends
1st - 15th of month	30/31st of the month
16th - 31st of month	30/31st of the following month

Example: Employee A goes on non-FMLA/OFLA unpaid leave effective July 15. Leave period exceeds 30 days. 31st day of leave is August 14. Employee A's County sponsored health plan coverage will end August 31. Employee B goes on non-FMLA/OFLA unpaid leave July 18. Leave period exceeds 30 days. 31st day of leave

1 is August 17. Employee B's County sponsored health plan coverage will end
2 September 30.

3 ii. Continuation of Coverage through COBRA

4 Employees may continue to purchase coverage under
5 County medical and dental benefits plans on a self-pay basis as mandated by law.

6 iii. Benefits Coverage upon return from a leave

7 (a) Employees returning from a leave of absence without pay
8 during the same plan year will be reinstated to the same medical/vision/prescription
9 and dental plans (or successor plans) they had when they left County employment. If
10 they return from leave the first day of the month, coverage will be in effect upon their
11 return from leave; otherwise, coverage will be in effect the first day of the month
12 following their return from leave.

13 (b) Employees returning from unpaid non-FMLA/OFLA leave
14 in a new plan year may enroll in different plans within 31 days of their return. Such
15 employees must complete a health plan enrollment form upon their return to work. If
16 enrollment forms are received on the first day of the month, the coverage will be
17 effective that day; otherwise, coverage will be in effect the first day of the month
18 following receipt of the completed enrollment forms by the County Employee Benefits
19 Office.

20 2. Retiree Medical Insurance. Retirees from this bargaining unit shall be eligible
21 to participate in the County's medical plan subject to the following provisions:

22 A. For purposes of this section, "retiree" refers to a person who separated
23 from County employment on or after July 1, 1992 and, at the time of separation,
24 occupied a position covered by the ONA bargaining unit, and was eligible to initiate a
25 PERS retirement benefit at the time of separation from County employment. For
26 purposes of this section, "member" or "members" refers to an active employee(s)
27 who permanently occupies a position(s) covered by the ONA bargaining unit.

28 B. Except as otherwise provided in this section, retirees may continue to
29 participate in the County medical and dental plans available to members, but not in
30 other County plans not available to members. Coverage of eligible dependents
31 uniformly terminates when coverage of the retiree terminates, except as otherwise

1 required by applicable state or federal law.

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

8 D. The retiree shall be responsible for promptly notifying the County
9 Retiree Coordinator in writing of any changes in the retiree's current address and of
10 any changes in retiree or dependent eligibility for coverage, including eligibility for
11 Medicare.

12 E. The following terms related to benefit payments, service and age
13 requirements shall also apply:

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

19 a. five (5) years of continuous County service immediately
20 preceding retirement at or after age fifty-eight (58) years, or

21 b. ten (10) years of continuous County service immediately
22 preceding retirement prior to age fifty-eight (58) years, or

23 c. ten (10) years of continuous County service immediately
24 preceding disability retirement regardless of age.

25 2. The County shall pay one-half (1/2) of the monthly medical insurance
26 premium on behalf of a retiree and his or her eligible dependents from the retiree's
27 fifty-fifth (55th) birthday or date of retirement, whichever is later, until the retiree's
28 sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the
29 employee had thirty (30) years of continuous service with employers who are
30 members of the Oregon Public Employee Retirement System (PERS) and Oregon
31 Public Service Retirement Plan (OPSRP) and twenty (20) or more years of

1 continuous County service immediately preceding retirement; provided, however, that
2 employees employed on or before July 1, 1992, who are eligible for regular
3 PERS/OPSRP retirement with 30 years of PERS/OPSRP SERVICE and 20 years of
4 County service shall be eligible for County payment of half the medical premiums
5 without waiting until age fifty-five (55).

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

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

12 H. In addition to the other requirements of this section, continued medical
13 plan participation or benefit of County contributions is conditioned on the retiree's
14 continuous participation in the member's medical insurance plan from the time of
15 retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e.
16 50% or 100%, as applicable) of the monthly premium. Failure to continuously
17 participate or make timely and sufficient payment of the applicable retiree portion of
18 the monthly premium shall terminate the retiree's rights under this section. Payments
19 by retirees of their portion of the monthly premiums under this section shall be timely
20 if the retiree has authorized and instructed PERS/OPSRP to regularly deduct his or
21 her portion of the premium from his or her pension check and remit that amount to
22 the County's collection agent, or if it is received by the County's designated collection
23 agent at least thirty (30) days prior to the month for which the resulting coverage will
24 apply. The County shall inform the retiree of the identity and mailing address of the
25 collection agent at the time the retiree signs up for continued post-employment
26 medical insurance coverage, and shall inform the retiree of changes of collection
27 agent not less than forty-five (45) days in advance of the effective date of the change.

28 I. In the event County insurance premium payments on behalf of retirees
29 or their dependents are made subject to state or federal taxation, any additional
30 County tax liability shall be directly offset against such payments required under this
31 section. (For example, if the effect on the County of the additional tax is to increase

1 the County's outlays by an amount equivalent to ten percent (10%) of aggregate
2 monthly retiree premium, the County's contribution shall be reduced to 40% of the
3 premium so that the net County costs will remain unchanged.)

4 J. In lieu of the benefits provided under the preceding subsections of this
5 section, employees hired prior to the signing date of this 1994-98 agreement who
6 retire from Multnomah County employment at age sixty (60) or after, but before they
7 are eligible for Medicare, and who have at least five (5) years of County service, may
8 elect to have the County pay 100% of the premium for the group medical health plan
9 until such time as the person is eligible for Medicare subject to the limitations of
10 section 2 above.

11 K. The County shall continue to make available to retirees group medical
12 health plan benefits that are made available to active employees.

13 L. Effective July 1, 1999 and Except as otherwise provided in this Article, if
14 individual employees are required by this agreement to make premium contributions
15 by payroll deduction pursuant to section 1(Q) of this article, the employer contribution
16 toward eligible retirees' insurance under this article shall be 50% of the employer
17 contribution it makes for an active employee on the same plan and participation level
18 rather than 50% of premium; PROVIDED, that the amount shall be 100% of the
19 employer contribution made on behalf of an active employee on the same plan and
20 participation level rather than 100% of premium for employees hired before
21 December 7, 1994 who opt for the retiree insurance program provided under
22 subsection j of this section.

23 3. Flexible Spending Accounts – Medical Expenses

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

29 4. Dependent care expenses

30 To the extent permitted by law, Dependent Care Assistance Plan (DCAP)
31 accounts, which allow employees to pay for dependent care with pre-tax wages, will

1 be available according to the terms of the Multnomah County Dependent Care
2 Assistance Plan number 502.

3 5. Life Insurance

4 The County agrees to provide each employee covered by this Agreement with
5 term life insurance in the amount of thirty thousand dollars (\$30,000). Employees
6 may purchase supplemental term life insurance coverage for themselves, their
7 spouse or their domestic partner consistent with carrier contract(s) by payroll
8 deduction. Premiums will vary according to age of the insured.

9 Upon retirement after at least five (5) years of County service, retirees of
10 Multnomah County will be provided with two thousand dollars (\$2,000) term life
11 insurance coverage.

12 6. Disability Insurance.

13 Any full-time or part-time employee covered by this Agreement may participate
14 consistent with carrier contract(s), in the County's short-term disability insurance
15 program; the monthly premium to be paid individually through payroll deduction.

16 7. Long Term Disability Insurance.

17 The County will provide long term disability insurance to all members of the
18 bargaining unit who are regularly scheduled to work at least half time. The insurance
19 is provided by contract with UNUM Life Insurance of America. There will be a ninety
20 (90) day elimination period.

21 8. Drug and Alcohol Policy and Procedure.

22 The County's Alcohol and Drug Policy and Procedure is attached hereto as
23 Addendum C, and is deemed part of this Agreement.

24 9. Long Term Care

25 Any bargaining unit employee covered by this agreement may participate in a
26 long term care insurance program developed by the County and the Association
27 consistent with carrier contracts the monthly premiums to be paid individually through
28 payroll deduction.

ARTICLE 11
WORKERS' COMPENSATION AND
SUPPLEMENTAL BENEFITS

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

2. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority unless the employee's doctor, the State Workers' Compensation Department or Board or the employee certifies to the County in writing that the employee will be permanently disabled to such an extent that he or she will be unable to return to the County and fully perform the duties of the position he or she last occupied. In such event, the employee's status shall be governed exclusively by applicable state statutes related to re-employment and non-discrimination. If injured during probation, the probationary period may be extended by written agreement of the Association, employee and County.

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

A. Supplemental benefits shall only be payable for those days compensable under Workers' Compensation Law as time loss on an approved claim. For employees with approved claims, supplemental benefits shall be paid for no more than three hundred and twenty (320) hours of the employee's regular working hours or for a period equal to the amount of accrued sick leave hours at the time of injury, whichever is greater. Such payments shall not be chargeable to accrued sick leave.

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

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

4 4. If a Workers' Compensation claim is denied or if the employee accepts a
5 compromise settlement of a disputed claim, the employee's absence from work shall,
6 to the extent not compensated as Workers' Compensation time loss, be paid from
7 and charged against his or her sick leave.

8 5. If a Workers' Compensation claim which has been denied is later held
9 compensable upon appeal, any time loss benefits shall be reimbursed by the
10 employee to the County and the employee's sick leave account credited with an
11 equivalent number of days.

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

14 7. The County shall continue to provide medical and dental benefits for an
15 employee with a compensable claim and his or her dependent(s) from the first day of
16 occupational disability, subject to the limitations of the Health and Welfare Article, if
17 any, for a period of one year or such longer period as may be required by law.

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

1
2
3
4
5
6

ARTICLE 12
DEFENSE AND INDEMNIFICATION

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

ARTICLE 13

SENIORITY, LAYOFF AND FILLING OF VACANCIES

1. **Definitions:** For purposes of this article, the following definitions shall apply:

A. **Affected FTE status:** Full-time or part-time positions, whichever is affected by a reduction in or reorganization of the work force.

B. **Affected department:** A County department in which a reduction in the number of budgeted bargaining unit positions is directed by the County pursuant to a reduction in or reorganization of the work force.

C. **Affected work unit:** A Department work unit in which a reduction in the number of budgeted bargaining unit positions is directed by the Department pursuant to a reduction in or reorganization of the workforce.

D. **Available vacancy:** A vacancy in a budgeted position that management intends to fill.

E. **Bump:** Displacement of an employee by a more senior employee or the demotion of an employee as provided in this article, in either case as a result of a reduction in the number of budgeted positions in a particular job classification in one or more work units.

F. **Classification previously held:** A lateral, lower, or equivalent classification in which the employee passed probation and continues to possess the required qualifications.

G. **Equivalent Classifications:** Matching by the Central Human Resources Manager or his or her designee of an abolished classification with a current classification that has substantially the same duties, authority and responsibility.

H. **FTE status:** The full time or part-time status of employees as defined by Addendum B of this agreement.

I. **Higher classification:** A classification for which the applicable pay range has a higher top step.

J. **Inactive layoff status:** The status of an employee on a recall list after termination due to layoff but before recall to a bargaining unit position or expiration of eligibility for placement on a recall list, whichever first occurs.

1 K. Lateral classification: A classification for which the applicable pay range
2 has the same top step.

3 L. Layoff: Transfer, demotion, or termination due to bumping or
4 termination of a bargaining unit member due to a reduction or reorganization of the
5 work force.

6 M. Limited duration layoff: A layoff which management specifies at the
7 time of layoff is of a limited duration.

8 N. Lower classification: A classification for which the applicable pay range
9 has a lower top step.

10 O. Promotional Line: A series of classifications in the same occupational
11 field in which service in the lower classification qualifies the employee for the higher
12 classification. Subject to any limitations imposed by state law, the following
13 classifications (or future equivalents) shall be deemed a promotional line:

- 14 1. Licensed Community Practical Nurse.
- 15 2. Community Health Nurse
- 16 3. Nurse Practitioner.
- 17 4. Program Supervisor "Nursing Services Supervisor" or successor equivalent
18 classification(s) including but not limited to Program Manager.

19 P. Regular Status. The status a classified employee acquires upon
20 successful completion of the probationary period for the classification to which the
21 employee was appointed.

22 Q. Seniority: The period of an employee's continuous service with
23 Multnomah County, as calculated in accordance with this Article, Section 2.A.

24 R. Transfer: Movement from regular employment in a classification to
25 regular employment in a different classification with a wage range with the same top
26 step.

27 S. Work Unit: An organizational unit designated as a work unit by the
28 County pursuant to section 3.B below for purposes of administering this article.

29 2. Rules Governing Determination of Seniority:

30 A. General Calculation Rule. Subject to subsections B through D of this
31 section, the relative seniority of regular employees will be determined as follows:

1 1. Total length of continuous service within the affected job
2 classification, equivalent classifications, and within higher classifications within a
3 promotional line within the County. If a tie occurs then:

4 2. Total length of continuous service within the County. If a tie
5 occurs then:

6 3. Score on the civil service examination at entry into the
7 classification. If the score is not available or if a tie occurs then:

8 4. The tie shall be broken by lot in a manner to be determined by
9 the Department's Human Resources Manager.

10 B. Special Circumstances. For purposes of determining the amount of an
11 employee's continuous service under subsection A of this section, the following rules
12 shall govern the particular circumstance they address:

13 1. Part-time work will count on a half-time basis.

14 2. Time spent in the predecessor of an equivalent classification
15 shall count toward seniority in the equivalent classification.

16 3. Time spent on authorized leave with pay will count.

17 4. All time spent on an unpaid leave that exceeds thirty (30) days,
18 other than unpaid military leave, shall not count.

19 5. Time on unpaid military leave shall count.

20 6. Time spent in unclassified appointment status will not count.

21 7. Time served as a temporary employee that is continuous and
22 contiguous to initial appointment as a probationary employee shall count when the
23 employee acquires regular status pursuant to that appointment. However, this will
24 apply only if the temporary work was in a position with substantially the same duties
25 or that was classified or formally labeled the same as the classification in which the
26 employee acquired regular status. The County will determine whether the duties
27 were "substantially the same." Such determination shall be reasonable.

28 8. If the employee has regular status at the time of temporary
29 appointment to a higher classification, time served on such appointment shall count
30 toward seniority in the employee's immediately preceding classification, except in
31 cases in which the promotion becomes permanent immediately following the period

1 of temporary appointment. In such case, the time will count toward seniority in the
2 promotional classification.

3 9. Time spent in on-call status will not count

4 10. Time spent on inactive layoff will not count.

5 11. Time spent in a state or federal trainee program will not count.

6 12. Time spent in previous government service will count if the
7 employee transferred in accordance with ORS 236.610 through 236.650 (Transfer of
8 Public Employees).

9 13. Time spent on a promotional probationary period that is not
10 completed will count toward seniority in the class from which the employee was
11 promoted if the employee acquired regular status in that classification before
12 promotion.

13 14. Time spent in all higher classifications within a promotional line
14 shall be combined with time spent in the present classification.

15 15. For purposes of determining length of service within a
16 department, time spent in any organizational unit that became a part of the
17 department through reorganization shall be included.

18 16. Time spent on inactive layoff status won't count, but time
19 immediately before and following recall from a recall list will be combined to
20 determine continuous service.

21 C. When Seniority Is Forfeited. Seniority shall be forfeited by discharge for
22 cause, voluntary termination, or expiration of the employee's eligibility for recall while
23 on inactive layoff status.

24 D. Seniority of Exempt Employees: An employee occupying a position
25 outside the bargaining unit who is eligible for reassignment or to bump into a
26 bargaining unit position may only exercise seniority accrued as a member of the
27 bargaining unit.

28 E. Effect of Seniority Determinations On Retirement. Seniority
29 determinations under this agreement have no application to retirement matters,
30 except those relating to eligibility for retiree health insurance.

31 F. Seniority List

1 1. Lists showing seniority within the County and seniority within
2 classification, as provided for in Article 13, Section 2, shall be provided to the
3 Association and posted on all Association bulletin boards on or about March 1 and
4 October 1 of each year.

5 2. Employees who have concerns about the calculation of their
6 seniority on any new list may consult with the Department's Human Resources
7 Manager within thirty (30) days of the date the list was posted. If an employee's
8 concerns remain unresolved, the Association may file a formal written grievance at
9 Step 2 of the grievance procedure within thirty (30) days of his or her initial
10 consultation with the appropriate Department Human Resources Unit. If no
11 grievance is filed within that time, the seniority calculation is deemed correct. A
12 grievance may be filed only with respect to seniority accrued since the prior list.

13 3. Reassignment, Bumping, and Layoff Procedures During A Reduction or
14 Reorganization of The Work Force.

15 A. Scope of Reduction or Reorganization of Work Force. The County shall
16 determine the FTE status, classifications, work units, and departments that are
17 included in a reduction or reorganization of the work force.

18 B. Designation of Work Units. The County may re-designate the
19 organizational boundaries of existing work units by written notice to the Association
20 between March 1 and April 1 each year. In addition, the County may designate
21 additional work units at any time as new operations are added. Prior to such
22 changes being made the parties will meet and confer for the purpose of hearing why
23 the change is needed and for providing ONA representatives an opportunity to give
24 feedback.

25 C. Reduction of Employee Without Regular Status. Within the affected
26 classification and department, temporary, probationary and other employees who do
27 not have regular status will be terminated before employees with regular status are
28 subject to layoff.

29 D. Work Unit Balance. If a reduction or reorganization of the work force
30 reduces the number of positions in a work unit within the affected FTE status,
31 classification, and work unit below the number of employees in that FTE status,

1 classification and work unit, employees in that status, classification and work unit
2 shall be removed from the affected work unit to restore the balance between
3 available budgeted positions and employees. In restoring balance within the unit, if
4 more than one employee needs to be reassigned, eligible employees shall be
5 reassigned based on seniority.

6 E. Order of Removal From a Work Unit.

7 Removal shall be in the inverse order of seniority (i.e. least senior first) unless this
8 would leave the work unit without qualified employees to perform the duties of a
9 position in which special skills, defined in the manner set forth below, are required.

10
11 F. Reassignment, Bumping and Layoff of Employees Removed From
12 Work Units. An employee who is removed from the work unit pursuant to subsection
13 D of this section shall be reassigned, transferred, or demoted to bargaining unit
14 positions or laid off as follows:

15 a. Reassignment from Work Unit.

16 1. First: The County shall reassign the employee, if eligible, to an
17 available vacancy in the same department, classification, and affected FTE status. If
18 more than one employee is reassigned to vacancies at the same time, eligible
19 employees shall be able to select vacant assignment based on seniority. At the
20 choice of the employee, a full-time employee may choose to fill a part-time position or
21 a part-time employee may choose to fill a full-time position.

22 2. Second: If there is no available vacancy pursuant to 1 above,
23 the County shall transfer the employee, if eligible, to an available vacancy within the
24 affected FTE status in a lateral classification in the affected department. If more than
25 one employee is reassigned to vacancies in a lateral classification at the same time,
26 eligible employees shall be able to select vacant lateral assignment based on
27 seniority. At the choice of the employee, a full-time employee may choose to fill a
28 part-time position or a part-time employee may choose to fill a full-time position.

29 b. Bumping from Work Unit.

30 3. Third: If there is no available vacancy pursuant to 1 or 2 above
31 and the removed employee has sufficient seniority and is otherwise eligible, he or

1 she shall bump the least senior employee who occupies a position within the affected
2 FTE status in the same classification within the affected department.

3 4. Fourth: If the removed employee cannot be reassigned, transfer
4 or bump pursuant to 1, 2, or 3 above and he or she has sufficient seniority and is
5 otherwise eligible, he or she shall bump the least senior employee in lateral
6 classifications into which the removed employee is eligible to bump within the
7 affected FTE status and department.

8 5. Fifth: If the employee cannot be reassigned, transfer or bump
9 pursuant to 1, 2, 3, or 4 above, the employee shall be demoted to an available
10 vacancy in a position and in the highest lower classification into which the employee
11 is licensed, eligible to bump which is within the affected department and FTE status.

12 6. Sixth: If the removed employee cannot be reassigned, transfer
13 or bump pursuant to 1, 2, 3, 4 or 5 above and he or she has sufficient seniority, he or
14 she shall bump the least senior employee in a position in the highest lower
15 classification into which the removed employee is eligible to bump, within the affected
16 FTE status and department.

17 c. Layoff.

18 7. Seventh: If the employee cannot be reassigned or bump
19 pursuant to 1, 2, 3, 4, 5 or 6 above, the employee shall be laid off.

20 Any employee in a classification affected by layoff may request layoff.
21 When management identifies classifications to be laid off, management will first
22 solicit for volunteers to be laid off. Volunteers will be considered in order of seniority
23 within the affected FTE status and department. Employees who agree to a voluntary
24 lay-off out of seniority order will have no bumping rights and such employee will be
25 placed on the recall list in accordance with this Article. Acceptance of volunteers is at
26 management discretion.

27 F. Bumping Eligibility. The following rules shall apply in determining
28 whether an employee is "eligible" for reassignment, transfer, demotion, or to bump
29 under section III above:

30 1. General rule: An employee is eligible for reassignment or to
31 bump into a vacancy or a position held by another employee pursuant to section III

1 above only if more senior than any incumbent bumped and qualified to perform the
2 duties of the position to which he or she is reassigned or into which he or she bumps.
3 Qualification includes possession of any special skill, licensed or certification
4 requirements (e.g. Nurse Practitioner specialty certifications, foreign language
5 fluency, etc.). In addition, except for downward bumping in a promotional line as
6 provided in subsection C below, an employee may bump only into positions in
7 classifications or equivalent classifications in which the employee previously acquired
8 regular status. Also, an employee may only bump or be reassigned to positions of
9 the same FTE status as the position they held at the time of the action.

10 2. Special Skill Eligibility Requirements: Within sixty (60) days after
11 the signing of this agreement, the County shall provide the Association with a list of
12 positions that have special skill or certification requirements that are pre-requisites to
13 occupying a particular position(s) pursuant to Section 3 above. The County may
14 revise this list by written notice to the Association on or about March 1 and October 1
15 of each year. The County's list shall identify the specific position(s) to which the
16 requirement applies and the nature of the requirement. Additional positions may be
17 added to the list as new operations are added or existing ones are expanded, by
18 written notice to the Association. Positions may also be added to or removed from
19 the list at other times with the written consent of the Health Department's Human
20 Resources Manager and the bargaining unit Chairperson.

21 3. Bumping Within A Promotional Line: Subject to the requirements
22 of section 3 and section 4, subsections A and B above, within a promotional line, an
23 employee may bump downward without having independently acquired regular status
24 in the lower classification so long as the employee acquired such status in the higher
25 classification from which he or she bumps or is assigned. For example, a Nurse
26 Practitioner with a baccalaureate degree in nursing may bump into or be assigned to
27 any Community Health Nurse position, regardless of whether the Practitioner
28 previously acquired regular status in the Community Health Nurse classification.

29 4. Exempt Employees: Subject to the limitations of section 2.D
30 above and the remaining requirements of this article, an exempt employee who
31 promoted or transferred to another county position directly from a bargaining unit

1 position may be assigned to or bump into a bargaining unit position. Exempt
2 employees who have never been in the bargaining unit have no bumping rights into
3 bargaining unit positions.

4 5. Employees on Temporary Appointment Outside Unit. A regular
5 employee who is on a temporary or unclassified appointment retains his or her rights
6 under this article in connection with his or her bargaining unit position.

7 6. Probationary Employees. Probationary and on-call employees
8 have no right to bump or reassignment. However, an employee who has not
9 completed a probationary period following promotion may be reassigned or bump in
10 and from the classification previously held if he or she completed probation in that
11 classification.

12 7. Promotional Bumping Prohibited. Bumping or reassignment to a
13 higher classification or an increase in pay as a result of bumping, as part of a
14 reduction or reorganization of the work force, is prohibited.

15 G. Layoff and Reassignment Notices.

16 1. General Notice to Association. Whenever possible, the County
17 will notify the Association thirty (30) days in advance of a reduction or reorganization
18 of the workforce that will result in a layoff. Either party may propose meetings to
19 consider work sharing or other alternatives to a contemplated layoff.

20 2. Notice to Employee and Association of Specific Layoffs. The
21 County shall notify an employee who will be subject to layoff in writing at least fifteen
22 (15) days prior to its effective date. The County shall simultaneously send a copy of
23 the layoff notice to the Association. The notice shall state the reason for the action
24 and shall further state that the action does not reflect discredit on the employee. The
25 employee's copy shall be mailed to the employee's home address unless the
26 employee has timely specified an alternate address. Employees may specify an
27 alternate address to receive layoff notice (e.g. for the period of a vacation) by
28 delivering written notice to the Department Human Resources Manager. The notice
29 must specify whether the alternate address is permanent or, if it is a temporary
30 address, the date after which the County should mail any layoff notice to the

1 employee's home address. Such notice must be delivered to the County at least
2 fifteen (15) days prior to the date the County mails the layoff notice.

3 3. Reassignment Notice. Employees reassigned due to a reduction
4 or reorganization of the work force and the Association shall be notified of such in
5 writing. The County shall consult with affected employees concerning their
6 preferences for assignment before reassignment under this Article takes effect. The
7 County will comply with Article 14.4 in the case of schedule changes.

8 4. Recall Lists.

9 A. Placement on and Recall from Recall Lists. Employees who are subject
10 to layoff will be placed on a recall list for the classification(s) held immediately
11 preceding layoff. Employees will be placed on a recall list only for the FTE status the
12 employee held at the time of layoff, though at the choice of the employee, a full-time
13 employee may choose to fill a part-time position or a part-time employee may choose
14 to fill a full-time position. Employees shall be recalled to available vacancies in the
15 classification and FTE status for which the recall list is established, and to which the
16 employee would be eligible to bump in a layoff situation under section 4 above, in
17 descending seniority order. An employee who is passed over because he or she
18 lacks special skills or certifications shall be advised in writing by the department's
19 Human Resources Manager of the qualification(s) the employee lacks that the
20 position requires. Nothing in this paragraph shall preclude the County from offering
21 recall to an employee on the layoff list for an FTE status different than that held by
22 the employee at the time of layoff if there are no remaining employees on the layoff
23 list for that classification and FTE status.

24 B. Duration of and Removal from Recall List. An employee shall remain
25 on the applicable recall list(s) for eighteen (18) months from the date of layoff. An
26 employee will be removed from a layoff list upon:

- 27 1. written request of the employee;
28 2. election of retirement;
29 3. acceptance of permanent reinstatement from the recall list for which
30 the recall position was established;

1 4. the employee's refusal of an offer of permanent reinstatement
2 (except an offer of recall to a position with a different FTE status than that the
3 employee held at the time of layoff); or

4 5. failure to contact the recalling supervisor within fourteen (14)
5 calendar days of delivery of a recall notice or, after such contact, to report to work on
6 a later specified return date.

7 C. Exception to Removal from Recall List. Upon written application,
8 delivered by the employee to the department's Human Resources Manager within
9 seven (7) calendar days after delivery of recall notice, the human resources
10 representative may permit the employee to refuse recall without loss of reinstatement
11 rights; PROVIDED, this shall not be construed as extending the duration for which
12 the employee is eligible to have his or her name on a recall list.

13 D. Form and Timing of Recall Notice. Employees shall be given fourteen
14 (14) calendar days advance written notice of recall, by certified mail to the
15 employee's home address. Employees may not be required to report for work with
16 less notice; however, the employee and recalling supervisor may mutually agree to
17 an earlier report date. An employee may specify an alternate address for recall
18 notice in the same manner and within the same time frame as applies for designating
19 an alternative address for receiving layoff notice under section G.2 above.

20 5. Effect of Bumping or Recall on Wages and Benefits.

21 A. Effect on Wages and Anniversary Date.

22 An employee who bumps to a lateral classification shall retain his or her preexisting
23 wage step. However, if the steps of the two ranges do not match, the employee shall
24 be placed on the highest step in the new range which does not result in an increase.

25 B. An employee who bumps to a lower classification shall be paid at the
26 step in the applicable wage range that is nearest to the employee's preexisting wage
27 step that does not result in a decrease or, in the case of ranges that do not overlap,
28 that produce the least decrease.

29 C. Upon recall from inactive layoff status, an employee shall be placed at
30 the same wage step he or she held at the time of layoff from that classification.

1 D. Upon recall from another classification, an employee shall be placed on
2 the wage step he or she would have held had he or she not been laid off from that
3 classification.

4 E. The anniversary date of an employee who bumps to a lateral
5 classification shall remain unchanged. The anniversary date of an employee
6 demoted shall be the effective date of the demotion. The anniversary date of an
7 employee recalled from inactive layoff status shall be adjusted so that the amount of
8 time remaining before the employee's next anniversary date is the same as it was at
9 the time of placement on inactive layoff. Upon recall to a higher classification, the
10 employee's anniversary date shall be calculated in the same manner it would be
11 calculated if the employee had been on an unpaid leave of absence for the period
12 served in the lower classification.

13 F. Vacation. An employee who is placed on inactive layoff status shall be
14 paid for accumulated vacation in accordance with Article 7, section 4 of this
15 agreement. The employee's pre-existing vacation accrual rate will remain
16 unchanged upon recall.

17 G. Sick Leave. An employee's accumulated sick leave balance will be
18 frozen when the employee is placed on inactive layoff status, and will be reinstated
19 upon recall from a recall list. Sick leave is forfeited upon expiration of eligibility for
20 placement on any recall list.

21 H. Insurance. A laid off employee's eligibility for health insurance
22 coverage shall be governed by the terms of Article 10 of this agreement.

23 6. Special Provisions for School Based Health Operations.

24 A. School based bargaining unit members who verify to the program
25 manager a combination of work and vacation by May 7 to be in a paid status equal to
26 their F.T.E. status (full-time with a minimum of 32 hours or part-time) throughout the
27 summer, shall not be laid off.

28 B. Bargaining unit members who do not have work available in their ten
29 (10) month school clinic based work site or who choose not to work outside of their
30 school based clinic site, will be laid off during school closure for the summer.

1 When there is a scheduled school closure during the calendar school
2 year and employees are not able to work at their normal job site or work is not
3 available elsewhere in the program as determined by School Based Health Center
4 Program Management, employees may elect upon advance written request to use
5 accrued leave or leave without pay without first exhausting paid vacation, saved
6 Holiday time and/or compensatory time off.

7 School Based Administration will announce at the beginning of the
8 school year which days school will be closed based on the school districts' calendars.
9 When practical, and in order to maximize time with patients and minimize the loss of
10 income or vacation of nursing staff School Based Administration will endeavor to use
11 some of these days for planning and in-service days with staff.

12 Employees who elect unpaid leave of absence during the winter break
13 period shall receive their Christmas and New Year Holiday even though they are not
14 in pay status on the days before and after such holidays.

15 C. Bargaining unit members who are laid off may be called back as regular
16 employees as provided in Section H. Summer Work/Effect of Refusal.

17 D. Limitation on Bumping and Recall from School Based Health.
18 Notwithstanding any other provision of this agreement, bumping by or recall of
19 bargaining unit members who, for administrative purposes, are inside the County's
20 school based health program shall be limited to positions inside the school based
21 health program if the County declares in writing at the time layoff notice is given to
22 the affected employee that the layoff is of limited duration due to summer school
23 closure.

24 E. Administrative Purposes Defined. For purposes of this section
25 "administrative purposes" means that the employee ordinarily files his or her payroll
26 time sheet with the school based health program.

27 F. Deviation from Seniority Order for Layoff or Recall/Effect on Seniority
28 and Insurance Benefits. When implementing limited duration layoff or recall from
29 such layoff the County may deviate from the normal order of seniority layoff or recall
30 otherwise required by the parties' collective bargaining agreement. Such deviation
31 shall not be for a period exceeding seven (7) calendar days. A more senior

1 employee who would have been retained or recalled but for the departure from
2 normal seniority order of layoff or recall may use vacation or leave without pay for the
3 period between the date he or she would have bumped or been recalled under
4 normal procedures and the effective date of the general school based health summer
5 layoff or recall as determined by the School Based Health Manager. In addition, such
6 employees will accrue seniority and be eligible for medical and dental insurance
7 coverage as though they were laid off or recalled in accordance with normal layoff or
8 recall procedures.

9 G. Probationary Employees. The probationary period of an employee on
10 probation when a limited duration layoff takes effect shall be frozen over the summer
11 and shall resume if the employee is recalled to work at the commencement of the
12 next school year. This shall not apply if the County notifies the employee that his or
13 her probationary service has been terminated.

14 H. Summer Work/Effect of Refusal. Bargaining unit members in School
15 Based Health who perform bargaining unit work for the County while on limited
16 duration layoff during summer school closure shall be paid at the same wage step
17 they held when the limited duration layoff took effect. They shall also be employed
18 pursuant to the terms and conditions of the collective bargaining agreement and
19 receive all benefits/entitlements specified in the collective bargaining agreement as
20 they do during the regular school year with the exception of Section 3(G) of this
21 Article and Article 10 Health and Welfare Benefits (see Section 6.M. of this Article for
22 health and welfare benefits coverage). Employees on limited duration layoff who are
23 working are not eligible for lead pay unless working in a lead assignment in school
24 based health. An employee may refuse to accept work that is offered, with the
25 understanding that such refusal may affect eligibility for unemployment
26 compensation.

27 I. Layoff or Carryover of Accumulated Vacation. Notwithstanding any
28 other provision of this agreement, an employee subject to limited duration layoff in
29 school based health may request payoff of some or all of his or her accumulated
30 vacation. Such request shall be made in writing to the School Based Health
31 Manager, the Department's payroll manager and Payroll Supervisor of the

1 Department of Support Services within three (3) days after the employee receives
2 notice of limited duration layoff. In the absence of such notice, vacation will be
3 carried on the books over the summer unless the employee is subsequently
4 terminated or resigns. In such case, normal provisions relating to vacation payoff
5 shall apply.

6 J. Considerations in Use of Vacation. Notwithstanding subsection H
7 above, the parties acknowledge that although requests to take vacations during the
8 school year may in some cases be granted, the risk that management will deny such
9 a request is significantly greater than in other county operations, due to the need to
10 provide services to students when schools are in session. For that reason, School
11 Based Health Employees are encouraged to continue to select vacation times during
12 Christmas and spring school vacations to the extent approved by management.
13 Further, employees facing limited duration layoff should take into account the limited
14 availability of time off when schools are in session, the vacation accumulation ceilings
15 set forth in this agreement, and the risk of forfeiture of vacation (when accumulation
16 ceilings are reached) when deciding whether to carry their accumulated balance
17 forward.

18 K. Alternative Compensation. The Board of County Commissioners may
19 adopt and implement a uniform policy whereby employees who transfer or are newly
20 hired into the school based health program are required as a condition of such
21 transfer or hire to sign an agreement accepting the payment of County medical and
22 dental insurance premiums in lieu of government unemployment insurance payments
23 during the period of a limited duration layoff due to summer closure.

24 L. Alternative Benefits. If the State of Oregon adopts a law which
25 uniformly disqualifies employees on a limited duration layoff from receiving
26 unemployment insurance, even if they are available for and actively seeking suitable
27 interim employment, the County and Union agree to meet to negotiate over the terms
28 of possible alternative benefits or compensation to cover that period of
29 unemployment. This shall be construed only as contractual authorization for such a
30 policy. This shall not be construed as a purported waiver by the union of individual
31 employee rights under the Oregon unemployment compensation statute.

1 M. Insurance Benefits for Summer Work. If the employee's last regularly
2 scheduled workday in pay status falls on or before the fifteenth (15) day of the
3 calendar month in which the employee begins limited duration layoff, medical/vision
4 and dental benefits toward which the County has contributed will lapse at the end of
5 that month. If such work day falls after the fifteenth (15) of the calendar month in
6 which the employee begins limited duration layoff, coverage toward which the County
7 has contributed will lapse at the end of the following calendar month. (Example:
8 Employee A's last day is July 15th: Employee A's coverage toward which the County
9 has contributed will lapse July 31. Employee B's last day is July 16. Employee B's
10 coverage toward which the County has contributed will lapse August 31.) Employees
11 will be treated as a regular employee for purposes of receiving health benefits per
12 Article 10 provided they work a minimum of two (2) shifts from July 15 through July
13 30.

14 N. The County agrees to apply for the "teachers waiver" so that employees
15 laid off as the result of limited duration layoff who are rehired within 90 days will be
16 reinstated with supplemental life and short term disability insurance that was in force
17 at the time of layoff.

18 7. Filling of Vacancies.

19 A. Posting. The County shall post all vacancies and new positions for a
20 period of two (2) weeks, except seven (7) days for Corrections Health, listing the
21 classification, number of hours, days per week, department, and shift of the
22 employment position. The County may waive the initial posting period as recognized
23 herein in the event of an emergency where the position may be filled temporarily for
24 the duration of the emergency or for short periods where a position may be left
25 vacant in preparation for a layoff.

26 B. Considerations in Selection Process. The County will fill all vacancies
27 and new positions with first consideration given to qualified County employees over
28 non-employees. The County shall select the most qualified applicant, considering
29 such factors as years of service with the County, as well as clinical experience and
30 educational background relevant to the position. Qualified full-time and part-time

- 1 employees shall be considered over on-call and temporary employees. The
- 2 determination of an applicant's qualifications shall not be arbitrary or capricious.
- 3

ARTICLE 14
HOURS OF WORK

1
2
3
4 1. Normal Work Day.

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

7 B. Employees working forty (40) hours a week on a five (5) day per week
8 work schedule shall work eight (8) hours per day excluding the meal period.

9 C. Employees working forty (40) hours a week on a four (4) day per week
10 work schedule shall work ten (10) hours per day excluding the meal period.

11 D. So that the County can more effectively meet the health needs of the
12 community, employees may elect, with the consent of the County, to work other than
13 the regular workday. At the discretion of the County with the concurrence of the
14 employee, longer hours in one (1) day may be offset by corresponding shorter hours
15 in another, provided that all hours worked in excess of forty (40) hours in the work
16 week are compensated in either overtime compensation or compensatory time off.

17 Pursuant to the Fair Labor Standards Act, Section 7(j), in Corrections Health,
18 the work period shall be eighty (80) hours over a fourteen (14) consecutive day
19 period.

20 2. Work Week. In no case shall the work week be for more than forty (40) hours
21 excluding the meal period. It is understood by the parties that certain programmatic
22 objectives may require the County to make specific changes in the work week. The
23 days of the workweek for full-time employees, other than employees hired on or after
24 June 3, 1999 who are on a four day a week, full-time schedule, shall be consecutive
25 unless arrangements for a split work week are requested by the employee and
26 approved by the appointing authority. Employees hired on or after June 3, 1999 who
27 are working a four day a week, full-time schedule may have a work week of non-
28 consecutive work days and days of rest so long as at least two of the days off are
29 consecutive.

30 3. Meal and Rest Periods.

1 A. All employees shall be granted a lunch period of not less than thirty (30)
2 minutes during each work shift. Time off for a meal shall be permitted to any
3 employee who is requested to and does work two (2) hours beyond his or her regular
4 quitting time. Whenever practicable, meal periods shall be scheduled in the middle of
5 the shift.

6 B. An employee, with the approval of the his or her immediate supervisor
7 or designee, may elect to take a one (1) hour meal period in lieu of the thirty (30)
8 minute meal period set out above, provided, however, that no portion of such
9 extended meal period shall be considered time worked for pay purposes.
10 Adjustments to the starting or quitting time shall be made to accommodate the
11 approved extended meal period, subject to the provisions of "C" below.

12 C. All full-time employees' work schedules shall provide for a fifteen (15)
13 minute rest period during each half shift. All part-time employees' work schedules
14 shall provide for a fifteen (15) minute rest period during each four (4) hour portion of
15 their shift (if on a four (4) or eight (8) hour per day schedule), or during each five (5)
16 hour portion of their shift (if on a five (5) or ten (10) hour per day schedule).

17 D. Employees required by their immediate supervisor or designee to
18 remain at their work station or on standby in their assigned facility during their meal
19 and/or rest period, such time shall be considered as time worked.

20 4. Work Schedules. Work schedules showing work days and hours of work will
21 be posted on bulletin boards or otherwise made accessible to employees at all times.
22 Management may change work schedules with three weeks notice to affected
23 employees, and with less notice in the following circumstances:

- 24 ➤ Such notice is voluntarily waived in writing by the employee(s); or
25 ➤ For the duration of an emergency.

26 5. Weekend Provisions in 24-Hour Facilities.

27 A. Employees of 24-hour facilities who are required to work a split
28 workweek shall be provided two (2) weekends off in a calendar month. A weekend
29 for purposes of this section shall mean Saturday and Sunday. If such an employee is
30 required by the County to work on any weekend which results in such employee
31 receiving less than two (2) full weekends off in that calendar month, then such an

employee shall receive compensation at the rate of time-and-one-half (1-1/2) his or her rate of pay for all such weekend hours worked.

B. Notwithstanding subsection (A) above, an employee may voluntarily agree to a schedule providing more or less than two weekends off per month. The employer will consider such request based on operational needs (e.g. staffing requirements of the team, corrections health experience, facility/shift needs) and seniority. Availability of schedule changes with weekends off will be posted within Corrections Health according to current policy. If the employer concludes that the modification is no longer compatible with operational needs, the employer may reinstate the pre-existing schedule. Notwithstanding subsection (A) above, if the employee agrees to have less than two weekends per month off as part of his or her regular schedule, he or she will be compensated in straight time for the additional weekends worked.

6. Uniform Time Charging Provisions

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

1. 0 - 7 minutes rounds to 0 hours
2. 8 - 15 minutes rounds to 1/4 hour

B. Applications

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

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

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

4. Management and Employee Rights. The right of management to discipline employees for tardiness is not waived by the above

1 rounding provisions, nor shall the above provision be construed as a right for
2 management to extend the end of the working day beyond the normally scheduled
3 ending time.

4 7. By agreement of the County and Association, shifts of longer than ten (10)
5 hours may be adopted. Such alternative schedules may include mutually agreed
6 upon exceptions to this agreement or alternative understandings made pursuant to
7 Article 23 (2) for affected Nurses. Nothing herein shall interfere with operation of
8 Article 14, Section 1, Subsection (D). This section is inapplicable to twelve hour
9 shifts worked pursuant to section 1, subsection e of this article. However, work
10 schedules containing overtime-exempt twelve (12) hour shifts may be implemented
11 by mutual agreement between the supervisor and affected employee, subject to the
12 approval of the Association President and affected department's Human Resources
13 Manager.

ARTICLE 15

WAGES

1. Wages.

A. July 1, 2007

Effective July 1, 2007, the rates and ranges of employees covered by this Agreement shall be increased two point seven percent (2.7%). Employees shall be compensated in accordance with the wage schedule attached to this Agreement as Addendum A, which by this reference is incorporated herein.

Effective July 1, 2007 Nurse Practitioners and Physician Assistants shall have a one step market adjustment by the addition of one (1) step at the top of the pay range and the deletion of one (1) step at the entry level of the pay range. Step adjustment at the top of the range shall be three percent (3%) higher than the June 30, 2007 top step. Nurse Practitioners and Physician Assistants shall be placed on the new pay scale in accordance with section F.5 below.

B. July 1, 2008

Effective July 1, 2008, the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical Workers Index for the second half 2006 to the second half 2007 as reported in February 2008. The minimum percentage increase shall be no less than 2% and the maximum percentage increase no more than 5%.

Effective July 1, 2008 Community Health Nurses shall have a one step market adjustment by the addition of one (1) step at the top of the pay range and the deletion of one (1) step at the entry level of the pay range. Step adjustment at the top of the range shall be three percent (3%) higher than the June 30, 2008 top step. Community Health Nurses shall be placed on the new pay scale in accordance with section F.5 below.

C. July 1, 2009

Effective July 1, 2009, the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI-W for

1 Portland Urban Wage Earners and Clerical Workers Index for the second half 2007 to
2 the second half 2008 as reported in February 2009. The minimum percentage
3 increase shall be no less than 2% and the maximum percentage increase no more
4 than 5%.

5 D. July 1, 2010

6 Effective July 1, 2010, the rates and ranges of employees covered by
7 this Agreement shall be increased by the percentage increase in the CPI-W for
8 Portland Urban Wage Earners and Clerical Workers Index for the second half 2008 to
9 the second half 2009 as reported in February 2010. The minimum percentage
10 increase shall be no less than 2% and the maximum percentage increase no more
11 than 5%.

12 E. July 1, 2011

13 Effective July 1, 2011, the rates and ranges of employees covered by
14 this Agreement shall be increased by the percentage increase in the CPI-W for
15 Portland Urban Wage Earners and Clerical Workers Index for the second half 2009 to
16 the second half 2010 as reported in February 2011. The minimum percentage
17 increase shall be no less than 2% and the maximum percentage increase no more
18 than 5%.

19 F. Market Adjustments

20 Effective July 1, 2008, July 1, 2009, July 1, 2010 and July 1, 2011 the pay
21 rates, by classification will be adjusted if the County rates fall below market average
22 by 1.5% or more. Note: Whereas CHN's are getting a market adjustment July 1,
23 2008; July 1, 2008 review is limited to LPN and NP/PA. Market average is defined
24 as:

25 1. Comparables are: Clackamas County (Employee Association Bargaining
26 Unit pay rates), Washington County, OHSU and Portland VA Hospital.

27 2. Comparable market rates shall be by classification, comparing Multnomah
28 LPN, CHN and NP classifications with comparables positions that are similar in
29 duties, responsibilities and educational requirement. PA wage rates shall be tied to
30 NP wage rates.

1 3. Midpoint is the midpoint between Step One and Pay Rate at 10 Years of
2 Service.

3 4. Market adjustment shall be the addition of one (1) step at the top of the pay
4 range and the deletion of one (1) step at the entry level of the pay range. Step
5 adjustment at the top of the range shall be three percent (3%) higher than the top
6 step.

7 5. Step Placement. Employees shall be placed on the new pay scale at a
8 step that matches their pay on June 30th unless an employee's anniversary date falls
9 on July 1st, in which case they shall be eligible for a step increase on July 1st,
10 otherwise employees will be eligible for a step increase on their anniversary date. In
11 no event will employees be paid less than step 1.

12 Employees who are at the top step of the salary range and have not received
13 a step increase for at least 12 months shall have a reset anniversary date for
14 purposes of wage adjustments of July 1st.

15 6. Comparable pay rates shall be pay rates effective July 1 of the market
16 review year, taking into consideration delayed implementation subject to finalize
17 wage rates which are subject to such actions as contract negotiations/finalized salary
18 studies. Multnomah County pay rate for purposes of comparison shall include
19 appropriate July 1, CPI adjustment. Example: July 1, 2009, the County shall by
20 classification (LPN, CHN and NP) collect July 1, 2009 wage data from the
21 comparables. Once the County has complied finalized July 1, 2009 wage rates and it
22 is found that the CHN wage July 1, 2009 wage rate is below the midpoint of
23 comparables by 1.5% or more the County CHN classification effective July 1, 2008
24 shall have a step adjustment as outlined in Section F(5) above.

25
26 2. Shift Differential. The County agrees to pay the following shift premium in
27 addition to the established hourly wage rate:

28 A. Upon ratification of this agreement by the parties, an hourly premium of
29 two dollar (\$2.00) for all hours worked on shifts beginning between the hours of
30 twelve (12:00) noon and seven(7:00) p.m.; or

1 B. An hourly premium of five dollars (\$5.00) for all hours worked on shifts
2 beginning between the hours of seven (7:00) p.m. and six (6:00) a.m.

3 C. In circumstances where an employee works an overtime shift in
4 conjunction with their regular shift worked, the overtime shift will be paid with the shift
5 differential of the overtime shift. In circumstances of night shift to day shift, the day
6 shift hours worked will be paid with the night shift differential in addition to applicable
7 overtime pay.

8 3. Work in a Higher Classification. Whenever an employee must be replaced by
9 another employee(s) for a period of four (4) shifts within a thirty (30) day period and
10 such employee(s) assigned to perform the work is normally assigned to work in a
11 lower classification, that employee(s) will be paid for all shifts worked at the rate
12 assigned to the higher classification in the appropriate step according to the
13 promotional policy, if the employee(s) in fact performs a majority of the principal
14 duties of the higher classification. Provided, further, however, that the amount of
15 payment for acting as temporary supervisor shall be in accordance with existing
16 practice.

17 Employees who regularly work on a part-week basis in a higher classified job
18 will be paid the higher rate for all hours worked in such assignment.

19 4. Overtime

20 A. Where operational circumstances permit, all overtime shall be by prior
21 approval by the authorized supervisor or assigned designee, or evaluated, if
22 appropriate, and approved later. Unauthorized and inappropriate overtime may result
23 in disciplinary action. The employer shall ensure that nurses assigned to see clients
24 in clinics have a means to request authorization to work overtime. The opportunity to
25 make such request shall be made no sooner than the last hour of the regularly
26 scheduled clinic day and not later than 15 minutes prior to the end of the day. In lieu
27 of such opportunity, the employer may, at its discretion, issue standing orders to
28 govern requests, in lieu of a daily request system, so long as the rule provides the
29 employee clear guidance as to whether overtime is or is not authorized.

1 When overtime is worked, employees will be compensated at the rate of one
2 and one-half (1.5) times their normal hourly rate of pay for additional time worked as
3 follows:

4 1. In excess of eight (8) hours in any work day for a
5 five-day-a-week employee;

6 2. In excess of ten (10) hours in any work day for a
7 four-day-a-week employee;

8 3. In excess of forty (40) hours in any work week.

9 4. In excess of twelve (12) hours in any work day for employees
10 working twelve (12) hour shifts pursuant to an agreement conforming with Article
11 14(7).

12 B. All work performed on an employee's scheduled second or third day of
13 rest will be paid at the rate of two (2) times the employee's regular rate of pay,
14 provided the employee has worked on the first day of rest.

15 C. Mandatory Overtime. Employees may sign up or volunteer for overtime
16 shifts offered by the work unit. It is the desire of the parties that employees have at
17 least 12 hours of rest between shifts, but when mandatory overtime shifts become
18 necessary the four (4) hours of mandated work beyond the 12 hours are paid at two
19 times their rate of pay. A standard procedure is followed before mandatory shifts are
20 instituted.

21 D. If the employer and employee voluntarily agree in advance that the
22 employee will work longer hours one day and offset them on an hour for hour basis
23 by shorter hours on a work day in the same work week as provided by Article 14,
24 section 1, subsection D above, no time worked on the longer work day is deemed
25 overtime for pay purposes. If such agreement is not made and implemented, regular
26 overtime rules under Article 15, section 4, subsection A above apply.

27 E. If consistent with the needs of the County, an employee may elect time
28 off from work in lieu of overtime pay. In such case, the employee shall receive one
29 and one-half (1.5) hours off or two (2) hours off for each hour of overtime worked,
30 depending upon and determined by the rate at which he or she would otherwise be

1 paid for overtime in accordance with subsection (A) and (C) of this section.
2 Compensatory time off may be accumulated up to two hundred forty (240) hours.

3 F. Employees shall have ten (10) hours of rest after the end of one regular
4 and mandatory shift (two consecutive shifts) and the commencement of their next
5 regularly scheduled shift. Employees who are ordered vs scheduled to return to their
6 next regularly scheduled shift without ten (10) hours of rest shall be paid 1 ½ times
7 their regular base rate of pay for all hours worked on their next regularly scheduled
8 shift. This pay is in addition to any other premium pay/shift differential for which the
9 employee qualifies.

10 Employees who exercise the option of having ten (10) hours of rest before the
11 beginning of their next regularly scheduled shift may charge the first two (2) hours of
12 their shift to vacation, personal holiday or leave without pay. This section does not
13 apply to employees who voluntarily return with less than ten (10) hours between their
14 shifts.

15 5. Stand-by and Call-Back Pay.

16 A. Stand-by. Employees on a regular work schedule who are placed on
17 "stand-by" duty beyond their regularly scheduled work day or work week and are
18 assigned an answering device for stand-by purposes, shall be paid two dollars
19 (\$2.00) per hour they are on stand by status.

20 Employees on stand-by duty who are called in to work shall be compensated
21 in compensatory time off or payment for the time worked at one and one-half (1.5)
22 times their straight time hourly rate. Such employees are guaranteed a minimum
23 credit of three (3) hours' work for each occasion on which they are called in. In the
24 event an employee is unable to use earned compensatory time, then the employee
25 shall receive payment for the unused compensatory time at the overtime rate earned.

26 Employees on stand-by duty who take a phone call at home shall be paid at
27 their regular rate of pay in 15 minutes increments. If a person giving advice by phone
28 talks for ten (10) minutes he or she shall be paid for 15 minutes. If a person giving
29 advice by phone talks for 25 minutes he or she shall be paid for thirty (30) minutes,
30 etc. Multiple calls less than fifteen (15) minutes between the end of the 1st and
31 beginning of the 2nd (or more) calls will be considered one (1) call.

1 Work which is performed under this section shall be defined as work
2 performed by an employee who is called back to work or consulted by phone away
3 from work after having left the County facilities. It shall not include work performed
4 immediately prior to or immediately after the regular daily work shift.

5 B. Call-Back. An employee not on stand-by who is called back to work on
6 any day other than his or her regularly scheduled work day shall be paid a minimum
7 of four (4) hours at the rate of time-and-one-half (1-1/2), if a full-time employee, or
8 four (4) hours straight time, if a part-time employee.

9 6. Reporting Pay. An employee who is scheduled to report for work and who
10 presents himself or herself for work as scheduled, but where work is not available for
11 him or her, shall be excused from duty and paid at his or her regular rate for a day's
12 work.

13 7. Reimbursement for Required Use of Personal Automobile.

14 A. Employees who are required to use their vehicle, as determined by the
15 County, shall be reimbursed at the rate approved by the IRS for non-taxable
16 reimbursement per mile. Employees shall be assigned a regular reporting site, and if
17 required by the County to report for work at an alternate work site, the employee shall
18 be entitled to mileage reimbursement, the difference in mileage to and from their
19 regular work site and the alternate work site, if reporting directly from home to the
20 alternate work site is a further distance.

21 B. To qualify for the fifty dollars (\$50.00) for full time employees and thirty
22 five dollars (\$35.00) for part time employees mileage base reimbursement employees
23 must be required by the County, as a condition of their current job assignment, to
24 have a vehicle available daily. They must routinely report to more than one site in a
25 day and/or be required to make field visits. The fifty dollars (\$50.00) for full time
26 employees and thirty five dollars (\$35.00) for part time employees, per month base
27 reimbursement shall be for vehicle maintenance and insurance allowance.

28 It is further understood and agreed that employee(s) must be in active pay
29 status to qualify and receive mileage base reimbursement. All other employees that
30 use their own vehicles shall only be reimbursed at the IRS rate set forth in Section 7.
31 A above.

1 8. Parking.

2 A. For those employees required to use their vehicle, determined by the
3 County, as a condition of employment and whose permanent reporting station is
4 downtown core area (Defined as Burnside N, Market S, Naito Parkway E, Hwy 405
5 W), parking shall be provided for each employee by the County within a reasonable
6 distance of that location. In addition, the County agrees to meet with the Building
7 Security Sergeant and the Association to coordinate means whereby a nurse
8 assigned to a downtown jail facility during night operation may upon request be
9 escorted to his or her parking place.

10 B. Employees entitled to but unable to find parking as provided for in item
11 "A" above shall be reimbursed for any parking fees incurred in the course of
12 business. In addition, the following shall apply to an employee who is not required to
13 use their personal automobile as a condition of employment. If such employee is
14 authorized to use the employee's personal automobile on County business, the
15 employee will be reimbursed for parking fees necessary on such business. However,
16 no reimbursement will be made if, in light of the nature of the business, the
17 employee's schedule, and any equipment that the employee must carry to the
18 business site, the employee could have reasonably parked at any County lot
19 designated by the Department for such use. The employee's immediate supervisor
20 shall determine whether to authorize such ad hoc use of personal automobiles. Such
21 authorization shall only be valid if received by the employee in writing in advance of
22 the trip. A copy of such authorization shall be submitted with the employee's parking
23 reimbursement request. Supervisors shall make every effort to facilitate the use of
24 less congestive alternative transportation, insofar as practical, before authorizing
25 such ad hoc use. The County agrees to establish a procedure in cooperation with
26 ONA for reimbursement of such fees. Field Community Health Nurses who are
27 regularly assigned to the Southwest/Northwest area of the City with metered streets,
28 shall be compensated an additional ten dollars (\$10.00) per month above the regular
29 mileage reimbursement base.

30 9. Transit Subsidy

31 A. Statement of Purpose

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

7 B. Scope of Subsidy

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

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

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

16 C. Procedural Requirements

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

21 10. Pay Upon Promotion. Employees promoted to a higher classification will be
22 placed at a step within the new range which results in a salary increase of not less
23 than one (1) step above former salary.

24 11. Pay Upon Entry. An employee may be credited for past work experience,
25 clinical expertise, or advanced education, and hired at a wage higher than step one
26 (1) in the job classification upon request by the appointing authority with approval of
27 the Department's Human Resources Manager. Successful applicants will at the time
28 of hire be given a copy of the department's policy concerning step placement and a
29 copy of the worksheet used by the hiring manager to determine the applicant's entry
30 step. A copy of the worksheet will be placed in the employee's personnel file.

12. Nurse Practitioner Certification. An employee may not be classified or paid as a Nurse Practitioner unless he or she holds current certification as such from the Oregon State Board of Nursing (or its successor), and is actually assigned to and does perform Practitioner duties.

13. Lead Assignments.

A. Definition. The Lead Nurse concept is to be utilized when the work situation dictates that the nurse who usually performs the same work as the other nurses in the work unit is, in addition, delegated limited supervisory duties when, in the County's judgment, such duties are not within the scope of the job description.

B. Compensation. When a nurse is assigned by an appropriate supervisor and performs Lead Nurse duties, he or she will receive a differential of six and one-half percent (6.5%) of his or her assigned rate beginning from the first day of such assignment.

14. Retirement.

A. PERS/OPSRP MEMBERSHIP. Employees shall be eligible for participation in the Oregon Public Employee Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP) pursuant to ORS 237 and 238A subject to the terms and conditions of the Agreement, dated February 1, 1982, integrating the Multnomah County Employees' Retirement System and PERS, such Agreement having been entered into between the Public Employee Retirement Board and Multnomah County pursuant to the provisions of ORS 237.051.

B. Sick Leave in Application to Final Average Salary. In accordance with the terms of ORS 237.153, one-half the accumulated unused sick leave with pay will be applied to final average salary for the purpose of pension benefit determination.

C. The County shall "pick-up" employee contribution to PERS or OPSRP, six percent (6%) as provided by ORS 238.205(5)(a) and ORS 238A.330. If for any reason the ORS 238.205(5)(a) or ORS 238A.330 "employer pick-up" is no longer legally available the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%) and return to the limited "pick up" provided for prior to the resumption of PERS/OPSRP pick-up in 1999, including but not limited to the terms of compensation for non-PERS/OPSRP members. Pursuant

1 to ORS 238.205(6) and ORS 238A335(1) and (2)(a), the parties agree and
2 acknowledge that employee compensation was reduced in order to generate the
3 funds needed to make these employee contributions to the employee accounts; the
4 employer will file any required notices with the Public Employees Retirement Board.

5 D. OPSRP Employer Contribution. Pursuant to ORS 238A.340, the
6 employer agrees to make employer contributions to the individual account program of
7 its OPSRP members in an amount equal to 6% of salary.

8 15. Corrections Nursing Premium. Each employee assigned to one of the
9 correctional facilities shall be paid an hourly premium as follows:

10	Licensed Community Practical Nurse	\$1.25/hour
11	Community Health Nurse	\$1.45/hour
12	Nurse Practitioner	\$1.75/hour
13	Physician Assistant	\$1.75/hour

14 16. Weekend Differential. Bargaining unit members will receive a two dollar (\$2.00)
15 per hour weekend differential for each such hour worked on Friday from 9:30 p.m.
16 until midnight, on Saturday, or on Sunday before 9:30 p.m.

17 17. Overpayments and Payments in Violation of Contract

18 Any employee receiving unauthorized payments has the obligation to call such
19 error to the attention of his or her supervisor.

20 As soon as the overpayment is known, the County will make every effort to
21 recover such overpayments, by payroll deduction over a reasonable period of time as
22 determined by the Department Personnel Director in consultation with the employee.

23 Where an error occurs which results in a negative impact on the employee,
24 upon notification by the employee, and verification by the payroll division, payment in
25 correction of the error shall be made in the employee's paycheck for the current pay
26 period.

27 18. Longevity Pay. Effective July 1, 1999, employees who have twenty (20) years
28 of service in positions covered by the ONA bargaining unit shall receive a longevity
29 pay increase two percent (2.0%) above the base step rate he or she would otherwise
30 receive. Longevity pay shall be deemed part of the employee's regular base pay
31 rate.

1 19. Bilingual Pay. A differential of four percent (4%) over base rate will be
2 paid to employees in positions which specifically require, and who have been
3 directed to translate to and from English to another language (including the use of
4 sign language) as a condition of employment. The proficiency level for interpretation
5 and translation skills will be assigned by management and contained in an
6 employee's individual position description.

ARTICLE 16

PERFORMANCE EVALUATION

1
2
3
4
5
6

All bargaining unit members shall receive a performance evaluation on an annual basis. Clinical observation where required shall be performed by an appropriate licensed nursing personnel.

ARTICLE 17

PROFESSIONAL STAFF DEVELOPMENT

1. Continuing Education (Upon Completion of Probationary Period):

A. Nurse Practitioners and Physician Assistant

a. Requirements:

Each Nurse Practitioner and Physician Assistant will participate in at least, forty (40) hours per year of accredited continuing education activities which are directly related to the employees responsibilities. Records of participation should be submitted at each annual performance evaluation.

b. Education Expenses:

1) Allocations of bargaining unit travel and training will be determined annually through the budgetary process. Allocation for Nurse Practitioner and Physician Assistant will be equivalent to Physicians. The maximum annual allotment will be proportional to budgeted FTE.

2) Tuition, travel, meals and lodging, certification examination fees, books, journal subscriptions and home study courses are all reimbursable expenses. Books and journals purchased through travel and training funds are the property of Multnomah County and must remain at the worksite for the use of all staff members.

3) Requests for disbursement and/or reimbursement of funds will be submitted for approval to the employee's manager or their designee on the appropriate form.

c. Time Off Requests:

1) Requests for time off will be made to managers in a manner identical to vacation leave requests. Employees will note leave on their TAR. Managers will be responsible for tracking paid leave.

2) Requests will be submitted six weeks prior to the anticipated leave to allow for scheduling. Six week deadline will be waived for units returning from limited duration layoff. Requests submitted after the six-week deadline may be approved at the discretion of the manager.

- 1 3) If multiple persons request the same dates off, all involved parties will
2 negotiate which requests take priority based on protocols established at
3 each work site.

4 d. Paid Leave for Educational Activities:

- 5 1) Each 1.0 FTE will receive up to five working days per year of paid leave
6 for approved CE activities. Employees may receive additional hours at
7 the manager's discretion. Part-time employees shall receive a prorated
8 amount of paid leave (see below).
9 2) Employees working less than 1.0 FTE cannot accumulate paid leave in
10 any given week in excess of their regularly scheduled days that week.
11 In any given week the total number of paid days spent performing
12 regular duties plus paid days on CE leave must equal the total number
13 of regularly scheduled days that week. In other words, employees are
14 paid for their regularly scheduled days that week regardless of how they
15 split their time between clinic and conference.
16 3) Employees attending conferences on days they do not normally work
17 may take leave from their regularly scheduled days that same week (flex
18 time). Any such flex time must be taken the same week. It cannot be
19 saved up to be taken at a later time.
20 4) Employees will be responsible for accurate entry of time off as
21 "educational leave" on their time sheet. Managers may ask for
22 documentation of attendance if desired.

<u>FTE</u>	<u>CE Required/yr</u>	<u>Paid Leave/yr</u>
.5	5 days	2.5 days
.6	5 days	3 days
.7	5 days	3.5 days
.8	5 days	4 days
.9	5 days	4.5 days
1.0	5 days	5 days

31 B. Community Health Nurse and Licensed Community Practical Nurses

32 a. Eligibility

Each Community Health Nurse will be eligible to take up to 24 hours paid leave per year (12 hours for part-time employees) for education activities which are directly related to the employee's responsibilities.

Each Licensed Community Practical Nurse will be eligible to take up to 16 hours paid leave per year (8 hours for part-time employees) for education activities which are directly related to the employee's responsibilities.

b. Time Off Requests:

1) Requests for time off will be made to managers in a manner identical to vacation leave requests. Employees will note leave on their TAR. Managers will be responsible for tracking paid leave.

2) Requests will be submitted six weeks prior to the anticipated leave to allow for scheduling. Six week deadline will be waived for units returning from limited duration layoff. Requests submitted after the six-week deadline may be approved at the discretion of the manager.

3) If multiple persons request the same dates off, all involved parties will negotiate which requests take priority based on protocols established at each work site.

2. Unpaid Educational Leave.

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

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

3. Tuition Reimbursement.

The County will reimburse an employee for the cost of tuition for any course of study taken on the employee's own time which, in the County's judgment, is related to the employee's position and will result in improved performance, subject to the

1 County's budgetary limitations and priorities. Preference will be given to reimburse
2 any nurse for courses that are:

- 3 • Required as a prerequisite to enroll in a BSN or MSN program, or;
- 4 • Required as a part of the nurse's current enrollment in a BSN or
5 MSN program. Employees shall apply for approval of the request
6 for reimbursement at least five (5) days prior to the proposed
7 enrollment. If approved prior to enrollment, the County will make
8 reimbursement within thirty (30) days after proof of satisfactory
9 completion of the course.

10 In addition, employees who have been granted leaves of absence with or
11 without pay for educational purposes to attend conferences, seminars, briefing
12 sessions, or other functions of a similar nature that are intended to improve or
13 upgrade the individual's skill or professional ability, will have the cost of registration
14 and/or incidental expenses paid by the County upon prior approval of the Department
15 head. Priorities for expenditures of any funds under this section shall be established
16 by the County by considering together under the same criteria all pending requests
17 for such funding made by bargaining unit members.

18 4. In- Service Classes.

19 In-service classes will continue to be offered and regularly scheduled for
20 employees. Attendance may be required for a particular classification or individual
21 employee. Some attendance may be optional. All in-service classes will be paid at
22 the employee's regular rate of pay unless the training takes place at a time assigned
23 a shift differential. Then employee will be paid at the rate paid for the shift in which
24 the training takes place. Annual needs assessment with bargaining unit members
25 and work teams will be conducted for clinical and practice educational needs.

26 In an effort to improve the presentation and content of regularly scheduled in-
27 services classes, and upon request by the Association, department representative(s)
28 will consult with Association representative(s) regarding in-service courses
29 presentation and content.

ARTICLE 18
EMPLOYMENT STATUS

1. Extension of Probationary Period. An employee's probationary period may be extended by written agreement of the appointing authority, the Association and the affected employee.

2. Resignations. All nurses shall give the County not less than ten (10) work days advance written notice of the effective date of their resignation. Failure to give such notice forfeits any right to accumulated vacation, holiday and sick leave benefits. Exceptions may be made in extenuating circumstances by the appointing authority.

3. Other Terminations. The County shall give any employee a ten (10) work day written notice prior to termination of employment; or if less notice is given, the difference between the number of days notice given and the required number shall be paid to the employee at the regular rate of pay; provided, however, that no such advance notice or pay in lieu thereof shall be required for employees who are discharged for gross violations of conduct and/or County rules.

4. Termination Interviews. Upon termination of employment, full-time and part-time nurses shall be granted an interview with the appointing authority if the employee so desires and requests.

ARTICLE 19
DISCIPLINARY ACTION

1
2
3
4 1. Employees may be subject to disciplinary action by oral or written reprimand,
5 demotion, reduction in pay, suspension, or dismissal, or any combination thereof;
6 provided, however, that such action shall take effect only after the appointing
7 authority gives telephonic or written notice to the Association and Grievance
8 Committee. This notice provision shall not apply to oral or written reprimands.

9 2. Any permanent, non-probationary employee who is reduced in pay, demoted,
10 suspended, or dismissed shall have the right to appeal the action solely and
11 exclusively through the Grievance Procedure. The Association may submit such
12 grievance at Step II or Step III of the grievance procedure. The standard of review of
13 disciplinary actions appealed under this sub-section shall be the "in good faith for
14 cause" standard.

15 3. Any non-probationary employee who is given a written or oral reprimand may
16 utilize the first two (2) steps of the grievance procedure (in succession) in order to
17 appeal and solicit modification or withdrawal of the action taken. Any employee who
18 is given a written reprimand shall have the right to have his or her written and dated
19 response placed in his or her personnel file. Any employee may request and have
20 removed from his or her personnel file any written reprimand and/or reference to oral
21 reprimand and any response by the employee which is more than two (2) years old;
22 provided, that no subsequent disciplinary action has been taken (within the two (2)
23 years prior to the date of the request) for reoccurrence of the same or similar
24 problem(s) giving rise to the original reprimand.

25 4. If the County has reason to reprimand an employee, every reasonable effort
26 will be made to accomplish the reprimand in a manner that will not embarrass the
27 employee before other employees or the public.

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

ARTICLE 20
SETTLEMENT OF DISPUTES

1
2
3
4 1. Grievance Procedure. Any grievance or dispute which may arise between the
5 parties, involving the application, meaning or interpretation of this Agreement, shall
6 be settled in the following manner:

7 Step I: After first attempting to resolve the grievance informally, any employee
8 or the Association may present in writing such grievance to the employee's
9 immediate supervisor within fourteen (14) calendar days of the alleged contractual
10 violation; if, at the time of the alleged violation, the employee or his or her
11 representative is unaware of its occurrence, a grievance may be presented in writing
12 within fourteen (14) calendar days of the time the employee first has knowledge or
13 should have had knowledge of its occurrence. A grievance may not be initiated
14 concerning an event after sixty (60) days have elapsed; however, in no way is this
15 provision to be interpreted as affecting the pursuance of grievances which are of a
16 continuing nature (i.e., the breach continues and is not a single isolated incident).
17 The grievance notice shall include a statement of the grievance and relevant facts,
18 applicable provisions of the contract, and remedies sought. The supervisor shall then
19 attempt to adjust the matter and respond, in writing, to the employee or his or her
20 representative within fourteen (14) calendar days, provided however, that a written
21 request for fourteen (14) day extension mailed or presented to the ONA grievance
22 officer with a copy to the Association representative shall be granted.

23 Step II: If the grievance has not been answered or resolved, it may be
24 presented in writing by the employee or his or her representative to the department
25 head or Human Resources within fourteen (14) calendar days after the response is
26 due from the supervisor. The department head shall respond to the employee or his
27 or her representative, in writing, within fourteen (14) calendar days.

28 Step III: If the grievance has not been answered or resolved at Step II, it may
29 be presented, in writing, by the grievant or representative to the County Chair, or
30 County Labor Relations, within fourteen (14) calendar days after the response of the

1 department head is due. The County Chair, or his or her designee(s), shall respond
2 in writing to the grievant or representative within fourteen (14) calendar days.

3 County Grievances: When the County has a grievance, it may be presented in
4 writing to the Association through the County Chair or his or her representative. The
5 parties will each then promptly appoint two (2) persons to serve as a Board of
6 Adjustment to consider the grievance of the County and resolve the dispute. If the
7 Board of Adjustment is unable to resolve the dispute within fourteen (14) calendar
8 days of the notification to the Association, then the County may request arbitration
9 under Step V of this Grievance Procedure, by written notice to the other party. This
10 procedure for County grievances is not exclusive and the County expressly retains
11 the right to alternately proceed with any other action, including court proceedings, it
12 may deem in its discretion to be advisable or warranted.

13 Step IV: If the grievance has not been answered or resolved at Step III, either
14 party may, within fourteen (14) calendar days after the expiration of time limit
15 specified in Step III, request arbitration by written notice to the other party.

16 Step V: Arbitration. After the grievance has been submitted to arbitration, the
17 parties, or their representatives, shall jointly request the Federal Mediation and
18 Conciliation Service for a list of the names of seven (7) arbitrators. The parties shall
19 select an arbitrator from the list by mutual agreement. If the parties are unable to
20 agree on a method, the arbitrator will be chosen by the method of alternate striking of
21 names(s), the order of striking to be determined by lot. One (1) day shall be allowed
22 for the striking of each name. The final name left on the list shall be the arbitrator.
23 Nothing in this section shall prohibit the parties from agreeing upon a permanent
24 arbitrator or permanent list.

25 The parties agree that no less than five (5) days prior to any scheduled
26 arbitration hearing they will mutually exchange copies of all exhibits intended to be
27 offered at the hearing, except the work product of any attorney or authorized
28 representative involved.

29 The arbitrator shall be requested to begin taking evidence and testimony
30 within a reasonable period after submission of the request for arbitration, taking into
31 account the schedules of the parties, representatives, and witnesses, as well as that

1 of the arbitrator; and he or she shall be requested to issue his decision within thirty
2 (30) days after the conclusion of testimony and argument. The parties hereby vest
3 the arbitrator with authority to compel the attendance of witnesses on behalf of either
4 party by issuance of a subpoena, the cost of which shall be borne by the party
5 requesting the subpoena.

6 The arbitrator's decision shall be final and binding, but he or she shall have no
7 power to alter, modify, amend, add to, or detract from the terms of the Contract. His
8 or her decision shall be within the scope and terms of the Contract and in writing.
9 Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60)
10 days prior to the date the grievance was first filed with the supervisor, and it shall
11 state the effective date of the award.

12 Expenses for the arbitration shall be borne by the losing party. The "losing
13 party" shall be designated by the arbitrator but shall be one or the other of the two
14 parties to the arbitration.

15 Each party shall be responsible for compensating its own representatives and
16 witnesses. If either party desires a verbatim recording of the proceedings, it may
17 cause such a record to be made, on the condition that it pays for the record and
18 makes copies available without charge to the other party and the arbitrator.

19 Any time limits specified in the grievance procedure may be waived by mutual
20 consent of the parties. A grievance may be terminated at any time upon receipt of a
21 signed statement from the aggrieved party that the matter has been resolved.

22 2. Processing Grievances. Grievance Committee members may investigate and
23 process grievances during working hours, within reasonable limits, without loss of
24 pay, and all efforts shall be made to avoid disruptions and interruption of work. The
25 Association shall provide the County's Office of Labor Relations (or its successor)
26 with a current listing of all Grievance Committee members. The Association shall
27 provide updates of this list as changes occur.

28 3. County-Association Meetings. The County Chair, or his or her
29 representative(s), shall meet at mutually convenient times with the Association
30 committee. All such meetings shall be held during normal working hours on County
31 premises without loss of pay and the parties will so schedule such meetings as far as

- 1 practical to avoid disruptions and interruption of work. The Association committee
- 2 shall consist of not more than three (3) members selected by the Association.

ARTICLE 21
GENERAL PROVISIONS

1
2
3
4 1. No Discrimination. The provisions of this Agreement shall be applied equally
5 to all employees in the bargaining unit without discrimination as to age, marital status,
6 race, color, sex, sexual orientation, creed, religion, national origin, political affiliation,
7 gender identity, source of income, familial status, disability or physical and mental
8 handicap unless there are bona fide job-related reasons. In the event the employer's
9 obligations under the Americans with Disabilities Act (ADA) and this agreement
10 conflict, the ADA shall prevail. The Association shall share equally with the County
11 the responsibility for applying the provisions of the Agreement.

12 The County and the Association agree not to interfere with the rights of
13 employees to become members or refrain from becoming members of the
14 Association. The County and the Association further agree that there shall be no
15 discrimination against any employee as a result of an employee's membership status
16 or activity in the Association, provided, that such activity does not interfere with the
17 effectiveness or efficiency of County operations.

18 2. Bulletin Boards. The County agrees to furnish and maintain suitable bulletin
19 boards in convenient places in each work area to be used by the Association. The
20 Association shall limit its postings of notices and bulletins to such bulletin boards. All
21 postings of notices and bulletins by the Association shall be effectual in nature and
22 shall be signed and dated by the individual doing the posting.

23 3. Visits by Association Representatives. The County agrees that accredited
24 representatives of the Oregon Nurses Association, upon reasonable and proper
25 introduction, shall have reasonable access to the premises of the County at any time
26 during working hours to conduct Association business. The Association agrees that
27 such visits will cause no disruptions or interruptions of work. The County will make a
28 meeting area available with prior notice.

29 4. Rules. The County agrees to furnish each employee in the bargaining unit
30 with a copy of all existing work rules thirty (30) days after they become effective.
31 New employees shall be provided a copy of the rules at the time of hire.

1 5. Changes in Existing Conditions. The County will solicit and be receptive to the
2 input of the Association regarding any changes in working conditions proposed by
3 the County.

4 6. Supremacy of Contract. To the extent allowable by law, whenever a conflict
5 arises between this Agreement and Multnomah County Code 3.10 or its successor,
6 this agreement shall prevail.

7 7. Definitions. By this reference, the definitions contained in Addendum C are
8 made a part of this Agreement.

9 8. Contract Orientation and Distribution.

10 A. Within thirty (30) days of the signing date of this Agreement, the County
11 will supply the Association with sufficient copies of the Agreement for distribution to
12 all members of the bargaining unit.

13 B. As a part of a new employee's orientation, he or she shall be provided
14 with a copy of the Agreement and names of bargaining unit representatives.

15 C. New Hire Orientation. The County shall provide paid release time to
16 one member of the Association negotiating committee to attend Department new
17 employee orientation sessions. The committee member shall be allowed fifteen (15)
18 minutes to discuss Association membership and activities with newly hired
19 employees. The County will notify the Association bargaining unit chairperson or
20 designee of the schedule for Department orientation sessions.

21 9. Safety Inspection. As the County Chair's designee, the Central Human
22 Resources Manager, or a member of the Human Resources Division staff designated
23 by him or her, or in its own capacity the statutory safety committee shall no less than
24 annually visit and inspect all facilities within the Division of Corrections to which
25 nurses are assigned, for the purpose of identifying and attempting to remedy
26 conditions which may jeopardize the safety of nursing staff.

27 10. Professional Nursing Forum. The County continues to recognize the
28 importance of utilizing the professional expertise of the bargaining unit nurses,
29 including development of their professional and leadership skills. To meet these
30 goals, and the goal of better patient care, the County shall continue to support a
31 Professional Nursing Forum (PNF) and bargaining unit nurses may attend without

1 loss of pay. Within budgetary limits, the County shall make every effort to allow
2 bargaining unit nurses to regularly attend Forum and Forum Committee meetings.

3 11. Nurse Employment Relations Committee. To promote harmonious relations
4 and aid internal communication, the parties agree to establish a Nurse Employment
5 Relations Committee ("N-ERC") within thirty (30) days following the signing of the
6 contract. The County's N-ERC members will be the Health Department Director (or
7 designee) and a representative from the County's Labor Relations Division. The
8 Association shall designate four (4) employee members who will be released from
9 duty to serve on the N-ERC without loss of pay. If the meeting is held at a time
10 outside the member's regularly scheduled hours of work, he or she shall be permitted
11 to flex his or her regular schedule within the FLSA workweek to compensate. The
12 member and his or her schedule shall confer in advance of the meeting to determine
13 a mutually agreeable flex schedule to achieve this purpose. In selecting members,
14 the Association will select no more than one (1) employee from a particular
15 organizational unit at one time and take into account such other considerations as
16 are necessary to prevent disruption of operations. The Association may also
17 designate its business representative to serve as a fifth member, if it desires. Either
18 party may sponsor additional attendees at a particular meeting of the N-ERC after
19 conferring with the Labor Relations Division representative and ONA business
20 representative; PROVIDED, that the release of additional employee attendees must
21 be approved by the employee's immediate supervisor. The N-ERC will establish
22 regular quarterly meetings during normal working hours and will schedule such
23 meetings insofar as practical to avoid disruptions and interruptions of work. The
24 Committee may discuss any matter pertinent to maintaining good employer-
25 employee relations. Each party will attempt to give the other reasonable advance
26 notice, insofar as practical, of the agenda items it wishes to discuss at the next
27 meeting. The parties first meeting shall occur within sixty (60) days following signing
28 of this agreement by both sides. The initial primary focus will be a collaborative effort
29 to improve service delivery and staffing needs.

30
31 12. Contract Work.

1 A. Unless mutually agreed, the County will not contract out or subcontract
2 any work now performed by employees covered by this Agreement when such would
3 result in layoff of any bargaining unit employee(s) and the County is unable to find
4 suitable or comparable alternate employment for the employee(s). However, this
5 provision shall not apply to contracting out or sub-contracting work when such was
6 anticipated and considered as a part of the budgeting process and when the
7 Association Representative has been notified of the specific plan and its probable
8 impact at least thirty (30) days prior to adoption of the annual executive budget or
9 formal Board consideration of budget modifications.

10 B. The County agrees to meet with the Association to discuss the effect of
11 proposed contracting out or sub-contracting prior to the presentation of the proposal
12 to the County Chair or Board for formal action.

13 C. The County further agrees to meet with the Association at its request, to
14 explore the alternative of work force reduction by attrition.

15 13. Loss of Personal Property. An employee who suffers loss of personal property
16 arising out of the performance of his or her duties and who has his or her claim for
17 reimbursement denied by the County, may submit such claim to the Central Human
18 Resources Manager or his or her designee(s) for review at the next
19 County-Association meeting. In no event will payment be made when the
20 employee's loss is recoverable through any insurance claim available to the
21 employee. Approval of claims shall be subject to agreement by both the Association
22 and the County.

23 14. Inclement Weather and Natural Disasters Policy. The County reserves the
24 right to establish policy with respect to attendance at work during inclement weather
25 or a natural disaster, and further reserves the right to determine whether or not an
26 event qualifies as such under the terms of any such policy. Any time an employee is
27 unable to be at work as scheduled due to such an event, may, at the employee's
28 discretion, be charged to:

- 29 ▪ Vacation Leave
- 30 ▪ Saved Holiday Time
- 31 ▪ Compensatory Time

1 ▪ Leave Without Pay

2 Provided, further, however, that an employee who attempts to get to work in
3 such a County declared event, but is unavoidably delayed, shall not have time
4 charged to one of the above categories unless he or she is two or more hours late, in
5 which event all time late will be charged.

ARTICLE 22

SAVINGS CLAUSE AND FUNDING

1
2
3
4 1. Savings Clause. Should any Article, section, or portion thereof of this
5 Agreement be held unlawful and unenforceable by any court of competent
6 jurisdiction, or any administrative agency having jurisdiction over the subject matter,
7 such decision shall apply only to the specific Article, section, or portion thereof
8 directly specified in the decision. Upon the issuance of any such decision, the parties
9 agree immediately to attempt to negotiate a substitute, if possible, for the invalidated
10 Article, section, or portion thereof. All other portions of this Agreement, and the
11 Agreement as a whole, shall continue without interruption for the term hereof.

12 2. Funding. The parties recognize that revenue needed to fund the wages,
13 benefits, and budget-related existing conditions provided by the Agreement must be
14 approved annually by established budget procedures. All such wages, benefits, and
15 budget-related existing conditions are, therefore, contingent upon sources of revenue
16 and annual budget approval. The County has no intention of cutting the wages and
17 benefits specified in this Agreement because of budgetary limitations, but cannot and
18 does not guarantee any level of employment in the bargaining unit covered by this
19 Agreement. The County agrees to include in its annual budget request amounts
20 sufficient to fund the wages and benefits provided by this Agreement, but makes no
21 guarantee as to the passage of such budget request pursuant to established budget
22 procedures. This Section 2 and County action hereunder shall not be subject to the
23 Resolution of Disputes Procedures hereinbefore set out.

ARTICLE 23
ENTIRE AGREEMENT

1
2
3
4 1. The parties acknowledge that during the negotiations which resulted in this
5 Agreement each had the unlimited right and opportunity to make demands and
6 proposals with respect to any subject or matter not removed by law from the area of
7 collective bargaining, and that the understandings and agreements arrived at by the
8 parties after the exercise of that right and opportunity are set forth in this Agreement.
9 This Agreement constitutes the sole and entire existing agreement between the
10 parties. Except as specifically modified by or treated in this Agreement, all policies,
11 matters, questions and terms affecting unit employees in their employment
12 relationship with the County shall be governed by the rules and regulations of the
13 Human Resources Department, and by Multnomah County Code 3.10 or its
14 successor. The County and the Association for the life of this Agreement each
15 voluntarily and unqualifiedly waives the right, and agrees that the other shall not be
16 obliged, to bargain collectively with respect to any subject or matter referred to or
17 covered by this Agreement, even though such subject or matter may not have been
18 within the knowledge or contemplation of either party or both parties at the time that
19 they negotiated and signed this Agreement.

20 2. Nothing in this Article shall preclude:

21 A. The parties during the term of this Agreement
22 from voluntarily entering into amendments to the Agreement, or

23 B. The Association and the County Chair, or his or her designee(s) for
24 Labor Relations from voluntarily entering into Memoranda of Understanding,
25 Interpretation, or Exception concerning matters of contract administration, or

26 C. The Association or County from requesting a County Association
27 meeting to discuss matters related to terms and conditions of employment.

28 3. If the County wishes to implement actions that would otherwise violate this
29 agreement, the County and Association shall confer under 2.B above and decide
30 within 14 days after notice of the proposed action whether to authorize a departure

- 1 from the labor agreement. Such departures shall be for a stated time, with a stated
- 2 scope and purpose, and shall only be by mutual agreement.

ARTICLE 24
TERMINATION

This Agreement shall be effective July 1, 2007, and shall remain in full force and effect through the 30th day of June 2012. This Agreement shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than February 1, 2012, or one-hundred and twenty (120) days prior to any subsequent anniversary date that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the Parties hereto have set their hands this _____ day of _____, 2007.

OREGON NURSES ASSOCIATION

Angela Warnock

Janine Tebeau-Jemerson

Carol Simmons

Judy Schaffer

Laura Adania

Helen Rodman

Dee Scholes

Donna Fish

NEGOTIATED:

Rob Nosse, Labor Relations
Representative, Oregon Nurses
Association

BOARD OF COUNTY COMMISSIONERS
For Multnomah County, Oregon

Ted Wheeler, County Chair

Maria Rojo de Steffey, Commissioner

Jeff Cogen, Commissioner

Lisa Naito, Commissioner

Lonnie Roberts, Commissioner

NEGOTIATED BY:

Jim Younger, HR Manager
Multnomah County, Oregon

REVIEWED:
Agnes Sowle, County Attorney
For Multnomah County, Oregon

By _____
Kathryn Short
Assistant County Attorney

ADDENDUM A

SALARY SCHEDULE FOR ONA BARGAINING UNIT

Wages effective July 1, 2007: Effective July 1, 2007 the following wage rates shall apply for the steps indicated to employees on the payroll as of the date this agreement is signed by both parties hereto. Such rates reflect an increase of two point seven percent (2.7%) over June 30, 2007 rates including step adjustment for Nurse Practitioner and Physician Assistant per Article 15, Section 1(A).

<u>CLASSIFICATION</u>	1	2	3	4	5	6	7	8	9
LICENSED COMMUNITY PRACTICAL NURSE	17.70	18.37	19.09	19.78	20.49	21.10	21.75	22.39	23.08
COMMUNITY HEALTH NURSE	23.78	24.69	25.60	26.55	27.54	28.58	29.66	30.54	31.46
NURSE PRACTITIONER	33.70	34.69	35.75	37.17	38.68	39.82	41.01	42.24	43.51
PHYSICIAN ASSISTANT	33.70	34.69	35.75	37.17	38.68	39.82	41.01	42.24	43.51

ADDENDUM B

DEFINITIONS

1. Continuous service. Means uninterrupted employment with Multnomah County subject to the following provisions:

A. Continuous service shall include uninterrupted employment with another governmental agency accomplished in accordance with and subject to ORS 236.610 through 236.650.

B. For purposes of determining length of service prior to July 1, 1975, an interruption in employment of fourteen (14) months or less shall constitute continuous service, in addition to those individually documented cases previously approved by the Board of County Commissioners, the Chair, or Employee Services counsel.

C. For purposes of determining what constitutes a break in employment after July 1, 1975 continuous service is terminated by voluntary termination, involuntary termination due to expiration of a layoff list, or discharge for cause.

2. Full-time employee. An employee regularly scheduled to work thirty-two (32) or more hours per week if on an eight (8) hour per day schedule; or an employee regularly scheduled to work thirty (30) or more hours per week if on a ten (10) hour per day schedule.

3. Managerial employee. Means a person who formulates policy or has a major role in the administration of policy; provided, that such role is not of a routine or clerical nature and requires the exercise of independent judgment.

4. On-call employee. An individual hired to perform sick, vacation, or variable load relief work on a sporadic basis when, in the County's judgment, no other form of appointment is practicable.

5. Part-time employee. An employee regularly scheduled to work at least 20 hours per week or .5 FTE, but less than full-time.

6. Regular employee. The status a classified employee acquires after successful completion of the probationary period for the particular position to which the employee was appointed. A classified employee is an employee in County service who is not in a temporary or on-call position.

1 7. Probationary employee. A permanent employee serving a six (6) month
2 period of trial service to determine his or her suitability for continued employment,
3 such period to begin on the date of his or her appointment from a list certified by the
4 Employee Services Division. During the period of probation, the employee may be
5 dismissed without recourse to the grievance procedure if, in the opinion of his or her
6 supervisor, his continued service would not be in the best interest of the County. A
7 dismissed probationer shall be afforded upon request an opportunity to discuss his or
8 her dismissal with the Department Director or his or her designee(s).

9 If a probationary employee is granted a transfer to another division within the
10 Health Department, he/she may be subject to an additional six (6) month
11 probationary period.

12 8. Temporary employee. A non-permanent employee. The County agrees to
13 notify the Association when any temporary employee has worked three (3) months.

14 9. Supervisory employee. Means any individual having authority in the interest of
15 the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign,
16 reward, or discipline other employees, or having responsibility to direct them, or to
17 adjust their grievances, or effectively to recommend such action, if in connection
18 therewith, the exercise of such authority is not of a merely routine or clerical nature,
19 but requires the use of independent judgment.

20 10. Limited Duration Appointment. Limited duration appointments may be made
21 for special studies or projects of uncertain or limited duration, which are subject to the
22 continuation of a grant (excluding grants for currently on-going programs like Early
23 Childhood Services, etc.), contract, award or special funding (special funding is
24 defined as funding that is designated as limited in duration with the possibility of no
25 continuation beyond a budget cycle). Such appointments shall be for a stated period
26 not exceeding two years but may expire earlier. Limited duration employees shall be
27 scheduled on a full-time or part-time basis and receive benefits and union
28 representation per this agreement.

29 A newly hired employee in a limited duration position is excluded from layoff
30 rights since his/her appointment from the outset is determined to be time, task and
31 work unit limited. Newly hired employees appointed under this section will only

1 accrue seniority pursuant to Article 13, Section 2.B 7.

2 A regular employee appointed to a limited duration appointment shall be
3 reinstated to a position in his/her former classification for purposes of layoff or when
4 the limited duration appointment ends. Regular status employees will continue to
5 accrue seniority as if in their regular assignment. Limited duration appointments shall
6 be made only with the agreement between the Association and Labor Relations.

ADDENDUM C
DRUG AND ALCOHOL POLICY

1. General. Multnomah County, in keeping with the provisions of the Drug Free Workplace Act of 1988, is committed to establishing and maintaining a work place which is free of alcohol and drugs and free of the effects of prohibited alcohol and drug use.

2. Holders of Commercial Drivers Licenses. While references to rules governing holders of Commercial Drivers Licenses (CDL) are included below, they are not comprehensive. CDL holders are responsible for complying with all laws, work rules, or County procedures pertaining to them, in addition to the requirements of this addendum.

3. Alcohol and Drug Policy Work Rules and Discipline.

A. Conduct Warranting Discipline.

1. While on duty, or on County premises, or operating County vehicles, employees shall obey the work rules listed in "Subsection B" below. As with all work rules, violations may result in discipline per the provisions of Article 19, Disciplinary Action.

2. Employees will not be subject to discipline for seeking treatment for alcohol or drug dependency. However, employees will be held fully accountable for their behavior. Seeking treatment will not mitigate discipline for rule violations or other unacceptable conduct caused by such dependency.

B. Work Rules.

1. Possession, consumption, and distribution of alcohol or drugs while on duty. Employees shall:

a. Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or alcohol containers in or to the work place except when lawfully required as part of the job. An exception will be sealed alcohol containers for gift purposes. Supervisors must be notified when such containers are brought to the work place. The "work place" includes vehicles parked on County property.

1 b. Not possess, consume, manufacture, distribute, cause to
2 be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the
3 workplace except when lawfully required as part of the job.

4 c. Not distribute, dispense, or sell prescription medications
5 without a valid prescription.

6 2. Possession, consumption, and distribution of alcohol and drugs
7 while off duty on County premises.

8 Employees shall:

9 a. Not use, possess, or distribute illegal drugs.

10 b. Not use or distribute alcohol without authorization.

11 3. Fitness for Duty.

12 Employees shall:

13 a. Not report for duty while under the influence of alcohol or
14 drugs. An individual is considered to be "under the influence" of alcohol if a
15 breathalyzer test indicates the presence of alcohol at or above the .04% level. An
16 individual is considered to be "under the influence" of drugs when testing indicates
17 the presence of controlled substances at or above the levels applying to CDL
18 holders.

19 b. Not render themselves unfit to fully perform work duties
20 because of the use of alcohol or illegal drugs, or because of the abuse of prescription
21 or non-prescription drugs.

22 c. Comply with legally mandated occupational requirements,
23 whether or not they are specifically included in this policy. For example, by law
24 holders of CDL's may not perform safety sensitive functions, such as driving, at or
25 above the .02% level.

26 d. Not be absent from work because of the use of alcohol or
27 illegal drugs, or because of the abuse of prescription or non-prescription medications,
28 except when absent to participate in a bona fide assessment and rehabilitation
29 program while on FMLA and/or OFLA leave.

30 e. Inform themselves of the effects of any prescription or
31 non-prescription medications by obtaining information from health care providers,

1 pharmacists, medication packages and brochures or other authoritative sources in
2 advance of performing work duties.

3 f. Notify their supervisor in advance when their use of
4 prescription or non-prescription medications may impair the employee's ability to
5 perform the essential functions of their position that will result in a direct threat to
6 others. Such employees include, but are not limited to, sworn officers, holders of a
7 Commercial Driver's License, and those handling hazardous equipment or materials.
8 Employees who drive a motor vehicle as part of their job, whether a County vehicle or
9 their personal vehicle, should report when they are taking any medication that may
10 impair their ability to drive.

11 4. Cooperation with Policy Administration.

12 Employees shall:

13 a. Not interfere with the administration of this drug and
14 alcohol policy. Examples include, but are not limited to, the following: tainting,
15 tampering, or substitution of urine samples; falsifying information regarding the use of
16 prescribed medications or controlled substances; or failure to cooperate with any
17 tests outlined in this policy to determine the presence of drugs or alcohol.

18 b. Provide to Human Resources, within twenty-four (24)
19 hours of request, a current valid prescription in the employee's name for any drug or
20 medication which the employee alleges gave rise to reasonable suspicion of being
21 under the influence of alcohol or drugs.

22 c. Respond fully and accurately to inquiries from the
23 County's Medical Review Officer (MRO); authorize MRO contact with treating health
24 care providers upon request.

25 d. Complete any assessments or treatment programs
26 required under this Policy.

27 e. Sign a waiver upon request authorizing treatment
28 providers to disclose confidential information necessary to verify successful
29 completion of any assessment or treatment program required under this policy.

30 f. Disclose promptly (upon the next working day) and fully to
31 his/her supervisor:

i. All drug or alcohol-related arrests, citations, convictions, guilty pleas, no contest pleas or diversions which resulted from conduct which occurred while he or she was on duty, on County property, or in a County vehicle; or

ii. Any other violation of laws regulating use of alcohol and controlled substances which adversely affects an employee's ability to perform major job functions, specifically to include loss or limitation of driving privileges when the employee's job is identified as requiring a valid license.

C. Levels of Discipline

1. The level of discipline imposed on non-probationary employees for violation of the Alcohol and Drug Policy Work Rules above or other violations resulting from the use of alcohol or drugs will be according to the provisions of Article 19, Disciplinary Action.

2. Employees will be held fully accountable for their behavior. Use of alcohol or drugs, or alcohol or drug dependency, will not mitigate the discipline imposed for rule violations, misconduct, or poor performance except as specifically provided in the section on last chance agreements below.

3. The Parties acknowledge that, all other things being equal, certain duties imply a higher standard of accountability for compliance with the requirements of this policy than others. These duties include, but are not limited to, the following:

- a. carrying firearms
- b. work in the criminal justice system
- c. responsibility for public safety or the safety of coworkers
- d. handling narcotics or other controlled substances
- e. handling hazardous equipment or materials
- f. influencing the behavior of minors
- g. holding a Commercial Drivers License

4. The parties acknowledge that County is a zero tolerance employer and considers positive drug and alcohol tests to be terminable offenses. In

1 lieu of termination, the County may offer an employee continued employment under
2 the terms of a last chance agreement if there are mitigating circumstances, such as a
3 substance abuse dependency or other good cause. An example of which a Last
4 Chance Agreement is included as an attachment to this addendum.

5 a. All Last Chance Agreements will, at a minimum, include
6 the terms listed in the sample Last Chance Agreement found in Section 6 of this
7 Article, and will include the below items. Additional terms may be included if
8 appropriate for the situation and unique needs of an employee.

9 i. The requirement that the employee enroll,
10 participate in, and successfully complete a treatment program as recommended by
11 the Substance Abuse Professional;

12 ii. The right for the County to administer any number
13 of unannounced follow up drug or alcohol tests at any time during the work day for a
14 period of two (2) years from completion of any required treatment or education
15 program;

16 iii. The signatures of the employee's supervisor, the
17 employee, and the employee's Union representative.

18 b. The parties understand the offering of a Last Chance
19 Agreement is discretionary by the County, and when such an agreement is offered,
20 the terms are for the duration of the employee's employment with the County. The
21 offer of a Last Chance Agreement will not set precedent for the discipline of other
22 employees in the future. Any discipline incorporated in a Last Chance Agreement
23 may not be grieved under the provisions of Article 20, Grievance Procedure.

24 D. Mandatory Assessment and Treatment
25

26 1. Employees who are disciplined for conduct which is related to
27 the use of alcohol or drugs may be required to undergo assessment and to complete
28 a program of education and/or treatment prescribed by a Substance Abuse
29 Professional selected by the County. Employees who test positive for alcohol or
30 controlled substances will be required to undergo assessment at the earliest
31 opportunity, regardless of whether disciplinary action has been taken.

2. The County will verify employees' attendance, and that the assessment and treatment have been completed. This verification and any other information concerning alcohol and drug dependency will be treated as confidential medical information per applicable state and federal law and County Administrative Procedures.

3. Policy on the use of leave for assessment and treatment will be the same as for any other illness.

E. Return to Work Testing. Employees who test positive for being "under the influence" of drugs will be required to test negative before returning to work. (Note that Federal law requires CDL holders performing safety sensitive functions to undergo return to work testing after a positive alcohol or drug test.)

4. Testing

A. Basis for Testing

1. All employees may be tested:
 - a. based on reasonable suspicion of being "under the influence" of alcohol or prohibited drugs;
 - b. before returning to work after testing positive for being "under the influence" of alcohol or drugs;
 - c. as part of a program of unannounced follow-up testing provided for in a Last Chance Agreement.

2. An employee applying for a different County position will be subject to testing on the same basis, and using the same procedures and methods, as outside applicants.

3. Holders of Commercial Drivers Licenses (CDLs) shall be subject to the testing requirements of federal law, in addition to the requirements herein which apply to all employees. For example, unlike other employees, CDL holders will be subject to legally required random testing and testing following certain kinds of accidents.

B. Establishing Reasonable Suspicion

1. Definition "Reasonable suspicion" is a set of objective and specific observations or facts which lead a supervisor to suspect that an employee is

1 under the influence of drugs, controlled substances, or alcohol. Examples include,
2 but are not limited to: slurred speech, alcohol on the breath, loss of balance or
3 coordination, dilated or constricted pupils, apparent hallucinations, high absenteeism
4 or a persistent pattern of unexplained absenteeism, erratic work performance,
5 persistent poor judgment, difficulty concentrating, theft from office or from other
6 persons, unexplained absences during office hours, or employee's admission of use
7 of prohibited substances.

8 2. Supervisory training. The County will provide training to all
9 supervisors on establishing reasonable suspicion and the nature of alcohol and drug
10 dependency. Supervisors who have not been trained will not have the authority to
11 direct employees to be tested on the basis of reasonable suspicion of being under
12 the influence.

13 3. Lead Worker Lead workers who oversee day to day work
14 activities are "supervisors" for the purposes of establishing reasonable suspicion and
15 directing employees to be tested on that basis. This provision applies to lead
16 workers who supervise or act as lead workers as part of their job description, (such
17 as Corrections Records Supervisors and Maintenance Crew Leaders), as well as to
18 those who receive premium pay under Article 15.12, Lead Assignments.

19 4. Additional precautions. Application of the "Reasonable
20 Suspicion" standard to any employee in this bargaining unit shall include the
21 following additional precautions:

22 a. The supervisor shall articulate orally a summary of the
23 specific facts which form the basis for believing that the employee is under the
24 influence of drugs or alcohol; and

25 b. The supervisor shall provide upon request within forty
26 eight (48) hours of the oral determination of "reasonable suspicion" a written
27 specification of the grounds for reasonable suspicion; and

28 c. Except in field or shift circumstances that render contact
29 difficult, no supervisor shall refer an employee for a drug or alcohol test based on
30 "reasonable suspicion" unless the supervisor has consulted with another supervisor
31 or exempt person regarding the grounds for the suspicion.

C. Testing Methodology

1. Testing procedures for all employees will be governed by the same standards as apply to CDL drivers under federal law. These standards include, but are not limited to, those governing sample acquisition, the chain of custody, laboratory selection, testing methods and procedures, and verification of test results.

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

3. In addition to compliance with federal guidelines, the following safeguards will also be applied:

a. Test results will be issued by the MRO or the testing laboratory only to the County's Drug and Alcohol Policy Coordinator. The results will be sent by certified mail or hand-delivered to the employee within three (3) working days of receipt of results by the County.

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

c. Test reports are medical records, and will be handled according to applicable state and federal law and County Administrative Procedures which insure the confidentiality of such records.

5. Definitions

1 A. Alcohol: Ethyl alcohol and all beverages or liquids containing ethyl
2 alcohol. Levels of alcohol present in the body will be measured using a breathalyzer
3 test.

4 B. Controlled Substance: All forms of narcotics, depressants, stimulants,
5 analgesics, hallucinogens, and cannabis, as classified in Schedules I-V under the
6 Federal Controlled Substances Act (21 USC § 811-812) as modified under ORS
7 475.035, whose sale, purchase, transfer, use, or possession is prohibited or
8 restricted by law.

9 C. County: Multnomah County, Oregon.

10 D. Drug Paraphernalia: Drug paraphernalia means any and all equipment,
11 products, and materials of any kind, as more particularly defined in
12 ORS 475.525(2), which are or can be used in connection with the production,
13 delivery, or use of a controlled substance as that term is defined by ORS 475.005.
14

15 E. Drug Test: A laboratory analysis of a urine sample to determine the
16 presence of certain prohibited drugs or their metabolites in the body.

17 F. Drugs: Controlled substances, designer drugs (drug substances not
18 approved for medical or other use by the U.S. Drug Enforcement Administration or
19 the U.S. Food and Drug Administration), and/or over-the-counter preparations
20 available without a prescription from a medical doctor that are capable of impairing
21 an employee's mental or physical ability to safely, efficiently, and accurately perform
22 work duties.

23 G. Medical Review Officer (MRO): A medical doctor trained in toxicology
24 who contracts with employers primarily to review positive preliminary drug test results
25 with employees. The MRO determines whether or not the results are likely to have
26 been caused by factors other than drug abuse.

27 H. On Duty: The period of time during which an employee is engaged in
28 activities which are compensable as work performed on behalf of the County, or the
29 period of time before or after work when an employee is wearing a uniform, badge, or
30 other insignia provided by the County, or operating a vehicle or equipment which
31 identifies Multnomah County.

1 I. Prescription Medication: A medication for which an employee is
2 required by law to have a valid, current prescription.

3 J. Reasonable Suspicion of Being Under the Influence of Drugs or
4 Alcohol: See Section 4.B.1.a above.

5 K. Substance Abuse Professional (SAP): A licensed physician, or
6 licensed or certified psychologist, social worker, employee assistance professional, or
7 addiction counselor with knowledge of and clinical experience in the diagnosis and
8 treatment of alcohol and controlled substance-related disorders.

9 L. Under the Influence of Alcohol: See Section 3.B.3.a above.

10 M. Under the Influence of Drugs: See Section 3.B.3.a above.

11

Sample Last Chance Agreement

LAST CHANCE AGREEMENT

The following agreement is entered into between Multnomah County and the Employee. Failure on the part of the employee to meet the expectations below will result in the termination of his or her employment with the County.

1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if required, I shall immediately enroll and continue in a bona fide alcohol/drug inpatient or outpatient rehabilitation program approved by the County. I fully understand that should I fail to complete either the inpatient or outpatient program, my employment with the County will be terminated.

2. I agree to comply with and complete the conditions of my "Aftercare Plan" as recommended by my treatment counselor. If I must be absent from my aftercare session, I must notify the County. The County has my permission to verify my attendance at required meetings. If I do not continue in the aftercare program, I understand that my employment will be terminated.

3. I understand that the signing of this agreement shall allow the County the right to communicate with my physician and/or counselors regarding my status and progress of rehabilitation and aftercare. I further agree to sign any authorization or release of information necessary to allow for such communication.

4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing (urinalysis and breath test) by the County for a period of 24 months from the date of this agreement or when I return to work if I am participating in an inpatient treatment program. This time period will increase accordingly if I am absent from work, for any reason, for a cumulative period of one month or more. I understand

1 that if I refuse to take a drug and/or alcohol test or if a test is positive, my
2 employment will be terminated.

3
4 5. I agree to return to work upon successful completion of an alcohol/drug
5 rehabilitation program if my substance abuse counselor requires inpatient treatment.

6
7 6. It is understood that this agreement constitutes a final warning, and as such,
8 lasts for the duration of my employment at the County. Should I terminate
9 employment, and then return to work in a regular status position with the County, the
10 terms of this Agreement will continue to be in effect.

11
12 7. I understand the Employee Assistance Program is available to me should
13 personal problems arise in the future that may have an effect on my ability to remain
14 in compliance with the drug and alcohol policy and/or this agreement.

15
16 8. I realize that violation of the drug and alcohol rules and/or policies at any time
17 in the future is cause for termination.

18
19 9. I realize that my employment will be terminated if I fail to meet the
20 expectations outlined in this Agreement and the letter attached.

21
22 Disciplinary Action

23 I understand that the disciplinary action imposed in the attached letter may not be
24 grieved under the grievance procedure in the ONA contract.

25
26 Personal Commitment

27 I pledge and agree to abide by the terms of this agreement. I understand that a
28 violation of or noncompliance with any of these terms will result in my being
29 terminated. Further, I pledge to remain free of all illegal drugs and also not to abuse
30 legal drugs (including alcohol). I hereby consent to the County's contacting any
31 treatment or health care provider who may have information on my alcohol or drug

dependency condition and/or compliance with the terms of this agreement and authorize the provider to furnish such information to the County.

I understand the terms and conditions of this letter. I also understand that, except as expressly stated in this agreement, my terms and conditions of employment will be determined by the County's policies and rules, and that this agreement does not guarantee me employment for any set period of time. I have had sufficient time to study it away from the work place and to consult anyone I desire about it. I sign it free of any duress or coercion. This letter will become part of my personnel file.

_____ (Employee)	_____ (Date)	_____ (Exempt Employee With Disciplinary Authority)**	_____ (Date)
---------------------	-----------------	---	-----------------

_____ (Labor Representative) (optional)	_____ (Date)	_____ (Employee's Immediate Exempt Supervisor***)	_____ (Date)
--	-----------------	---	-----------------

_____ (Multnomah County Labor Relations, if applicable*)	_____ (Date)
--	-----------------

Footnotes:

* Necessary only if terms of the Labor Agreement are waived or excepted.

** Always necessary.

*** Optional in cases in which immediate supervisor does not have termination authority.

ADDENDUM D

Plan Design Changes Effective January 1, 2009.

ODS Plan – Prescription Drug Coverage Changes:

Change annual out of pocket maximum to \$2,000

RETAIL (30 day supply) – PLUS and PREFERRED PLANS

Tier 1: Generic: No change to 20% co-pay - add \$50 per Rx co-pay maximum

Tier 2: Preferred Brand Name: No co-pay change to 20% co-pay - add \$50 per Rx co-pay maximum

Tier 3: Non-preferred Brand Name: No change (co-pay 50%)

MAILORDER (90 day supply) – PLUS PLAN

Tier 1: Generic: Change co-pay from \$16 to 20% with \$25.00 per Rx maximum

Tier 2: Preferred Brand Name: Change co-pay from \$24 to 20% with \$100 maximum

Tier 3: Non-preferred Brand Name: No change – purchase at 50% of cost

MAILORDER (90 day supply)– PREFERRED PLAN

Tier 1: Generic: Change co-pay from \$20 to 20% with \$35.00 per Rx maximum

Tier 2: Preferred Brand Name: Change co-pay from \$30 to 20% with \$150 per Rx maximum

Tier 3: Non-preferred Brand Name: No change – purchase at 50% of cost

Kaiser Medical Plan:

Increase Office Visit Co-pay from \$5 to \$10.

Increase Rx Co-pay from \$5 to:

Retail (30 day supply) \$10 for generic and \$10 for formulary brand name

1 Mail order (90 day supply) co-payment would be 2x the retail co-payment or
2 \$20 for generic medication, \$20 for formulary brand name medication.
3

4
5 Kaiser Dental Plan:
6

7 Increase office visit co-pay from \$5 to \$10.
8

9 Orthodontia (Plan U) for children under 18 only: Maximum Plan benefit
10 payment \$3,000.00 per child. Member pays 50% of charges up to the
11 maximum Plan payment and 100% of charges in excess of the maximum Plan
12 payment. (Any covered dependent who has been banded prior to January 1,
13 2009 under the existing Kaiser Orthodontic program will remain eligible to
14 receive the existing orthodontic benefit (\$300 maximum member co-pay) for
15 remainder of current orthodontic treatment plan or treatment phase.
16

INDEX

A:

Accrual of Benefits During Unpaid Leaves, Other Leaves	24
Accrual, Sick Leave	17
Accrual, Vacation Leave	14
Addendum A, Salary Schedule for ONA Bargaining Unit	99
Addendum B, Definitions	101
Addendum C, Drug and Alcohol Policy	104
Agreement of County and Association, Hours of Work	66
Association Security and Check Off	6

B:

Bereavement Leaves, Other Leaves	23
Bilingual Pay	76
Bulletin Boards, General Provisions	89

C:

Changes In Existing Conditions, General Provisions	90
Contract Orientation and Distribution, General Provisions	90
Contract Negotiations	8
Contract Work, General Provisions	92
Contractual Benefits, On-call and Temporary Employees	2
Conversion of Sick Leave, Sick Leave	17
Continuing Education	78
Corrections Meal Practice, General Provisions	90
Corrections Nursing Premium, Wages	75

D:

Defense and Indemnification	47
Definitions, Addendum B	101
Definition and Allowable Use, Sick Leave	16
Definitions, Seniority, Layoff and Filling of Vacancies	48
Definitions, Affected FTE Status	48
Definitions, Affected Department	48
Definitions, Affected Work Unit	48
Definitions, Available Vacancy	48
Definitions, Bump	48
Definitions, Classification Previously Held	48
Definitions, Equivalent Classifications	48
Definitions, FTE Status	48

Definitions, Inactive Layoff Status	48
Definitions, Lateral Classification	49
Definitions, Layoff	49
Definitions, Limited Duration Layoff	49
Definitions, Lower Classification	49
Definitions, Promotional Line	49
Definitions, Regular Status	49
Definitions, Seniority	49
Definitions, Seniority of Exempt Employees	51
Definitions, Transfer	49
Definitions, Work Unit	49
Disability Insurance, Health and Welfare	43
Disciplinary Action	84
Drug and Alcohol Policy, Addendum C	104
Drug and Alcohol Policy and Procedure, Health and Welfare	44

E:

Eligibility, Benefits Coverage For Terminating Employees	34
Retirees	34
Other Terminating Employees	34
Employees On Unpaid Leave of Absence	35
Eligibility, Health and Welfare	25
Employment Status	83
Employment Status, Extension of Probationary Period	83
Employment Status, Other Terminations	83
Employment Status, Resignations	83
Employment Status, Termination Interviews	83
Employees Regularly Sch. to Work Less Than 20 Hours Per Week, Recognition	2
Entire Agreement	95
Exhaustion of Sick Leave	17
Extension of Probationary Period, Employment Status	83

F:

Five Day Work Week, Holidays	11
Four Day Work Week, Holidays	11
Funding, Savings Clause and Funding	94

G:

General Provisions	89
General Provisions, Bulleting Boards	89
General Provisions, Changes In Existing Conditions	90
General Provisions, Contract Orientation and Distribution	90
General Provisions, Contract Work	92
General Provisions, Corrections Meal Practice	90
General Provisions, Definitions	90
General Provisions, Inclement Weather and Natural Disaster Policy	92

General Provisions, Loss of Personal Property	92
General Provisions, No Discrimination	89
General Provisions, Nurse Employment Relations Committee	91
General Provisions, Professional Nursing Care Committee	91
General Provisions, Rules	89
General Provisions, Safety Inspection	90
General Provisions, Supremacy of The Contract	90
General Provisions, Visits By Union Representatives	89
Grievance Procedure, Settlement of Disputes	85

H:

Health and Welfare	25
Health and Welfare, Disability Insurance	43
Health and Welfare, Drug and Alcohol Policy	44
Health and Welfare, Eligibility	30
Health and Welfare, Health Fund	29
Health and Welfare, Life Insurance	43
Health and Welfare, Long Term Disability Insurance	43
Health and Welfare, Multnomah County Employees Benefit Board	25
Health and Welfare, Part-Time Nurses	31
Health and Welfare, Retiree Medical Insurance	40
Health and Welfare, Waiver of Health and Welfare Benefits	39
Holidays	10
Holiday During Leave	12
Holiday Observance	11
Holiday Pay	11
Holiday Work	12
Hours of Work	63
Hours of Work, Meal and Rest Periods	63
Hours of Work, Normal Work Day	63
Hours of Work, Uniform Time Charging Provisions	65
Hours of Work, Weekend Provisions In 24-Hour Facilities	64
Hours of Work, Work Schedules	64
Hours of Work, Work Week	63

I:

Improper Use of Sick Leave, Sick Leave	17
Inclement Weather and Natural Disaster Policy	92
In-Service Classes	81
Irregular Scheduling, Holidays	12

J:

Jury Duty, Other Leaves	23
-------------------------	----

L:

Last Chance Agreement	114
-----------------------	-----

Lead Assignments, Wages	74
Leaves of Absence, Other Leaves	23
Life Insurance, Health and Welfare	43
Limitations on Use of Sick Leave, Sick Leave	16
Longevity Pay, Wages	76
Long Term Disability Insurance, Health and Welfare	43
Loss of Personal Property, General Provisions	92

M:

Managerial Employees, Recognition	2
Management Rights	5
Meal and Rest Periods, Hours of Work	63
Medical-Dental, Health and Welfare	25
Military Service, Other Leaves	24
Multnomah County Employee Benefits Board, Health and Welfare	25
Meetings	27
Membership	25
Voting	24

N:

No Discrimination, General Provisions	89
Normal Work Day, Hours of Work	63
No Strike and Lockout	9
Nurse Practitioner Certification, Wages	74

O:

Occupational Exposure, Sick Leave	16
On-Call and Temporary Employees, Recognition	2
Other Leaves	23
Other Leaves, Accrual of Benefits During Unpaid Leaves	24
Other Leaves, Bereavement Leave	23
Other Leaves, Jury Duty	23
Other Leaves, Leaves of Absence	23
Other Leaves, Parental Leave	24
Other Leaves, Military Service	24
Other Leaves, Voting Time	24
Other Sick Leave Provisions, Sick Leave	21
Other Terminations, Employment Status	83
Overtime, Wages	68

P:

Parking, Wages	72
Parental Leave	24
Part-Time Employee Holidays, Holidays	11
Part-Time Nurses, Health and Welfare	29
Part-Time, Vacation Leave	14

Payments In Error and Payments In Violation of Contract	75
Pay Upon Entry, Wages	73
Pay Upon Promotion, Wages	73
Performance Evaluation	77
Personal Holidays	12
Preamble	1
Probationary Employees, Recognition	2
Processing Grievances, Settlement of Disputes	85
Professional Staff Development	78

R:

Recognition	2
Recognized and Observed Holidays, Holidays	10
Reimbursement For Required Use of Personal Automobile, Wages	71
Reporting, Recognition	3
Reporting Pay, Wages	71
Resignations, Employment Status	83
Rest Between Shifts	70
Retiree Medical Insurance, Health and Welfare	40
Retirement, Wages	74
Rules, General Provisions	89
Rules Governing Determination of Seniority, Seniority, Layoff and Filling of Vacancies	49
	62

S:

Safety Inspection, General Provisions	90
Salary Schedule For ONA Bargaining Unit, Addendum A	99
Savings Clause and Funding	94
Seniority	48
Seniority, Definitions	48
Seniority, Effects of Bumping and Recall On Wages and Benefits	57
Seniority, Filling of Vacancies	62
Seniority, Reassignment, Bumping and Layoff Procedures During A Reduction Or Reorganization of The Work Force	53
Seniority, Recall Lists	56
Seniority, Rules Governing Determination of Seniority	49
Settlement of Disputes	85
Settlement of Disputes, County-Association Meetings	87
Settlement of Disputes, Grievance Procedure	85
Settlement of Disputes, Processing Grievances	87
Shift Differential, Wages	67
Sick Leave	16
Sick Leave, Definition and Allowable Use	16
Sick Leave, Conversion	21
Sick Leave, Parental Leave	24
Sick Leave, Limitation on Use	19

Sick Leave, Usage Problems	17
Sick Leave, Occupational Exposure	21
Sick Leave, Other Provisions	21
Signature Page	98
Stand-By and Call-Back Pay, Wages	70
Supervisory Employees, Recognition	2
Supremacy of Contract, General Provisions	90
 T:	
Temporary and On-Call Employees, Recognition	2
Termination	97
Termination Interviews, Employment Status	63
Termination Or Death, Vacation Leave	15
Transit Subsidy, Wages	73
Tuition Reimbursement, Professional Staff Development	81
Twenty Four Hour Operations, Holidays	12
 U:	
Uniform Time Charging Provisions, Hours of Work	65
Unit Definition, Recognition	2
Unpaid Education Leave	80
 V:	
Vacation Leave, Accrual	14
Vacation Times, Vacation Leave	15
Visit By Association Representatives, General Provisions	89
Voting Time, Other Leaves	24
 W:	
Wages	67
Wages, Bilingual Pay	76
Wages, Corrections Nursing Premium	75
Wages, Lead Assignments	74
Wages, Longevity Pay	76
Wages, Nurse Practitioner Certification	74
Wages, Overtime	68
Wages, Parking	72
Wages, Pay Upon Entry	73
Wages, Pay Upon Promotion	73
Wages, Payments In Error and Payments In Violation of Contract	75
Wages, Reimbursement For Required Use of Personal Automobile	71
Wages, Reporting Pay	70
Wages, Retirement	74
Wages, Shift Differential	67
Wages, Stand-By and Call-Back Pay	70
Wages, Transit Subsidy	73

Wages, Weekend Differential	75
Wages, Work In Higher Classification	68
Waiver of Health and Welfare Benefits, Health and Welfare	39
Weekend Provisions In 24-Hour Facilities, Hours of Work	64
Work Schedules, Hours of Work	64
Work Week, Hours of Work	63
Workers Compensation and Supplemental Benefits	45

IN WITNESS WHEREOF, the Parties hereto have set their hands this _____ day of _____, 2007.

OREGON NURSES ASSOCIATION

BOARD OF COUNTY COMMISSIONERS
For Multnomah County, Oregon

Angela Warnock

Ted Wheeler, County Chair

Janine Tebeau-Jemerson

Maria Rojo de Steffey, Commissioner

Carol Simmons

Jeff Cogen, Commissioner

Judy Schaffer

Laura Adania

Lisa Naito, Commissioner

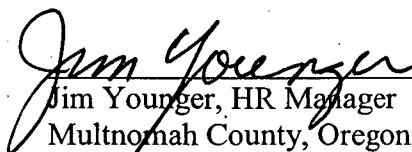
Helen Rodman

Lonnie Roberts, Commissioner

Dee Scholes

NEGOTIATED BY:

Donna Fish


Jim Younger, HR Manager
Multnomah County, Oregon

NEGOTIATED:

REVIEWED:
Agnes Sowle, County Attorney
For Multnomah County, Oregon

Rob Nosse, Labor Relations
Representative, Oregon Nurses
Association

By _____
Kathryn Short
Assistant County Attorney

IN WITNESS WHEREOF, the Parties hereto have set their hands this _____ day of _____, 2007.

OREGON NURSES ASSOCIATION

BOARD OF COUNTY COMMISSIONERS
For Multnomah County, Oregon

Angela Warnock

Ted Wheeler, County Chair

Janine Tebeau-Jemerson

Maria Rojo de Steffey, Commissioner

Carol Simmons

Jeff Cogen, Commissioner

Judy Schaffer

Laura Adania

Lisa Naito, Commissioner

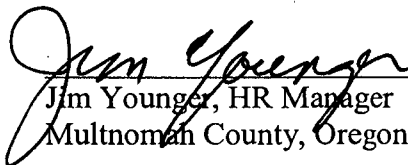
Helen Rodman

Lonnie Roberts, Commissioner

Dee Scholes

NEGOTIATED BY:

Donna Fish


Jim Younger, HR Manager
Multnomah County, Oregon

NEGOTIATED:

REVIEWED:
Agnes Sowle, County Attorney
For Multnomah County, Oregon

Rob Nosse, Labor Relations
Representative, Oregon Nurses
Association

By _____
Kathryn Short
Assistant County Attorney

IN WITNESS WHEREOF, the Parties hereto have set their hands this _____ day of _____, 2007.

OREGON NURSES ASSOCIATION

BOARD OF COUNTY COMMISSIONERS
For Multnomah County, Oregon

Angela Warnock

Ted Wheeler, County Chair

Janine Tebeau-Jemerson

Maria Rojo de Steffey, Commissioner

Carol Simmons

Jeff Cogen, Commissioner

Judy Schaffer

Laura Adania

Lisa Naito, Commissioner

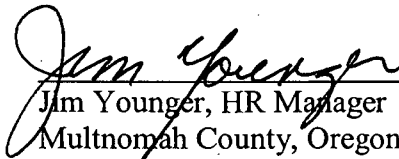
Helen Rodman

Lonnie Roberts, Commissioner

Dee Scholes

NEGOTIATED BY:

Donna Fish


Jim Younger, HR Manager
Multnomah County, Oregon

NEGOTIATED:

REVIEWED:
Agnes Sowle, County Attorney
For Multnomah County, Oregon

Rob Nosse, Labor Relations
Representative, Oregon Nurses
Association

By _____
Kathryn Short
Assistant County Attorney

IN WITNESS WHEREOF, the Parties hereto have set their hands this 1st day of
NOVEMBER, 2007.

OREGON NURSES ASSOCIATION

Angela Warnock

Janine Tebeau-Jemerson

Carol Simmons

Judy Schaffer

Laura Adania

Helen Rodman

Dee Scholes

Donna Fish

NEGOTIATED:

Rob Nosse, Labor Relations
Representative, Oregon Nurses
Association

BOARD OF COUNTY COMMISSIONERS
For Multnomah County, Oregon

Ted Wheeler

Ted Wheeler, County Chair

Maria Rojo de Steffey

Maria Rojo de Steffey, Commissioner

Jeff Cogen

Jeff Cogen, Commissioner

Lisa Naito

Lisa Naito, Commissioner

Lonnie Roberts

Lonnie Roberts, Commissioner

NEGOTIATED BY:

Jim Younger

Jim Younger, HR Manager
Multnomah County, Oregon

REVIEWED:

Agnes Sowle, County Attorney
For Multnomah County, Oregon

By *Kathryn A Short*

Kathryn Short
Assistant County Attorney



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (Budget Modification)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 11-01-07
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 11/01/07
Agenda Item #: R-6
Est. Start Time: 11:30 AM
Date Submitted: 10/19/07

BUDGET MODIFICATION: HD - 23

Agenda Title: Budget Modification HD-23 Increasing Appropriation by \$25,000 to Fund the Meaningful Care Conference

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

Requested Meeting Date:	<u>November 1, 2007</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>Health</u>	Division:	<u>Community Health Services</u>
Contact(s):	<u>Lester A. Walker</u>		
Phone:	<u>503-988-3674</u>	Ext.	<u>26457</u>
	I/O Address:		<u>167/2/210</u>
Presenter(s):	<u>Graham Harriman, Program Supervisor</u>		

General Information

1. What action are you requesting from the Board?

The Health Department recommends approval of Bud Mod HD-23, which increases the Health Department's appropriation by \$25,000 for this year's Meaningful Care Conference. This day long conference promotes cultural competency in health care for the lesbian, gay, bisexual, transgender, and queer (LGBTQ) community. It is held in conjunction with the National LGBTQ Health Awareness Week.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Meaningful Care Conference provides cultural competence training as a means to mitigate health disparities in the LGBTQ community. This community faces a number of health disparities, including the following:

- LGBTQ youth are much more likely to be victimized in school and to attempt suicide than heterosexual youth.
- LGBT people are often reluctant to seek care or to "come out" to health providers, leading to under-screening and intervention likely to result in poor health.

- Gay men and lesbian women are at increased risk for certain cancers (lung, cervical, breast and anal cancer), due to a higher prevalence of smoking and inadequate risk assessment and screening by providers.
- HIV/AIDS continues to devastate LGBTQ populations, particularly men of color, transgender women (male to female) and LGBTQ injection drug users.

Recent years have brought advancements in best practice guidelines designed to improve LGBTQ cultural competency within a variety of health and service provision fields. However much work remains to be done toward dissemination of best practice knowledge. Currently, little training is provided to health professionals to improve cultural competency skills in treating LGBTQ consumers. The LGBTQ Health Awareness Week Access to Meaningful Care Conference is a key step in local efforts to improve health care access, satisfaction, and outcomes for LGBTQ consumers through expanding access to culturally competent care.

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

This bud mod adds \$25,000 in donations and small foundation grants to cover the costs of operating the conference this year. There is no fiscal impact in future years.

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

None.

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

Community collaboration is fundamental to the success of integrating LGBTQ cultural competency into health care. Current collaborators include: Q Center, Kaiser Permanente, Breathe Free: Oregon LGBTQ Coalition Against Tobacco, Cascade AIDS Project, Multnomah County Health Department, the OHSU Partnership Project, Project Quest, Multnomah County Commissioner Maria Rojo de Steffey's Office, Planned Parenthood of the Columbia Willamette Valley, Good Samaritan Counseling Centers and Providence Health Care Systems.

ATTACHMENT A

Budget Modification

If the request is a Budget Modification, please answer all of the following in detail:

- What revenue is being changed and why?

Miscellaneous General Fund donation revenues are being increased by \$25,000.

- What budgets are increased/decreased?

The Health Department's Business Services budget is increased by \$25,000. The Health Department has agreed to serve as the fiscal agent for this conference.

- What do the changes accomplish?

These changes allow the County to plan and pay for costs associated with hosting the Meaningful Care Conference this year.

- Do any personnel actions result from this budget modification? Explain.

None.

- How will the county indirect, central finance and human resources and departmental overhead costs be covered?

These costs will be absorbed within existing resources. This is a relatively small conference and is not anticipated to generate significant overhead costs.

- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?

This is the second year of the conference. Both last year and this year, small bequests and donations will completely cover the cost of the event.

- If a grant, what period does the grant cover?

N/A.

- If a grant, when the grant expires, what are funding plans?

N/A.

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

ATTACHMENT B

BUDGET MODIFICATION: HD - 23

Required Signatures

**Elected Official or
Department/
Agency Director:**

Lillian Shirley

Date: 10-19-07

Budget Analyst:

Debra

Date: 10-19-07

Budget Modification ID: **HD-23****EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with SAP.

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						Cost Center	WBS Element						
1	40-90	1000	40040	30		409050		50210		(5,500)	(5,500)		Foundation donations
2	40-90	1000	40040	30		409050		50300		(19,500)	(19,500)	(25,000)	Other donations
3	40-90	1000	40040	30		409050		60180		1,500	1,500		Printing
4	40-90	1000	40040	30		409050		60200		1,000	1,000		Advertising
5	40-90	1000	40040	30		409050		60210		11,410	11,410		Space rental
6	40-90	1000	40040	30		409050		60240		10235	10,235		Supplies: interpreter & photos
7	40-90	1000	40040	30		409050		60260		750	750		Travel & lodging for keynote
8	40-90	1000	40040	30		409050		60340		105	105		Dues & Subscriptions
9										0		0	
10										0			
11										0		25,000	
12										0			
13										0			
14										0			
15										0			
16										0			
17										0			
18										0			
19										0			
20										0			
21										0			
22										0			
23										0			
24										0			
25										0			
26										0			
27										0			
28										0			
29										0			
											0	0	Total - Page 1
											0	0	GRAND TOTAL