

MINUTES
MULTNOMAH COUNTY BOARD OF COMMISSIONERS
AUGUST 9, 1990 MEETING

Vice-Chair Gretchen Kafoury convened the meeting at 9:30 a.m., with Commissioners Pauline Anderson, Rick Bauman and Sharron Kelley present, and Chair Gladys McCoy absent.

- C-1 Appointment of Commissioner Pauline Anderson to the METRO Public Policy Advisory Committee for Regional Convention, Trade, Performing Arts and Spectator Facilities
- C-2 Appointment of Jose E. Solano to the Metropolitan Arts Commission for a Term Ending July, 1992
- C-3 Appointment of Elizabeth J. Warman to the Private Industry Council Board of Directors for a Term Ending June 30, 1992

UPON MOTION of Commissioner Kelley, seconded by Commissioner Anderson, C-1 through C-3 was UNANIMOUSLY APPROVED.

- R-1 First Reading of an ORDINANCE Establishing an Audit Committee and Financial Audit Policy (Continued from August 2, 1990)

The Clerk read the proposed ordinance by title only. Copies of the complete document were available for those wishing them.

Commissioner Kelley moved and Commissioner Anderson seconded, for approval of the first reading of the proposed ordinance.

Linda Alexander, Director of the Department of General Services, advised the ordinance before the Board today represents the final and best efforts of staff and the County Elected Auditor's Citizen Budget Advisory Committee, and thanked Pat Vozanich and Keith Crawford for their efforts. Ms. Alexander reported the proposed ordinance establishes a committee which serves as a liaison between the Commissioners, the independent external auditor, and management as it relates to accounting policies, reporting practices and the annual financial report; and that it establishes public accountability for the findings and recommendations of the external auditor and the audit policies. Ms. Alexander advised she recommends passage of the proposed resolution.

Commissioner Kelley moved and Commissioner Anderson seconded, for approval of the first reading of the substitute ordinance.

In response to County Counsel Larry Kressel discussing the need to identify changes from the original proposed ordinance, Vice-Chair Kafoury advised major changes consist of the provision that the County Auditor and the Director of the Department of General Services serve on the committee in a non-voting capacity; and that the committee have 2 independent citizens recommended by the Citizen Involvement Committee, neither of whom need be Certified Public Accountants.

There being no one from the public who wished to testify, Vice-Chair Kafoury called for the vote.

The first reading of R-1 was UNANIMOUSLY APPROVED. Vice-Chair Kafoury advised the second reading is set for Thursday, August 14, 1990.

R-2 First Reading and Possible Adoption of an ORDINANCE Submitting Proposed County Home Rule Charter Amendments to the Voters at the General Election to be Held November 6, 1990; and Declaring an Emergency (Continued from August 2, 1990)

Clerk read the proposed ordinance by title only. Copies of the complete document were available for those wishing them.

Ann Porter of 0926 SW Pallatine Hill Rd, thanked the Board for its consideration this past week, reporting it has been a fruitful year for the County Charter Review Committee and they are pleased with its effort and hope the Board is also.

Vice-Chair Kafoury thanked Ms. Porter and the Charter Review Committee for its work.

UPON MOTION of Commissioner Kelley, seconded by Commissioner Anderson, Ordinance 659 was UNANIMOUSLY APPROVED.

R-3 Resolution in the Matter of Unincorporated Multnomah County Annexations

UPON MOTION of Commissioner Kelley, seconded by Commissioner Anderson, it was UNANIMOUSLY APPROVED that R-3 be continued to Thursday, August 14, 1990.

R-4 Budget Modification Non #1 Authorizing Reclassification of Two Assistant Clerk of the Board Positions to Staff Assistant Positions within the Office of the Board Clerk to Reflect Changes in Responsibilities for Management of Board Records and Increase in Technical Nature of Work Performed

UPON MOTION of Commissioner Kelley, seconded by Commissioner Anderson, R-4 was UNANIMOUSLY APPROVED.

R-5 Ratification of an Intergovernmental Agreement Between the State of Oregon Children's Services Division and Multnomah County, to Provide Weekly In-Home Visits by Community Health Nurses within the Health Services Division, to Monitor 40 Pregnant or Parenting Teens

UPON MOTION of Commissioner Bauman, seconded by Commissioner Anderson, R-5 was UNANIMOUSLY APPROVED.

R-6 Ratification of Intergovernmental Agreement Amendment No. 1 Between the Oregon Health Sciences University and Multnomah County, Which Transfers One Client from OHSU TO Goodwill Industries within the Social Services Division DD Program

UPON MOTION of Commissioner Bauman, seconded by Commissioner Anderson, R-6 was UNANIMOUSLY APPROVED.

Vice-Chair Kafoury asked County Counsel to determine whether some of the more routine and straightforward intergovernmental agreements could be placed on the Consent Calendar in order to expedite Board meetings.

R-7 Ratification of an Intergovernmental Agreement Between the City of Portland and Multnomah County, to Renew the Mutually Funded City/County Regional Drug Initiative Staff within the Social Services Division A&D Program

Commissioner Bauman moved and Commissioner Kelley seconded for approval of R-7.

In response to a question of Commissioner Bauman as to whether the \$14,500 allocation is in addition to what was anticipated, Susan Clark, Social Services Division, related that the Regional Drug Initiative fund through the City of Portland has paid for one full-time executive assistant position and a half-time clerical position, and that upon request, the RDI Board agreed to fully fund a clerical support position but the agreement came after the budget process, so this allocation brings it into compliance. In response to a question of Commissioner Bauman, Ms. Clark reported the money would come from the RDI trust through the City.

R-7 was UNANIMOUSLY APPROVED.

R-8 Request for Approval of the Sale of Two Tax Foreclosed Properties as Provided by ORS 275.200, Consisting of a Vacant House Located at 3813 NE Cleveland; and a 25 x 100 Foot Parcel of Land Located South of 3648 N Michigan Avenue

UPON MOTION of Commissioner Anderson, seconded by Commissioner Kelley, R-8 (Orders 90-118 and 90-119) was UNANIMOUSLY APPROVED.

R-9 Budget Modification DES #1 Authorizing Transfer of Funding from Professional Services to Personal Services within the Expo Center/Multnomah County Fair Division for Temporary Workers of the 1990 Fair

UPON MOTION of Commissioner Anderson, seconded by Commissioner Kelley, R-9 was UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned at 9:47 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

By DEBORAH L. ROGERS

ANNOTATED MINUTES

Tuesday, August 7, 1990 - 9:30 AM
Multnomah County Courthouse, Room 602

PLANNING ITEMS

The following Decisions of the Planning Commission of July 9, 1990 are Reported to the Board for Acknowledgement by the Presiding Officer:

1. CU 12-90 APPROVE, SUBJECT TO CONDITIONS, development of this property with a non-resource related single family residence, for property located at 23680 NW Moran Road

ACKNOWLEDGED.

2. CU 14-90 APPROVE, SUBJECT TO CONDITIONS, development of this property with a non-resource related single family residence, for property located at 12485 NW Skyline Blvd

ACKNOWLEDGED.

3. CU 13-90 APPROVE, SUBJECT TO CONDITIONS, continued use of a portion of the residence as a one-person tax office, for property located at 12704 NE Halsey Street

ACKNOWLEDGED.

4. CU 15-90 DENY requested conditional use to allow an existing 30' x 40' building as a kennel for show dogs and pet grooming facility;
HV 10-90 DENY requested variances, all for property at 5031 SE Jenne Road

STAFF ADVISED THAT AN APPEAL HAS BEEN FILED. HEARING ON THE RECORD SCHEDULED FOR 9:30 AM, TUESDAY, SEPTEMBER 18, 1990. TESTIMONY LIMITED TO 15 MINUTES PER SIDE.

5. LD 22-90 APPROVE, SUBJECT TO CONDITIONS, the tentative plan for the Type I land division request, a rural subdivision resulting in four lots, all for property at 34799 East Crown Point Highway

ACKNOWLEDGED.

6. CU 8-90 PUBLIC HEARING - DE NOVO

Review the Decision of the Planning Commission of June 11, 1990, approving, subject to conditions, the relocation of an existing rural service commercial use for an automobile, truck and farm equipment repair shop, in an MUA-20, multiple use agricultural zone, all for property located at 400 NE Evans Road

TESTIMONY HEARD. CONTINUED TO TUESDAY, AUGUST 14, 1990 FOR THE PURPOSE OF VIEWING SLIDES. REBUTTAL WILL BE LIMITED TO 5 MINUTES PER SIDE.

Tuesday, August 7, 1990 - 10:30 AM
Multnomah County Courthouse, Room 602

FORMAL ITEM

7. Resolution for the Purpose of Requesting that Logging on Land Adjacent to Forest Park be Suspended; and to Request that the Oregon Department of Fish and Wildlife Conduct an Inventory of Endangered Species on Private Lands Near Forest Park

TESTIMONY HEARD. RESOLUTION 90-117 APPROVED.

Tuesday, August 7, 1990 - 1:30 PM
Multnomah County Courthouse, Room 602

INFORMAL BRIEFINGS

8. Briefing on National Center and National Issues Facing Counties in Providing Health Care. Presented by Mary Uyeda, Co-Director, National Center for County Health Policy.

9. Informal Review of Formal Agenda of August 9, 1990

R-1 STAFF TO SUBMIT NEGOTIATED SUBSTITUTE ORDINANCE BY THURSDAY.

R-2 DISCUSSION ON COUNTY COUNSEL RECOMMENDATIONS REGARDING PROPOSED BALLOT TITLES. CONSENSUS GIVEN TO ACCEPT LANGUAGE SUBMITTED BY CHARTER REVIEW COMMITTEE.

R-3 VICE-CHAIR KAFOURY ADVISED THAT SHERIFF SKIPPER REQUESTED A CONTINUANCE TO AUGUST 16, 1990.

R-7 STAFF DIRECTED TO PROVIDE INFORMATION BY THURSDAY.

Thursday, August 9, 1990 - 9:30 AM
Multnomah County Courthouse, Room 602

FORMAL MEETING

CONSENT CALENDAR

- C-1 Appointment of Commissioner Pauline Anderson to the METRO Public Policy Advisory Committee for Regional Convention, Trade, Performing Arts and Spectator Facilities

APPROVED.

- C-2 Appointment of Jose E. Solano to the Metropolitan Arts Commission for a Term Ending July, 1992

APPROVED.

CONSENT CALENDAR - continued

- C-3 Appointment of Elizabeth J. Warman to the Private Industry Council Board of Directors for a Term Ending June 30, 1992

APPROVED.

DEPARTMENT OF GENERAL SERVICES

- R-1 First Reading of an ORDINANCE Establishing an Audit Committee and Financial Audit Policy (Continued from August 2, 1990)

FIRST READING OF SUBSTITUTE ORDINANCE APPROVED. SECOND READING SCHEDULED FOR THURSDAY, AUGUST 14, 1990.

NON-DEPARTMENTAL

- R-2 First Reading and Possible Adoption of an ORDINANCE Submitting Proposed County Home Rule Charter Amendments to the Voters at the General Election to be Held November 6, 1990; and Declaring an Emergency (Continued from August 2, 1990)

TESTIMONY HEARD. ORDINANCE 659 APPROVED.

- R-3 Resolution in the Matter of Unincorporated Multnomah County Annexations

CONTINUED TO THURSDAY, AUGUST 14, 1990.

- R-4 Budget Modification Non #1 Authorizing Reclassification of Two Assistant Clerk of the Board Positions to Staff Assistant Positions within the Office of the Board Clerk to Reflect Changes in Responsibilities for Management of Board Records and Increase in Technical Nature of Work Performed

APPROVED.

DEPARTMENT OF HUMAN SERVICES

HEALTH SERVICES AND SOCIAL SERVICES DIVISIONS

- R-5 Ratification of an Intergovernmental Agreement Between the State of Oregon Children's Services Division and Multnomah County, to Provide Weekly In-Home Visits by Community Health Nurses within the Health Services Division, to Monitor 40 Pregnant or Parenting Teens

APPROVED.

- R-6 Ratification of Intergovernmental Agreement Amendment No. 1 Between the Oregon Health Sciences University and Multnomah County, Which Transfers One Client from OHSU TO Goodwill Industries within the Social Services Division DD Program

APPROVED.

DEPARTMENT OF HUMAN SERVICES - continued
HEALTH SERVICES AND SOCIAL SERVICES DIVISIONS

- R-7 Ratification of an Intergovernmental Agreement Between the City of Portland and Multnomah County, to Renew the Mutually Funded City/County Regional Drug Initiative Staff within the Social Services Division A&D Program

APPROVED. STAFF ADVISED THAT FUNDING FOR ADDITIONAL STAFFING WOULD BE PROVIDED BY THE CITY.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-8 Request for Approval of the Sale of Two Tax Foreclosed Properties as Provided by ORS 275.200, Consisting of a Vacant House Located at 3813 NE Cleveland; and a 25 x 100 Foot Parcel of Land Located South of 3648 N Michigan Avenue

ORDERS 90-118 AND 90-119 APPROVED.

- R-9 Budget Modification DES #1 Authorizing Transfer of Funding from Professional Services to Personal Services within the Expo Center/Multnomah County Fair Division for Temporary Workers of the 1990 Fair

APPROVED.

0042C/1-4/dr
8/9/90



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
~~XXXXXXXXXX~~ • Clerk • 248-3277

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

AUGUST 6 - 10, 1990

- Tuesday, August 7, 1990 - 9:30 AM - Planning Items Page 2
- Tuesday, August 7, 1990 - 10:30 AM - Formal Item Page 2
- Tuesday, August 7, 1990 - 1:30 PM - Informal Briefings . . Page 3
- Thursday, August 9, 1990 - 9:30 AM - Formal Meeting. . . . Page 3

Thursday Meetings of the Multnomah County Board of Commissioners are recorded and can be seen at the following times:

- Thursday, 10:00 PM, Channel 11 for East and West side subscribers
- Friday, 6:00 PM, Channel 27 for Paragon Cable (Multnomah East) subscribers
- Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

Tuesday, August 7, 1990 - 9:30 AM

Multnomah County Courthouse, Room 602

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Multnomah County Courthouse, Room 602

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Tuesday, August 7, 1990 - 1:30 PM

Multnomah County Courthouse, Room 602

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8. Briefing on National Center and National Issues Facing Counties in Providing Health Care. Presented by Mary Uyeda, Co-Director, National Center for County Health Policy.
9. Informal Review of Formal Agenda of August 9, 1990

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL BRIEFINGS

Thursday, August 9, 1990 - 9:30 AM

Multnomah County Courthouse, Room 602

FORMAL MEETING

CONSENT CALENDAR

- C-1 Appointment of Commissioner Pauline Anderson to the METRO Public Policy Advisory Committee for Regional Convention, Trade, Performing Arts and Spectator Facilities
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0702C/27-30/dr
7/31/90



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

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RICK BAUMAN • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
~~XXXXXXXXXX~~ • Clerk • 248-3277

NOTICE OF PUBLIC HEARING

AUGUST 14, 1990

The Multnomah County Board of Commissioners will hold a public hearing for the purpose of taking testimony and public input on issuance of general obligation bonds of Multnomah County. The bond will finance construction of three new courtrooms and related improvements in the downtown Courthouse, and renovation of the Portland Building for occupancy by the District Attorney.

The public hearing will begin with an update by the County's Departmental staff followed by public testimony on:

TUESDAY, AUGUST 14, 1990
at 9:30 A.M.
MULTNOMAH COUNTY COURTHOUSE
1021 S.W. 4th. Avenue, Room 602
Portland, Oregon

At the conclusion of the public hearing the Multnomah County Board of Commissioners will determine whether to submit the question of issuing and selling general obligation bonds not to exceed \$7.8 million to the voters at the September 18, 1990 election.

All interested persons may attend the hearing and will be given a reasonable opportunity to be heard.

Meeting Date: AUG 09 1990

Agenda No.: C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Appointment of Pauline Anderson to METRO Advisory Committee

BCC Informal _____ (date) BCC Formal 8/9/90 (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Fred Neal TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Fred Neal

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Appointment of Pauline Anderson to METRO Public Policy Advisory Committee for Regional Convention, Trade, Performing Arts, and Spectator Facilities

BOARD OF COUNTY COMMISSIONERS
1990 AUG -2 PM 1:41
MULTI-COUNTY OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCarty

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)



METRO

2000 SW First Avenue
Portland, OR 97201-5398
(503) 221-1646
Fax 241-7417

July 16, 1990

The Honorable Gladys McCoy
Chair
Multnomah County Board of Commissioners
1021 SW Fourth Avenue, Room 134
Portland, OR 97204

RE: Advisory Committee Appointment

Dear Gladys:

It has been four years since the CTS adopted its Master Plan. Our region's accomplishments to date in implementing this plan are highlighted by our new convention center and consolidated operation of regional convention, sports and entertainment facilities under the Metro ERC.

But as you know, the job is not complete. Public interest and proposals for a new arena and a new stadium are surfacing, and long-term funding for all Metro ERC facilities like the Portland Center for the Performing Arts must be addressed. I believe the spirit of partnership the CTS began must again be catalyzed to address these new challenges.

To that end, Metro is establishing a public policy advisory committee. The committee will guide the work plan of staff and consulting resources the Metro Council has allocated for this effort. The policy direction provided by the Council, and the Committee's membership is outlined in the attachments. Mr. Cliff Carlsen, subject to confirmation, has agreed to chair the committee.

Much like the CTS, the Metro Council resolution establishing the Committee envisions participation by an elected official of each of the three metropolitan area counties, as well as Metro and the City of Portland. I would appreciate your designation of a member of the County Commission to serve on this Committee.

Questions you or your staff may have on this effort can be directed to me or Neil McFarlane, Convention Center Project Office, 221-1646.

Cordially,

Rena Cusma
Executive Officer

cc: Stephen Gale, Metro ERC Commissioner

Executive Officer
Rena Cusma

Metro Council

Tanya Collier
Presiding Officer
District 9

Gary Hansen
Deputy Presiding
Officer
District 12

Mike Ragsdale
District 1

Lawrence Bauer
District 2

Jim Gardner
District 3

Richard Devlin
District 4

Tom DeJardin
District 5

George Van Bergen
District 6

Ruth McFarland
District 7

Judy Wyers
District 8

Roger Buchanan
District 10

David Knowles
District 11

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF ESTABLISHING A) Resolution No. 90-1284
PUBLIC POLICY ADVISORY COMMITTEE) INTRODUCED BY
FOR REGIONAL CONVENTION, TRADE,) RENA CUSMA,
PERFORMING ARTS, AND SPECTATOR) EXECUTIVE OFFICER
FACILITIES)

WHEREAS, In May of 1986 the Council of the Metropolitan Service District adopted the Convention, Trade, and Spectator Facilities Master Plan which established the Metropolitan Service District as the lead agency for regional convention, trade, and spectator facilities; and

WHEREAS, In December of 1989, the Councils of the Metropolitan Service District and the City of Portland approved a Phase 1 consolidation agreement providing for the management of City Spectator and Performing Arts Facilities by the Metropolitan Exposition-Recreation Commission; and

WHEREAS, Metro bears budgetary responsibility for regional convention, trade, performing arts and spectator facilities and shares ultimate responsibility for the successful operation and economic health of these regional amenities; and

WHEREAS, Financial studies of the consolidated system of facilities indicate that additional funding will be required within the next few years; and

WHEREAS, the approved FY 1990-91 Metro Budget includes a study program to address the region's future spectator facility needs; and

WHEREAS, the Council adopted Resolution No. 90-1243 providing policy guidance for the spectator facility study included in the approved budget; and

WHEREAS, such planning efforts should be coordinated with several related initiatives and activities including the City of Portland Cultural Planning process, the formation of a City Advisory Committee to the Portland Center for the Performing Arts, and private sector groups interested in new sports facilities; now, therefore,

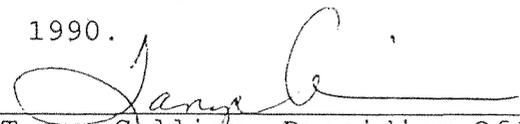
BE IT RESOLVED, that

1. A Public Policy Advisory Committee be established to coordinate planning for new facility development and financing, and to address on-going issues related to the region's inventory of convention, trade, performing arts and spectator facilities, as defined in Resolution No. 90-1243 attached hereto as Exhibit A.

2. That the members of Public Policy Advisory Committee and appointment thereto shall be according to Exhibit B attached hereto.

3. That the Committee shall present a work program to the Council Convention and Visitor Facilities Committee for comment 60 days after its first official meeting, provide interim progress reports to the Council Committee, and shall issue its final report by June 30, 1991.

ADOPTED by the Council of the Metropolitan Service District this 12th day of July, 1990.



Tanya Collier, Presiding Officer

EXHIBIT A

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING A)	Resolution No. 90-1243
STUDY OF PERMANENT OPERATIONS)	INTRODUCED BY THE
FUNDING FOR METRO ERC FACILITIES)	COUNCIL CONVENTION
AND THE FEASIBILITY OF)	AND VISITORS FACILITIES
CONSTRUCTING NEW SPORTS FACILITIES)	COMMITTEE
AND DEFINING STUDY OBJECTIVES)	

WHEREAS, In May of 1986 the Council of the Metropolitan Service District adopted the Convention, Trade, and Spectator Facilities Master Plan; and

WHEREAS, This Master Plan established the Metropolitan Service District as the lead agency for regional convention, trade, and spectator facilities; and

WHEREAS, This Master Plan contained recommendations that the District pursue development of both a new arena and and new stadium for the region; and

WHEREAS, In December of 1987, the Council of the Metropolitan Service District created the Metropolitan Exposition-Recreation Commission to operate the region's inventory of convention, trade, and spectator facilities; and

WHEREAS, In December of 1989, the Councils of the Metropolitan Service District and the City of Portland approved a Phase 1 consolidation agreement providing for the management of City Spectator and Performing Arts Facilities by the Metropolitan Exposition-Recreation Commission; and

WHEREAS, Phase 2 consolidation is anticipated to lead to Metro assuming financial responsibility for the operation and maintenance of all Metro ERC facilities; and

WHEREAS, The Council needs additional information regarding new facilities and sources of revenue prior to considering Phase 2 of consolidation; and

WHEREAS, Financial studies of the consolidated system of facilities indicate that additional funding will be required within the next few years;

WHEREAS, the Executive Officer's proposed FY 1990-91 Budget includes a program to address the region's future spectator facility needs; now, therefore,

BE IT RESOLVED, that:

1. The Council of the Metropolitan Service District authorizes the Executive Officer to undertake a planning, development and financing effort to address on-going issues related to the region's inventory of convention, trade, and spectator facilities, with the objectives stated below:

a. To develop information and foster community discussion regarding funding necessary to support the current system of Metro ERC facilities, including the Performing Arts Center, Civic Stadium, Memorial Coliseum and the Oregon Convention Center -- taking into account the impact new facilities may have on the existing facilities.

b. To develop information and foster community discussion so that the Council may evaluate interest in constructing a new arena, capable of serving as a new home for the Portland Trailblazers.

c. To develop information and foster community discussion so that the Council may evaluate interest in constructing a new stadium.

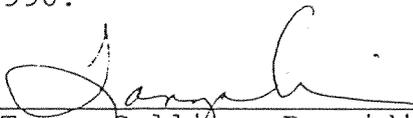
d. To develop information and foster community discussion so that the Council may evaluate interest in public funding for the arts.

2. Specific questions to be addressed in conduct of this work include:

- a. What is the long-term effect of no action?
- b. What is the public interest in additional funding for the Portland Center for the Performing Arts;
- c. What is the public interest in a new arena or stadium;
- d. What are the tangible or intangible benefits or detriments to the region from such new facilities;
- e. Will the new facilities be publicly or privately operated? What impact will new facilities - whether constructed and/or operated privately or publicly or in some public/private mix - have on the Civic Stadium and Memorial Coliseum, and on the current ability of the Coliseum to generate profits to support the Civic Stadium and Portland Center for the Performing Arts operating budgets;
- f. What is the cost to build and operate new facilities, and what is the equitable mix of public and private financing? .
- g. If public funds are required for either capital or on-going operating support, what are the most equitable sources?
- h. Where should new facilities be located and what are the transportation and land use implications of alternative sites?
- i. What are the expectations of jurisdictions in the region regarding the funding of current Metro ERC facilities, as well as the funding and siting of any new facilities, and how are those expectations likely to affect support for alternative funding mechanisms.
- j. What is the recommended timing of construction of any new facilities, and what are the preconditions to construction?
- k. What legislative issues regarding financing and authority need to be addressed in the 1991 Legislature as a result of this program?

3. By subsequent resolution the Council shall establish a Task Force to advise staff in the conduct of this study and to develop recommended actions to take as a result of the study. The Task Force shall regularly report to the Convention Center Committee and the Metro ERC and shall present its final report to the Council no later than June 30, 1991. It is the Council's intent that the Task Force will represent a diversity of interests in terms of constituencies, jurisdictions, and points of view.

ADOPTED by the Council of the Metropolitan Service District
this 24th day of May, 1990.



Tanya Collier, Presiding Officer

Meeting Date: AUG 09 1990

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Appointment

BCC Informal _____ (date) BCC Formal Thursday, August 9, 1990 (date)

DEPARTMENT County Chair DIVISION _____

CONTACT Judy Boyer TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Appointment of Jose E. Solvano to the Metropolitan Arts Commission for a term ending July, 1992.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Mary McCarty*

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

CLERK OF
COUNTY COMMISSIONERS
1990 AUG -2 AM 10:13
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

Metropolitan Arts Commission

B. Name Jose E. Solano

Address Route 1, Box 664

City Hillsboro State Oregon Zip 97124

Do you live in _____ unincorporated Multnomah County or _____ a city within Multnomah County.

Home Phone 647-5202

C. Current Employer Portland Public Schools

Address 501 N. Dixon

City Portland State Oregon Zip 97227

Your Job Title Coordinator of Foreign Language Computer Lab

Work Phone 280-5630 (Ext) _____

Is your place of employment located in Multnomah County? Yes No _____

D. Previous Employers	Dates	Job Title
Education Service District (Washington County)	1978-1984	Director) Migrant Education
New York City Public Schools	1975-1978	Teacher
Currently owns Arte Flamenco Danco Co. (Spanish Dance Company)		

GLADYS McCOY, MULTNOMAH COUNTY CHAIR
1021 SW 4TH, ROOM 134
PORTLAND, OREGON 97204
(503) 248-3308

CONTACT:

E. Please list all current and past volunteer/civic activities.

<u>Name of Organization</u> (Serving Migrants)	<u>Dates</u>	<u>Responsibilities</u>
Central Cultural of Washington County	1980-1984	Chair of Board
Washington County Community Action	1980-1984	Board/Exec. Comm.

F. Please list all post-secondary school education.

<u>Name of School</u>	<u>Dates</u>	<u>Degree/Course of Study</u>
City University N.Y.	1977	Masters - Education
N.Y. State University	1975	B.S. - Anthropology

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Miguel Salinas, School Principal (Smith School)

Paul Coakley, Principal Tubman School

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

I. Affirmative Action Information

Male Hispanic
sex / racial ethnic background

birth date: Month 07 Day 08 Year 43

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

Signature _____ Date _____

lom
6/83

Meeting Date: AUG 09 1990

Agenda No.: C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Appointment

BCC Informal _____
(date)

BCC Formal Thursday, August 9, 1990
(date)

DEPARTMENT County Chair

DIVISION _____

CONTACT Judy Boyer

TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

INFORMATIONAL ONLY

POLICY DIRECTION

APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Appointment of Elizabeth J. Warman to the Private Industry Council Board of Directors for a term ending June 30, 1992.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Glady's McCoy

Or

DEPARTMENT MANAGER _____

1990 AUG - 2 11 10 13
COUNTY CLERK
CLERK OF COUNTY
OREGON

(All accompanying documents must have required signatures)

THE PRIVATE INDUSTRY COUNCIL

Member Application

Elizabeth J. Warman

Name: _____

Affiliation/Business: The Boeing Company

Business Address: P.O. Box 20487 Portland, OR 97220 Telephone: 667-8733

Job Title: Public Relations Manager

Home Address: 11230 Beutel Rd. Oregon City, OR 97045 Telephone: 655-6656

1. Is your business/organization located in Washington County? NO

2. Do you work for a private-for-profit business? YES

a. If no, what type of a business/organization is it? _____

b. How many employees? 2100

3. Is your business/organization representative of any of the following interest groups?

a. Minority business Enterprise _____

b. Female Business Enterprise _____

c. Other _____

4. Please explain the focus/nature of your organization/business.
Manufacture of aircraft parts

5. Please list any community activities, organizations and your involvement.
Gresham Chamber of Commerce Executive officer and boardmember
Portland Chamber of Commerce - Member of the Education Task Force

Business Youth Exchange - Boardmember

6. What is your perception of the role of the PIC in the Job Training Partnership Act? To provide a vehicle for clients to identify training and skills needed for entering the job market. After identifying training needs, helping the client to match needs with opportunities in the community.

7. Why are you interested in becoming a member of the PIC Board of Directors and what knowledge/experience would you bring to the Board?
It fits with the kinds of educational and training programs that are identified by The Boeing Company as being priority programs.

NOTE: The PIC meets at least once a month at 7:30 a.m. on Wednesdays. Committee assignments require additional time commitments. By your signature below, you will be assuring the PIC of your ability to participate in this time commitment.

Signed: Elizabeth J. Warman

Date: 2/22/90

Meeting Date: ~~AUG 2 1990~~ R-1

Agenda No.: ~~R-4~~

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Audit Committee Ordinance

BCC Informal _____ BCC Formal August 9, 1990
(date) (date)

DEPARTMENT DGS DIVISION Finance

CONTACT David Boyer TELEPHONE 248-3312

PERSON(S) MAKING PRESENTATION David Boyer

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 - 15 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Audit Committee is established to serve as liaison between Board of County Commissioners, the external auditors and management. Assures the Comprehensive Annual Audit, Single Audit and Report to Management are reviewed with Board of County Commissioners.

*8/9/90 1st Reading of Substitute ORD Approved -
2nd Reading 8/16/90*

Fiscal Impact - NONE

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *AB*

Or

DEPARTMENT MANAGER *Linda Alexander bs*

(All accompanying documents must have required signatures)

1990 JUL 20 10:40 AM
CLERK OF COUNTY BOARD
OREGON

ORDINANCE FACT SHEET

Ordinance Title: Multnomah County Audit Committee

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

Audit Committee is established to serve as liaison between Board of County Commissioners, the external auditors and management. Assures that Comprehensive Annual Audit, Single Audit and Report to Management are reviewed with Board of County Commissioners. This type of policy is recommended by Government Finance Officers Association and has been reviewed by the Chair's Office, Planning and Budget.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

City of Portland

What has been the experience in other areas with this type of legislation?

Good communication between Management, Auditors and Governing body.

What is the fiscal impact, if any?

(NONE)

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: *Paul Boyer*

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: *Janda Alexander*

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An Ordinance establishing an Audit Committee and Financial Audit Policy.

Multnomah County ordains as follows:

SECTION I. This ordinance shall be known as the Multnomah County Audit Committee ordinance.

SECTION II. FINDINGS

- (A) The Board of Commissioners has the responsibility for reviewing the fiscal activities of the County.
- (B) The Board of County Commissioners and/or the executive officer of the County has the responsibility to ensure the County's financial records are audited on an annual basis pursuant to Oregon Revised Statutes (ORS) 294 and 297.

SECTION III. AUTHORITY AND RESPONSIBILITY

- (A) The Audit Committee is to serve as a liaison between the Board of County Commissioners, the independent external auditor, and management, as their duties relate to financial accounting, reporting, and internal controls and compliance. The Audit Committee is to assist the Board of County Commissioners in reviewing accounting policies and reporting practices of Multnomah County as they relate to the County's Comprehensive Annual Financial Report. The Committee is to be the County's agent in assuring the independence of the County's external auditors, the integrity of management, and the adequacy of disclosures to the public. The Committee shall participate with management during the selection process of the auditors.
- (B) The Audit Committee is to meet at least annually and as many times as the Committee deems necessary.

SECTION IV. DEFINITIONS

- (A) "Agency" means the entity being audited. This can be the County overall, or a department, division, program, or fund. In certain cases, it can also include reporting entities operated solely outside of a County organization.

- (B) "External Auditor" means the Certified Public Accountant (CPA) or accounting firm in charge of conducting the audit.
- (C) "Audit" means the examination and evaluation of an agency's activities by the auditor to determine that financial operations are properly conducted, that financial reports are presented in accordance with generally accepted accounting principles, and that the agency is in compliance with applicable laws and regulations. Additionally, audits may include the examination and evaluation of the overall adequacy of internal financial controls.
- (D) "Exception" means any audit finding requiring corrective action received as part of a final audit report, as well as any written recommendations and suggestions received from an auditor as the result of an audit.
- (E) "Management" means Department or Division Manager.

SECTION V. AUDIT COMMITTEE MEMBERSHIP

- (A) The membership of the Audit Committee shall be the following:
 - (1) County Chair or designee.
 - (2) One County Commissioner appointed by Chair.
 - (3) County Auditor.
 - (4) Department Director, Department of General Services.
 - (5) Independent citizen who is a CPA appointed by the Chair and who shall serve a three year term.

SECTION VI. DUTIES

- (A) The Audit Committee shall:
 - (1) Review, prior to the annual audit, the scope and general extent of the external auditor's planned examination, including their engagement letter.
 - (2) Review with management and the external auditor, upon completion of their audit, financial results for the year prior to the presentation to the Board of County Commissioners. This review is to encompass:
 - (a) The County's Comprehensive Annual Financial Report and Supplemental Disclosures required by Generally Accepted Accounting Principles (GAAP).
 - (b) Significant transactions not a normal part of the County's operations.

- (c) Selection of and changes, if any during the year, in the County's accounting principles or their application.
 - (d) Significant adjustments proposed by the external auditor.
 - (e) Any disagreements between the external auditor and management about matters that could be significant to the County's financial statements or the auditor's report.
 - (f) Difficulties encountered in performance of the audit.
 - (g) Violations of Federal and State law, County Ordinance, and contractual agreements reported by the auditor.
- (3) Request comments from management regarding the responsiveness of the external auditor to the County's needs. Inquire of the auditor whether there have been any disagreements with management that, if not satisfactorily resolved, would have caused them to issue a nonstandard report on the County's financial statements.
 - (4) Review with the external auditor the performance of the County's financial and accounting personnel and any recommendations that the external auditor may have. Topics to be considered during this discussion include improving internal financial controls, controls over compliance, the selection of accounting principles, and financial reporting systems.
 - (5) Review written responses of management to "letter of comments and recommendations" from the external auditor and discuss with management the status of implementation of prior period recommendations and corrective action plans.
 - (6) Recommend to Board of County Commissioners revisions that should be made to the County's financial policies or internal controls.
 - (7) Recommend to the Board of County Commissioners appropriate extensions or changes in the duties of the committee.

SECTION VII. AUDIT POLICY

(A) Audit Initiation:

- (1) A comprehensive financial audit shall be conducted yearly, shall include all Multnomah County funds, departments, divisions, and programs, and shall meet the legal requirements of a General Annual Audit as specified in ORS 297, an investment audit as required in ORS 294, and the single audit requirements of the Federal Government. This audit shall be conducted by an external auditor. This audit shall result in a Comprehensive Annual Financial Report for Multnomah County.

(B) Selection of External Auditor:

- (1) The selection of the external auditor shall be made according to Oregon Revised Statutes (ORS) and Multnomah County purchasing procedures, rules, and regulations concerning proper selection procedures.
- (2) The Audit Committee shall procure a request for proposals for the external auditor at least every five years for the County's Comprehensive Annual Financial Report.
- (3) The Audit Committee shall review the responses to the RFP and make a recommendation to the Board of County Commissioners on the selection of the external auditor.

(C) Audit Methodology:

- (1) All financial audits shall be conducted in accordance with Generally Accepted Auditing Standards (GAAS), Government Accounting Auditing and Financial Reporting Requirements (GAAFR), state and federal rules and regulations, and Audits of State and Local Government Units requirements established by the American Institute of Certified Public Accountants. The audit shall report that it was done in accordance with at least one of the above.
- (2) Where a financial compliance audit is performed, the audit shall state that the books and records were or were not kept in accordance with Generally Accepted Accounting Principles (GAAP).

(D) Department Responsibilities:

- (1) When notified by the Finance Division, Department of General Services, that an audit has been initiated, the agency being audited shall make available all books and records requested by the external auditor. The agency shall cooperate with the external auditor to the fullest extent possible so that the audit may be completed as quickly and prudently as possible.

(E) Finance Division Responsibilities:

- (1) The Finance Director is responsible for managing the contract with the external auditor selected pursuant to Section VII of this ordinance and is responsible for ensuring that the County's Comprehensive Annual Financial Report is published.

(F) Submission:

- (1) Final financial and audit reports shall be submitted to the Audit Committee for review. Appropriate department managers shall be invited to participate in the review and to respond to any exceptions noted in the audit. If further response is desired by the committee, the audit shall be referred to the department with a request for the additional response.

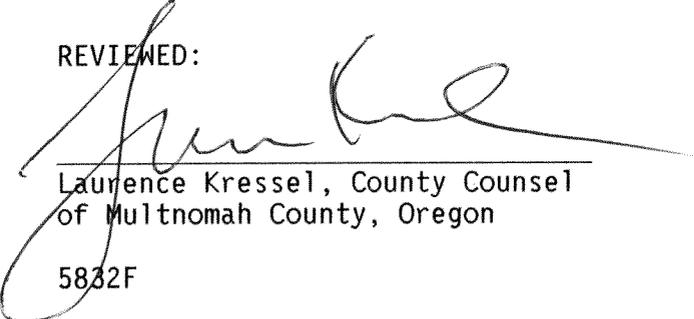
(2) Within 90 days of completion of the audit, the Audit Committee shall ensure that the final report is presented to the Board of County Commissioners.

(3) Upon presentation to the Board of County Commissioners, the audit will be considered complete.

ADOPTED this _____ day of _____, 19____.

By _____
Gladys McCoy, Chair
MULTNOMAH COUNTY, OREGON

REVIEWED:



Laurence Kressel, County Counsel
of Multnomah County, Oregon

5832F

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDINANCE NO. _____

An Ordinance establishing an Audit Committee and Financial Audit Policy.

Multnomah County ordains as follows:

SECTION I. This ordinance shall be known as the Multnomah County Audit Committee ordinance.

SECTION II. FINDINGS

- (A) The Board of Commissioners has the responsibility for reviewing the fiscal activities of the County.
- (B) The Board of County Commissioners and/or the executive officer of the County has the responsibility to ensure the County's financial records are audited on an annual basis pursuant to Oregon Revised Statutes (ORS) 294 and 297.

SECTION III. AUTHORITY AND RESPONSIBILITY

- (A) The Audit Committee is to serve as a liaison between the Board of County Commissioners, the independent external auditor, and management, as their duties relate to financial accounting, reporting, and internal controls and compliance. The Audit Committee is to assist the Board of County Commissioners in reviewing accounting policies and reporting practices of Multnomah County as they relate to the County's Comprehensive Annual Financial Report. The Committee is to be the County's agent in assuring the independence of the County's external auditors, the integrity of management, and the adequacy of disclosures to the public. The Committee shall participate with management during the selection process of the external auditors.
- (B) The Audit Committee is to meet at least annually and as many times as the Committee deems necessary.

SECTION IV. DEFINITIONS

- (A) "Agency" means the entity being audited. This can be the County overall, or a department, division, program, or fund. In certain cases, it can also include reporting entities operated solely outside of a County organization.

- (B) "External Auditor" means the Certified Public Accountant (CPA) or accounting firm in charge of conducting the audit.
- (C) "Audit" means the examination and evaluation of an agency's activities by the auditor to determine that financial operations are properly conducted, that financial reports are presented in accordance with generally accepted accounting principles, and that the agency is in compliance with applicable laws and regulations. Additionally, audits may include the examination and evaluation of the overall adequacy of internal financial controls.
- (D) "Exception" means any audit finding requiring corrective action received as part of a final audit report, as well as any written recommendations and suggestions received from an auditor as the result of an audit.
- (E) "Management" means Department or Division Manager.

SECTION V. AUDIT COMMITTEE MEMBERSHIP

- (A) The membership of the Audit Committee shall be the following:
 - (1) County Chair or designee.
 - (2) One County Commissioner appointed by Chair.
 - (3) County Auditor.
 - (4) Independent citizen who is a CPA appointed by the Chair.
 - (5) Independent citizen who is a CPA recommended by Auditor.
 - (6) Department Director, Department of General Services (Non-Voting Capacity).
- (B) Each citizen member shall serve a three year term from the date of appointment. No citizen member may serve more than two consecutive terms.
- (C) Selection of the Audit Committee shall be designed to ensure the maximum degree of independence for the audit management process. Voting members must reside in Multnomah County.
- (D) Members of the Audit Committee shall have no monetary or investment interest in any matters concerning the selection of the external auditor.
- (E) Multnomah County employees and employees of any organization providing or bidding upon audit contract services to Multnomah County shall not be eligible for membership on the Audit Committee.

- (F) The Committee shall elect or appoint a chairperson to preside at all meetings. The Chair's duties shall rotate annually, with no Chair presiding for more than one year in any term. The Audit Committee shall also designate a person as chair-elect to preside as vice-chair.

SECTION VI. DUTIES

- (A) The Audit Committee shall:

- (1) Review, prior to the annual audit, the scope and general extent of the external auditor's planned examination, including their engagement letter.
- (2) Review with management and the external auditor, upon completion of their audit, financial results for the year prior to the presentation to the Board of County Commissioners. This review is to encompass:
 - (a) The County's Comprehensive Annual Financial Report and Supplemental Disclosures required by Generally Accepted Accounting Principles (GAAP).
 - (b) Significant transactions not a normal part of the County's operations.
 - (c) Selection of and changes, if any during the year, in the County's accounting principles or their application.
 - (d) Significant adjustments proposed by the external auditor.
 - (e) Any disagreements between the external auditor and management about matters that could be significant to the County's financial statements or the auditor's report.
 - (f) Difficulties encountered in performance of the audit.
 - (g) Violations of Federal and State law, County Ordinance, and contractual agreements reported by the external auditor.
- (3) Request comments from management regarding the responsiveness of the external auditor to the County's needs. Inquire of the auditor whether there have been any disagreements with management that, if not satisfactorily resolved, would have caused them to issue a nonstandard report on the County's financial statements.
- (4) Review with the external auditor the performance of the County's financial and accounting personnel and any recommendations that the external auditor may have. Topics to be considered during this discussion include improving internal financial controls, controls over compliance, the selection of accounting principles, and financial reporting systems.

- (5) Review written responses of management to "letter of comments and recommendations" from the external auditor and discuss with management the status of implementation of prior period recommendations and corrective action plans.
- (6) Recommend to Board of County Commissioners revisions that should be made to the County's financial policies or internal controls.
- (7) Recommend to the Board of County Commissioners appropriate extensions or changes in the duties of the committee.
- (8) Selection of External Auditor:
 - (A) The selection of the external auditor shall be made according to Oregon Revised Statutes (ORS) and Multnomah County purchasing procedures, rules, and regulations concerning proper selection procedures.
 - (B) The Audit Committee shall procure a request for proposals for the external auditor at least every five years for the County's Comprehensive Annual Financial Report.
 - (C) The Audit Committee shall review the responses to the RFP and make a recommendation to the Board of County Commissioners on the selection of the external auditor.

SECTION VII. AUDIT POLICY

(A) Audit Initiation:

- (1) A comprehensive financial audit shall be conducted yearly, shall include all Multnomah County funds, departments, divisions, and programs, and shall meet the legal requirements of a General Annual Audit as specified in ORS 297, an investment audit as required in ORS 294, and the single audit requirements of the Federal Government. This audit shall be conducted by an external auditor. This audit shall result in a Comprehensive Annual Financial Report for Multnomah County.

(B) Audit Methodology:

- (1) All financial audits shall be conducted in accordance with Generally Accepted Auditing Standards (GAAS), Government Accounting Auditing and Financial Reporting Requirements (GAAFR), state and federal rules and regulations, and Audits of State and Local Government Units requirements established by the American Institute of Certified Public Accountants. The audit shall report that it was done in accordance with at least one of the above.
- (2) Where a financial compliance audit is performed, the audit shall state that the books and records were or were not kept in accordance with Generally Accepted Accounting Principles (GAAP).

(C) Department Responsibilities:

- (1) When notified by the Finance Division, Department of General Services, that an audit has been initiated, the agency being audited shall make available all books and records requested by the external auditor. The agency shall cooperate with the external auditor to the fullest extent possible so that the audit may be completed as quickly and prudently as possible.

(D) Finance Division Responsibilities:

- (1) The Finance Director is responsible for managing the contract awarded to the external auditor selected under Section VI of this ordinance and is responsible for ensuring that the County's Comprehensive Annual Financial Report is published.

(E) Submission:

- (1) Final financial and audit reports shall be submitted to the Audit Committee for review. Appropriate department managers shall be invited to participate in the review and to respond to any exceptions noted in the audit. If further response is desired by the committee, the audit shall be referred to the department with a request for the additional response.
- (2) Within 90 days of completion of the audit, the Audit Committee shall ensure that the final report is presented to the Board of County Commissioners.
- (3) Upon presentation to the Board of County Commissioners, the audit will be considered complete.

ADOPTED this _____ day of _____, 19____.

By _____
Gladys McCoy, Chair
MULTNOMAH COUNTY, OREGON

REVIEWED:



Laurence Kressel, County Counsel
of Multnomah County, Oregon

5832F

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY, OREGON

3 ORDINANCE NO. _____

4
5 An Ordinance establishing an Audit Committee and Financial Audit Policy.

6
7 Multnomah County ordains as follows:

8
9 SECTION I. This ordinance shall be known as the Multnomah County Audit
10 Committee ordinance.

11
12 SECTION II. FINDINGS

13
14 (A) The Board of Commissioners has the responsibility for reviewing the
15 fiscal activities of the County.

16 (B) The Board of County Commissioners and/or the executive officer of the
17 County has the responsibility to ensure the County's financial
18 records are audited on an annual basis pursuant to Oregon Revised
19 Statutes (ORS) 294 and 297.

20
21 SECTION III. AUTHORITY AND RESPONSIBILITY

22
23 (A) The Audit Committee is to serve as a liaison between the Board of
24 County Commissioners, the independent external auditor, and
25 management, as their duties relate to financial accounting,
26 reporting, and internal controls and compliance. The Audit Committee

1 is to assist the Board of County Commissioners in reviewing
2 accounting policies and reporting practices of Multnomah County as
3 they relate to the County's Comprehensive Annual Financial Report.
4 The Committee is to be the County's agent in assuring the
5 independence of the County's external auditors, the integrity of
6 management, and the adequacy of disclosures to the public. The
7 Committee shall participate with management during the selection
8 process of the external auditors.

9
10 (B) The Audit Committee is to meet at least annually and as many times as
11 the Committee deems necessary.

12
13 SECTION IV. DEFINITIONS

14
15 (A) "Agency" means the entity being audited. This can be the County
16 overall, or a department, division, program, or fund. In certain
17 cases, it can also include reporting entities operated solely outside
18 of a County organization.

19
20 (B) "External Auditor" means the Certified Public Accountant (CPA) or
21 accounting firm in charge of conducting the audit.

22
23 (C) "Audit" means the examination and evaluation of an agency's
24 activities by the auditor to determine that financial operations are
25
26

1 properly conducted, that financial reports are presented in
2 accordance with generally accepted accounting principles, and that
3 the agency is in compliance with applicable laws and regulations.
4 Additionally, audits may include the examination and evaluation of
5 the overall adequacy of internal financial controls.

6
7 (D) "Exception" means any audit finding requiring corrective action
8 received as part of a final audit report, as well as any written
9 recommendations and suggestions received from an auditor as the
10 result of an audit.

11
12 (E) "Management" means Department or Division Manager.

13
14 SECTION V. AUDIT COMMITTEE MEMBERSHIP

15
16 (A) The membership of the Audit Committee shall be the following:

17
18 (1) County Chair or designee.

19
20 (2) One County Commissioner appointed by Chair.

21
22 (3) County Auditor. (Non-Voting Capacity)

23
24 (4) Independent citizen who is a CPA appointed by the Chair.

1 (5) Two independent citizens recommended by the Citizen Involvement
2 Committee.

3
4 (6) Department Director, Department of General Services (Non-Voting
5 Capacity).

6
7 (B) Each citizen member shall serve a three year term from the date of
8 appointment. No citizen member may serve more than two consecutive
9 terms.

10
11 (C) Selection of the Audit Committee shall be designed to ensure the
12 maximum degree of independence for the audit management process.
13 Voting members must reside in Multnomah County.

14
15 (D) Members of the Audit Committee shall have no monetary or investment
16 interest in any matters concerning the selection of the external
17 auditor.

18
19 (E) Multnomah County employees and employees of any organization
20 providing or bidding upon audit contract services to Multnomah County
21 shall not be eligible for membership on the Audit Committee.

1 (F) The Committee shall elect or appoint a chairperson to preside at all
2 meetings. The Chair's duties shall rotate annually, with no Chair
3 presiding for more than one year in any term. The Audit Committee
4 shall also designate a person as chair-elect to preside as vice-chair.
5

6 SECTION VI. DUTIES
7

8 (A) The Audit Committee shall:
9

10 (1) Review, prior to the annual audit, the scope and general extent
11 of the external auditor's planned examination, including their
12 engagement letter.
13

14 (2) Review with management and the external auditor, upon completion
15 of their audit, financial results for the year prior to the
16 presentation to the Board of County Commissioners. This review
17 is to encompass:
18

19 (a) The County's Comprehensive Annual Financial Report and
20 Supplemental Disclosures required by Generally Accepted
21 Accounting Principles (GAAP).
22

23 (b) Significant transactions not a normal part of the County's
24 operations.
25
26

1 (c) Selection of and changes, if any during the year, in the
2 County's accounting principles or their application.

3
4 (d) Significant adjustments proposed by the external auditor.

5
6 (e) Any disagreements between the external auditor and
7 management about matters that could be significant to the
8 County's financial statements or the auditor's report.

9
10 (f) Difficulties encountered in performance of the audit.

11
12 (g) Violations of Federal and State law, County Ordinance, and
13 contractual agreements reported by the external auditor.

14
15 (3) Request comments from management regarding the responsiveness of
16 the external auditor to the County's needs. Inquire of the
17 auditor whether there have been any disagreements with
18 management that, if not satisfactorily resolved, would have
19 caused them to issue a nonstandard report on the County's
20 financial statements.

21
22 (4) Review with the external auditor the performance of the County's
23 financial and accounting personnel and any recommendations that
24 the external auditor may have. Topics to be considered during
25
26

1 this discussion include improving internal financial controls,
2 controls over compliance, the selection of accounting
3 principles, and financial reporting systems.

4
5 (5) Review written responses of management to "letter of comments
6 and recommendations" from the external auditor and discuss with
7 management the status of implementation of prior period
8 recommendations and corrective action plans.

9
10 (6) Recommend to Board of County Commissioners revisions that should
11 be made to the County's financial policies or internal controls.

12
13 (7) Recommend to the Board of County Commissioners appropriate
14 extensions or changes in the duties of the committee.

15
16 (8) Selection of External Auditor:

17
18 (A) The selection of the external auditor shall be made
19 according to Oregon Revised Statutes (ORS) and Multnomah
20 County purchasing procedures, rules, and regulations
21 concerning proper selection procedures.

1 (B) The Audit Committee shall procure a request for proposals
2 for the external auditor at least every five years for the
3 County's Comprehensive Annual Financial Report.
4

5 (C) The Audit Committee shall review the responses to the RFP
6 and make a recommendation to the Board of County
7 Commissioners on the selection of the external auditor.
8

9 SECTION VII. AUDIT POLICY
10

11 (A) Audit Initiation:
12

13 (1) A comprehensive financial audit shall be conducted yearly, shall
14 include all Multnomah County funds, departments, divisions, and
15 programs, and shall meet the legal requirements of a General
16 Annual Audit as specified in ORS 297, an investment audit as
17 required in ORS 294, and the single audit requirements of the
18 Federal Government. This audit shall be conducted by an
19 external auditor. This audit shall result in a Comprehensive
20 Annual Financial Report for Multnomah County.
21
22
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1 (B) Audit Methodology:

2
3 (1) All financial audits shall be conducted in accordance with
4 Generally Accepted Auditing Standards (GAAS), Generally Accepted
5 Government Auditing Standards (GAGAS), Government Accounting
6 Auditing and Financial Reporting Requirements (GAAFR), state and
7 federal rules and regulations, and Audits of State and Local
8 Government Units requirements established by the American
9 Institute of Certified Public Accountants. The audit shall
10 report that it was done in accordance with at least one of the
11 above.

12
13 (2) Where a financial compliance audit is performed, the audit shall
14 state that the books and records were or were not kept in
15 accordance with Generally Accepted Accounting Principles (GAAP).

16
17 (C) Finance Division Responsibilities:

18
19 (1) The Finance Director is responsible for managing the contract
20 awarded to the external auditor selected under Section VI of
21 this ordinance and is responsible for ensuring that the County's
22 Comprehensive Annual Financial Report is published.

1 (D) Department Responsibilities:

2
3 (1) When notified by the Finance Division, Department of General
4 Services, that an audit has been initiated, the agency being
5 audited shall make available all books and records requested by
6 the external auditor. The agency shall cooperate with the
7 external auditor to the fullest extent possible so that the
8 audit may be completed as quickly and prudently as possible.
9

10 (E) Submission:

11
12 (1) Final financial and audit reports shall be submitted to the
13 Audit Committee for review. Appropriate department managers
14 shall be invited to participate in the review and to respond to
15 any exceptions noted in the audit. If further response is
16 desired by the committee, the audit exception shall be referred
17 to the department with a request for the additional response.
18

19 (2) Within 90 days of completion of the audit, the Audit Committee
20 shall ensure that the final report is presented to the Board of
21 County Commissioners.
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(3) Upon presentation to the Board of County Commissioners, the
audit will be considered complete.

ADOPTED this _____ day of _____, 19____.

By _____
Gladys McCoy, Chair
MULTNOMAH COUNTY, OREGON

REVIEWED:

Laurence Kressel, County Counsel
of Multnomah County, Oregon

5832F

AUG 09 1990

R-2

Meeting Date: ~~AUG 2 1990~~
Agenda No. : ~~R-3~~

(Above Space for Clerk's Office Use)

.....

AGENDA PLACEMENT FORM

(For Non-Budgetary Items)

First reading of ordinance submitting charter amendments to
SUBJECT: voters at Nov. 6, 1990 general election; declaring emergency.

BCC Informal _____ BCC Formal 8/2/90
(Date) (Date)

DEPARTMENT Non-departmental DIVISION Charter Review Committee

CONTACT Bill Rapp TELEPHONE 248-3525

PERSON(S) MAKING PRESENTATION Ann Porter/Bill Rapp

ACTION REQUESTED

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (Include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

This ordinance refers Charter Review Committee ballot measures to the voters at the Nov. 6, 1990 general election pursuant to Section 12.70 of the County Charter.

8/1/90 certified true copies sent to Bill Rapp & Vicki Ervin
#659
8/10/90 copies sent to ordinance list

SIGNATURES

ELECTED OFFICIAL _____

OR

DEPARTMENT MANAGER Bill Rapp

(All accompanying documents must have required signatures)

1990 JUL 20 11:05 AM
CLERK OF COUNTY
OREGON

ORDINANCE FACT SHEET

Ordinance Title: An ordinance submitting proposed County Home Rule Charter amendments to the voters at the general election to be held November 6, 1990; and declaring an emergency.

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

This ordinance refers Charter Review Committee ballot measures to the voters at the November 6, 1990 general election.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

N/A

What has been the experience in other areas with this type of legislation?

N/A

What is the fiscal impact, if any?

N/A

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Bill Kay

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: _____

LEAGUE of WOMEN VOTERS OF PORTLAND — EDUCATION FUND

BLANKENHORN
MULTNOMAH COUNTY CHAIR
1000 S.W. 4th, ROOM 134
PORTLAND, OREGON 97204
8/2/90

512 WILLAMETTE BLDG — 534 S.W. THIRD
PORTLAND, OR 97204-2513
TELEPHONE: (503) 228-1675

We would like to endorse several of the proposed Multnomah County Charter amendments on behalf of the League of Women Voters of Multnomah County. The most recent of 4 times that the League has studied county government is 1983. At that time, a consensus of voting League members recommended the following changes, pertinent to today's discussion:

1. separation of administrative and legislative functions
2. paid lobbyist to represent Multnomah County's interests in Salem
3. freedom for an elected official to run for another office without having to resign from his/her current office.

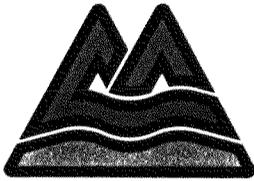
As a result, we recommend that the following recommended amendments be referred to a vote of the people:

1. a paid professional manager hired by the Council, be employed to handle administrative functions, leaving legislative functions to elected Commissioners
2. repeal of the prohibition of county lobbyist. In reality, we are already paying for one, but his wings are clipped as to what he can lobby for, so we are not getting the best value for our money. Besides, being a large, home rule county, we are greatly in need of having our interests heard in the Capitol.
3. the amendment increasing the lead time that a person elected into office can file for subsequent elections, from about 10 to 18 months, is a step in the right direction of ensuring elected officials are free to run for other offices without first resigning from current office held.

We also believe that the amendment to keep the Sherrif's salary at least on par with his highest paid employee should be referred, as it brings our county into conformance with state law. Since we do not have positions on the other two amendments, we can not endorse the one repealing the 2 term limitation or the one appointing another County Charter review in 1998. However, we would like to go on record that we do not oppose them. Thank you for this opportunity to present this testimony.

Cheri Unger, President
LWV of Portland

Robert Russnogle
LWV of East Multnomah County



MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL
1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138
FAX 248-3377

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
RICK BAUMAN
GRETCHEN KAFOURY
SHARRON KELLEY

M E M O R A N D U M

TO: Board of County Commissioners
Gladys McCoy, Chair
Pauline Anderson
Rick Bauman
Gretchen Kafoury
Sharron Kelley

Robert Skipper, Sheriff
Dan Ivancie, County Auditor

FROM: Larry Kressel *LK*
County Counsel (106/1530)

DATE: July 27, 1990

RE: Proposed Charter Amendments: Ballot
Titles

COUNTY COUNSEL
LAURENCE KRESSEL
CHIEF ASSISTANT
JOHN L. DU BAY
ASSISTANTS
SANDRA N. DUFFY
J. MICHAEL DOYLE
GERALD H. ITKIN
H. H. LAZENBY, JR.
PAUL G. MACKAY
MATTHEW O. RYAN
MARK B. WILLIAMS

1990 JUL 30 11 3:13
MULTNOMAH COUNTY
OREGON

As you know, the Charter Review Committee has prepared several measures to amend the Home Rule Charter. The Committee's report, including an ordinance referring the measures to the voters and draft ballot titles and voters' pamphlet statements for them are on the Board's informal agenda for July 31 and formal agenda for August 2.

The election is in November. The filing deadline for the ballot titles is September 6.

I have been asked by the Chair whether the Board must approve the ballot titles and voters' pamphlet statements as submitted by the Committee. The Chair also asked whether the submitted ballot titles meet the legal criteria.

Board of County Commissioners
July 27, 1990
Page 2

The answer to the first question is no. The Charter obligates the Board to submit to the voters the Committee's proposed amendments. See Charter section 12.70. However, the Charter is silent on responsibility for the ballot titles and voters' pamphlet statements. The County Code provides that the Board of Commissioners shall prepare ballot titles for measures, including charter amendments, referred to the people by the Board. MCC 4.51.060. The Code also requires the Board to "file" a Voters Pamphlet Statement, MCC 4.10.530(B). Since MCC4.10.530(B) is entitled "Preparation of ballot titles and explanatory statements," the intent seems to be that the Board also "prepares" the explanatory statements.

Although the Board is free to give weight to the Committee's ballot titles and explanatory statements, I conclude the Board retains ultimate responsibility for assuring compliance with the legal standards.

Compliance with Standards

The standards for ballot titles are set forth in ORS 250.035 and 250.039. Parallel standards appear in the county code. See MCC 4.51.030. In sum, the law requires a Caption identifying the subject of the measure (10 word maximum), a Question plainly phrasing the chief purpose of the measure (20 word maximum), and a concise and impartial Summary of the measure and its major effect (85 word maximum). According to ORS 250.039, a ballot title must be readable, impartial, concise and accurate.

A voters' pamphlet statement must be "impartial, simple and understandable, explaining the measure and its effect" (maximum of 500 words).

Last week I reviewed the Committee's ballot titles and submitted a few recommendations to the Committee (see attached memorandum). The Committee's final report accepted some of these recommendations but most were not accepted.

A key legal concern is with the Committee's ballot title Captions. Most of them identify the sponsor or source of the measure (the Committee), rather than the subject of the measure as the statute requires. See ORS 250.035(1)(a). As I pointed out to the Committee, there can be a reference to the Committee on the ballot, but it should not be in the ballot title.

If my reading of the law is accepted by the Board, it will be necessary to revise the Captions for these seven ballot titles. I have drafted some alternative ballot title Captions

Board of County Commissioners
July 27, 1990
Page 3

(attached) . No doubt other wordings could also suffice. As already stated, the law requires the subject of the measure to be identified in 10 words or less.

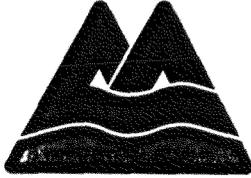
cc Bill Rapp
Dick Roberts, Esq.

1ATTY.219/mw

Proposed Ballot Title Captions for Charter Amendments

Submitted by County Counsel, 7/27/90

<u>Measure</u>	<u>Caption</u>
1	Amends County Charter to Provide for Appointed County Manager.
2	Amends County Charter: Allows County to Hire Legislative Advocate.
3	Amends County Charter: Permits County Commission to Set Sheriff's Salary.
4	Amends County Charter: County Commission sets Salaries of Chair/Commissioners.
5	Amends County Charter: Next Charter Review Committee Report in 1998.
6	Amends County Charter: Filing for Another Office Before Term Ends.
7	Amends County Charter: Number of Consecutive Terms Officials Can Serve.



MULTNOMAH COUNTY OREGON

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1120 S.W. FIFTH AVENUE, SUITE 1530
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BOARD OF COUNTY COMMISSIONERS
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H. H. LAZENBY, JR.
PAUL G. MACKAY
MATTHEW O. RYAN
MARK B. WILLIAMS

July 18, 1990

Richard Roberts
Lindsay, Hart, Neil Weigler
Attorneys at Law
700 Benj. Franklin Plaza
222 SW Columbia Street
Portland, OR 97201

Re: Charter Review Committee's Proposed
Ballot Titles

Dear Dick:

In the tight time frame available, I've looked at the ballot titles for the Charter Review Committee's proposed amendments. Overall, I have little comment. There are a few form changes and two specific rewordings I recommend.

Form

1. I recommend using the following headings: CAPTION, QUESTION, SUMMARY. These correspond with the statutory terms in ORS 250.035. The drafts don't use these headings.

2 Many of the captions use the phrase: "Multnomah County Charter Review Committee's Recommendations. . ." According to ORS 250.035(1)(a), however, the caption is to identify "the subject" of the measure. The phrase used in the draft identifies the sponsor of the measure instead. By deleting that phrase, we would have room within the ten word limit to accurately convey the subject of each measure.

The County Code requires that a measure referred by the Board be designated on the ballot (not necessarily in the

OFFICE COPY

Richard Roberts
July 18, 1990
Page 2

ballot title text) as follows: "Referred to the People by the Board of County Commissioners." MCC 4.51.080 (E). In this instance, I don't see why that language cannot be supplemented by a statement that the measure is the recommendation of the Charter Review Committee. Such a statement would convey the same message as the current captions.

3. Finally, I feel the draft ballot titles for measures 1 and 2 omit some key points about the actual measures. I've attached alternative language for these two ballot titles.

I hope you find the above comments helpful. I've responded as quickly as possible to the draft I received.

Sincerely,

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

cc Bill Rapp

1ATTY.213/mw

BALLOT MEASURE NO. 1

CAPTION:

Amends Home Rule Charter to provide for appointed county manager.

QUESTION:

Effective July 1991, shall an appointed manager rather than the Chair of County Commission be in charge of county administration?

SUMMARY:

Measure amends County Charter to transfer administrative functions now performed by elected Chair of the County Commission to an appointed County Manager. Manager would hire and supervise county employees, enforce ordinances, prepare annual budget and report to County Commission. Chair of Commission would be chief spokesperson for County Commission. Amendment also limits budgets for Chair, Commission and County Manager for fiscal year 1991-92 to 90% of prior year's budgets for Chair and Commission. Amendment would be effective July 1, 1991.

BALLOT MEASURE NO. 2

CAPTION:

Amends Charter to allow County to hire legislative advocate.

QUESTION:

Shall County be permitted to employ an advocate to represent County interests before legislative bodies?

SUMMARY:

Measure permits County to employ an advocate to represent County interests before state legislature and other governmental bodies. Measure repeals portion of present Charter that prohibits County from employing or hiring a paid lobbyist.

VICKI K. ERVIN
Director of Elections



1040 S.E. Morrison St.
Portland, Oregon 97214-2495
(503) 248-3720

DATE: August 6, 1990
TO: Bill Rapp, Administrator
Charter Review Committee
FROM: Vicki Ervin, Director of Elections
RE: Ballot Title Captions

Vicki

This is to confirm our conversation regarding wording for the ballot titles for the measures recommended by the Charter Review Committee.

You had asked whether it was illegal to use words to the effect of "Multnomah County Charter Review Committee's Recommendation" as part of the caption of a ballot title. I responded to you that there was nothing I knew of in law that prohibited the use of any specific language. And in fact that language was used in the ballot titles for the measures submitted by the last Charter Review Committee.

However, the law does require that the caption of a ballot title consist of "not more than 10 words which reasonably identifies the subject of the measure" (ORS 250.035). To whatever extent the proposed language for the ballot title caption does not speak to the subject matter of the measure, the legality of the caption may be suspect.

Since I am not an attorney I cannot give you a definitive response as to the actual language being proposed. My suggestion is that the Committee's attorney and county counsel have the necessary legal expertise to resolve the issue.

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON
ORDINANCE NO. 659

An ordinance submitting proposed County Home Rule Charter amendments to the voters at the general election to be held November 6, 1990; and declaring an emergency.

Multnomah County ordains as follows:

Section I. Purposes

A. The Multnomah County Home Rule Charter creates a Charter Review Committee and directs the Committee to make its report to the Board, including any amendments proposed to the charter, at least ninety-five (95) days prior to the 1990 primary or general election.

B. The Committee has concluded its review and has submitted its report to the board. The Committee recommends that seven (7) separate measures containing amendments to the Charter be submitted to the voters at the 1990 general election.

C. The Charter requires that amendments proposed by the Committee be submitted to the voters at the 1990 primary or general election or both.

Section II. Submission of Proposed Charter Amendments to Voters.

A. There shall be submitted to the voters of Multnomah County at the election to be held November 6, 1990, seven (7) measures containing amendments to the Multnomah County Charter.

1
2 The election shall be held concurrently with the statewide general
3 election and notice thereof shall be given as required by law.

4 B. Exhibit A, attached hereto and by this reference
5 incorporated herein, contains the proposed measures, proposed
6 ballot titles and explanatory statements.

7 C. The Clerk of the Board shall promptly certify the
8 proposed measures, ballot titles and explanatory statements to the
9 Director of the Elections Division who shall publish the notice
10 required by the county code.

11 D. The Board hereby determines that the aforementioned
12 measures, ballot titles and explanatory statements shall be
13 included in the state voters' pamphlet for the November, 1990
14 election. The Director of Elections shall file them with the
15 Secretary of State as required by law.

16 Section III. Emergency Clause.

17 This Ordinance, being necessary for the health, safety, and
18 general welfare of the people of Multnomah County, an emergency is
19 declared and the Ordinance shall take effect upon its execution by
20 the County Chair, pursuant to Section 5.50 of the Charter of
21 Multnomah County.
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ADOPTED this 9th day of August, 1990 being the date of its first reading before the Board of County Commissioners of Multnomah County, Oregon.



By Gladys McCooy for

GLADYS McCOY, CHAIR

MULTNOMAH COUNTY, OREGON

REVIEWED:

Laurence Kressel

Laurence Kressel, County Counsel
of Multnomah County, Oregon.

08/02/90

EXHIBIT A

BALLOT MEASURE NO. 1

CAPTION:

Multnomah County Charter Review Committee's
Recommendations: Chair, County Manager Responsibilities.

QUESTION:

Shall the Board of County Commissioners appoint a professional County Manager to perform the administrative functions of the County?

PURPOSE:

If this measure is approved: The County Charter will be amended to transfer administrative functions of the Chair of the Board to a professional County Manager who shall be appointed by the Board. The Chair of the Board will retain non-administrative functions and will be the chief spokesperson for the Board. The Charter will also be amended to reduce by 10% the total budget for the Chair, Commission and the County Manager for next fiscal year. The amendment would be effective July 1, 1991.

TEXT OF AMENDMENT FOR BALLOT MEASURE NO. 1

6.10 CHAIR OF THE BOARD. Effective July 1, 1991, t[T]he Chair of the Board of County Commissioners:

- (1) [shall be chief executive officer and personnel office of the County;]
shall be the chief spokesperson for the Board;
- (2) shall preside over meetings of the Board and have a vote on each matter before the Board; and
- [(3) shall have sole authority to appoint, order, direct and discharge administrative officers and employees of the County, except for the personal staff, employees or agents of elective county offices. Appointment of department heads shall be subject to consent of a majority of the board of commissioners;]
- [(4) shall execute the policies of the Board and ordinances of the County;]
- (3)[(5)] shall sign all contracts, bonds and other instruments requiring county consent[;]except as otherwise delegated by the Board.
- [(6) shall prepare the county budget for submission to the Board;]
- [(7) may delegate his or her administrative powers but shall retain full responsibility for the acts of his or her subordinates; and]
- [(8) shall perform all functions assigned in this County Charter to the County Executive. The Chair shall receive the same salary as the County Executive unless changed in accordance with Section 4.30 of this Charter. This Charter may be restated by the office of County Counsel to replace all references to the County Executive with references to the Chair of the Board Commissioners.]

6.15 COUNTY MANAGER.

- (1) The Board of County Commissioners shall, effective July 1, 1991, appoint, and thereafter employ, a County Manager to serve at the pleasure of the Board.
- (2) The Manager shall be the head of the administration of the county government and shall be responsible to the Board for proper administration of the affairs of the County and for carrying out the policies of the Board.

- (3) The Board shall select the Manager on the basis of his or her professional qualifications.
- (4) Except as otherwise specifically provided in this County Charter, the Manager shall:
- (a) Submit an annual report on the affairs of the County and otherwise keep the Board informed about the affairs and needs of the County;
 - (b) Appoint, supervise, transfer and remove all county department heads, administrative officers and employees except for the staff and employees of elected officials and the County Counsel; provided, however, the appointment of department heads shall be subject to confirmation by the Board and county counsel shall be appointed by, and serve at the pleasure of, the Board;
 - (c) See that county ordinances are enforced and that the terms of all county franchises, leases, contracts, permits and licenses are observed;
 - (d) Prepare the annual budget estimates to submit to the Board, including the manager's recommendations as to proposed expenditures and the revenue necessary to balance the budget;
 - (e) Have charge of all county purchases and custody and management of all county property and facilities; and
 - (f) Perform such other duties and exercise such other responsibilities as the Board deems necessary and appropriate to the Manager's function as head of County administration.
- (5) The total budget for the Board Chair, the Board of County Commissioners and the office of the County Manager for FY 1991-92 shall not exceed 90% of funds budgeted for the Board Chair and the Board of County Commissioners for FY 1990-91.

7.10 CLASSIFIED SERVICE. The classified service of the County shall consist of all positions in the government of the County except those of:

- (1) elective officers,
- (2) their personal assistants and secretaries,

(3) department heads, [and]

(4) the County Manager, and

[(4)](5) employees excluded by County Ordinance.

NOTE: Boldface type indicates new language; [bracketed and italicized] words are deletions or comments.

EXPLANATORY STATEMENT FOR BALLOT MEASURE NO. 1

This measure amends the county charter provisions concerning the Multnomah County Chair.

The measure transfers the administrative functions of the chair of the board to a professional county manager who shall be appointed by the board. The chair of the board will retain non-administrative functions and will remain the chief spokesperson for the board.

This measure also reduces the total budget for the chair of the board, the board of county commissioners and the newly created office of the county manager for fiscal year 1991-92 to no more than 90% of funds budgeted for the chair and board of commissioners for fiscal year 1990-91.

The measure provides an effective date of July 1, 1991.

The Charter Review Committee found that county government is not currently as effective as it would be if legislative/policy functions were separate from day-to-day administration of the county.

The Committee also found that the county has the potential to be run more efficiently, and in a more cost-effective manner, if a professional county manager administers the day-to-day operations of the county.

The Committee further found that the current structure of government causes a conflict because the chair is both a policy-maker and the elected official responsible for putting that policy into effect. For example, the chair is the elected official responsible for preparing the county budget and then also presents that budget to the entire board, including the chair, for approval.

Finally, the Committee found that the hiring of a county manager will result in the need for fewer administrative personnel in the legislative branch of county government.

In terms of cost savings, the Committee found that the potential savings in reducing by 10% the budget for the chair, the board of commissioners and the county manager is approximately \$180,000.

The Committee concluded that the conflict of interest should be reduced by eliminating the dual role of the county chair.

The Committee further concluded that county government would be more cost-effective if administrative tasks were performed by a professional county manager together with the imposition of a cap on the budgets of the board chair, the board of county commissioners and the county manager.

BALLOT MEASURE NO. 2

CAPTION:

Multnomah County Charter Review Committee's
Recommendation: Advocate, County Lobbyist.

QUESTION:

Shall the County be permitted to employ an advocate to represent County interests by repealing the prohibition of County lobbyist?

PURPOSE:

If this measure is approved: the County will be permitted to employ an advocate to represent the County's interests before the state legislature and other governmental bodies; and, the County Charter's prohibition on employing or hiring a paid lobbyist will be repealed.

TEXT OF AMENDMENT FOR BALLOT MEASURE NO. 2

6.50 SHERIFF--[PAID LOBBYIST] ADVOCATE. The people of Multnomah County shall elect:

- (1) A County Sheriff for the function of said office as prescribed by State Law and he or she shall have sole administration of all county jails and correctional institutions located in Multnomah County.
- (2) (This section was repealed in 1984).
- [(3) Multnomah County shall not employ or hire a paid lobbyist.]
- (3) The County may employ an advocate to represent the County's interests before the state legislature and other governmental bodies.
- (4) Effective January 1, 1985, no incumbent or future elected officer of the County shall be eligible to serve more than two full consecutive four-year terms in any one elective county office within any twelve-year period. If an officer of the County is elected or appointed to an elective county office for a term of less than four years, the time so served shall not be counted against the limitation on terms within any twelve-year period.
- (5) No elected official of Multnomah County may run for another office in mid-term. Filing for another office in mid-term shall be the same as a resignation, effective as of date of filing. "Midterm" does not include the final year of an elected official's term. Filing for another office in the last year of an elective term shall not constitute a resignation.

NOTE: Boldface type indicates new language; [bracketed and italicized] words are deletions or comments.

EXPLANATORY STATEMENT FOR BALLOT MEASURE NO. 2

This measure amends the county charter provision concerning a lobbyist.

This measure permits the county to employ an advocate to represent the county's interests before the state legislature and other governmental bodies. The measure also repeals the prohibition on employing or hiring a paid lobbyist.

The Charter Review Committee found that lobbying is the conveying of information and the advocating of a position on issues.

The Committee also found that because of the current charter provision, Multnomah County has not been able to adequately represent the county's interests before other governmental bodies making decisions affecting Multnomah County and its citizens.

The Committee also found that the lobbyist prohibition diminishes the ability of the county to more efficiently and completely perform an essential function already being performed.

The Committee further found that without an advocate, the county's citizens are not adequately represented which may increase costs and reduce the effectiveness of county government.

Finally, the Committee found that neither Multnomah County Commissioners, nor Multnomah County State Legislators, have the time, resources or expertise to serve as lobbyists for the county.

The Committee concluded that since the state and federal governments make decisions affecting Multnomah County, it is in the best interests of Multnomah County citizens for the county to be able to have an advocate to represent county citizen interests.

BALLOT MEASURE NO. 3

CAPTION:

Multnomah County Charter Review Committee's
Recommendations: Sheriff's Salary.

QUESTION:

Shall the Sheriff's salary be set at not less than
that of any other member of the Sheriff's Office?

PURPOSE:

If this measure is approved: the County Charter
will be amended to conform with current state law for counties
without charters. The Board of County Commissioners would set the
salary of the Sheriff in an amount which is not less than that for
any other member of the Sheriff's Office.

TEXT OF AMENDMENT FOR BALLOT MEASURE NO. 3

6.50 SHERIFF--PAID LOBBYIST. The people of Multnomah County shall elect:

- (1) A County Sheriff for the function of said office as prescribed by State Law and he or she shall have sole administration of all county jails and correctional institutions located in Multnomah County.
 - (a) Notwithstanding any other charter provision to the contrary, the salary for the Sheriff shall be fixed by the Board of County Commissioners in an amount which is not less than that for any member of the Sheriff's Office.
- (2) (This section was repealed in 1984).
- (3) Multnomah County shall not employ or hire a paid lobbyist.
- (4) Effective January 1, 1985, no incumbent or future elected officer of the County shall be eligible to serve more than two full consecutive four-year terms in any one elective county office within any twelve-year period. If an officer of the County is elected or appointed to an elective county office for a term of less than four years, the time so served shall not be counted against the limitation on terms within any twelve-year period.
- (5) No elected official of Multnomah County may run for another office in mid-term. Filing for another office in mid-term shall be the same as a resignation, effective as of date of filing. "Mid-term" does not include the final year of an elected official's term. Filing for another office in the last year of an elective term shall not constitute a resignation.

NOTE: Boldface type indicates new language; [bracketed and italicized] words are deletions or comments.

EXPLANATORY STATEMENT FOR BALLOT MEASURE NO. 3

This measure amends the county charter provision concerning setting the Multnomah County Sheriff's salary.

The measure would require the board of commissioners to set the salary of the sheriff in an amount which is not less than the salary of any other member of the sheriff's office.

The Charter Review Committee found that the position of sheriff is the highest position in the sheriff's office and is a professional position.

The Committee also found that the current salary for the sheriff's position is \$15,000 less than the highest paid employee in the Sheriff's Office.

The Committee further found that if the board of commissioners sets the sheriff's salary in an amount which is not less than the salary of any other member of the sheriff's office, that salary would be set in accordance with current procedures for exempt personnel.

Finally, the Committee found that if this measure is approved, the county charter will be amended to comply with current state law for counties without charters.

The Committee concluded that since the position of sheriff is a professional/managerial position, the board of commissioners should be required to set the sheriff's salary in an amount not less than the salary of any other member of the sheriff's office in accordance with state law for counties without charters.

BALLOT MEASURE NO. 4

CAPTION:

Multnomah County Charter Review Committee's
Recommendation: Chair and Commissioner Salaries.

QUESTION:

Shall the Board of County Commissioners establish
Chair and Commissioner salaries not to exceed a salary commission's
recommendation?

PURPOSE:

If this measure is approved: the County Charter
would continue to require the County Auditor to appoint a salary
commission which would be required to report to the Board. The
Board would be allowed to establish salaries of the Board Chair and
Commissioners, but only after receiving a salary commission
recommendation. No salaries could exceed the salaries recommended
by the salary commission.

TEXT OF AMENDMENT FOR BALLOT MEASURE NO. 4

4.30 COMPENSATION[.] OF THE CHAIR AND COMMISSIONERS. [Except as provided in Section 8.10(2), the compensation of all holders of elective office of Multnomah County shall be fixed by the registered voters of Multnomah County at a primary or general election only.] The auditor shall appoint a five member salary commission, composed of qualified people with personnel experience, by January 1, 1986, and by January 1 in each even year thereafter. The commission's salary adjustment recommendations, if any, for [elected officials] the Chair of the Board of County Commissioners and the Commissioners shall be submitted to the [voters at each subsequent primary election.] Board. The Board shall establish salaries for the Chair and the Commissioners, and such salaries shall not exceed the salaries recommended by the salary commission. All elected or appointed Multnomah County officials and employees are prohibited from serving on the salary commission.

NOTE: Boldface type indicates new language; [bracketed and italicized] words are deletions or comments.

EXPLANATORY STATEMENT FOR BALLOT MEASURE NO. 4

This measure amends the county charter concerning the salaries of the chair and commissioners.

The measure would allow the board to establish salaries of the board chair and commissioners, but only after receiving a salary commission report. No salaries could exceed the salaries recommended by the salary commission.

The Charter Review Committee found that the current structure has not proven successful in that the salary commission's recommendations have been rejected three times since 1986. The result is that the chair and the commissioners have not had a salary increase since 1981.

The Committee also found that the salary commission's independent judgment is necessary in establishing salary adjustment recommendations for these elected officials.

The Committee also found that allowing the board of commissioners to set chair and board salaries based upon the recommendation of a salary commission would comply with state law for counties without charters.

The Committee further found that the board of commissioners has sufficient objective information to set chair and commission salaries at an amount not to exceed the salary commission's recommendations.

Finally, the Committee found that prohibiting the board of commissioners from setting the chair and commissioners' salaries above those recommended by the salary commission provides a reasonable restraint on the authority of the board of commissioners.

The Committee concluded that the board of county commissioners should set chair and commission salaries at an amount not to exceed the salary commission's recommendations.

BALLOT MEASURE NO. 5

CAPTION:

Multnomah County Charter Review Committee's
Recommendation: 1997 Charter Review Committee.

QUESTION:

Shall a Charter Review committee be convened to
recommend County Charter changes to the voters at the 1998
elections?

PURPOSE:

If this measure is approved: the County Charter
will be amended to provide for the appointment of another Charter
Review Committee in 1997 which will prepare recommendations to be
submitted to the voters at the 1998 primary or general election.

TEXT OF AMENDMENT FOR BALLOT MEASURE NO. 5

12.40 APPOINTMENT OF COMMITTEE MEMBERS. The Charter Review Committee shall be composed as follows:

- (1) The Committee shall have two electors appointed from each senatorial district having the majority of its voters within Multnomah County, and shall have one elector appointed from each senatorial district having less than a majority of its voter within Multnomah County. The Committee shall choose their chairperson from among themselves and shall have authority to establish their own procedures and organization.
- (2) The state senator and the two state representatives who represent residents in each state Senate district located in Multnomah County shall appoint the electors for the district. Appointees shall reside in the district and Multnomah County. If the three appointers from any Senate district cannot agree upon an appointment, any two of the three appointers may make the appointment.
- (3) If the two electors are appointed from a Senate district, they shall not be registered in the same political party.
- (4) The following persons are not eligible for appointment to the Committee: the state senators and state representatives who represent districts located in Multnomah County, the members of the Multnomah County Board of County Commissioners, and the chair of the Board, if any, serving at the time of appointment.
- (5) Any vacancy in the Committee shall be filled by the senator and representatives from the senate district form which the previous member was appointed, using the same method as used for the original appointment.
- (6) Appointments shall be made not later than June 30, [1989] 1997.

12.60 REPORT OF COMMITTEE. At least ninety-five days prior to the primary or general election or both of [1990] 1998, the Committee shall report to the people and to the Board of County Commissioners their findings, conclusions, and recommendations including any amendments they propose to the County Charter.

12.70 SUBMISSION OF AMENDMENTS TO THE PEOPLE. All amendments proposed by the Committee shall be submitted to the people of Multnomah county at the [1990] 1998 primary or general election, or both.

NOTE: Boldface type indicates new language; [bracketed and italicized] words are deletions or comments.

EXPLANATORY STATEMENT FOR BALLOT MEASURE NO. 5

This measure amends the county charter provision concerning the charter review committee.

The measure provides for the appointment of another charter review committee in 1997 which will prepare recommendations to be submitted to the voters at the 1998 primary or general election.

The Charter Review Committee found that a charter review is a necessary and valuable process ensuring that the charter provides for the most effective governing structure for the county.

The Committee also found that an eight year interval between charter reviews would provide the optimal balance between necessity for a regular review and stability in county government.

The Committee concluded that the charter should be formally reviewed again and a report issued to the people and to the board of commissioners prior to the 1998 primary or general election.

BALLOT MEASURE NO. 6

CAPTION:

Multnomah County Charter Review Committee's
Recommendation: Running for Office Mid-term.

QUESTION:

Shall County elected officials be allowed to file
for another elective office during the last eighteen months of
their terms?

PURPOSE:

If this measure is approved: the County Charter
will be amended to allow elected officials to file for another
elective office in the last eighteen months of their term of
office. The County Charter currently prohibits filing except
during the final twelve months of a term of office. The amendment
is recommended to allow elected officials more time to prepare for
primary elections.

TEXT OF AMENDMENT FOR BALLOT MEASURE NO. 6

6.50 SHERIFF--PAID LOBBYIST. The people of Multnomah County shall elect:

- (1) A County Sheriff for the function of said office as prescribed by State Law and he or she shall have sole administration of all county jails and correctional institutions located in Multnomah County.
- (2) (This section was repealed in 1984.)
- (3) Multnomah County shall not employ or hire a paid lobbyist.
- (4) Effective January 1, 1985, no incumbent or future elected officer of the County shall be eligible to serve more than two full consecutive four-year terms in any one elective county office within any twelve-year period. If an officer of the County is elected or appointed to an elective county office for a term of less than four years, the time so served shall not be counted against the limitation on terms within any twelve-year period.
- (5) No elected official of Multnomah County may run for another office in mid-term. Filing for another office in mid-term shall be the same as a resignation, effective as of date of filing. "Midterm" does not include the final [year] eighteen months of an elected official's term. Filing for another office in the last [year] eighteen months of an elective term shall not constitute a resignation.

NOTE: Boldface type indicates new language; [bracketed and italicized] words are deletions or comments.

EXPLANATORY STATEMENT FOR BALLOT MEASURE NO. 6

This measure amends the county charter provision concerning running for another elective office in mid-term.

The measure allows elected officials to file for another elective office in the last eighteen months of their term of office. The charter currently prohibits filing for another office except during the final twelve months of a term of office.

The Charter Review Committee found that present charter language prohibits an office-holder from running for another office not only in the middle of a term, but during the first three years of the term.

The Committee also found that allowing an elected official to run for another elective office during the last eighteen months of the term would provide a reasonable period of time for that official to prepare for a primary election.

The Committee further found that prohibiting an elected official from running for another public office except during the final twelve months of office puts a sitting elected county official at a disadvantage to a member of the public seeking office.

The Committee concluded that the current charter provision should be modified so that an elected official is allowed to run for another elective office during the final eighteen months of a term of office.

BALLOT MEASURE NO. 7

CAPTION:

Multnomah County Charter Review Committee's
Recommendations: Limitations on Terms.

QUESTION:

Shall the County Charter limitation on serving two consecutive four-year terms in any one elective County office be repealed?

PURPOSE:

If this measure is approved: the County Charter will be amended to repeal the existing prohibition of elected officials from serving more than two consecutive four-year terms in any one elective County office.

TEXT OF AMENDMENT FOR BALLOT MEASURE NO. 7

6.50 SHERIFF--PAID LOBBYIST. The people of Multnomah County shall elect:

- (1) A County Sheriff for the function of said office as prescribed by State Law and he or she shall have sole administration of all county jails and correctional institutions located in Multnomah County.
- (2) (This section was repealed in 1984).
- (3) Multnomah County shall not employ or hire a paid lobbyist.
- [(4) Effective January 1, 1985, no incumbent or future elected officer of the County shall be eligible to serve more than two full consecutive four-year terms in any one elective county office within any twelve-year period. If an officer of the County is elected or appointed to an elective county office for a term of less than four years, the time so served shall not be counted against the limitation on terms within any twelve-year period.]
- [(5)](4) No elected official of Multnomah County may run for another office in mid-term. Filing for another office in mid-term shall be the same as a resignation, effective as of date of filing. "Midterm" does not include the final year of an elected official's term. Filing for another office in the last year of an elective term shall not constitute a resignation.

NOTE: Boldface type indicates new language; [bracketed and italicized] words are deletions or comments.

EXPLANATORY STATEMENT FOR BALLOT MEASURE NO. 7

This measure amends the county charter provision concerning limitations on terms of office for elected officials.

The measure repeals the current charter provision which prohibits elected officials of the county from serving more than two consecutive four-year terms in any one elective office within any twelve year period.

The Charter Review Committee found that the two-term limit precludes the voters from retaining an elected official whom the voters would otherwise retain.

The Committee also found that the current provision deprives the public of desirable expertise in county government by forcing elected officials to retire after two terms.

The Committee concluded that the provision restricting elected officials to two terms should be repealed.

Meeting Date: AUG 09 1990

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Resolution in the Matter of Unincorporated Multnomah County Annexations

BCC Informal _____ (date) BCC Formal 8/9/90 (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Fred Neal TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Fred Neal, Fred Christ

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Resolution in the Matter of Unincorporated Multnomah County Annexations

Continued to 8/16/90

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Gladys McCreight*

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Unincorporated) Resolution No. 90-
Multnomah County Annexations)

WHEREAS, Multnomah County has worked with cities within its boundaries to eliminate duplication of services and costs, and

WHEREAS, Multnomah County and the City of Portland entered into an agreement in 1983 known as Resolution A, and

WHEREAS, Resolution A aims to concentrate County resources on services which benefit the entire county such as health care, libraries, assessment and taxation, elections, and corrections, and

WHEREAS, the County has contributed staff and other resources toward annexation programs since 1983, and

WHEREAS, the City of Portland is presently proceeding with annexations of mid Multnomah County; and

WHEREAS, Multnomah County urges unincorporated residents to join a city if they desire an urban level of services, such as parks and recreation and police patrol, and

NOW, THEREFORE, BE IT RESOLVED, that

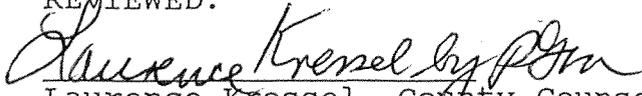
The Multnomah County Board of Commissioners reaffirms its stand to reduce duplication of cost and services by promoting annexation of the unincorporated area within urban Multnomah County, and

The Chair shall transmit the substance of this Resolution to those citizens affected by pending annexation procedures.

Dated this day of August, 1990.

Gladys McCoy
Multnomah County Chair

REVIEWED:


Laurence Kressel, County Counsel
of Multnomah County, Oregon



GLADYS McCOY, Multnomah County Chair

Room 134, County Courthouse
1021 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 248-3308

M E M O R A N D U M

TO: Vice Chair Gretchen Kafoury

FROM: Hank Miggins, Executive Assistant 

DATE: August 6, 1990

The Sheriff's Office is requesting that item R-3 for Thursday's Formal Meeting at 9:30 am (Resolution in the Matter of Unincorporated Multnomah County Annexations) be continued until August 16, 1990. Sheriff Bob Skipper will be out of town until that time.

1990 AUG - 0 PM 3:00
MULTNOMAH COUNTY
OREGON

BUDGET MODIFICATION NO. NON # 1

(For Clerk's Use) Meeting Date AUG 09 1990
Agenda No. R-4

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR 8/9/90 (Date)

DEPARTMENT Nondepartmental DIVISION Board Clerk's Office
 CONTACT Hank Miggins TELEPHONE 248-3308
 *NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Hank Miggins, Delma Farrell

SUGGESTED
 AGENDA TITLE (to assist in preparing a description for the printed agenda)
 Reclassify two Assistant Clerk of the Board Positions to Staff Assistant
 Positions in the Board Clerk's Office
 (Estimated Time Needed on the Agenda) 5 minutes

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)
 PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Reclassifies two Assistant Clerk of the Board positions to Staff Assistant positions within the Board Clerk's Office to reflect changes in responsibilities for management of Board records and increase in technical nature of work performed

BOARD OF
 COUNTY COMMISSIONERS
 1990 AUG -2 PM 3:12
 MULTNOMAH COUNTY
 OREGON

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

(Specify Fund) Contingency before this modification (as of _____) \$ _____
 (Date) After this modification \$ _____

Originated By <u>Delma Farrell</u>	Date <u>7/30/90</u>	Department Director <u>Hank Miggins</u>	Date <u>7/30/90</u>
Finance/Budget	Date	Employee Relations <u>Donald W. Hubley</u>	Date <u>7/31/90</u>
Board Approval <u>Robert Crocker</u>			Date <u>August 9, 1990</u>

PERSONNEL DETAIL FOR BUD MOD NO. Non #1

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

FTE Increase (Decrease)	POSITION TITLE	Annualized			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
1.0	Staff Assistant/Board Clerk's Office	24,356	6,515	5,528	36,399
1.0	Staff Assistant/Board Clerk's Office	24,356	6,515	3,157	34,028
(1.0)	Assistant Clerk of the Board	(23,421)	(6,266)	(5,214)	(34,901)
(1.0)	Assistant Clerk of the Board	(22,954)	(6,141)	(3,069)	(32,164)
TOTAL CHANGE (ANNUALIZED)		2,337	623	402	3,362

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

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	Current FY			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
2.0 Staff Assistant	Reclassification	48,712	13,030	8,685	70,427
(2.0 Asst. Clerk of the Board)	Reclassification	(46,375)	(12,407)	(8,283)	(67,065)

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date AUG 09 1990
Agenda No. R-5

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Childrens Services Division Contract

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Health

CONTACT Scott Clement TELEPHONE x3674

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Scott Clement/Duane Zussy

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

The State desires that Multnomah County provide weekly in-home visits by Community Health Nurses to 40 pregnant or parenting teens in order to monitor the delivery of healthy normal babies and parents who demonstrate nurturance and caring for babies.

B/10/90 originals to H. Brune

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes maximum

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

GENERAL FUND

OTHER _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (cc)

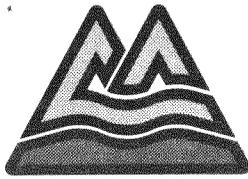
BUDGET / PERSONNEL: _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

CLERK OF BOARD OF MULTNOMAH COUNTY OREGON
1990 JUL 31 AM 10:48
COURT CLERK'S OFFICE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy (cc)*
Department of Human Services

FROM: Bill *Bill* Odegaard, Director
Health Division

DATE: July 13, 1990

SUBJECT: Intergovernmental Revenue Agreement with State Children's Services
Division

Retroactive: Multnomah County did not receive the contract from the state until July 9, 1990, which is only six days before the contract was scheduled to begin.

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and County Board ratification of this \$15,600 Intergovernmental Revenue Agreement with State Children's Services Division for the period July 15, 1990 to June 30, 1991.

Analysis: This project partially provides funds for the weekly in-home visits by Community Health Nurses to 40 pregnant or parenting teens. The project monitors the number of teenage women who deliver healthy normal birthweight babies; infants who develop normal growth during the first year of life; and parents who demonstrate nurturance and caring for babies. The Division has \$20,000 in FY 90/91 expenditure and revenue budgets for this project. The Health Division has made a change in the contract, reducing the number of women projected to be seen from 50 to 40. This reduction is proportionate to the difference between the grant request of \$20,000 and the contract award of \$15,600.

The contract was received in the Health Division on July 9 with a request to return to Children's Services Division by July 12. CSD Business Office has been notified we cannot meet that deadline and a minimum of two weeks is necessary to obtain the appropriate signatures.

Background:

This contract has been renewed annually since May, 1986. The contracts are directed toward child abuse prevention.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102291

Amendment # -

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input checked="" type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;"><u>REVENUE</u></p> <p>R-5 August 9, 1990</p>
--	---	--

Contact Person Herman Brame Phone x2670 Date 7-17-90

Department Human Services Division Health Bldg/Room 160/2

Description of Contract Provides weekly in-home visits by Community Health Nurses to monitor pregnant or parenting teens.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Department of Human Resources Children's Services Division

Mailing Address 198 Commercial Street, S.E. Salem, Oregon 97310-0450

Phone _____

Employer ID # or SS # N/A

Effective Date August 15, 1990

Termination Date June 30, 1991

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 15,600

\$2,500 for 8/15-8/30, 1990

\$1,300 per month upon receipt of billing

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ _____

Requirements contract - Requisition required

Purchase Order No. _____

Requirements Not to Exceed \$ _____

1990 DEC 16 PM 2:04
 MULTNOMAH COUNTY OREGON
 CLERK OF COUNTY COMMISSIONERS

REQUIRED SIGNATURES:

Department Manager Deanne Zussy (cc)

Purchasing Director _____
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 7/20/90

Date _____

Date 7-24-90

Date August 9, 1990

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	0750						rev. 2615	\$15,600		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **CLASS I, CLASS II, CLASS III** - Check off appropriate class of contract in one of the three columns on the top of the form.
2. **CONTRACT #** - To be issued by designated person in each Division or call Purchasing to get a number.
3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - Summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/Bid selection process.
6. **DATE RFP/BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - Enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as an MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - Enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
16. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
17. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
18. **REQUIREMENTS CONTRACT - Requisition Required** - Check this box to note that a purchase order will be issued to initiate payment.
19. **PURCHASE ORDER #** - Enter number of purchase order to be issued. If number is not known, enter "PO will be issued."
20. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
21. **REQUIRED SIGNATURES** - To be completed as approved. Purchasing Director needs to sign all Class II contracts only.
22. **ACCOUNT CODE STRUCTURE** - Enter account code structure for the type of agreement; i.e., expense or revenue.
23. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
24. **AMOUNT** - If total dollar amount is being split among different account numbers, indicate dollar amounts here.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 102291

MULTNOMAH COUNTY OREGON

Amendment # -

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center; font-size: 1.2em;">REVIEWED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-5 August 9, 1990</p>
--	--	---

Contact Person Herman Brame Phone x2670 Date 7-17-90

Department Human Services Division Health Bldg/Room 160/2

Description of Contract Provides weekly in-home visits by Community Health Nurses to monitor pregnant or parenting teens.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Department of Human Resources Children's Services Division
 Mailing Address 198 Commercial Street, S.E. Salem, Oregon 97310-0450

Phone _____

Employer ID # or SS # N/A

Effective Date July 15, 1990

Termination Date June 30, 1991

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 15,600

\$1,300 for 7/15-7/30, 1990

\$1,300 per month upon receipt of billing

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

KM Department Manager Duane Zussy (cc)

Purchasing Director
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 7/20/90

Date _____

Date 7-24-90

Date August 9, 1990

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	0750						Rev. 2613	\$15,600	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

INTERAGENCY AGREEMENT

CSD Contract Number: 0-285 277038

Date: June 29, 1990

This contract between the State of Oregon, Department of Human Resources, Children's Services Division, hereinafter referred to as the "Division" and

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES

hereinafter referred to as the "Contractor" begins July 15, 1990 and ends June 30, 1991. and includes the following which are attached hereto:

<u>Document</u>	<u>Pages</u>
SCHEDULE	1
GENERAL PROVISIONS	6
EXHIBIT I	4

THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT.

CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

REVIEWED BY CONTRACTS OFFICER: Jenny Peters Date: 7/5/90

AGREED: CONTRACTOR

AGREED: CHILDREN'S SERVICES DIVISION

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
Health Services Division
426 S.W. Stark - 8th Floor -
Portland, Oregon 97204

By: _____

Date: _____

By: Glacys McCoy
Glacys McCoy, Multnomah County Chair
Date: AUGUST 9, 1990

BUDGET: 89-91

REVIEWED:
LAURENCE B. KRESSEL, County Counsel
for Multnomah County, Oregon
By: LAURENCE B. KRESSEL
Date: 7-24-90

Federal I.D. No. 93-6002309

RATIFIED

Multnomah County Board
of Commissioners

AUGUST 9, 1990

SCHEDULE

CONTRACTOR: Multnomah County Department of Human Services DATE: June 29, 1990

I. Services

- A. The Contractor agrees to provide the services described as follows, and in any attachments hereto, in accordance with the terms and conditions stipulated in the contract and its attachments:

40% The Contractor will provide weekly in-home visits by nurses and/or trained volunteers to ~~50~~ teen mothers and their infants through the child's first year. These services will be provided in accordance with the objectives and evaluation criteria outlined in the attached EXHIBIT I.

- B. Services will be provided at 426 Stark, Portland, Oregon.

- C. The Contractor will provide the Children's Trust Fund with three (3) evaluation reports and one (1) final report. All reports reflect cumulative data, specific reporting data is outlined in Exhibit I, attached. Evaluation reports will be submitted to the Children's Trust Fund, 198 Commercial Street, S.E., Salem, Oregon, 97310, on October 15, 1990, January 15, 1991 and April 15, 1991. The Contractor will submit a final evaluation report for the 1990-1991 contract to the Children's Trust Fund by July 15, 1991. The Contractor's eligibility for future funding is conditional upon the receipt of adequate data from the evaluation and final reports. Evaluation reporting forms will be provided to the Contractor by the Children's Trust Fund.

- D. The Contractor agrees to print the Children's Trust Fund logo and the fact that the program is funded in part by Children's Trust Fund dollars on all program materials, public relations materials, and in any articles written about the program.

II. Consideration

- A. As consideration for the services provided by the Contractor during the period beginning July 15, 1990 and ending June 30, 1991, the Division will pay to the Contractor, by check(s), an amount not to exceed \$15,600 at the rate of \$1,300 for the partial month of July, 1990 and monthly thereafter..

- B. It is agreed that the above contracted amount represents the full cost to the Division for the services herein contracted and that the Division will not be otherwise responsible for transportation, per diem, or other related expenses by the Contractor in performance of these services.

- B. Payment will be made the Division to the Contractor monthly, on or after the first of each month following the month in which the services were performed, subject to receipt by the Division of the billing.

III. Billing

Billings will be submitted monthly on a CSD 294A to the Accounting Services Section, Children's Services Division, 198 Commercial Street, S.E., Salem, OR 97310. A supply of the form will be supplied to the Contractor by the Division.

GENERAL PROVISIONS

1. Extent of Agreement

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.

2. Captions

The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this agreement.

3. Payment as Sole Monetary Obligation of the Division

The contractor is engaged as an independent contractor. Payment as provided herein shall be the sole monetary obligation of the Division. Unless otherwise specified, the responsibility for payment of all operating costs, federal, state, county or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor.

4. Licensing and Certification Standards

The Contractor agrees to maintain any applicable professional license or certificate required to perform the services described in this contract and its attachments.

5. Safeguarding of Client Information

The use or disclosure by any party of any information concerning a recipient of services purchased under this contract, for any purpose not directly connected with the administration of the Division's or the Contractor's responsibilities with respect to such purchased services, is prohibited, except on written consent of the Division, or if the Division is not the recipient's guardian, on written consent of the recipient's responsible parent, guardian, or attorney.

6. Equal Rights

The Contractor agrees to comply with all applicable requirements of Federal and State Civil Rights and Rehabilitation statutes, rules, and regulations.

7. Fiscal Responsibility, Records, Controls, Reports and Monitoring Procedures

The Contractor agrees to maintain fiscal records consistent with accepted accounting practices and controls, which will properly reflect all direct and indirect costs and funds expended in the performance of this contract, and all revenue received for programs under this contract. The Contractor shall make these records available at reasonable times upon request to state and federal personnel, and other persons authorized by the Division.

8. Retention of Records

The Contractor agrees to retain all books, records, and other documents relevant to this contract for three years after final payment is made under the contract or all pending matters are closed, whichever is later. If an audit, litigation or other action involving the contract is started before the end of the three-year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later. The Division, a Federal funding agency, the Comptroller of the United States, the Secretary of State of the State of Oregon, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are pertinent to the services performed under this contract, for the purpose of making audits, examinations, excerpts and transcriptions. The Contractor agrees to include this provision in any Subcontracts which may be authorized.

9. State Workers' Compensation Act

"The contractor, its subcontractors, if any, and all employers working under this [Agreement/Contract] are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers."

10. Subcontracting

Unless subcontracting is authorized elsewhere in the contract, the Contractor shall not enter into any subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the Division, which approval shall be attached to the original contract. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental but necessary for the performance of the work required under this contract. Approval by the Division of a subcontract shall not result in any obligations of the Division in addition to the agreed rates of payment and total consideration. Any subcontracts which the Division may authorize shall contain all requirements of this contract, and the Contractor shall be responsible for the performance of the subcontractor.

11. Renegotiation or Modification

Any alterations, variations, modifications to or waivers of provisions of this contract shall be valid only when they have been reduced to writing, duly signed, and approved by the Contractor and the Division and attached to the original of this contract.

12. Excuses for Nonperformance

Neither party to this contract shall be held responsible for delay or failure in performance of the activities required herein when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to, fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against. Either party may terminate the contract after reasonably determining that such delay or failure will prevent continued performance of the contract, and after giving written notice to the other party of the cause, its effect on contract performance, and effective date of termination. If the contract is so terminated, the obligation of the Division shall be limited to payment for services provided in accordance with the contract prior to the date of termination.

13. Remedies

If the Contractor fails to provide the services or perform any of the other requirements under the contract, and such failure is not excused under the paragraph titled "Excuses for Nonperformance", the Division, after giving the Contractor written notice of such failure, may withhold part or all of the Contractor's payment for the services until such failure is corrected. If the Contractor does not correct such failure within a reasonable time allowed by the Division, the Division may terminate the contract in accordance with the clause titled "Termination". However, this paragraph, and any actions taken or not taken under it, shall not affect the Division's rights under the "Termination" clause. The rights and remedies of the Division in this clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided to the Division by law or under this contract.

14. Termination

- a. This contract may be terminated by mutual consent of both parties, or unilaterally by either party at any time upon 30 days notice to the other party in writing and delivered personally or by certified mail.
- b. The Division may also unilaterally terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the Division, under any of the following conditions:

- (1) If funds, specifically authorized by Legislative acts, do not become available in amounts sufficient to allow for purchase of the stated quantity of services. When possible and when agreed upon by the parties, the contract may be modified in accordance with the paragraph entitled "Renegotiation or Modification" to accommodate a reduction in funds.
- (2) If federal or state laws, regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this contract or no longer qualify for the funding proposed for payments authorized by this contract.
- (3) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, not renewed, or changed in such a way that the Contractor no longer meets requirements for such license or certificate.

Termination under this clause shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination, except that the Contractor shall be solely responsible for its obligations or liabilities after the termination date which obligations or liabilities result from the Contractor's failure to provide for termination of, or exercise the right to terminate, its commitments. No right of action or damages shall accrue to the benefit of the Contractor if the contract is terminated under this clause.

- c. The Division, by written notice of default (including breach of contract) to the Contractor, may terminate this contract:
- (1) If the Contractor fails to provide the services called for by this contract within the time specified herein or any extension thereof granted by the Division; or
 - (2) If the Contractor fails to perform any of the other requirements of this contract; or
 - (3) If the Contractor so fails to perform the work required in the contract that performance of this contract in accordance with its terms is endangered, and after receipt of written notice from the Division specifying such failure, the Contractor fails to correct such failure within 10 days or such longer period as the Division may authorize.

If the contract is terminated under this clause, the Division's obligations shall be limited to payment for services provided in accordance with the contract prior to the date of termination, less any damages suffered by the Division.

15. Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by an authorized representative of the Division, and attached to the original contract in accordance with the paragraph entitled "Renegotiation or Modification".

16. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

17. Rights in Materials Delivered Under the Contract

To the extent the Contractor has the right to do so, the Contractor grants to the Division a royalty-free, nonexclusive and irrevocable license to use all materials delivered under this contract in any manner and for any purpose whatsoever including to reproduce, publish, disclose, deliver, perform and dispose of, and to have others do so.

18. Clean Air Act, Clean Water Act, and EPA Regulations

If the amount of this contract, including all amendments thereto, exceeds \$100,000, the Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (b)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violations to the Division and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). The Contractor agrees to include this provision in any subcontracts exceeding \$100,000 which may be authorized.

19. Assignment of Contract

The Contractor shall not assign or transfer its interest in this contract without prior written approval of the Division which shall be attached to the original contract. Any such assignment, if approved, is subject to such conditions and provisions as the Division may deem necessary. No approval by the Division of any assignment or transfer of interest shall be deemed to create any obligation of the Division in addition to the agreed rates of payment and total contract consideration.

20. Funds Authorized and Available

The Division certifies that at the time of signing this contract sufficient funds are authorized and available or are anticipated to be available for expenditure to finance costs of this contract within the Division's current appropriation or limitation.

21. Recovery of Overpayments

If billings under this contract, or under any other contract between the Contractor and the Division, result in payments to the Contractor for which the Contractor is not entitled under the terms of such contract, the Division, after giving written notification to the Contractor, may withhold from payments due to the Contractor under this contract such amounts, over such periods of time, as are necessary to recover the amount of overpayment.

22. Oregon Energy Conservation Plan

The Contractor shall conform with any applicable mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-165).

MULTNOMAH CO. HEALTH DEPT 6/90
PART III: WHAT HAPPENED, CONTINUED

(For All Programs Except Teen Parent Programs)

This page will form the basis for program evaluation and will be appended to your contract. If you were satisfied with your plan in 1989-90 you may simply revise that plan (modified by any changes you addressed on the previous page of this proposal).

Please list below your outcome objectives, how you will measure them and how often. Example:
 Goal: To increase parent/child attachment; Measure: NCAST Teaching and Feeding Scales;
 Frequency: Pre/Post.

<u>GOAL</u>	<u>MEASURE</u>	<u>FREQUENCY</u>
1) Teenage women enrolled in project will deliver healthy, normal birthweight babies.	% of women who receive adequate prenatal care.	post
	% of mothers who do not smoke during pregnancy.	post
	% of enrolled mothers who deliver healthy, normal birthweight babies.	post
2) Infants of teenage mothers will display normal growth during first year of life.	% of mothers who breastfeed for at least 6 weeks.	post
	% of infants following normal growth curve as plotted on growth grid.	post
3) Infants of teenage mothers will display normal development during first year of life.	% of parents who can demonstrate accurate developmental expectations.	pre/post
	% of infants exhibiting normal growth and development as demonstrated by the Denver Developmental Screening Test.	post
	% parents providing an adequate environment to support child's development measured by HOME scale.	pre/post
4) Parents will demonstrate nurturance and caring for infants.	% of infants who attend well child clinic regularly.	post
	% of infants who are up to date on immunizations at completion.	post

PART III: WHAT HAPPENED, CONTINUED

(For All Programs Except Teen Parent Programs)

This page will form the basis for program evaluation and will be appended to your contract. If you were satisfied with your plan in 1989-90 you may simply revise that plan (modified by any changes you addressed on the previous page of this proposal).

Please list below your outcome objectives, how you will measure them and how often. Example:
 Goal: To increase parent/child attachment; Measure: NCAST Teaching and Feeding Scales;
 Frequency: Pre/Post.

<u>GOAL</u>	<u>MEASURE</u>	<u>FREQUENCY</u>
4) Parents will demonstrate nurturance and caring for infants (continued).	% of parents who can orally outline healthy alternatives for dealing with frustrations and anger related to parenting.	pre/post
	# of reported instances of neglect in enrolled families.	each quarter
	# of reported instances of abuse in enrolled families.	each quarter
	# of foster home placements needed.	post
5) To increase parent/child attachment.	NCAST Teaching and Feeding Scales.	pre/post
6) To increase teen parent's ability to be self-sufficient.	% of young parents completing high school, GED, or enrolled in school or vocational program.	pre/post
	% employed at least half time.	post
	% having no subsequent pregnancy within 2 years of delivery.	post

PART III: WHAT HAPPENED, CONTINUED

(For Teen Parent Programs only)

As we have become more sophisticated about teen parent programs, it has become apparent that comprehensive service models (which integrate the efforts of several agencies) are the most effective.

In 1990-91 we will be asking for all teen parent programs funded by the CTF to address certain basic outcomes. These are listed below.

Although it is understood that your agency will not directly provide all services, it is expected that you can obtain relevant data from other care providers and that by setting up this network, teens can benefit from a comprehensive model.

Please indicate beside the items listed below any exceptions you will have to acquiring relevant data. Please signify with a "√" all measures you have addressed in your evaluation plan for 1990-91.

- % of young parents completing highschool, G.E.D. or enrolled in school.
- % of young parents engaged in career development.
- % employed at least half-time.
- % having no subsequent pregnancy during involvement in program.
- % showing no confirmed reports of child abuse.
- % showing no confirmed reports of child neglect.
- % showing no confirmed out-of-home placements.
- % infants born at normal range weight.
- % parents demonstrating accurate developmental expectations.
- % children reflecting normal development on the Michigan or DDST.
- % children reflecting normal height and weight gains.
- % children receiving regular well child care.
- % children who are up to date on immunizations.
- % parents who have demonstrated an adequate anger (stress) management plan.
- % parents who have demonstrated an adequate understanding of pre and/or post-natal nutrition.
- % parents providing an adequate environment to support child's emotional, social, intellectual development (HOME scale).

- x % parents whose NCAST scores (parent - child interaction) are above the mean for their age, ethnicity, marital status, etc. (A comparable standardized instrument may be substituted for the NCAST which reflects improved parenting skills.)
- % parents who can identify a constructive support system.
- % parents who can provide a stable and safe living environment for a minimum of six months.
- % parents demonstrating knowledge/criteria for selecting appropriate care givers.

The last three items are concerns CHNs often address, depending on client need. We have not included them in next year's evaluation strategy although we will work on methods of collecting this information for evaluation. This includes developing working definitions of constructive support system, stable and safe living environment and appropriate care giver. Often the CHN perspective and client perspective of these may differ and the intervention is to mutually define these terms with the teen parent and then achieve them.

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date AUG 09 1990
Agenda No. R-6

REQUEST FOR PLACEMENT ON THE AGENDA
Ratification of an
Subject: IGA contract amendment. w/ OHSU - CDRC

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

The Social Services Division requests Chair and Board approval of an IGA contract amendment between OHSU and the DD Program Office. This is a routine client transfer which occurs between providers in the DD program. One client transferred from OHSU to Goodwill Industries decreasing OHSU's contract total (\$4,536.84).

8/10/90 originals to Kathy Tinkle

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY Org 1250 decreases (\$4,536.84)

- General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (cc)

BUDGET / PERSONNEL 1

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy (uc)*
Director, Department of Human Services

FROM: Gary Smith *GWS*
Director, Social Services

DATE: July 18, 1990

SUBJECT: Recommendation to Approve Oregon Health Sciences University
Amendment #1.

RECOMMENDATION: Social Services Division recommends Chair and Board approval of amendment #1 between the DD Program Office and OHSU for the period August 1, 1990 through June 30, 1991.

ANALYSIS: Work Activity Center (DD40) decreases (\$4,536.84) by the transfer of one client to Goodwill Industries. The new total for DD40 is \$12,093.72 with a revised contract total of \$165,235.32.

BACKGROUND: Client transfers are a regular occurrence between providers in the DD program. In this instance, OHSU notified the DD program that the client would no longer be served and Goodwill accepted the client. OHSU is exempted from the RFP process since it is an intergovernmental agency.

[OHSU1]



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 101281

Amendment # 1

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center; font-size: 1.2em;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-6 August 9, 1990</p>
--	---	---

Contact Person ~~Susan Clark~~ Kathy Tinkle *[Signature]* Phone 248-3691 Date 7-17-90

Department Human Services Division Social Services Bldg/Room 160/6

Description of Contract Decreases Work Activity Center (DD40) by one slot (\$4,536.84). The client is transferring to another provider.

RFP/BID # Exempt-IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name OHSU-CDRC
 Mailing Address 3181 SW Sam Jackson Park Road L-106
Portland, OR 97201
 Phone 225-8634
 Employer ID # or SS # 93-6001786
 Effective Date ~~XXX~~ August 1, 1990
 Termination Date June 30, 1991
 Original Contract Amount \$ 169,772.16
 Amount of Amendment \$ (4,536.84)
 Total Amount of Agreement \$ 165,235.32

Payment Term
 Lump Sum \$ _____
 Monthly \$ Allotment
 Other \$ _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

KM Department Manager *[Signature]* Quinn Zussy (ac)
 Purchasing Director
(Class II Contracts Only) *[Signature]*
 County Counsel *[Signature]*
 County Chair/Sheriff *[Signature]*

Date 7/20/90
 Date _____
 Date 7-24-90
 Date August 9, 1990

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1250		DD40	6060		1240		(4,536.84)	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

MULTNOMAH COUNTY SOCIAL SERVICES DIVISION
 CONTRACT AMENDMENT NUMBER 1

DURATION FROM: 08/01/90 TO: 06/30/91
 CONTRACTOR NAME: OREGON HEALTH SCIENCES UNIVERSITY
 CONTRACTOR ADDRESS: 3181 SAM JACKSON PARK RD L-106
 PORTLAND OR 97201

TELEPHONE: 225-8634
 IRS NO.: 93-6001786

This AMENDMENT to the Contract for Social Services is made between:
 The Multnomah County Social Services Division, referred to as the COUNTY, and
 OREGON HEALTH SCIENCES UNIVERSITY, referred to as the CONTRACTOR.
 It is understood by the parties that all conditions and agreements in the original
 Contract not superseded by this AMENDMENT are still in force and apply to this
 AMENDMENT.

PART I - Financial Summary

DATE: 07/13/90

Service Element	Funding Source	Current Amount	Increase (Decrease)	Revised Amount	Payment Basis
1.) DD40 WAC - SMHD Work Activity Center		\$16,630.56	(\$4,536.84)	\$12,093.72	Monthly Allotment per Contracted Slots
2.) DD43 SEP - SMHD Supported Employment Program		\$79,641.60	\$0.00	\$79,641.60	Monthly Allotment per Enrolled Clients
3.) DD49 FAM - SMHD Family Support Program		\$13,500.00	\$0.00	\$13,500.00	Monthly Allotment with Expenditure Adjustment
4.) DD55 EI - SMHD Early Intervention		\$60,000.00	\$0.00	\$60,000.00	Monthly Allotment per Contracted Slots
TOTALS:		\$169,772.16	(\$4,536.84)	\$165,235.32	

Above amounts are subject to the Notes and Special Conditions in Part II below.

FY91

Multnomah County Social Services Division
Contract AMENDMENT Number 1

CONTRACTOR:
OREGON HEALTH SCIENCES UNIVERSITY

DATE: 07/13/90

Part II - Notes and Special Conditions

Notes:

- 1.) DD40 WAC Work Activity Center funding is decreased by the transfer of 1 slot to another County contractor (GIO). This slot is for the person with CPMS Case Number 120952 at a rate of \$412.44/mo, and is removed effective 8/1/90.

Special Conditions:

All existing Special Conditions remain in effect, and the following are added:

NONE

CONTRACTOR NAME : OREGON HEALTH SCIENCES UNIVERSITY
Amendment #1

CONTRACTOR

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

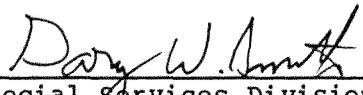
CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Agency Executive Director Date

By  _____ 7-17-90
Program Manager Date

By _____
Agency Board Chairperson Date

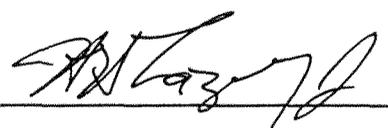
By  _____ 7/18/90
Social Services Division Director Date

By  _____ 8-9-90
Gladys McCoy Date
Multnomah County Chair

RATIFIED
Multnomah County Board
of Commissioners
August 9, 1990

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By  _____ 7-24-90
Date



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS
GLADYS MCCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy (dc)*
Director, Department of Human Services

FROM: Gary Smith *GS*
Director, Social Services Division

DATE: July 13, 1990

SUBJECT: Recommendation to Approve City of Portland-RDI Revenue Agreement.

RETROACTIVE STATUS: This revenue agreement is retroactive to July 1, 1990 to cover staff funding and program operations as of that date. The agreement is being processed after the effective date as the Social Services Division did not receive the agreement from the City of Portland until July 3rd.

RECOMMENDATION: Social Services Division recommends County Chair and Board approval of a revenue agreement between the City of Portland and the Alcohol and Drug Program Office for the period July 1, 1990 through June 30, 1991.

ANALYSIS: Multnomah County and the City of Portland Regional Drug Initiative (RDI) Trust Fund have agreed to participate in this multi-agency effort by working together to implement programs to combat drug abuse in Multnomah County. The City of Portland serves as the fiscal agent for the RDI, which passes on funds to Multnomah County to operate the program.

BACKGROUND: Of this \$53,000 revenue contract, \$38,500 has been appropriated in the A&D adopted fiscal year 1990-91 budget. The \$14,500 balance will be incorporated in a forthcoming bud mod.

[CityRDI]



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102331

Amendment # -

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center; font-size: 1.2em;">R. REVIEWED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-7 August 9, 1990</p>
--	---	--

Contact Person ~~Susan O'Kane~~ Kathy Tinkle Phone 248-3691 Date 7-13-90

Department Human Services Division Social Services Bldg/Room 160/6

Description of Contract Renews agreement to mutually fund city/county Regional Drug Initiative staff.

RFP/BID # N/A-IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland
 Mailing Address 1220 SW Fifth, Room 303
Portland, OR 97204
 Phone 248-4270
 Employer ID # or SS # N/A-Revenue
 Effective Date July 1, 1990
 Termination Date June 30, 1991
 Original Contract Amount \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 53,000.00

Payment Term
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager *Louane Zung (ae)*
 Purchasing Director
(Class II Contracts Only)
 County Counsel *[Signature]*
 County Chair/Sheriff *[Signature]*

Date 7-20-90
 Date _____
 Date 7-24-90
 Date August 9, 1990

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1410						Rev. Code 2102	53,000.00		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

AGREEMENT

An agreement between the CITY OF PORTLAND, OREGON ("City") and MULTNOMAH COUNTY ("County" or "Contractor") to provide staff assistance to the Regional Drug Initiative.

RECITALS

1. The City of Portland is the fiscal agent for the Regional Drug Initiative (RDI) and is authorized by ordinance to receive and disburse funds from the RDI Trust Account.
2. The City will work with Multnomah County and the Regional Drug Initiative to implement programs to combat drug abuse in Multnomah County.
3. Multnomah County and the City of Portland RDI Trust Fund have agreed to participate in this multi-agency effort by jointly funding staff positions and program operations for the period 7/1/90 through 6/30/91.
4. The County (Contractor) seeks to enter into an agreement with the City to delineate the means by which the County will be reimbursed for personnel, office space, and telephone costs for the staff members of the Regional Drug Initiative.

AGREED:

I. Scope of Services

The County (Contractor) will provide staffing to perform the duties as outlined in the attached job descriptions for the RDI Executive Assistant and RDI Staff Assistant.

II. Compensation and Method of Payment

The County (Contractor) will be compensated by the City for a portion of personnel, office space, and telephone costs incurred. Payments to the County for eligible expenses will be made not more frequently than monthly upon submission of a statement of expenditures from the County. Supporting documentation of actual expenditures must be included in these submissions. Total compensation to the County for the period July 1, 1990 through June 30, 1991 shall not exceed \$53,000.00.

III Project Manager

The City Project Manager shall be Steve Moskowitz or such other person as shall be designated in writing by the Mayor.

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

IV. General Contract Provisions

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

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

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

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

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

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

E. MAINTENANCE OF RECORDS. The Contractor shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work here under. The Contractor shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.

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

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

G. INDEMNIFICATION. The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the contract.

H. LIABILITY INSURANCE. The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the City and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under this contract. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the City Auditor. Notwithstanding the naming of additional insured, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this contract.

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

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

- I. WORKERS' COMPENSATION INSURANCE. The Contractor shall obtain worker's compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this contract is executed. A certification of insurance, or copy thereof, shall be attached to this contract, and shall be incorporated herein and made a term and part of this contract. The Contractor further agrees to maintain worker's compensation insurance coverage for the duration of this contract.

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

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

- K. INDEPENDENT CONTRACTOR STATUS. The Contractor is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payment's hereunder.

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

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

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

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

N. CONTRACT ADMINISTRATION. The Contractor will comply with the provisions of the OMB Circular A-110, particularly with regard to cash depositories, program income, standards for financial management systems, property management, procurement standards and audit requirement. The Contractor is required to submit two copies of their audit in conformance with A-110 no later than 30 days after its completion.

Additionally, the Contractor, shall comply with the provisions of OMB Circular A-122, Cost principles for Non-Profit Organizations.

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

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

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

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

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

V. Period of Agreement

This agreement shall be in effect for the period starting July 1, 1990 and ending June 30, 1991.

Dated this _____ day of _____, 1990.

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

CITY OF PORTLAND:

MULTNOMAH COUNTY, OREGON:

By _____ Date
J.E. Bud Clark
Mayor

By Norma Jaeger 7-3-90
Norma Jaeger
Program Manager Date

By _____ Date
Barbara Clark
City Auditor

By Daryl Smith 7/17/90
Gary Smith
Social Services Division
Director Date

By Gladys McCoy 8-9-90
Gladys McCoy
Multnomah County Chair Date

RATIFIED

Multnomah County Board
of Commissioners

August 9, 1990

REVIEWED:

Jeffrey L. Rogers
City Attorney

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By _____ Date

By W. Lazenby 7-24-90
Date

Regional Drug Initiative
Executive Assistant

Duties

1. Report to the Chair of the Steering Committee.
2. Provide staff assistance to Regional Drug Initiative (RDI) task force and committees.
3. Direct implementation of RDI "Community Agenda to Combat Drug Abuse and Illegal Use of Drugs" a comprehensive community wide plan to combat drug abuse.
4. Manage special events, including press conferences and informational and training conferences.
5. Direct activities of federally and state funded contracts.
6. Develop curriculum and present workshops regarding effective strategies for prevention and treatment of drug abuse.
7. Provide technical assistance to community organizations on program planning, resource development and program evaluation.
8. Manage information and referral system on drug abuse.
9. Develop written documents: grant proposals, reports, contracts and contract amendments.
10. Supervise staff and volunteers.
11. Manage contract compliance with Federal, State. and corporate funding sources.
12. Direct efforts to encourage coordination among community organizations involved in drug abuse issues, e.g., Chamber of Commerce, Multnomah Council on Chemical Dependency, Citizens for a Drug-Free Oregon.
13. Present speeches to business and community groups regarding RDI activities.
14. Represent RDI at community organization meetings and meetings of local governmental jurisdictions.
15. Negotiate contracts.
16. Manage media communications.
17. Coordinate and facilitate communication among RDI funding agents, fiscal agent and grants offices.
18. Organize existing data and establish process for collection of community needs assessment data.
19. Organize need information and develop process for integration of needs/potential strategies to meet needs.
20. Organize and manage plan implementation.
21. Evaluate plan implementation and prepare evaluation reports.

REGIONAL DRUG INITIATIVE
STAFF ASSISTANT

Duties

1. Report to Executive Assistant of Regional Drug Initiative.
2. Assist in project development for purposes of grant application submissions.
3. Act as liaison with RDI Steering Committee, Task Force, and other RDI committees.
4. Schedule committee meetings.
5. Assist in development of various RDI documents.
6. Research information and referral resources and update resource information.
7. Provide support for meetings by making room and/or audio visual equipment reservations, collating materials to be distributed and ordering refreshments.
8. Maintain mailing lists and mailing labels.
9. Attend and participate in staff meetings and supervision sessions.
10. Inventory, order and distribute brochures, pamphlets and printed material upon request.
11. Inventory and distribute RDI video.
12. Assist in preparation of contract amendments and personal service agreements.
13. Initiate orders for general office supplies and paper products. Control level of supplies and insure sufficient supply to cover demand.
14. Prepare print shop order forms; collate materials to be sent for printing, typesetting or other graphic art works; compare billings from print shop to work orders.
15. Do in-house photocopying of low volume documents.
16. Assist in routing documents to the Department's Word Processing Center.
17. Develop mailing list for agencies in the community that would benefit from receiving resource information.
18. Mail notices of scheduled meetings, assist in preparation of agendas.
19. Mail pamphlets, literature and other materials regarding RDI when requested by public.

20. Prepare and send documents on FAX machine.
21. Provide information and referral by responding to questions from the public when appropriate or by referring to proper party.
22. Gather publications for the Drug Free Workplace library and organize and develop the DFW library for use by the project.
23. Collect model substance abuse policies and employee assistance program packets.
24. Assist in development and organization of speaker's bureau.
25. Assist in promotion of consultation services to employers.
26. Attend meetings and take minutes.
27. Create, revise and print documents, charts, reports, contracts, mailing lists and mailing labels using Wang Word Processing.
28. Assist in setting up and promoting the employer workshops.
29. Transcribe materials from a dictaphone.

[0017a]

Meeting date AUG 09 1990

Agenda No. R-8

(Above space for Clerk's office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary items)

SUBJECT: Private Sale

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT Environmental Services DIVISION Tax Title

CONTACT Larry Baxter TELEPHONE 248-3590

PERSON(S) MAKING PRESENTATION _____

*Clave Larry Baxter
ORDERS # 90-118 &
90-119*

ACTION REQUEST

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal budgetary impacts, if applicable):

Request approval of sale of two tax foreclosed properties as provided by ORS 275.200 at the formal meeting to be held August 9, 1990.

1. Vacant house located at 3813 NE Cleveland was offered at public sale July 8, 1987, no bids were received. Legal description-ALBINA HOMESTEAD-S 15' of Lot 2, Block 24, N 49' of Lot 3, Block 24.

2. Small parcel of vacant land 25 x 100 foot acquired June 1975, located south of 3648 N. Michigan Ave. Market Value is \$2,600.00 Legal description MULTNOMAH S 25' of Lot 2, Block 35.

(if space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER  _____

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15557 for
the Sale of Certain Real Property to
DARRELL B. MC BRAYER

} ORDER 90-118

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at private sale, and did receive from DARRELL B. MC BRAYER a bid for the sum of \$5,000.00, which said sum was the highest and best bid for said property; said bidder offering to pay not less than twenty percent of the purchase price in cash, the remainder to be paid under written agreement in equal monthly installments of \$ 84.99 per month including interest at the rate of 10 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

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

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

ALBINA HOMESTEAD
S 15' OF LOT 2, BLOCK 24 N 49' OF LOT 3, BLOCK 24

for the sum of \$5,000.00, payable as follows: \$1,000.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$84.99 each over a term of 60 months. Payments to include interest at the rate of 10 per cent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon.

Dated at Portland, Oregon this 4th day of October 1990.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Gladys McCoy
Gladys McCoy
Multnomah County Chair

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

By *Scandia Ruff*

Journal

Page

Entered October 4, 1990

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution)
of Deed D91492 for Certain Tax)
Acquired Property to) ORDER 90-119
)
)
CUSTODIO HERNANDEZ)
AND MARTHA HERNANDEZ)

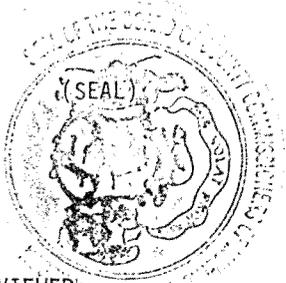
It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at private sale as by law provided, and did receive from CUSTODIO HERNANDEZ a bid for the sum of \$1,000.00, which said sum was the highest and best bid for said property; and that at a public meeting held at 9:30 AM, AUGUST 9, 1990, Agenda R8, the Board of County Commissioners accepted the bid;

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

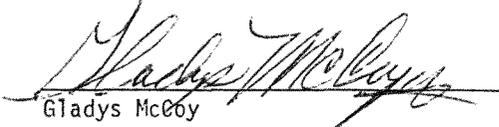
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

MULTNOMAH
S 25' OF LOT 2, BLOCK 35

Dated at Portland, Oregon this 2nd day of October 1990.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Gladys McCoy
Multnomah County Chair

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

By 

Journal

Page

Entered October 2, 1990

BUDGET MODIFICATION NO. DES 1

(For Clerk's Use) Meeting Date AUG 09 1990

Agenda No. R-9

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____ (Date)

DEPARTMENT Environmental Services DIVISION Expo Center/Multnomah County Fair

CONTACT William V. McKinley TELEPHONE 285-7756

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD William V. McKinley

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Transfer of funding for Columbia Conservation Corp. to Personal Service for hiring of temporary workers for the Fair.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

[X] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Transfer of funds previously budgeted in Professional Services category for the Columbia Conservation Corp. to the Personal Services category for funding of temporary workers for the 1990 Multnomah County Fair.

RECEIVED
OFFICE OF
MULTNOMAH COUNTY
CLERK
AUG 21 11 10 AM '90
OREGON

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) \$ _____

(Specify Fund) _____ (Date) _____

After this modification \$ _____

Originated By
William V. McKinley
Date
7/19/90
Finance/Budget

Department Director
Paul Yarbrough/bhw
Date
7/20/90
Employee Relations

Board Approval
DAVID C. HARRIS
Date
7/25/90

Date
AUGUST 9, 1990

PERSONNEL DETAIL FOR BUD MOD NO. 1

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

FTE Increase (Decrease)	POSITION TITLE	Annualized		
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	TOTAL Increase (Decrease)
Part-Time Job Class 8000	Temporary workers *Fringe including insurance	4,000.00	466.00 *	4,466.00
	TOTAL CHANGE (ANNUALIZED)	4,000.00	466.00	4,466.00

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

Full Time Positions, Part-Time, Overtime, or Premium	Explanation of Change	Current FY		
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	TOTAL Increase (Decrease)