

ANNOTATED MINUTES

Tuesday, November 7, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD BRIEFINGS

Chair Beverly Stein convened the meeting at 9:31 a.m., with Vice-Chair Sharron Kelley, Commissioners Gary Hansen and Tanya Collier present, and Commissioner Dan Saltzman arriving at 9:34 a.m.

- B-1 Status of Programming and Service Delivery Activities Undertaken by the Community Action Program Office for Homeless Single Adults and Families. Presented by Rey España.

REY ESPAÑA, SUZANNE BAYNOR AND CATHY SPOFFORD PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

- B-2 Overview of County Communication Needs and Selected Priority Projects. Presented by Rhys Scholes.

RHYS SCHOLES PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

The meeting was adjourned at 11:10 a.m.

Tuesday, November 7, 1995 - 11:15 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

EXECUTIVE SESSION

Chair Beverly Stein convened the meeting at 11:15 a.m., with Vice-Chair Sharron Kelley, Commissioners Gary Hansen, Tanya Collier and Dan Saltzman present.

- E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(d) for Labor Negotiator Consultation

Concerning Possible Labor Negotiations with the Deputy Sheriffs Association.
Presented by Darrell Murray.

EXECUTIVE SESSION HELD.

There being no further business, the meeting was adjourned at 12:21 p.m.

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

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:30 a.m., with Vice-Chair Sharron Kelley, Commissioners Gary Hansen and Tanya Collier present, and Commissioner Dan Saltzman excused.

CONSENT CALENDAR

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF THE CONSENT CALENDAR. FOLLOWING BOARD DISCUSSION OF AGREEMENTS C-1 AND C-7, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-11) WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

C-1 Renewal of Intergovernmental Agreement 400142 with the City of Portland for Printing and Duplicating Services

DEPARTMENT OF HEALTH

C-2 Renewal of Intergovernmental Agreement 200986 with Oregon Health Division for Research Services Required by Various Federal Grants Related to HIV/AIDS

C-3 Renewal of Intergovernmental Agreement 201326 with Oregon Health Sciences University for "T" Lymphocyte Blood Typing

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-4 Amendment to Intergovernmental Agreement 302215 with the City of Fairview to Develop Seventh Street Extension Project

DEPARTMENT OF COMMUNITY CORRECTIONS

- C-5 Intergovernmental Revenue Agreement 900206 with Oregon Department of Corrections for Access and Use of Services Provided by YWCA for Female Offenders in Transition from Prison to the Community
- C-6 Budget Modification DCC 2 Authorizing \$48,532 Appropriation to the Contract Services Budget to Reflect Increased Revenue from the Oregon Department of Corrections

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-7 Amendment to Intergovernmental Agreement 102356 with Portland Public School District to Fund Alternative School Services and Educational Assistance through the Partners Project and Funding for 14 Slots in the Infant Toddler Development Center to Assist Teen Parents
- C-8 Amendment to Intergovernmental Agreement 101246 with the City of Wood Village Providing Community Development Block Grant Funds for the Acquisition of Additional Park Land for Public Use
- C-9 Intergovernmental Revenue Agreement 103606 with the Oregon Department of Human Resources to Fund an Integrated Services Project at Beach Elementary School
- C-10 Intergovernmental Revenue Agreement 103616 with the Oregon Department of Human Resources to Fund an Integrated Services Project at Marshall High School
- C-11 Intergovernmental Revenue Agreement 103626 with the Oregon Department of Human Resources to Fund an Integrated Services Project at Roosevelt High School

REGULAR AGENDA

PUBLIC COMMENT

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

NO ONE WISHED TO COMMENT.

NON-DEPARTMENTAL

R-2 ORDER in the Matter of the Appeal of Robert W. Burnell from the Hearings Officer's Order Denying an Application for Approval of an Adult Care Home Resident Manager

ELI STUTSMAN, ATTORNEY FOR APPELLANT ROBERT BURNELL, REQUESTED THAT THE BOARD RECONSIDER AND REMAND THE CASE BACK TO THE HEARINGS OFFICER BECAUSE THE ISSUES RAISED ON THE RECORD WERE NOT RESPONDED TO IN A SATISFACTORY MANNER. IN RESPONSE TO A REQUEST OF CHAIR STEIN, BOARD ATTORNEY PETE KASTING ADVISED THAT THE BOARD HAS THE OPTION TO REMAND THE CASE BACK TO THE HEARINGS OFFICER. IN RESPONSE TO BOARD QUESTIONS, MR. KASTING EXPLAINED A DENIAL WOULD BE AN INTERPRETATION OF THE RULES BUT NOT AN EXPLANATION. COUNTY COUNSEL KATIE GAETJENS ADVISED SHE OBJECTS TO A REMAND AS THERE WAS AN OPPORTUNITY TO RAISE ISSUES PREVIOUSLY, AND THAT THE ISSUES WERE ADDRESSED AT THE HEARINGS OFFICER LEVEL. MS. GAETJENS RECOMMENDED THAT THE BOARD AFFIRM THE HEARINGS OFFICER DECISION. MR. STUTSMAN URGED THE BOARD TO REMAND THE CASE BACK TO THE HEARINGS OFFICER, ADVISING HIS CLIENT WAS NOT PREVIOUSLY REPRESENTED BY COUNSEL. COMMISSIONER HANSEN COMMENTS IN SUPPORT OF REMAND OR SET OVER. COMMISSIONER COLLIER COMMENTS IN SUPPORT OF ADOPTING FINAL ORDER TODAY. COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, TO REMAND THE CASE BACK TO THE HEARINGS OFFICER. MOTION FAILED, WITH COMMISSIONERS KELLEY AND HANSEN VOTING AYE, AND COMMISSIONERS COLLIER AND STEIN VOTING NO. COMMISSIONER HANSEN MOVED

AND COMMISSIONER KELLEY SECONDED, TO SET OVER THE ORDER TO THURSDAY, NOVEMBER 21, 1995. MOTION APPROVED, WITH COMMISSIONERS KELLEY, HANSEN AND STEIN VOTING AYE, AND COMMISSIONER COLLIER VOTING NO.

- R-3 Second Reading and Adoption of an ORDINANCE Establishing a Local Public Safety Coordinating Council as Required by State Law, and Substituting the Coordinating Council for Certain Other Advisory Entities

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF SECOND READING AND ADOPTION. PETER OZANNE EXPLANATION. NO ONE WISHED TO TESTIFY. FOLLOWING DISCUSSION AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN AN AMENDMENT ADDING THE FOLLOWING: "SECTION V. QUORUM AND VOTING A QUORUM OF THE COUNCIL SHALL CONSIST OF A MAJORITY OF ITS MEMBERS. COUNCIL ACTION ON ANY ITEM SHALL REQUIRE THE AFFIRMATIVE CONCURRENCE OF A MAJORITY OF A QUORUM." WAS UNANIMOUSLY APPROVED. ORDINANCE 839 UNANIMOUSLY APPROVED, AS AMENDED.

- R-4 Budget Modification NOND 6 Authorizing Transfer of Cost Savings in Personal Services to Materials and Services, within the Emergency Management Division Budget (Continued from October 26, 1995)

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-4. MIKE GILSDORF EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-5 ORDER Authorizing Advance Distribution of Funds from the County General Fund to Property Taxing Districts As Allowed Under ORS 311.392

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-5. DAVE BOYER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. ORDER 95-235 UNANIMOUSLY APPROVED.

R-6 RESOLUTION Adopting Multnomah County's Investment Policy and Authorizing the Finance Director or Treasury Manager to Administer Same

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-6. HARRY MORTON EXPLANATION. RESOLUTION 95-236 UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-7 Memorandum of Understanding 300796 Between the Oregon Department of Transportation, City of Portland and Multnomah County, Resolving Disputes Over Construction and Traffic Impacts of the Sylvan Interchange and Westside Corridor Highway Improvement Projects

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-7. JOHN DORST EXPLANATION. MEMORANDUM OF UNDERSTANDING UNANIMOUSLY APPROVED.

AT THE REQUEST OF COMMISSIONER HANSEN AND FOLLOWING DISCUSSION, LARRY NICHOLAS TO GET BACK WITH INFORMATION TO THE BOARD REGARDING THE NORTH-SOUTH LIGHT RAIL PROPOSAL.

The regular meeting was adjourned at 9:55 a.m., and the work session was convened at 10:10 a.m.

Thursday, November 9, 1995 - 10:30 AM
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BENCHMARK FORUM WORK SESSION

WS-1 Citizen Advisor Satisfaction. Overview of Citizen Involvement; Promising Practices and Current Opportunities; Citizen Advisory Board Member Survey Results; How We Strengthen Our Efforts; CIC Annual Report and Strategic Plan Overview; CIC Subcommittee Strategic Goals and 1995-96 Workplan; and Proposed Resolution on Citizen Involvement. Presented by John Legry, Jim Carlson, JoAnn Bowman, Derry Jackson, Kathleen Todd, Kay Durtschi, Ed Lyle and Hank Miggins.

***HANK MIGGINS, JOHN LEGRY, JIM CARLSON,
JOANN BOWMAN, DERRY JACKSON, KATHLEEN
TODD, KAY DURTSCHI AND ED LYLE
PRESENTATIONS AND RESPONSE TO BOARD
QUESTIONS AND DISCUSSION.***

There being no further business, the meeting was adjourned at 11:30 a.m.

OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad

Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 SW FIFTH AVENUE
PORTLAND, OREGON 97204
CLERK'S OFFICE • 248-3277 • 248-5222
FAX • (530) 248-5262

BOARD OF COUNTY COMMISSIONERS		
BEVERLY STEIN •	CHAIR	•248-3308
DAN SALTZMAN •	DISTRICT 1	• 248-5220
GARY HANSEN •	DISTRICT 2	•248-5219
TANYA COLLIER •	DISTRICT 3	•248-5217
SHARRON KELLEY •	DISTRICT 4	•248-5213

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

NOVEMBER 6, 1995 - NOVEMBER 10, 1995

Tuesday, November 7, 1995 - 9:30 AM - Board BriefingsPage 2

Tuesday, November 7, 1995 - 11:15 AM - Executive SessionPage 2

Thursday, November 9 1995 - 9:30 AM - Regular MeetingPage 3

Tuesday, November 9, 1995 - 10:30 AM - Benchmark Forum...Page 5

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

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

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

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

AN EQUAL OPPORTUNITY EMPLOYER

*Tuesday, November 7, 1995 - 9:30 AM
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1021 SW Fourth, Portland*

BOARD BRIEFINGS

- B-1 Status of Programming and Service Delivery Activities Undertaken by the Community Action Program Office for Homeless Single Adults and Families. Presented by Rey España. 45 MINUTES REQUESTED.*
- B-2 Overview of County Communication Needs and Selected Priority Projects. Presented by Rhys Scholes. 1 HOUR REQUESTED.*
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*Tuesday, November 7, 1995 - 11:15 AM
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1021 SW Fourth, Portland*

EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(d) for Labor Negotiator Consultation Concerning Possible Labor Negotiations with the Deputy Sheriffs Association. Presented by Darrell Murray. 45 MINUTES REQUESTED.*
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Thursday, November 9, 1995 - 9:30 AM
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REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 *Renewal of Intergovernmental Agreement 400142 with the City of Portland for Printing and Duplicating Services*

DEPARTMENT OF HEALTH

- C-2 *Renewal of Intergovernmental Agreement 200986 with Oregon Health Division for Research Services Required by Various Federal Grants Related to HIV/AIDS*
- C-3 *Renewal of Intergovernmental Agreement 201326 with Oregon Health Sciences University for "T" Lymphocyte Blood Typing*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-4 *Amendment to Intergovernmental Agreement 302215 with the City of Fairview to Develop Seventh Street Extension Project*

DEPARTMENT OF COMMUNITY CORRECTIONS

- C-5 *Intergovernmental Revenue Agreement 900206 with Oregon Department of Corrections for Access and Use of Services Provided by YWCA for Female Offenders in Transition from Prison to the Community*
- C-6 *Budget Modification DCC 2 Authorizing \$48,532 Appropriation to the Contract Services Budget to Reflect Increased Revenue from the Oregon Department of Corrections*

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-7 *Amendment to Intergovernmental Agreement 102356 with Portland Public School District to Fund Alternative School Services and Educational Assistance through the Partners Project and Funding for 14 Slots in the Infant Toddler Development Center to Assist Teen Parents*

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REGULAR AGENDA

PUBLIC COMMENT

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

NON-DEPARTMENTAL

- R-2 *ORDER in the Matter of the Appeal of Robert W. Burnell from the Hearings Officer's Order Denying an Application for Approval of an Adult Care Home Resident Manager*
- R-3 *Second Reading and Adoption of an ORDINANCE Establishing a Local Public Safety Coordinating Council as Required by State Law, and Substituting the Coordinating Council for Certain Other Advisory Entities*
- R-4 *Budget Modification NOND 6 Authorizing Transfer of Cost Savings in Personal Services to Materials and Services, within the Emergency Management Division Budget (Continued from October 26, 1995)*
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WS-1 *Citizen Advisor Satisfaction. Overview of Citizen Involvement; Promising Practices and Current Opportunities; Citizen Advisory Board Member Survey Results; How We Strengthen Our Efforts; CIC Annual Report and Strategic Plan Overview; CIC Subcommittee Strategic Goals and 1995-96 Workplan; and Proposed Resolution on Citizen Involvement. Presented by John Legry, Jim Carlson, JoAnn Bowman, Derry Jackson, Kathleen Todd, Kay Durtschi, Ed Lyle and Hank Miggins. 1.5 HOURS REQUESTED.*



DAN SALTZMAN, Multnomah County Commissioner, District One

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

M E M O R A N D U M

TO: Board of County Commissioners
FROM: Andrea Jilovec, Commissioner Saltzman's Office
DATE: November 7, 1995
SUBJECT: Late arrival to the November 9, 1995 BCC Meeting

Commissioner Saltzman may be as much as one-half hour late arriving to the November 9th Regular BCC Meeting, due to an earlier morning meeting on county business.

1995 NOV - 7 AM 11:53
MULTNOMAH COUNTY
OREGON

MEETING DATE: NOV 09 1995

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Renewal of IGA with the City of Portland for Printing and Duplicating Services.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: Thursday, November 9, 1995

Amount of Time Needed: 5 - 10 MINUTES

DEPARTMENT: Countywide DIVISION: Purchasing

CONTACT: Franna Hathaway TELEPHONE #: 248-5111

BLDG/ROOM #: 421/1st

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Request of the Board of County Commissioners for approval of the renewal of the Intergovernmental Agreement for Printing and Duplicating Services between Multnomah County and the City of Portland. Originally awarded in 1991 using the bid process this contract saves the County approximately \$400,000 per year.

11/14/95 ORIGINALS TO ROGER BRUNO

SIGNATURE REQUIRED:

ELECTED OFFICIAL: [Signature]

OR

DEPARTMENT MANAGER: [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1995 OCT 30 PM 3 00
MULTNOMAH COUNTY
OREGON
CLERK OF BOARD OF COUNTY COMMISSIONERS

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Franna Hathaway, Purchasing Manager

TODAY'S DATE: October 17, 1995

REQUESTED PLACEMENT DATE: November 9, 1995

**RE: Renewal of Intergovernmental Agreement with the City of Portland for
Printing and Duplicating Services.**

I. Recommendation/Action Requested:

The Purchasing, Section is requesting the renewal of the Intergovernmental Agreement between Multnomah County and the City of Portland for Printing and Duplicating Services.

II. Background/Analysis:

Purchasing, originally contracted with the City of Portland for Printing and Duplicating Services using the bid process in October of 1991 on Bid #B81-000-5638. The bid was open to all interested vendors including the City of Portland Printing & Distribution Bureau. The City was awarded the bid. The next low bid from a Non-government vendor was more than twice the amount of the City's Bid.

III. Financial Impact:

The cost saving achieved by this renewal are approximately \$416,000 per year.

IV. Legal Issues:

None Anticipated.

V. Controversial Issues:

None Anticipated

VI. Link to Current County Policies:

Current County policies require Board approval for Intergovernmental Agreements in excess of \$25,000.

Page Two
Procedure for Staff Report

VIII. Citizen participation: None

VIII. Other Government Participation:

The City of Portland will perform the Printing and Duplicating Services for Multnomah County.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 400142

Amendment # 3

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (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 type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-1</u> DATE <u>11/9/95</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p>
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Department Chair's Office Division Purchasing Date 10-18-95

Contract Originator Roger A Bruno Phone 2870 Bldg/Room 421/1

Administrative Contact Franna Hathaway Phone 2651 Bldg/Room 421/1

Description of Contract Printing and Duplicating Services on a Requirements Basis/
Renewal of Contract

RFP/BID # B81-000-5638 Date of RFP/BID 5-20-91 Exemption Exp. Date _____

ORS/AR # 10.010A Contractor is MBE WBE QRF

Contractor Name Portland, City of

Mailing Address Printing & Duplicating
124 SW Madison, Portland, OR 97204

Phone (503)823-4444

Employer ID# or SS# _____

Effective Date Upon signature

Termination Date 9-30-96

Original Contract Amount \$ N/A

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 600,000 Est.

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) [Signature]

Encumber: Yes No

Date 10/23/95

Date _____

Date 11/2/95

Date October 9, 1995

Date _____

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

**REQUIREMENTS CONTRACT
FOR THE PURPOSE OF PRINTING & DUPLICATING SERVICES**

No. 400142

THIS AGREEMENT, dated _____, is between the COUNTY OF MULTNOMAH, a political subdivision of the State of Oregon (hereinafter the County), and THE CITY OF PORTLAND, PRINTING & DISTRIBUTION, 124 SW Madison, Portland, OR 97204, a political subdivision of the State of Oregon (hereinafter the Contractor).

WHEREAS, the parties hereto are both political entities authorized to enter into intergovernmental agreements pursuant to ORS Chapter 190; and

WHEREAS, the County has conducted an invitation for bids and has selected the City of Portland as the Contractor for printing and duplicating services; and

WHEREAS, the County wishes to make purchases of printing and duplicating services pursuant to the bid since such purchases will be in the public interest and will benefit the County;

NOW, THEREFORE, the parties hereto agree:

ARTICLE I. Description of Service: Contractor shall and will sell and deliver to the County, printing and duplicating services, per Bid No. B81-000-5638, in strict accordance with the specifications prepared for the same, which specifications, instructions to bidders and the accepted bid shall be and are a part of this contract as much so as though they had been fully copied herein to. All appended to this agreement, hereby are specifically referred to and made a part of the agreement and shall have the same force and effect as though all were fully inserted herein.

ARTICLE II. Term of Contract: Contractor services under this agreement shall begin on date of signature and continue through September 30, 1996.

ARTICLE III. Contract Renewal: The County shall have the option to renew this contract subject to approval of the Contractor upon a thirty (30) day written notice. Any price adjustments must be submitted by the contractor not less than sixty (60) days before the contract period expires on September 30, 1996. The County reserves the right to reject any renewal acceptance by the contractor that contains modifications of the contract, negotiable or not, unacceptable to the County.

Should the County not receive written acceptance of the renewal offer within two (2) weeks of the written notice to renew, it will be assumed that the contractor accepts the renewal agreement and will abide by all the terms, conditions, instructions, prices, percentages, etc., of the existing contract at time of renewal.

The County will be under no obligation to renew the contract. The County may, at its

discretion, re-bid the contract after the first contract period.

REQUIREMENTS CONTRACT

Contract No. 400142

Page 2

ARTICLE IV. Termination: This Agreement may be terminated at any time, with cause, by the County or the Contractor, upon giving not less than sixty (60) days written notice of termination to the other party. The County may also terminate at any location that may be closed down or moved; such partial termination shall not affect the obligation of the Contractor to fulfill the contract at other locations. Failure to live up to the specifications will be considered good and sufficient cause.

ARTICLE V. Payment: The County will pay to the Contractor for said services and materials so sold and delivered the amount specified by the Contractor in response to the bid and incorporated herein as Attachment #1, being the sum named in the Contractor's bid, subject to additions and deductions as hereinafter provided. Payment will be made monthly, following the current month within which service has been provided by the Contractor. Payment will be made by County warrant by the office of the County Finance Division.

ARTICLE VI. Payment Approval: No payment shall be made except upon the approval of the Purchasing Manager. Delivery shall be made at the time and place indicated by said official.

ARTICLE VII. Non-Performance: In the event of nonperformance under this agreement, the County shall have the right to obtain from other sources such materials and/or services as may be required to accomplish the work not performed, and it is agreed that difference in cost, if any, for said work or goods shall be borne by the Contractor.

For purposes of this section, nonperformance shall be defined as failure to perform work and/or deliver services as specified and scheduled.

ARTICLE VIII. Indemnification: To the extent permitted by Oregon law, the Contractor agrees to hold and save the County and all its officers and agents harmless from and against all claims of every nature or kind for or an account of the use of any patented article, combination or process which may affect the material delivered or work done under this contract.

ARTICLE IX. State Law Compliance: The Contractor agrees to make payment promptly as due to all persons supplying such Contractor with labor or materials for the prosecution of the work provided for in this contract, and that said Contractor will not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, and agrees further that no person shall be employed for more than eight (8) hours in any day, or forty (40) hours in any one week; unless in case of necessity or emergency, or where the public policy absolutely requires it, and in such cases to pay wages in accordance with the provisions of ORS 279.334 and ORS 279.338.

REQUIREMENTS CONTRACT

Contract No. 400142

Page 3

The Contractor agrees that should the Contractor fail, neglect or refuse to make prompt payment of any claim for labor or services furnished by any person for the prosecution of the work provided in this contract as said claim becomes due, whether said services and labor be performed for said Contractor or a subcontractor; fail, neglect, or refuse to make all amounts due the State Industrial Accident Fund or to the State Department of Revenue, and charge the amount thereof against the funds due or to become due said Contractor by reason of said contract, but payment of Contractor by reason of said contract, payment of any such claims in the manner herein authorized shall not relieve the Contractor or his surety from his or its obligations with respect to any unpaid claims.

The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical or hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor of all sums which the said Contractor may or shall have deducted from the wages of his employees for such services.

ARTICLE X. Nonappropriation: The Contractor agrees that if payment for this contract extends into County's next fiscal year, it is made subject to future appropriations by the Board of County Commissioners of Multnomah County to fund its provisions, and may be canceled by County upon thirty (30) days written notice to Contractor of any such failure.

ARTICLE XI. Pricing: Pricing will be in accordance with attached bid (Attached #1).

ARTICLE XII. Worker's Compensation: Contractor specifically agrees to comply with ORS Chapter 656, Workers' Compensation coverage. Proof of such Workers' Compensation coverage shall be provided and coverage must remain in full force throughout the life of this contract.

IN WITNESS WHEREOF, the Contractor and the County have caused this contract to be executed by their duly authorized representative (s), in the day and year as first written above.

REVIEWED:
LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: *John L. DuBay*
John L. DuBay

COUNTY OF MULTNOMAH, OREGON

By: *Beverly Stein*
Beverly Stein, County Chair

THE CITY OF PORTLAND
PRINTING & DISTRIBUTION SERVICES

By: _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 11/9/95
DEB BOGSTAD
Rogel8.apg10/95
BOARD CLERK

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS #B-81-000-5638 To be opened 2:00 P.M. May 8, 1991

SEALED BIDS will be received by the Purchasing Director of Multnomah County in the Ford Building Lobby, 2505 S.E. 11th Avenue, Portland, Oregon, 97202, until 2:00 P.M. Pacific Time and will be publicly opened and read for furnishing:

Printing and Duplicating Services

in estimated quantities and as per specifications as indicated herein. To insure proper bid identification and handling, USE THE BID ENVELOPE, attached herewith.

Protests to the specifications will not be considered unless detailed in official correspondence to the Purchasing Director and received five (5) days or more prior to the opening date.

As required by ORS 279.021, Multnomah County shall always -- price, fitness and quality being equal -- prefer supplies, goods, wares, merchandise, manufacturers or produce that has been grown, manufactured or produced in this State and shall next prefer such as have been partially manufactured, grown or produced in this State.

Also, the constitutional debt limitation for counties requires any county contract which extends beyond the current fiscal year to be executed subject to future appropriations to fund its provisions, and Contract documents will reflect this condition.

Pursuant to Multnomah County Administrative Rules, the County may, in its discretion, waive the bid security requirements of ORS 270.033 for contracts other than those for public improvements. No proposal will be considered unless accompanied by a check payable to Multnomah County, certified by a responsible bank, or in lieu thereof a surety bond for an amount equal to ten percent of the aggregate proposal, unless otherwise specified in the space provided below. The successful bidder may be required to furnish a performance bond satisfactory to the Board in the full amount of the contract.

Surety Bond: WAIVED

The right is expressly reserved to reject any and all bids.

Dated at Portland, Oregon, APR 19 1991

Board of County Commissioners
MULTNOMAH COUNTY, OREGON

By: Lillie M. Walker

Lillie M. Walker, Director
Purchasing Section

Publication Dates: April 19, 1991

To the Board of County Commissioners:

The undersigned proposes to furnish the services herein mentioned at the unit price indicated, all in accordance with the specifications and provisions as herein above set forth, attached hereto and made a part hereof.

The undersigned bidder hereby represents as follows: That this bid is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects fair and without collusion or fraud.

Dated: 20 May 1991

City of PORTLAND, Oregon
Legal name of firm or corporation

By JE Bud Clark
(Signature of Bidder)

Mayor
(Title)

Address 1220 SW 5th

ADDENDUM # 3
MULTNOMAH COUNTY, OREGON

May 14, 1991

Bid: #B81-000-5638
Name: Printing and Duplicating Services

Opening: May 20, 1991 at 2:00 PM

This addendum is issued to the above referenced Bid to replace all of the original specifications Pages 3 through 19. It also replaces addendum number 1. All bidding must be placed and based on this addendum and submitted at the prescribed time and place along with the first two pages of the original specifications which must be signed by the bidder.



L. WALKER, DIRECTOR
PURCHASING SECTION

INSTRUCTIONS TO BIDDERS

IMPORTANT NOTICE RE: VENDOR SELECTION LIST

If your firm does not wish to bid at this time, but wishes to remain on the vendor selection list for other printing, please send a written "NO BID" to the above address, or call Roger Bruno at (503) 248-5111 and submit a verbal "NO BID", no later than May 20, 1991.

All vendors not responding (written or oral) to this invitation to bid may be automatically dropped from the future vendor selection list for this item category but will remain on all other lists applied for.

METHOD OF AWARD

Award will be made to the bidder submitting the lowest responsive bid. The award will be made on an all-or-none basis, or by individual package, as in the best interest of the County. The right is expressly reserved to reject any or all bids. Award will be made to the bidder(s) meeting all requirements and submitting the lowest responsive bid as determined by the total dollar bid for each of packages #1 through #5. A responsive bid is defined as a bid that is completed in the format the specifications require and one that has taken no exceptions to any of the mandatory specifications. The bidder may bid on only one package, all 5 packages, or any combination of the 5.

CLARIFICATION

Any vendor requiring further clarification of the information or protesting any provision herein, must submit specific questions in writing to:

Multnomah County Purchasing
c/o Roger A. Bruno, Buyer
2505 S.E. 11th
Portland, Oregon 97202
(503) 248-5111

A written response will be provided to those questions which are deemed appropriate, copies of which will be sent to all vendors in receipt of this bid. Questions will not be answered verbally, except those which would clarify specifications and requirements of this bid and as further provided herein.

However, any actions or changes resulting from these communications will be forwarded to all bidders as an addendum to this bid.

Oral instructions or information concerning the specifications for the project or requirements shall not bind Multnomah County. Any addenda shall be issued by the Purchasing Director no later than five (5) days prior to bid opening.

CANCELLATION

Multnomah County reserves the right to cancel award of the contract at any time before execution of the contract by both parties, if the cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bids.

BID COPIES

ATTENTION!: Bidders are required to submit one (1) original and one (1) complete copy of the bid documents.

TERMS

F.O.B.

All prices are to be quoted F.O.B. Destination to:

Multnomah County
Locations As Specified

GUARANTEE OF PURCHASES

The County makes no guarantee as to the quantity of purchases that will be made from this agreement. The quantity being bid is an approximation only, based on prior usage. The County will require that County users will use the contract(s) resulting from this bid for standard printing, except in rush situations when the contractor cannot meet the delivery required.

CONTRACT CONDITIONS

TERM OF CONTRACT

The time period for this contract shall be from July 1, 1991 through June 30, 1992.

RENEWAL

The County shall have the option to renew this contract subject to approval of the contractor, for two (2) additional one (1) year periods upon a thirty (30) day written notice. Any price adjustments must be submitted by the contractor not less than sixty (60) days before the contract period expires on June 30, 1992. The County reserves the right to reject any renewal acceptance by the contractor that contains any modifications of the contract, negotiable or not, unacceptable to the County.

Should the County not receive written acceptance of the renewal offer within two (2) weeks of the written notice to renew, it will be assumed that the contractor accepts the renewal agreement and will abide by all the terms, conditions, instructions, prices, percentages, etc., of the existing contract at time of renewal.

The County will be under no obligation to renew the contract. Multnomah County may, at its discretion, re-bid the contract after the first contract period.

PRICE STABILITY

Prices shall be firm for the agreement period.

TERMINATION

This agreement may be terminated at any time, with cause, by the County or the contractor, upon giving not less than sixty (60) days written notice of termination to the other party. The County may also terminate at any location that may be closed down or moved; such partial termination shall not affect the obligation of the contractor to fulfill the contract at other locations. Failure to live up to the specifications will be considered good and sufficient cause.

NONPERFORMANCE

In the event of nonperformance under the resulting contract, the County shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the contractor.

For purposes of this section, nonperformance shall be defined as failure to perform work and/or deliver goods as specified and scheduled.

PERFORMANCE

All of the labor, materials, and equipment required for completion and day-to-day performance of the contract shall be provided by the contractor.

The contractor assumes full responsibility for all costs involved in the installation of any equipment and/or machines, as well as the cost of eventual removal.

ASSIGNMENT

Neither the contract, nor any of the requirements, rights or privileges demanded by it may be sold, assigned, contracted or transferred by the contractor without the express written consent of the Purchasing Director of Multnomah County.

GENERAL INSTRUCTIONS TO BIDDERS

RUSH CHARGES

For each package that you bid upon, please indicate, in the appropriate area, your mark up for services that fall within the production parameters of the specifications but require faster than specified timelines.

PICK UP AND DELIVERY REQUIREMENTS

The County requires that the successful bidder provide for the pick up of work orders and the delivery of completed work according to the following schedule. The costs of this service are to be included in the bids for each specified service.

Times stated for work order pick up represent the earliest and the latest times that the contractor may pick up the last work order for the day at each location.

Times stated for order delivery represent the earliest and latest time such work, requested for AM delivery, is to be delivered to each location on the day upon which it is due. Requests for PM delivery must be delivered no later than the specified pick up times at each location. NOTE: If neither AM nor PM delivery is denoted on the work order, AM delivery is expected.

Additional pick up and delivery services may be added at the County's discretion.

All orders destined for locations other than those specified are to be picked up at, and delivered to, the County's Distribution Center, at 2505 S.E. 11th according to the following schedule.

INVITATION FOR BIDS, continued
Bid No. B81-000-5638

Pick-up and delivery must be performed per the below schedule, within the timelines given below. This pick-up and delivery schedule applies to all packages contained in this bid. The resulting contract(s) will require that each contractor(s) be physically present at each location, each day, within the timelines given below.

<u>Location</u>	<u>Pick-up</u>	<u>Delivery</u>
County Courthouse, 1021 SW 4th	5:00 PM to 5:30 PM	7:30 AM to 8:00 AM
Portland Building, 1120 SW 5th	5:00 PM to 5:30 PM	7:30 AM to 8:00 AM
Justice Center, 1120 SW 3rd	4:30 PM to 5:00 PM	8:00 AM to 8:30 AM
JK Gill Bldg. 421 SW Stark	4:00 PM to 4:30 PM	8:00 AM to 8:30 AM
Mead Bldg. 421 SW 5th	4:00 PM to 4:30 PM	8:00 AM to 8:30 AM
A&T 610 SW Alder	4:00 PM to 4:30 PM	8:00 AM to 8:30 AM
DES 2115 SW Morrison	4:00 PM to 4:30 PM	8:00 AM to 8:30 AM
Ford Bldg. 2505 SE 11th	4:30 PM to 5:00 PM	8:00 AM to 8:30 AM

PRE-PRESS MATERIALS

All original artwork, negatives, and non-disposable printing plates -- for packages 2 through 5 -- are the property of Multnomah County, and are to be returned to Multnomah County Purchasing, 2505 SE 11th, upon completion of work.

UNIT PRICES

All bid prices are to be given the County regardless of quantity per order.

WORK ORDERS

The successful bidder(s) are to supply the County with the bidder's service request forms. The successful bidder(s) must also provide written information on the proper use of the form(s) and provide the County, upon request, training in ordering the contracted services.

ESTIMATES ON JOB COST

The successful bidder(s) will provide estimates of job cost upon request. The County will endeavor to provide specific, accurate information on the work to be performed.

JOB COSTING

Total job costs (to include the quantity shipped and the total for the job) must be attached to the shipping copy of all completed orders. As this is currently not a uniform practice among all potential vendors, this requirement must be met on or before January 2, 1992. State on Attachment "A" how bidder meets or will meet this requirement. The quantities for each order are to be produced and delivered in the exact quantities asked for. Ten percent overruns or underruns will not be acceptable.

BILLING AND PAYMENT

The successful bidder(s) must submit detailed monthly statements listing work order or job number. This information is to be broken out by account code with a summary total for each account code.

Bidders must indicate on Attachment "C" their ability to provide the above statement information via electronic media in either Cobal, D-Base or R-Base. Format to be provided by County at time of contract. It is required that the successful bidder have this capability by January 2, 1992. The County is currently running Cobal on Amdahl equipment and D-Base / R-Base on IBM compatible personal computers. The County will be responsible for writing the conversion program(s) to match the contractor's proposed method. In the past the County has done uploading through Tempus Link.

Payment will be made monthly based upon the statements submitted.

BIDDER QUALIFICATIONS AND REFERENCES

Bidders must completed Attachment "D", providing all required information.

PACKAGE #1 - QUICK COPY SERVICE

This is xerographic quality reproduction. No manipulation of artwork is required. Copy consists of both single and double sided text, and line art. The quality of the finished product is expected to be commensurate with the originals submitted. All copying is to be double sided unless otherwise specified on the work order.

The successful bidder is to stock, and have consistently available, a variety of at least eight (8) paper colors in the sizes and weights specified. A sample of available colors must be made available to County users, with new samples provided when changes occur. Samples of each color must be submitted with the bid.

Most orders received by the successful bidder should fall completely within the specifications of this package. However, for those orders that are substantially within the specifications, but contain elements that do not conform, the County will receive the specified pricing on that portion of the order which does qualify as quick copy printing.

Artwork: Camera Ready, Line Copy, Available in Single Page Units With No Bleeds.

Ink: Black Only.

Paper: See Package #1 Bidding Page.

Paper Size: Up to and including 8.5 x 14.

PACKAGE #1 - QUICK COPY SERVICE (Cont'd)

Bindery: Staple or Stitch-Upper Left, 2 left; Drill-2 top, 3 left; Fold-1/2, letter, double parallel, z-fold. Folding is for single sheets.

Packaging: Plastic Shrink Wrap Per Approximately 500 sheets unless requested otherwise.

Orders over Approximately 2,500 must be boxed in addition to plastic wrapped.

Timelines: Overnight - Up to 2,000 sheets per order, assembled or unassembled, stapled or drilled; overall, up to 30,000 sheets per day.

5 day - All other quick copy work.

Run Length: Varies widely - from 1 copy per original to 1,000. The average is 90 copies per original.

Drill/Cut: The quantity being bid is based on 500 sheets drilled or cut per lift. If your bid is based on this quantity, place your bid in the appropriate space provided. If your bid is for other than this quantity, write in the equivalent quantity and place your bid in the appropriate space provided. Place your bid in one space or the other space but not both.

PACKAGE #2 - BUSINESS CARDS

Theses are standard, formatted business cards which consist of line art and text. Although some variations of the standard card exist, they are not a part of this package. Negative quality printing.

Artwork: Camera Ready.

Layout: 4 Up. (Four different names)

Ink: 1 Color - Either Black, Reflex Blue, or PMS 357 (to be determined prior to contract).

Paper: 80# Passport Cover, Talc (Provide Sample)

Finished
Size: 2 x 3.5.

Packaging: Each set of 250 in standard card box.

Timelines: 10 working days.

PACKAGE #3 - LETTERHEAD

This is standard Multnomah County business letterhead which consists of line art and text. Negative quality printing.

Artwork: Camera Ready.

Ink: 1 Color - Either Black, Reflex Blue, or PMS 357 (to be determined prior to contract).

Paper: 24# White Recycled (50% recycled content with at least 10% post consumer waste) Bond, Laid Finish (Provide Sample).

Finished
Size: 8.5 x 11.

Packaging: Ream box per 500 sheets, additional boxing as required.

Timelines: 10 working days.

Run Length: Minimum Order - 500 sheets
Average Order - 1,000 sheets

PACKAGE #4 - ENVELOPES

These are standard Multnomah County business envelopes which consist of line art and text. Negative quality printing.

Artwork: Camera Ready.

Ink: 1 Color - Either Black, Reflex Blue, or PMS 357 (to be determined prior to contract).

Paper: All are 24# White Wove Envelopes, to be of virgin stock.

Finished
Size: See Package #4 Bidding Page.

Packaging: Envelope box per 500, additionally - carton as required.

Timelines: 10 working days.

Run Length: Minimum Order - 500
Average Order - 1,000

Pricing: Bidder must respond with one price per item as listed on the Bidding page regardless of the quantity ordered for virgin paper only.

PACKAGE #5 - BUSINESS FORMS

These are standard sequence carbonless, and single ply bond business forms. Negative quality printing. All parts print the same requiring one plate. Plate changes, back printing, numbering, punching, drilling, perforations, gluing, bookcovers, chipboard padding, backers, hard copy, bottom sheets, and extra preparation are all considered custom printing for the purpose of this bid and are not a part of this bid package.

Artwork: Camera Ready.

Ink: 1 Color - Black Only.

Paper: Single Ply - 8.5 x 11, White, Recycled (50% recycled content with 10% post consumer waste), 20# bond. Carbonless - 8.5 x 11, Recycled (50% recycled content with at least 10% post consumer waste), Standard Color Sequence, Standard Weight, 2, 3, 4, or 5 part.

Finished
Size: 8.5 x 11, plus any stub if needed.

Bindery: All single part forms are to be padded in units of 100 on the 8.5" edge unless otherwise ordered. All carbonless forms are to be padded by individual sets (i.e. 2 part is a two page set, 3 part is a three page set, etc.) on the 8.5" edge unless otherwise ordered.

Packaging: Plastic shrink wrap per approximately 500 sheets or standard wrap, additional boxing as necessary. The quantity being bid is based on 500 sheets per wrap. If your bid is for 250 sheets per wrap, it must be indicated as such in the space provided. If your standard wrap is other than 250 or 500 you must write in (in the blanks provided) the number of sheets in your wrap, the equivalent quantity (based on the 500/wrap) and your pricing in the blanks provided.

Timelines: 10 working days.

Run Length: Minimum Order - Carbonless: 1 ream of pre-collated paper, subsequent quantities by 500 sheet additions. It is roughly estimated that the standard order is around 1,000.

NOTE: All quantities are yearly estimates based on prior usage. All pricing is to include all costs associated with this work, including any overhead costs. Pick-up and delivery costs are to be separated as indicated. The county reserves the right to award any or all packages with or without the pick-up and delivery portion, as in the best interests of the County. The majority of the county's services are for double sided copies. The pricing that is bid for double sided sheets will also apply to single sided sheets in the resulting contract(s).

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS
Bid No. B81-000-5638

Package #1 - QUICK COPY SERVICES
(Double Sided Sheets)

<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTALS</u>	<u>RUSH CHARGE</u>
1. Setup per original Over 10	51,000	EA	<u>.29</u>	<u>14,790</u>	<u>50%*</u>
1.b. Setup per original Under 10	20,000	EA	<u>.029</u>	<u>580</u>	<u>50%</u>
2. Running Charge Per Double Sided Sheet					
*8.5 x 11, 20# White	2,600,000	EA	<u>.0240</u>	<u>62,400</u>	<u>50%</u>
8.5 x 11, 20# Color	1,950,000	EA	<u>.0257</u>	<u>50,115</u>	<u>50%*</u>
8.5 x 14, 20# White	650,000	EA	<u>.0263</u>	<u>17,095</u>	<u>50%</u>
8.5 x 14, 20# Color	650,000	EA	<u>.0278</u>	<u>18,070</u>	<u>50%*</u>
8.5 x 11, 100# White	325,000	EA	<u>.0349</u>	<u>11,343</u>	<u>50%*</u>
8.5 x 11, 100# Color	325,000	EA	<u>.0357</u>	<u>11,603</u>	<u>50%*</u>
3. Wrapping (500/wrap)	10,000	WRAP	<u>.61</u>	<u>6,100</u>	<u>50%*</u>
4. Automatic Assembling	2,575,000	SHEET	<u>.0061</u>	<u>4,120</u>	<u>50%*</u>
5. Automatic Stapling	775,000	SET	<u>.0010</u>	<u>775</u>	<u>50%*</u>
6. Drill (Bid Only One)					
a. Per lift of 500	800	DRILLS	<u>.60</u>	<u>2,280</u>	<u>50%*</u>
b. Per lift of _____	_____	DRILLS	_____	_____	_____
7. Cut / Trim (Bid Only One)					
a. Per 500/Cut	9,700	CUTS	<u>.42</u>	<u>4,074</u>	<u>50%*</u>
b. Per ____/Cut	_____	CUTS	_____	_____	_____
8. Fold-Setup	1,000	EA	<u>2.90</u>	<u>2,900</u>	<u>50%*</u>
- Running	600,000	SHEET	<u>.0085</u>	<u>5,100</u>	<u>50%*</u>
9. Pad	400,000	SHEET	<u>.0021</u>	<u>840</u>	<u>50%*</u>
		TOTAL		<u>212,185</u>	
10. Pick-Up and Delivery	1	YEAR	_____	<u>5,312**</u>	_____
		TOTAL		<u>217,497</u>	

*see page 19

**see Page 19

INVITATION FOR BIDS, continued
Bid No. B81-000-5638

Recycled Paper

All of this paper is to contain 50% recycled content and at least 10% post consumer waste, or is to be manufactured with the new processes that reduce or eliminate dioxin as a by-product.

ITEM DESCRIPTION	Package #2 - BUSINESS CARDS			TOTALS	RUSH CHARGE
	QUANTITY	UNIT	UNIT PRICE		
1. 250 Count Box	1,500	EA	<u>12.50</u>	<u>18,750</u>	<u>50%*</u>
2. Pick-up & Delivery	1	YEAR	<u>5,312</u>	<u>5,312</u>	
		TOTAL		<u>24,062</u>	

ITEM DESCRIPTION	Package #3 - LETTERHEAD			TOTALS	RUSH CHARGE
	QUANTITY	UNIT	UNIT PRICE		
1. Setup Per Original	500	EA	<u>7.78</u>	<u>3,890</u>	<u>50%*</u>
2. Running Charge per single sided sheet	1,500,000	SHEET	<u>.0207</u>	<u>31,050</u>	<u>50%*</u>
3. Box	3,100	BOX	<u>1.85</u>	<u>5,735</u>	<u>50%*</u>
		TOTAL		<u>40,675</u>	
4. Pick-up & Delivery	1	YEAR		<u>5,312**</u>	
		TOTAL		<u>45,987</u>	

*see page 19
**see page 19

<u>Package #4 - ENVELOPES</u>					
ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTALS	RUSH CHARGE
1. Setup Per Original	750	EA	<u>7.78</u>	<u>5,835</u>	<u>50%*</u>
2. Running Charge Per Envelope					
#9 Plain (500/Box)	350,000	BOX	<u>.0209</u>	<u>7,315</u>	<u>50%*</u>
#9 Window (500/Box)	350,000	BOX	<u>.0227</u>	<u>7,945</u>	<u>50%*</u>
#10 Plain (500/Box)	350,000	BOX	<u>.0230</u>	<u>8,050</u>	<u>50%*</u>
#10 Window (500/Box)	350,000	BOX	<u>.0248</u>	<u>8,680</u>	<u>50%*</u>
3. Packaging (if priced separately from #2)	2,800	WRAP	<u>1.85</u>	<u>5,180</u>	<u>50%*</u>
		TOTAL		<u>43,005</u>	
4. Pick-up & Delivery	1	YEAR		<u>5,312**</u>	
		TOTAL		<u>48,317</u>	

Package #5 - BUSINESS FORMS

CARBONLESS
(2 Part)

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTALS	RUSH CHARGE
1. Setup Per Original	90	EA	<u>7.78</u>	<u>700</u>	<u>50%*</u>
2. Running Charge per single sided sheet	300,000	EA	<u>.0215</u>	<u>6,450</u>	<u>50%*</u>
3. Pad	300,000	EA	<u>.0021</u>	<u>630</u>	<u>50%*</u>
4. Wrapping (Bid One Only)					
a. Wrap/500	600	WRAP	<u>.61</u>	<u>366</u>	<u>50%*</u>
b. Wrap/250	1,200	WRAP	<u> </u>	<u> </u>	<u> </u>
c. Wrap/___	_____	WRAP	<u> </u>	<u> </u>	<u> </u>

*see page 19
**see page 19

MULTNOMAH COUNTY, OREGON
(Addendum #3 Cont'd)

INVITATION FOR BIDS, continued
Bid No. B81-000-5638

<u>SINGLE PART</u>					
5. Setup Per Original	60	EA	<u>7.78</u>	<u>467</u>	<u>50%*</u>
6. Running Charge Per Single Sided Sheet	225,000	EA	<u>.0118</u>	<u>2,655</u>	<u>50%*</u>
7. Pad	225,000	EA	<u>.0021</u>	<u>473</u>	<u>50%*</u>
8. Wrapping (Bid Only One)					
a. Wrap/500	450	WRAP	<u>.61</u>	<u>275</u>	<u>50%*</u>
b. Wrap/250	900	WRAP	<u> </u>	<u> </u>	<u> </u>
c. Wrap/___	<u> </u>	WRAP	<u> </u>	<u> </u>	<u> </u>
		TOTAL		<u>12,016</u>	
9. Pick-up & Delivery	1	YEAR		<u>5,312**</u>	
		TOTAL		<u>17,328</u>	

The below pricing is for the resulting contract and will not be evaluated. The quantity required is a very small part of the county's usage.

ITEM DESCRIPTION	UNIT PRICE
10. Drilling	<u>.60</u>
11. Perforation	<u>.04</u>
12. Numbering	<u>.04</u>

*see page 19
**see page 19

Package #5 - BUSINESS FORMS

CARBONLESS
(3 Part)

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTALS	RUSH CHARGE
1. Setup Per Original	240	EA	<u>7.78</u>	<u>1,867</u>	<u>50%*</u>
2. Running Charge per single sided sheet	800,000	EA	<u>.0235</u>	<u>18,800</u>	<u>50%*</u>
3. Pad	800,000	EA	<u>.0021</u>	<u>1,680</u>	<u>50%*</u>
4. Wrapping (Bid One Only)					
a. Wrap/500	1,600	WRAP	<u>.61</u>	<u>976</u>	<u>50%*</u>
b. Wrap/250	3,200	WRAP	<u> </u>	<u> </u>	<u> </u>
c. Wrap/___	<u> </u>	WRAP	<u> </u>	<u> </u>	<u> </u>

SINGLE PART

5. Setup Per Original	160	EA	<u>7.78</u>	<u>1,245</u>	<u>50%*</u>
6. Running Charge Per Single Sided Sheet	600,000	EA	<u>.0118</u>	<u>7,080</u>	<u>50%*</u>
7. Pad	600,000	EA	<u>.0021</u>	<u>1,260</u>	<u>50%*</u>
8. Wrapping (Bid Only One)					
a. Wrap/500	1,200	WRAP	<u>.61</u>	<u>732</u>	<u>50%*</u>
b. Wrap/250	2,400	WRAP	<u> </u>	<u> </u>	<u> </u>
c. Wrap/___	<u> </u>	WRAP	<u> </u>	<u> </u>	<u> </u>
		TOTAL		<u>33,640</u>	
9. Pick-up & Delivery	1	YEAR		<u>5,312**</u>	
		TOTAL		<u>38,952</u>	

The below pricing is for the resulting contract and will not be evaluated. The quantity required is a very small part of the county's usage.

ITEM DESCRIPTION	UNIT PRICE
10. Drilling	<u>.60</u>
11. Perforation	<u>.04</u>
12. Numbering	<u>.04</u>

*see page 19

**see page 19

INVITATION FOR BIDS, continued
Bid No. B81-000-5638

Package #5 - BUSINESS FORMS

CARBONLESS
(4 Part)

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTALS	RUSH CHARGE
1. Setup Per Original	180	EA	<u>7.78</u>	<u>1,400</u>	50%*
2. Running Charge per single sided sheet	600,000	EA	<u>.0245</u>	<u>14,700</u>	50%*
3. Pad	600,000	EA	<u>.0021</u>	<u>1,260</u>	50%*
4. Wrapping (Bid One Only)					
a. Wrap/500	1,200	WRAP	<u>.61</u>	<u>732</u>	50%*
b. Wrap/250	2,400	WRAP	<u> </u>	<u> </u>	<u> </u>
c. Wrap/___	<u> </u>	WRAP	<u> </u>	<u> </u>	<u> </u>

SINGLE PART

5. Setup Per Original	120	EA	<u>7.78</u>	<u>934</u>	50%*
6. Running Charge Per Single Sided Sheet	450,000	EA	<u>.0118</u>	<u>5,310</u>	50%*
7. Pad	450,000	EA	<u>.0021</u>	<u>945</u>	50%*
8. Wrapping (Bid Only One)					
a. Wrap/500	900	WRAP	<u>.61</u>	<u>549</u>	50%*
b. Wrap/250	1,800	WRAP	<u> </u>	<u> </u>	<u> </u>
c. Wrap/___	<u> </u>	WRAP	<u> </u>	<u> </u>	<u> </u>
		TOTAL		<u>25,830</u>	
9. Pick-up & Delivery	1	YEAR		<u>5,312**</u>	
		TOTAL		<u>31,142</u>	

The below pricing is for the resulting contract and will not be evaluated. The quantity required is a very small part of the county's usage.

ITEM DESCRIPTION	UNIT PRICE
10. Drilling	<u>.60</u>
11. Perforation	<u>.04</u>
12. Numbering	<u>.04</u>

Package #5 - BUSINESS FORMS

CARBONLESS
(5 Part)

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTALS	RUSH CHARGE
1. Setup Per Original	90	EA	<u>7.78</u>	<u>700</u>	<u>50%*</u>
2. Running Charge per single sided sheet	300,000	EA	<u>.0255</u>	<u>7,650</u>	<u>50%*</u>
3. Pad	300,000	EA	<u>.0021</u>	<u>630</u>	<u>50%*</u>
4. Wrapping (Bid One Only)					
a. Wrap/500	600	WRAP	<u>.61</u>	<u>366</u>	<u>50%*</u>
b. Wrap/250	1,200	WRAP	<u> </u>	<u> </u>	<u> </u>
c. Wrap/___	<u> </u>	WRAP	<u> </u>	<u> </u>	<u> </u>

SINGLE PART

5. Setup Per Original	60	EA	<u>7.78</u>	<u>467</u>	<u>50%*</u>
6. Running Charge Per Single Sided Sheet	225,000	EA	<u>.0118</u>	<u>2,655</u>	<u>50%*</u>
7. Pad	225,000	EA	<u>.0021</u>	<u>473</u>	<u>50%*</u>
8. Wrapping (Bid Only One)					
a. Wrap/500	450	WRAP	<u>.61</u>	<u>275</u>	<u>50%*</u>
b. Wrap/250	900	WRAP	<u> </u>	<u> </u>	<u> </u>
c. Wrap/___	<u> </u>	WRAP	<u> </u>	<u> </u>	<u> </u>
		TOTAL		<u>13,216</u>	
9. Pick-up & Delivery	1	YEAR		<u>5,312**</u>	
		TOTAL		<u>18,528</u>	

The below pricing is for the resulting contract and will not be evaluated. The quantity required is a very small part of the county's usage.

ITEM DESCRIPTION	UNIT PRICE
10. Drilling	<u>.60</u>
11. Perforation	<u>.04</u>
12. Numbering	<u>.04</u>

PICK UP AND DELIVERY

If you are bidding more than one package please indicate here what your delivery charge will be based on your firm being awarded more than one of the packages.

<u>Number of Packages Awarded to Your Firm</u>	<u>QTY</u>	<u>Unit</u>	<u>Total</u>
2	1	Year	<u>5,312</u>
3	1	Year	<u>5,312</u>
4	1	Year	<u>5,312</u>
5	1	Year	<u>5,312</u>

* Rush charges - 50% up charge or actual costs incurred,
whichever is less.

** Clarification on Delivery Charges - Our charge for pick up
and delivery will be a total of \$5,312 regardless of the number
of packages awarded.

ATTACHMENT A

Bidder will meet job costing requirements as follows:

Will have new job costing system installed by 10/91,
and fully operational by 12-1-91.

ATTACHMENT B

Bidder will meet electronic media statement requirement as follows:

Currently planning to provide floppy disk in County's format.

ATTACHMENT C

1. Business Name City of Portland, Printing & Distribution
2. Contact Name Mike Huff
3. Business Address 2505 SE 11th Ave
4. Business Telephone No. 248-3344
5. Date Business Established: 1970

6. Supportive References of Similar Scope:

- A. Name of Company Multnomah County Budget Office
Address Portland Building, 14th floor

Representative to Contact Dave Warren Phone #: 248-3343

Type of Printing/Duplicating:	Quick Copy	Quantity (# of Sheets)
	Business Cards	<u>50,000</u>
	Letterhead	<u>10 boxes</u>
	Envelopes	<u>10,000</u>
	Forms	<u>25,000</u>

Length of Contract 21 years

- B. Name of Company City of Portland, Oregon
Address 1220 SW 5th

Representative to Contact David Kish Phone #: 796-5252

Type of Printing/Duplicating:	Quick Copy	Quantity (# of Sheets)
	Business Cards	<u>25 million</u>
	Letterhead	<u>1500</u>
	Envelopes	<u>2 million</u>
	Forms	<u>4 million</u>

Length of Contract 21 years

ATTACHMENT C

(Continued)

C. Name of Company Tax Supervision & Conservation Commission
Address Portland Building

Representative to Contact Gilbert Gutjhar Phone #: 248-3054

Type of Printing/Duplicating:		Quantity (# of Sheets)
Quick Copy		<u>10,000</u>
Business Cards		<u>10</u>
Letterhead		<u>2,500</u>
Envelopes		<u>2,500</u>
Forms		<u>1,000</u>

Length of Contract 21 years

MEETING DATE: NOV 09 1995

AGENDA NO.: C-2

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental agreement with the State Health Division (Contract #200986)

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Tom Fronk TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

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

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

The State will continue to provide the research required for the Health Department's various federal grants related to HIV/AIDS.

11/14/95 ORIGINALS TO KAREN GARBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

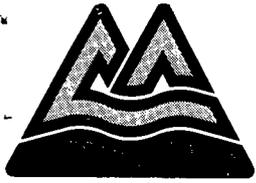
Or

DEPARTMENT MANAGER: *Boedgaard*

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
5654

BOARD OF
COUNTY COMMISSIONERS
1995 NOV - 2 AM 10:29
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

MEMORANDUM

DATE: October 19, 1995

TO: Board of County Commissioners

FROM: *B. Odgaard* Bill Odgaard, Director, Health Department

SUBJECT: Intergovernmental agreement with the State Health Division for research services

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #200986 for the period October 1, 1995, to and including September 30, 1996.
- II. Background/Analysis: This contract has been renewed annually since 1989. The State will continue to assume responsibility for the required research components of the Health Department's various federal grants (see Exhibit A) related to HIV/AIDS. The renewal was delayed pending finalization of the dollar amounts for this year, but the State has provided services continuously. Therefore the contract is retroactive to October 1, 1995.
- III. Financial Impact: The County will pay the State \$346,371. Funds are provided by the federal grants.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: None
- VII. Citizen Participation: None
- VIII. Other Government Participation: None

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 200986

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR B Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Expenditure Agreement</p> <p><input type="checkbox"/> Intergovernmental</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-2</u> DATE <u>11/9/95</u></p> <p style="text-align: center;">DEB BOGSTAD</p> <p style="text-align: center;">BOARD CLERK</p>
--	---	---

Department: Health Division: _____ Date: 10/19/95

Contract Originator: Tom Fronk Phone: x4274 Bldg/Room: 160/8

Administrative Contact: Karen Garber Phone: x6207 Bldg/Room: 160/7

Description of Contract:

Provide research services required by various federal grants. (RENEWAL)

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

ORS/AR # _____ Contractor is MBE WBE QRF

<p>Contractor Name: <u>Oregon Health Division</u></p> <p>Mailing Address: <u>800 NE Oregon Street, Ste 730</u> <u>Portland, OR 97204</u></p> <p>Phone: <u>731-4029</u></p> <p>Employer ID# or SS#: <u>93-6001752</u></p> <p>Effective Date: <u>October 1, 1995</u></p> <p>Termination Date: <u>September 30, 1996</u></p> <p>Original Contract Amount: \$ <u>346,371</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Kip Beardsly (fiscal)</p> <p>Mike Stark (investigator)</p> <p>Remittance Address (if different) _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>*See Attached</u> <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	--

REQUIRED SIGNATURES:

Department Manager: Belli Adiguaral Date: 10/31/95

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: Katie Gurt Date: 11/2/95

County Chair/Sheriff: Kelly Stein Date: October 9, 1995

Contract Administration: _____ Date: _____
(Class I, Class II contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	*See Attached										
02											
03											

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

DISTRIBUTION: Contract Administration, Finance, HD Contracts Unit, HD Payables/Receivables, HD Program Manager

**ACCOUNT CODES FOR CONTRACT #200986
OREGON HEALTH DIVISION**

Line No	Fund	Agency	Org	Object	Rep Cat	LGFS Description	Amount
1	156	015	0340	6060	0372	State HD Eval	\$148,667
2	156	015	0350	6060	0388	State HD Eval	\$118,390
3	156	015	0781	6060	0365	State HD Eval	\$42,481
4	156	015	0360	6060	0400	State HD Eval	\$36,833

Monthly Payments:

<u>Grant</u>	<u>Org</u>	<u>Oct 95 - Aug 96</u>	<u>September 96</u>
CDC HIV Prevention in Women & Infants	0340	\$12,388.92	\$12,388.92
NIDA Risk Behavior Intervention	0350	\$10,762.73	\$0.00
HRSA Linkage	0781	\$3,540.08	\$3,540.08
CSAT Homeless HIV Reduction	0360	\$3,069.42	\$3,069.42
		-----	-----
	Monthly Total:	\$29,761.15	\$18,998.42

RESEARCH SERVICES AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is between MULTNOMAH COUNTY, acting by and through its Health Department, (hereinafter referred to as "COUNTY"), and THE STATE OF OREGON, acting by and through its Health Division, (hereinafter referred to as "STATE").

WITNESSETH:

WHEREAS, COUNTY's Health Department is in receipt of various federal grants (as detailed in Exhibit A) for the period October 1, 1995, through September 30, 1996; and

WHEREAS, COUNTY's Health Department requires research services for these grants which STATE is capable of providing, under terms and conditions hereinafter described; and

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

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. TERM

This Agreement shall become effective when executed retroactive to October 1, 1995, and shall expire September 30, 1996, unless sooner terminated under the provisions hereof.

2. SERVICES

STATE's services under this Agreement shall consist of the following:

- A. Assume responsibility for all required research components related to the grants detailed in Exhibit A which is attached hereto and by this reference made a part of this Agreement.
- B. Transmit to grantors in a timely fashion and on grantors' required forms all data provided by COUNTY.
- C. Provide monthly reports to COUNTY outlining information required by COUNTY for ongoing quality assurance and process evaluation.
- D. Provide technical assistance in the area of research design and project evaluation/research to COUNTY operations staff.
- E. Assist in the compilation of all progress reports required by grantors.
- F. Represent COUNTY in all negotiations with grantors which involve the research components of the grants, including any out-of-state meetings.

- G. Transmit in a timely manner all data collected by COUNTY to grantors or their designees.
- H. Assist in the development of a non-competing continuation grant application.
- I. Develop questionnaires to assess the effects of local interventions.
- J. Serve as a consultant regarding the implementation and evaluation of enhanced interventions.
- K. Comply with all special terms and conditions of award as outlined by grantors.

3. COMPENSATION

- A. COUNTY agrees to pay STATE a maximum of \$346,371 for the performance of those services provided hereunder, which payment shall be based upon the following terms:
 - 1) \$29,761.15 per month for the period October 1, 1995, to and including August 31, 1996. (The NIDA grant ends August 31, 1996, and is thus divided over eleven months.)
 - 2) \$18,998.42 for the month of September 1, 1996, to and including September 30, 1996.
 - 3) COUNTY will reimburse STATE upon receipt of STATE's monthly billing invoice.
 - 4) STATE will submit to COUNTY quarterly revenue and expenditure reports.
- B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement through the fiscal year ending June 30, 1996. In the event that funds cease to be available to COUNTY in the amounts anticipated during the remainder of the fiscal year, or in the event that sufficient funds are not approved and authorized in the next fiscal year, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify STATE as soon as it receives notification from funding source. Reduction or termination will not affect payment for accountable expenses prior to the effective date of such action.
- C. All final billings affecting Agreement payments must be received within forty-five (45) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of STATE.

**INTERGOVERNMENTAL AGREEMENT
STANDARD CONDITIONS**

1. INDEPENDENT CONTRACTOR STATUS

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

2. INDEMNIFICATION

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

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

3. WORKERS' COMPENSATION INSURANCE

STATE shall maintain workers' compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

4. TAXPAYER IDENTIFICATION NUMBER

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

5. SUBCONTRACTS AND ASSIGNMENT

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

6. RECORD CONFIDENTIALITY

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

7. ACCESS TO RECORDS

STATE agrees to permit authorized representatives of COUNTY, and/or the applicable federal or state government audit agency to make such review of the records of the STATE as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. STATE shall permit authorized representatives of COUNTY Health Department

to site-visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of STATE. If an Agreement cost is disallowed after reimbursement has occurred, STATE will make prompt repayment of such cost.

8. ADHERENCE TO LAW

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

9. MODIFICATION

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

10. WAIVER OF DEFAULT

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

11. EARLY TERMINATION

- A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by STATE, or be cause for placing conditions on said funding and/or service, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

- B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.
- C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:
 - 1) Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by STATE to provide a service under this Agreement.
 - 2) Upon notice if STATE fails to begin services on the date specified in this Agreement, or if STATE fails to continue to provide service for the entire Agreement period.
 - 3) Upon notice to COUNTY of evidence that STATE has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- D. Payment to STATE will include all services provided through the day of termination and shall be in full satisfaction of all claims by STATE against COUNTY under this Agreement.
- E. Termination under any provision of this section shall not affect any right, obligation or liability of STATE or COUNTY which accrued prior to such termination.

12. LITIGATION

STATE shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against STATE or any subcontractor of which STATE may be aware which may result in litigation related in any way to this Agreement.

13. OREGON LAW AND FORUM

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

14. INTEGRATION

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. CERTIFICATION REGARDING LOBBYING

- A. No federal appropriated funds can be or will be paid, by or on behalf of STATE, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Agreement, STATE shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16. OMB CIRCULAR A-128

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

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

THE STATE OF OREGON

By *[Signature]*
Title State Epidemiologist
Date 10-23-95

93-6001752
Federal Tax ID Number

MULTNOMAH COUNTY, OREGON

By *[Signature]*
Beverly Stein, Multnomah County Chair
Date November 9, 1995

HEALTH DEPARTMENT

By *[Signature]*
Billi Odegaard, Director
Date 10/31/95

By *[Signature]*
Jeanne Gould, Program Manager
Date 10/30/95

REVIEWED:

Laurence B. Kressel, County Counsel for
Multnomah County, Oregon

By *[Signature]*
Katie Gaetjens
Date 11/2/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 11/9/95
DEB BOGSTAD
BOARD CLERK

EXHIBIT A

	<u>Grantor</u>	<u>Title</u>	<u>Grant #</u>	<u>Amount</u>
1)	Centers for Disease Control (CDC)	HIV Prevention in Women and Infants	U62-CCU06947-02	\$148,667
2)	National Institute for Drug Abuse (NIDA)	HIV Prevention in Drug Treatment Dropouts	U01-DA07302-03	\$118,390
3)	Health Resource and Services Administration (HRSA)	Community-Based Primary Care, Substance Abuse, HIV/AIDS and Mental Health Treatment Program	CSH000 185-01-0	\$42,481
4)	Center for Substance Abuse Treatment (CSAT)	HIV Homeless Outreach Project	IHIN TI 00367-0100	\$36,833 -----
			Total:	\$346,371

MEETING DATE: NOV 09 1995

AGENDA NO.: C-3

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental agreement with Oregon Health Sciences University for laboratory services (Contract #201326)

BOARD BRIEFING Date Requested: _____
Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____
Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health **DIVISION:** _____

CONTACT: Tom Fronk **TELEPHONE #:** x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

OHSU will continue to perform HIV-related blood tests ("T" lymphocyte typing) for the County. This agreement has been renewed annually since 1993.

11/14/95 ORIGINALS TO KAREN CARBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Billi Odegard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
5654

1995 OCT 31 PM 4:01
MULTNOMAH COUNTY
OREGON
CLERK OF COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

MEMORANDUM

DATE: October 25, 1995

TO: Board of County Commissioners

FROM: *Bill* Odegaard, Director, Health Department

SUBJECT: Intergovernmental agreement with Oregon Health Sciences University for laboratory services

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #201326 with Oregon Health Sciences University for the period November 1, 1995, to and including October 31, 1996.
- II. Background/Analysis: This agreement has been renewed annually since 1993. OHSU will continue to perform HIV-related testing ("T" lymphocyte typing) which is not currently provided by the County Laboratory. Due to an error in the contract log, contract staff did not realize the agreement was nearing expiration until this week. OHSU will continue to provide services while the new agreement is being executed. Therefore, the agreement will be retroactive to November 1, 1995.
- III. Financial Impact: The County will pay OHSU on a fee-for-service basis. Expenditures for 1994-95 were approximately \$60,000, and the same amount is expected for 1995-96.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to work cooperatively with other governmental entities to provide quality, economical health care services.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 201326

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (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 type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Expenditure Agreement</p> <p><input type="checkbox"/> Intergovernmental</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-3</u> DATE <u>11/9/95</u></p> <p style="text-align: center;">DEB BOGSTAD BOARD CLERK</p>
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Department: Health Division: _____ Date: 10/25/95

Contract Originator: Gary Sawyer Phone: x2429 Bldg/Room: 160/10

Administrative Contact: Karen Garber Phone: x6207 Bldg/Room: 160/7

Description of Contract:
Laboratory services - "T" lymphocyte typing. (RENEWAL)

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

ORS/AR # _____ Contractor is MBE WBE QRF

<p>Contractor: <u>Oregon Health Sciences University</u></p> <p>Mailing Address: <u>3181 SW Sam Jackson Park Road</u> <u>Portland, OR 97201</u></p> <p>Phone: _____</p> <p>Employer ID# or SS#: <u>93-1176109</u></p> <p>Effective Date: <u>November 1, 1995</u></p> <p>Termination Date: <u>October 31, 1996</u></p> <p>Original Contract Amount: \$ <u>Requirements</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Bill Brown, Contracts Manager, 494-4768</p> <p>Remittance Address (if different) _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>(Invoice)</u> <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>100,000</u></p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	---

REQUIRED SIGNATURES:

Department Manager: Billi Odgaard Date: 10/25/95

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: Kate Gault Date: 10/31/95

County Chair/Sheriff: Debbie Stein Date: 11/9/95

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

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	INC DEC
01	156	015	0380			6110		0368	HIV Tests		
02											
03											

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

LABORATORY SERVICES AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is between MULTNOMAH COUNTY, acting by and through its Health Department, (hereinafter referred to as "COUNTY"), and OREGON HEALTH SCIENCES UNIVERSITY, a public corporation, (hereinafter referred to as "OHSU").

WITNESSETH:

WHEREAS, COUNTY's Health Department requires services which OHSU is capable of providing, under terms and conditions hereinafter described; and

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

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. TERM

This Agreement shall become effective when fully executed retroactive to November 1, 1995, and shall expire October 31, 1996, unless sooner terminated under the provisions hereof.

2. SERVICES

OHSU's services under this Agreement shall consist of the following:

- A. Test blood specimens for HIV disease markers (CD4, CD4/CD8 ratio, HIV p24 antigen, and Beta-2 microglobulin) using CDC-recommended guidelines and appropriate quality control and quality assurance procedures.
- B. Provide rapid AFB isolation identification and susceptibility testing by Bac-tek method or other standard recognized procedures which ensure appropriate quality assurance and control.
- C. Provide antibiotic susceptibility testing for fungi using an appropriate (NCCLS if applicable) procedure which ensures appropriate quality assurance and control.
- D. Provide pick-up and delivery service a minimum of once a day Monday through Friday from COUNTY's lab at 426 SW Stark, 10th floor, Portland, Oregon 97204 (Gladys McCoy Building).
- E. Maintain a local access telephone number.
- F. Provide testing of "T" cells within 24 hours of draw and routinely within 6 hours of pick-up.

G. Submit completed laboratory test result forms in duplicate.

3. COMPENSATION

A. COUNTY agrees to pay OHSU a maximum of \$100,000 for the performance of those services provided hereunder, which payment shall be based upon the following terms:

1) COUNTY will reimburse OHSU according to the following price schedule:

<u>TEST</u>		<u>RATE</u>
081-6051	*CD4 only, no ratio	\$46.00
081-6050	*T-cell Quantity with CD4/CD8 ratio	\$53.00
081-2193	HIV p24 Antigen	\$46.15
081-0205	Beta-2 Microglobulin	\$23.10
074-0317	AFB Culture	\$28.90
074-3092	AFB Identification	\$13.90
074-0349	AFB Susceptibility	\$17.70
074-0346	Antibiotic Susceptibility for Mic/Fungi	\$38.25

* Requests for these tests must be accompanied by CBC results if absolute numbers are required.

2) OHSU will submit to COUNTY duplicate itemized monthly invoices on standard forms that include:

- a) Patient name
- b) Source (center location)
- c) Type of test performed
- d) Price of each test.

3) COUNTY's payment is due within 30 days of billing.

4) OHSU will assess a 1% late fee for balances aged in excess of 30 days.

5) Invoices shall be sent to:

Gary Sawyer, Manager
Multnomah County Laboratory
426 SW Stark Street, 10th Floor
Portland, OR 97204

6) COUNTY makes no guarantee as to the quantity of referrals to be made under this Agreement.

- B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement through the fiscal year ending June 30, 1996. In the event that funds cease to be available to COUNTY in the amounts anticipated during the remainder of the fiscal year, or in the event that sufficient funds are not approved and authorized in the next fiscal year, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify OHSU as soon as it receives notification from funding source. Reduction or termination will not affect payment for accountable expenses prior to the effective date of such action.

- C. All final billings affecting Agreement payments must be received within forty-five (45) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of OHSU.

**INTERGOVERNMENTAL AGREEMENT
STANDARD CONDITIONS**

1. INDEPENDENT CONTRACTOR STATUS

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

2. INDEMNIFICATION

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

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

3. WORKERS' COMPENSATION INSURANCE

OHSU shall maintain workers' compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

4. TAXPAYER IDENTIFICATION NUMBER

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

5. SUBCONTRACTS AND ASSIGNMENT

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

6. RECORD CONFIDENTIALITY

OHSU agrees to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

7. ACCESS TO RECORDS

OHSU agrees to permit authorized representatives of COUNTY, and/or the applicable federal or state government audit agency to make such review of the records of the OHSU as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. OHSU shall permit authorized representatives of COUNTY Health Department to site-visit all programs covered by this Agreement. Agreement costs disallowed as the result

of such audits, review or site visits will be the sole responsibility of OHSU. If an Agreement cost is disallowed after reimbursement has occurred, OHSU will make prompt repayment of such cost.

8. ADHERENCE TO LAW

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

9. MODIFICATION

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

10. WAIVER OF DEFAULT

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

11. EARLY TERMINATION

- A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by OHSU, or be cause for placing conditions on said funding and/or service, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

- B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.
- C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:
 - 1) Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by OHSU to provide a service under this Agreement.
 - 2) Upon notice if OHSU fails to begin services on the date specified in this Agreement, or if OHSU fails to continue to provide service for the entire Agreement period.
 - 3) Upon notice to COUNTY of evidence that OHSU has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- D. Payment to OHSU will include all services provided through the day of termination and shall be in full satisfaction of all claims by OHSU against COUNTY under this Agreement.
- E. Termination under any provision of this section shall not affect any right, obligation or liability of OHSU or COUNTY which accrued prior to such termination.

12. LITIGATION

- A. OHSU shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against OHSU or any subcontractor of which OHSU may be aware which may result in litigation related in any way to this Agreement.
- B. COUNTY shall give OHSU immediate notice in writing of any action or suit filed or any claim made against COUNTY or any subcontractor of which COUNTY may be aware which may result in litigation related in any way to this Agreement.

13. OREGON LAW AND FORUM

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

14. INTEGRATION

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. CERTIFICATION REGARDING LOBBYING

- A. No federal appropriated funds can be or will be paid, by or on behalf of OHSU, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Agreement, OHSU shall complete and submit

Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16. OMB CIRCULAR A-128

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

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

OREGON HEALTH SCIENCES
UNIVERSITY

By _____
Timothy M. Goldfarb
Director, Health Care Systems

Date _____

_____ 93-1176109
Federal Tax ID Number

MULTNOMAH COUNTY OREGON

By Beverly Stein
Beverly Stein, Multnomah County Chair
Date November 9, 1995

HEALTH DEPARTMENT

By Billi Odegaard
Billi Odegaard, Director
Date 10/25/95

By Gary Sawyer
Gary Sawyer, Program Manager
Date 10/26/95

REVIEWED:

Laurence B. Kressel, County Counsel for
Multnomah County, Oregon

By Katie Gaetjens
Katie Gaetjens
Date 10/31/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 11/9/95
DEB BOGSTAD
BOARD CLERK

MEETING DATE: NOV 09 1995

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amendment to IGA No. 302215 between Multnomah Co. and Fairview

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: November 2, 1995

Amount of Time Needed: .

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Chuck Henley TELEPHONE #: 248-3191
BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: Chuck Henley

ACTION REQUESTED:

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

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

Amendment to Intergovernmental Agreement with the city of Fairview to develop the city's Seventh Street Extension Project, to provide design engineering, optionally, right of way acquisition, contracting, and construction engineering services, the extent of such services yet to be determined. The county will be reimbursed for costs.

Note: A copy of the original Intergovt. Agreement is on file with the Clerk of the Board.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: 11/14/95 ORIGINALS to Carley Kramer

OR

DEPARTMENT MANAGER: [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

MULTNOMAH COUNTY
OREGON
1995 OCT 30 PM 3:07
COUNTY CLERK



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 302215

Amendment # 1

<p align="center">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p align="center">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-4</u> DATE <u>11/9/95</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	--

Department Environmental Services Division Transportation Date ~~/XXXXXX~~ 9/25/95

Contract Originator Chuck Henley Phone 248-3191 Bldg/Room #425/Yeon

Administrative Contact Cathey Kramer Phone x2589 Bldg/Room #425/Yeon

Description of Contract Amendment to Intergovt. Agrmt. between County and Fairview to develop Fairview's Seventh Street Exten. Proj. providing design engineering; optionally, right of way acquisition, contracting engineering svcs. Fairview to reimburse Mult. Co.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Fairview
 Mailing Address 635 Lincoln Street
Fairview, OR 97024
 Phone (503) 665-7929
 Employer ID# or SS# _____
 Effective Date Upon execution
 Termination Date Upon completion/termination
 Original Contract Amount \$ 102,500.00 (estimated)
 Total Amount of Previous Amendments \$ 0
 Amount of Amendment \$ 54,800.00
 Total Amount of Agreement \$ 157,300 (see cost est.)

Remittance Address _____
 (If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ County to be reimbursed actual cost Other _____
 Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Betsy Williams
 Purchasing Director (Class II Contracts Only) [Signature]
 County Counsel [Signature]
 County Chair / Sheriff [Signature]
 Contract Administration (Class I, Class II Contracts Only) _____

Encumber: Yes No

Date 10/20/95
 Date _____
 Date 10/30/95
 Date November 9, 1995
 Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	150	030	6101			2788					
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WRITE CONTRACT ADMINISTRATION CANARY INITIATION BINK FINANCE

CONTRACT AMENDMENT NO. 1
to INTERGOVERNMENTAL AGREEMENT NO. 302215
between MULTNOMAH COUNTY, OREGON, and
the CITY OF FAIRVIEW

This is an amendment to Contract No. 302215, dated June 5, 1995, between Multnomah County and the City of Fairview.

The original contract amount of \$102,500.00 is amended by an additional \$57,800.00. The new total is \$157,300.00. The increased amount results from the city of Fairview electing to enlarge the scope of the project and to retain additional engineering, right of way, and construction services. Attached are revised project cost estimates.

The county will loan the city an amount equal to the actual costs of services the county provides to fully develop the city's Seventh Street and to construct it as a part of the county's project to reconstruct NE Halsey Street. The term of the loan shall be three (3) years from the date of final acceptance of the county's project to reconstruct NE Halsey Street. The annual interest rate shall be equal to the rate earned by the Local Government Investment Pool.

The city agrees to make payments to the county, not less than once a year, and not later than by the end of each year for three (3) years, in an amount not less than one third of the total amount of the actual cost of services that the county expends to develop and construct the city's Seventh Street plus an interest amount equal to the rate earned by the Local Government Investment Pool times the unpaid balance.

All other terms and conditions of the contract, except as amended herein, shall remain in full force and effect.

CITY OF FAIRVIEW

By

Roger Wouda
Mayor

Dated:

10-4-95

By

Marilyn Holstrom
City Manager

Dated:

10-6-95

COUNTY OF MULTNOMAH

By

Willy Stein
County Chair

Dated:

November 9, 1995

Reviewed:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By

John L. DuBay
Assistant County Counsel
John L. DuBay

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 11/9/95
DEB BOGSTAD
BOARD CLERK



PROJECT COST ESTIMATE - BUDGETARY LEVEL ACCURACY

Seventh Street Extension (Fairview) - From Cedar Street (City) to NE Halsey Street (County)

PHASE	ITEM DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL	
CONST.	Mobilization and Traffic Control		LS			
	Roadwork		CY			
	Drainage and Sewers		LF			
	Bases		TON			
	Wearing Surfaces		TON			
	Permanent Traffic Control (Signals and/or Illumination)		EA			
	Right of Way Development and Control (Landscaping)		SF			
	Subtotal - See Attached Engineer's Estimate for Detail					\$ 85,000
	Engineering and Contingencies				15.00%	\$ 12,750
	Subtotal					\$ 97,750
	Structures/Other					
	Subtotal					\$ 0
	Engineering and Contingencies					\$ 0
	Subtotal					\$ 0
Subtotal					\$ 97,750	
P.E.	Environmental Document/Design Report				\$ 0	
	P.S. & E.			7.00%	\$ 6,843	
	Subtotal					\$ 6,843
Subtotal					\$ 104,593	
R/W	Road R/W (Shaw/Joost)	7981	SF	\$ 3.00	\$ 23,943	
	Slope Easement (Shaw/Joost)	2975	LS	\$1,000	\$ 1,000	
	Subtotal					\$ 24,943
Total Estimated Project Costs - Street Only					\$ 129,536	
R/W	Pocket Park Land	9252	SF	\$ 3.00	\$ 27,756	
Total Estimate - Street and Land Acquisition for Pocket Park					\$ 157,292	



ENGINEER'S ESTIMATE - EXPECTED CONSTRUCTION COST

1. Seventh Street Extension¹ (Fairview) - from Cedar St. (Fairview) to NE Halsey St. (County)

Item	Description	Unit	Net	Allow	Gross	Unit Cost	Total Cost
1	Temp. Prot. and Dir. of Traffic	LS	ALL	-	ALL	1.50%	\$1,202.93
2	Clearing and Grubbing	LS	ALL	-	ALL	1.50%	\$1,202.93
3	Removal of Struct. and Obstr.	LS	ALL	-	ALL	2.50%	\$2,004.88
4	Embankment in Place	CY	1465	135	1600	\$8.00	\$12,800.00
5	Aggregate Base	TON	1450	435	1885	\$10.00	\$18,850.00
6	Asph. Conc., Std. Duty Class 'B'	TON	685	15	700	\$25.00	\$17,500.00
7	Concrete Curb, Type 'C'	LF	1005	20	1025	\$7.00	\$7,175.00
8	Concrete Sidewalk	SY	325	15	340	\$18.00	\$6,120.00
9	Concrete Curb Ramps	EA	5	0	5	\$250.00	\$1,250.00
10	Trench Excavation	CY	92	8	100	\$12.00	\$1,200.00
13	Storm Sewer Pipe, 12 inch	LF	165	0	165	\$20.00	\$3,300.00
14	Storm Sewer Pipe, 8 inch	LF	160	0	160	\$20.00	\$3,200.00
15	Manhole, Type 'AP'	EA	2	0	2	\$1,500.00	\$3,000.00
16	Concrete Inlete, Type 'CG'	EA	6	0	6	\$700.00	\$4,200.00
17	Adjust Manhole	EA	4	0	4	\$400.00	\$1,600.00
TOTAL							\$84,605.73

1. Assumptions: Length=.19 Mile; Curb to Curb Width=36'; Sidewalk on West Side Only; Salvage Extg. Pvmnt., Curb and Walk; Avoid 36" Oak Tree

A RESOLUTION BY THE CITY OF FAIRVIEW STATING THE CITY'S INTENTION TO EXTEND SEVENTH STREET FROM LINCOLN TO HALSEY STREET AND TO CLOSE SIXTH STREET AT HALSEY.

The City Council does hereby ordain:

WHEREAS, the street configuration of the proposed Fairview Village development will provide for the main entrance to connect with Halsey Street at a location opposite Seventh Street in the core area; and

WHEREAS, it would be beneficial to Fairview residents to extend Seventh Street through to Halsey in order to facilitate the crossing of residents from one area to another through an intersection specifically designed for this purpose; and

WHEREAS, notices were sent to all affected residents requesting participation in an informational discussion held on April 5, 1995 regarding said project; and

WHEREAS, conceptual designs were prepared by Multnomah County which reiterate the fact that the proposed signalized intersection is strategically placed in its distances from 207th and 223rd intersections; and

WHEREAS, a second public meeting was held on May 17, 1995 wherein testimony was received regarding the extension of Seventh Street and the closure of Sixth Street.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF FAIRVIEW THAT:

- 1) the City Council supports the extension of Seventh Street from Lincoln to Halsey Street and the closure of Sixth Street at Halsey.
- 2) the City Council authorizes staff to pursue negotiations with the affected property owner, develop appropriate designs and engineering, and seek necessary funding.

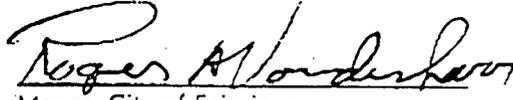
Motion moved by Mike Weatherby and seconded by

Dave McCutcheon and adopted by the City

Council of the City of Fairview, this 17th day

of May, 1995, by the following vote:

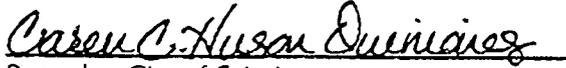
YEAS: 6 NAYS: 0



Mayor, City of Fairview
Roger Vonderharr

5-17-95
Date of Signing

ATTEST:


Recorder, City of Fairview
Caren C. Huson Quiniones

ATTEST:

Recorder, City of Fairview
Caren C. Huson Quiniones

MEETING DATE: NOV 09 1995

AGENDA NO: C-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA with the Oregon Department of Corrections

REGULAR MEETING: Date Requested: ~~November 16, 1995~~

Amount of Time Needed: 5 minutes

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Community Corrections DIVISION: _____

CONTACT: Sherine Murphy TELEPHONE #: 248-3701, x6624
BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Tichenor McBride

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

This Agreement sets forth the terms, conditions and responsibilities for Department's access to and use of services provided by YWCA through an agreement between County and YWCA.

11/14/95 ORIGINALS to Sherine Murphy

1995 NOV - 1 AM 11:20
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: M. Tamaro Hadd

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



**MULTNOMAH COUNTY DEPARTMENT OF
COMMUNITY CORRECTIONS**

MEMORANDUM

TO: Board of County Commissioners

FROM: M. Tamara Holden, Director

DATE: October 5, 1995

SUBJECT: IGA with State Department of Corrections/Budget Modification-DCC2

I. Recommendation/Action Requested

Approval of an IGA with Oregon State Department of Corrections to use services provided by the YWCA through an Agreement between the County and the YWCA. Approval of Budget Modification to increase the DCC budget from State revenues received.

II. Background/Analysis

For the past two years the Department of Community Corrections (DCC) has provided work release beds for female offenders at the YWCA. These women are under the supervision of the State Department of Corrections until completion of their work release. DOC provided funds for these services and DCC wrote, negotiated, and monitored the contract.

With the fiscal year beginning July 1, 1995, the responsibility for these services was transferred back to the DOC. The funds for these services are not included in the DCC's budget for 1995-96. DOC was not prepared by July 1, 1995, to have its own contract in place. Thus, they have requested that DCC write, negotiate, and monitor a contract for July and August services with the understanding that the DOC will reimburse DCC for the services. Since the initial request, the DOC has subsequently requested that DCC continue to monitor the services through November 1995. The attached IGA between the DOC and DCC provides for reimbursement of services rendered under DCC's contract with the YWCA through November 1995.

III. Financial Impact

The Budget Modification will increase the overall DCC Budget by \$48,532 in support of the County/YWCA Agreement to provide work release beds. The County will receive reimbursement from the State DOC for actual payments made to the YWCA not to exceed \$48,195 plus indirect costs of \$337.

IV. Legal Issues

After approval of the IGA and the budget modification, DCC will be able to receive reimbursement for these services.

V. Controversial Issues

None—DOC, DCC, and the YWCA are all in agreement that this is a satisfactory arrangement.

VI. Link to County Policies

The provision of these services was consistent with the priority placed on transitional services. Beginning December 1, 1995, these services will be continued by the State DOC.

VII. Citizen Participation

The Community Corrections Advisory Board and the Citizens Budget Advisory Committee endorsed these services.

VIII. Other Government Participation

The State Department of Corrections will make referrals to the YWCA of female offenders transitioning from prison to the community through the County/YWCA Agreement. The County will receive reimbursement from the DOC for all costs associated with the YWCA Contract.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 900206
Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (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>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-5</u> DATE <u>11/9/95</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
---	--	--

Department DCC Division 3653 Date 10-27-95
 Contract Originator Tichenor McBride/ Dianne Smith Phone 2619 Bldg/Room 161/600
 Administrative Contact Sherine Murphy Phone 6624 Bldg/Room 161/600

Description of Contract This Agreement sets forth the terms, conditions and responsibilities for Department's access to and use of services provided by YWCA through an agreement between County and YWCA. The County/YWCA Agreement provides work release beds at the YWCA for female offenders in transition from prison to the community.
 RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Department of Corrections
 Mailing Address 2575 Center St NE
Salem OR
 Phone _____
 Employer ID# or SS# _____
 Effective Date July 1, 1995
 Termination Date November 30, 1996
 Original Contract Amount \$ 48,195.00
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ 48,195.00
 Total Amount of Agreement \$ _____

Remittance Address _____
 (If Different) _____
 Payment Schedule _____ Terms _____
 Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ 35 per bed day Other _____
 plus \$337 for indirect cost reimbursement
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:
 Department Manager [Signature]
 Purchasing Director (Class II Contracts Only) [Signature]
 County Counsel [Signature]
 County Chair / Sheriff [Signature]
 Contract Administration (Class I, Class II Contracts Only) _____

Encumber: Yes No
 Date 10-27-95
 Date _____
 Date 10/31/95
 Date November 9, 1995
 Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	150	021	2340			2344					
02.											
03.											

* If additional space is needed, attach separate page. Write contract # on top of page.
 INSTRUCTIONS ON REVERSE SIDE

INTERGOVERNMENTAL AGREEMENT
Between
Department of Corrections
and
Multnomah County
through their
Multnomah County Department of Community Corrections

This Agreement is entered into between the State of Oregon, acting by and through their Oregon Department of Corrections, hereafter called "Department", and Multnomah County, through their Multnomah County Department of Corrections hereafter called "County".

1 PURPOSE

This Agreement sets forth the terms, conditions and responsibilities for Department's access to and use of services provided by YWCA through an agreement between County and YWCA. The County/Ywca Agreement provides work release beds at the YWCA for female offenders in transition from prison to the community.

2 RESPONSIBILITIES OF THE PARTIES

2.1 County shall:

2.1.1 Provide Department access to services provided to County through an agreement between County and YWCA.

2.1.2 Pay YWCA for services received and approved by Department.

2.1.3 Bill Department at actual cost, plus .07% indirect costs, for its use of YWCA services.

2.2 Department Shall:

2.2.1 Act diligently to establish its own agreement with YWCA, or other provider of community bedspace for female offenders.

2.2.2 Use services for a maximum of 9 female clients at any given time. Recognize and abide by the limits, terms and conditions provided within County/YWCA Services Agreement (copy attached).

2.2.3 Maintain accurate records reflecting Department's use of YWCA/County Agreement.

2.2.4 Pay all approved County requests for payment in a prompt manner.

3 BILLING AND PAYMENT:

Department shall pay approved County billings for reimbursement to County its actual payments to YWCA for services delivered to and approved by Department. County shall include a charge equal to .07% of the principle amount to cover County's indirect costs. Billings may be monthly, or quarterly, at the sole discretion of County. County shall mail, or otherwise deliver, an itemized invoice of charges to: Department of Corrections, 2575 Center Street, NE, Salem, OR 97310.

The maximum consideration provided within this Agreement shall be equal to the number of Department clients approved for use of these services times \$35 per bed day. This Agreement includes an allowance of \$48,195 for bedspace cost plus \$337 for indirect cost reimbursement.

4 **AMENDMENTS AND CHANGES:** This Agreement and any changes, alterations, modifications or amendments shall be in writing and approved by signature of the parties.

5 **TERM OF AGREEMENT:** This agreement shall become effective upon the signature approval of the final party to this agreement and shall be for the period July 1, 1995 through November 30, 1995, unless extended pursuant to the amendment provision of this agreement, or terminated by either party in accordance with the terms of this agreement.

6 **TERMINATION:**

This Agreement, which is entered into in good faith by both parties, may be terminated by written notice of either party. Termination shall become effective thirty (30) days after receipt of written notice of termination.

7 **ADMINISTRATION:**

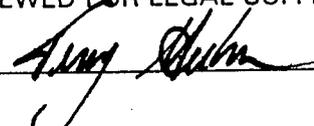
Unless otherwise specified in this agreement, Department designates Michael McGee, Superintendent Columbia River Correctional Institution (CRCI), as its authorized representative in the administration of this agreement. The above-named individual shall be the initial point of contact for matters related to performance, payment authorization, and to carry out the responsibilities of Department. County designates, Tamara Holden, Director Multnomah County Community Corrections as its authorized representative to act on its behalf.

8 **INTEGRATION:** This Intergovernmental Agreement contains the entire Agreement between the parties and no statements made by any party hereto, or agent thereof, not contained in this written agreement shall be valid or binding. This agreement may be modified or amended at any time in accordance with the Amendment and Changes provision contained within this agreement.

STATE OREGON by and through its
Department of Corrections

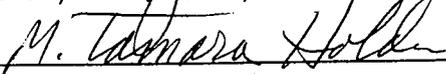
By  Date 10/5/95
David S Cook, Director

REVIEWED FOR LEGAL SUFFICIENCY:

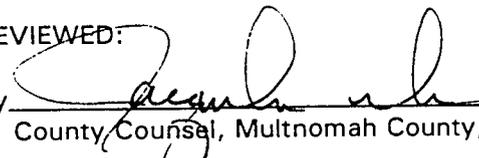
By  Date 10/24/95

MULTNOMAH COUNTY, OREGON

By  Date November 9, 1995
Beverly Stein, County Chair

By  Date 10-27-95
M. Tamara Holden, Director
Department of Community Corrections

REVIEWED:

By  Date 10/31/95
County Counsel, Multnomah County, Oregon

APPROVED BY MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 11/9/95
DEB BOGSTAD
BOARD CLERK

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Community Corrections

DIVISION _____

CONTACT Tichenor McBride

TELEPHONE 248-3701

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

Tichenor McBride

SUGGESTED

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

A Budget Modification to increase revenue from the State of Oregon Department of Corrections (DOC).

(ESTIMATED TIME NEEDED ON THE AGENDA)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do 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

This Budget Modification will increase the DCC FY 95-96 Budget by \$48,532 in contract services.

An Intergovernmental Agreement between the County and the DOC will allow the DOC to use services provided by the the YWCA through a Contract between the County and the YWCA. The DOC will make referrals to the YWCA for work release beds for female offenders transitioning from prison to the community. The DOC will reimburse the County for actual payments made to the YWCA not to exceed \$48,195 plus indirect costs of \$337.

The contract payment is based on \$35/enrollment/bed-day (up to 9 clients at any given time) for the period July 1, 1995 - November 30, 1995. $\$35 \times 9 \times 153 \text{ dys} = \$48,195$

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase revenue from the State Department of Corrections \$48,532

MULTNOMAH COUNTY
OREGON
1995 NOV - 1 AM 8:54
BOARD OF COUNTY COMMISSIONERS

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

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

Date

After this modification \$ _____

Originated By	Date	Department Director	Date
		<i>M. Lamara Hill</i>	10-27-95
Plan/Budget Analyst	Date	Employee Services	Date
<i>David C. Warren</i>	10/12/95		
Board Approval	Date		
<i>Deborah L Bogstad</i>	11/9/95		

BUDGET MODIFICATION NO. DCC 2

EXPENDITURE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY 95-96

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	021	2310			6060	3,042,716	3,090,911	48,195		Pass-Thru
											48,195	
		156	021	2310			7100	15,190	15,527	337		Indirect
											337	
		100	045	9120			7700			337		GF Contingency
											337	
TOTAL EXPENDITURE CHANGE										48,869	48,869	

REVENUE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD 0

BUDGET FY 95-96

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	021	2310				0	48,532	48,532		State DOC Revenue
											48,532	
		100	045	7410			6602			337		Svc Reimb from Fed State Fund
											337	
TOTAL REVENUE CHANGE										48,869	48,869	



MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY CORRECTIONS

MEMORANDUM

TO: Board of County Commissioners

FROM: M. Tamara Holden, Director

DATE: October 5, 1995

SUBJECT: IGA with State Department of Corrections/Budget Modification-DCC2

I. Recommendation/Action Requested

Approval of an IGA with Oregon State Department of Corrections to use services provided by the YWCA through an Agreement between the County and the YWCA. Approval of Budget Modification to increase the DCC budget from State revenues received.

II. Background/Analysis

For the past two years the Department of Community Corrections (DCC) has provided work release beds for female offenders at the YWCA. These women are under the supervision of the State Department of Corrections until completion of their work release. DOC provided funds for these services and DCC wrote, negotiated, and monitored the contract.

With the fiscal year beginning July 1, 1995, the responsibility for these services was transferred back to the DOC. The funds for these services are not included in the DCC's budget for 1995-96. DOC was not prepared by July 1, 1995, to have its own contract in place. Thus, they have requested that DCC write, negotiate, and monitor a contract for July and August services with the understanding that the DOC will reimburse DCC for the services. Since the initial request, the DOC has subsequently requested that DCC continue to monitor the services through November 1995. The attached IGA between the DOC and DCC provides for reimbursement of services rendered under DCC's contract with the YWCA through November 1995.

III. Financial Impact

The Budget Modification will increase the overall DCC Budget by \$48,532 in support of the County/YWCA Agreement to provide work release beds. The County will receive reimbursement from the State DOC for actual payments made to the YWCA not to exceed \$48,195 plus indirect costs of \$337.

IV. Legal Issues

After approval of the IGA and the budget modification, DCC will be able to receive reimbursement for these services.

V. Controversial Issues

None—DOC, DCC, and the YWCA are all in agreement that this is a satisfactory arrangement.

VI. Link to County Policies

The provision of these services was consistent with the priority placed on transitional services. Beginning December 1, 1995, these services will be continued by the State DOC.

VII. Citizen Participation

The Community Corrections Advisory Board and the Citizens Budget Advisory Committee endorsed these services.

VIII. Other Government Participation

The State Department of Corrections will make referrals to the YWCA of female offenders transitioning from prison to the community through the County/YWCA Agreement. The County will receive reimbursement from the DOC for all costs associated with the YWCA Contract.

MEETING DATE: NOV 09 1995

AGENDA NO: C-7

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Amendment to an existing agreement with Portland Public Schools to fund alternative school services and educational assistance through the Partners Project.

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: _____

DIVISION: Community & Family Svcs

CONTACT: Lorenzo Poe/

TELEPHONE: 248-3691

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Program Representatives

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Department of Community and Family Services is amending an agreement with PPS to 1) provide \$50,000 for long term case management services to youth enrolled in a Southeast Portland alternative school, and 2) funding for educational assistance for children identified as appropriate for services through the Partners Project; and 3) funding for 14 slots in the Infant Toddler Development Center.

11/9/95 ORIGINALS TO CHRIS WHITE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Lorenzo Poe

BOARD OF
MULTNOMAH COUNTY
1995 OCT 30 AM 8:27
COUNTY COMMISSIONERS
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners
FROM: Lorenzo Poe, Director *Lorenzo Poe mcb*
Community and Family Services Division
DATE: October 6, 1995
SUBJECT: Contract Amendment with Portland Public School District

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of an amendment to the Intergovernmental Agreement with the Portland Public School District, for the period September 1, 1995 through June 30, 1996.

II. Background/Analysis: The Department of Community and Family Services, Youth Program Office is amending this agreement with Portland Public School District to add funding to support increased services at the Mt. Scott Alternative School. This funding came as a joint venture between Multnomah County, Portland Public School District, and the Portland business community. YPO is also amending the contract to add 14 slots in the Infant Toddler Development Program (child care slots to support teen parents).

The Children's Mental Health, Partners Project is amending the agreement to add funding for educational assistance to eligible children.

This contract is retroactive to September 1, 1995 due to extended negotiations and an oversight which omitted the Partners funding from the original agreement.

III. Financial Impact: The amendment is for \$88,131 in County General and Great Start Funds for alternative school services and the child care slots; and Partners Project requirements funding for the educational assistance.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: The contract supports the County's efforts to collaborate with other government entities and the business community to purchase new or enhanced services.

VII. Citizen Participation: The Infant Toddler Development Program is an ongoing PPS program. However, an RFP is under development to expand services to all of Multnomah County and citizen participation will be included in the decision about who to award these funds to beyond February 1, 1996.

VIII. Other Government Participation: The funds to support the alternative school services were allocated to Portland Public School District as part of an overall agreement between the County, PPS and the business community. The School District released the Request for Proposals which resulted in the awarding of funds to Mt. Scott Alternative School.

COMMUNITY AND FAMILY SERVICES DIVISION
 CONTRACT APPROVAL FORM SUPPLEMENT
 Contractor : PORTLAND PUBLIC SCHOOLS

Vendor Code : GV5555A

Fiscal Year : 95/96

Amendment Number : 1

Contract Number : 102356

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
03	156	010	1380	Y01X	6060	9999L	County General Fund YPO Alternative Schools	\$0.00	\$40,000.00	\$40,000.00	
04	156	010	1380	Y01S	6060	9999L	County General Fund Alternative School Start Up	\$0.00	\$10,000.00	\$10,000.00	
05	156	010	1380	Y03X	6060	9303S	YPO-Great Start YPO Child Care	\$0.00	\$4,576.00	\$4,576.00	
06	156	010	1380	Y03X	6060	9999L	County General Fund YPO Child Care	\$0.00	\$33,555.00	\$33,555.00	
52	156	010	1310	C11X	6060	9313X	CMH Partners CMH Partners Childrens Mental		Requirement	Requirement	\$40,000.00
TOTAL								0.00		\$88,131.00	

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
CONTRACT #, AMENDMENT #1

DURATION OF AMENDMENT: September 1, 1995 TO: June 30, 1996
CONTRACTOR NAME: Portland Public School District TELEPHONE: 503- 249-2000
CONTRACTOR ADDRESS: 501 N Dixon IRS NUMBER: 93-6000830
Portland, OR 97227-1871

This amendment is to that certain contract dated July 1, 1995, between the Multnomah County Department of Community and Family Services, referred to as the "COUNTY" and Portland Public School District, referred to as the "CONTRACTOR". It is understood by the parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

PART I: CHANGES

This amendment adds:

- A. \$50,000 for case management and support services to youth enrolled in a Southeast Portland alternative school, and associated start-up costs.
- B. Partners Project funding as required for Education Assistance to identified/eligible children as per attached Special Conditions.
- C. Funding for 14 slots for the children of teen parents in the Infant/Toddler Development Center.

PART II: AMENDMENT NARRATIVE

- A. The contract is being amended to provide funding for in-depth, long-term case management services for youth, and their families, enrolled in the Mt. Scott Alternative School.

The \$50,000 in funding represented in this agreement is an annual amount. On an annual basis, \$40,000 is available for the costs of the case management staff assigned to the project and \$10,000 is available for a client services fund. "Client Services" shall be defined jointly in writing between the County and District prior to the expenditure of any client services funds.

Under the terms of this agreement, up to \$10,000, of the \$40,000 allocated for case management staff costs, can be utilized for one time only expenses associated with the start-up of this project, and allowable under OBMB Circular A122. Start-up funds may support start-up costs associated with District subcontractors providing the actual services. Up to 90% of start-up funding is available upon execution of this agreement and County approval of an invoice detailing proposed expenses to be incurred. The remaining 10% of the funding is able to be accessed, if needed, upon submission of an invoice detailing all start-up expenses incurred.

The long-term case management services shall be for 20 youth and their families. Services shall be intended to meet the needs of the youth and family as related to sustaining successful school involvement and keeping the family intact whenever possible. The goal of these services shall be: 1) Young people and their families will remain outside the child welfare and juvenile justice systems, or exit them; 2) Young people will remain in their home/family living environment, where appropriate, or be in another supportive living environment; and 3) Young people will be enrolled and/or graduate from high school, receive a GED, or be employed.

- B. Educational assistance services for children identified as appropriate through the Partners Project.
- C. Child care slots are added in the Infant/Toddler Development Center for September 1, 1995 through January 31, 1996.

III. RETROACTIVE STATUS

This amendment is retroactive due to extended negotiations, ongoing planning, and an oversight which omitted Partners Project funding from the original agreement.

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

MULTNOMAH COUNTY

CONTRACTOR

BY *Lorenzo Paez* 10/13/95
Director, Dept of Community & Family Services Date

BY _____
Agency Authorized Signer Date

BY *Beverly Stein* 11/9/95
Beverly Stein Date
Multnomah County Chair

BY _____
Agency Authorized Signer Date

REVIEWED:

LAURENCE KRESSEL, County Counsel for
Multnomah County, Oregon

By *Katie Gaetjens* 10/26/95
Katie Gaetjens Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 11/9/95
DEB BOGSTAD
BOARD CLERK

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

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

Contractor Name : PORTLAND PUBLIC SCHOOLS	Vendor Code: GV5555A
Contractor Address :	
501 N DIXON PORTLAND OR 97227-1871	
Telephone : 249-2000	Fiscal Year : 95/96
Federal ID # : 93-6000830	

Program Office Name : Children & Youth Managed Mental Health Care

Service Element Name : CMH Partners Childrens Mental Health (C11X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
1	9/1/95	6/30/95	Per Invoice	Cost Reimbursement	Req'ts			Req'ts
Total					Req'ts			Req'ts

Program Office Name : Children & Youth Early Childhood

Service Element Name : YPO Health/Development Screening (Y03H)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Fee for Service	8.00	Sessions	3,993.75	\$31,950.00
Total					8.00			\$31,950.00

Program Office Name : Children & Youth Prevention

Service Element Name : YPO Summer Camps (Y95X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Fee for Service	6.00	Sessions	1,518.83	\$9,113.00
Total					6.00			\$9,113.00

Program Office Name : Children & Youth Intervention

Service Element Name : Alternative School Start Up (Y01S)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
1	10/1/95	6/30/95	Per Invoice	Cost Reimbursement				\$10,000.00
Total								\$10,000.00

Service Element Name : YPO Alternative Schools (Y01X); Southeast Portland Alterantive School Services

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
1	10/1/95	6/30/96	Per Invoice	Cost Reimbursement				\$40,000.00
Total								\$40,000.00

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

Contractor Name : PORTLAND PUBLIC SCHOOLS		Vendor Code: GV5555A
Contractor Address :		
501 N DIXON PORTLAND OR 97227-1871		
Telephone : 249-2000	Fiscal Year : 95/96	Federal ID # : 93-6000830

Program Office Name : Children & Youth Intervention

Service Element Name : YPO Child Care (Y03X); Infant Toddler Development Program

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
1	9/1/95	1/31/96	Per Invoice	Cost Reimbursement	14.00	Slots	544.72	\$4,576.00
1	9/1/95	1/31/96	Per Invoice	Cost Reimbursement				\$33,555.00
Total					14.00			\$38,131.00

SPECIAL CONDITIONS
EDUCATIONAL ASSISTANCE SERVICES-PARTNERS PROJECT

1. Recruitment, hiring, and supervision of Educational Assistants for Partners Project clients who are students of Portland Public Schools will be provided by the administration of Portland Public Schools.
2. It is the responsibility of the Managed Care Coordinator, in coordination with an assistance supervisor in Special Education or their designee, to assess the need for an Educational Assistant, the circumstances under which the Educational Assistant will perform assigned duties and the number of hours the Educational Assistant is needed.
3. The Managed Care Coordinator from the Partners Project will request an Educational Assistant from the Portland Public Schools Department of Special Education under the following circumstances:
 - a. Classroom supervision, in order to maintain the child in the classroom setting when the current supervision has proven inadequate.
 - b. Stabilization of the child so as to ensure school placement by providing a transition support person for the child.
 - c. Other situations as indicated in the Plan of Care.
4. Screening for the best fit of Educational Assistant and student is done by the Managed Care Coordinator and the Supervisor of the Educational Assistant. The employment of the Educational Assistant for a particular student will not exceed seven (7) hours a day, five (5) days a week during the academic school year, unless authorized by the Managed Care Coordinator.
5. All services performed by an Educational Assistant will be authorized by the Managed Care Coordinator and be consistent with the goals of the Plan of Care.
6. The Educational Assistant will provide the Managed Care Coordinator with a monthly progress report, written or oral, on progress towards the goals stated in the Plan of Care for services provided by the Educational Assistant.
7. Compensation. COUNTY agrees to pay CONTRACTOR its gross payroll cost for the Educational Assistants providing service, which payment shall be conditional upon the following applicable terms:
 - a. Gross payroll cost is defined as hourly pay plus the following benefits: PERS, FICA, health and welfare, life insurance, unemployment insurance and workman's compensation.
 - b. Only services identified in the Partners Project Plan of Care by type and frequency, and pre-authorized by the Managed Care Coordinator are billable. This agreement between the CONTRACTOR and the Multnomah County Community and Family Services Partners Project must be executed and received prior to any payment for services.

- c. COUNTY shall pay CONTRACTOR promptly in response to CONTRACTOR'S itemized monthly billing(s). The billing invoice must include the type of service (Educational Assistance), name of the service recipient, name of the educational assistant providing the service and that individual's salary amount and fringe benefits amount for the hours of service provided; the dates of service, duration of service and total payable. Please submit all invoices to:

Partners Project Billing Section
421 SW 6th, Suite 500
Portland, OR 97204

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

MEETING DATE: NOV 09 1995

AGENDA NO: C-8

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental agreement with City of Wood Village to acquire parkland.

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Community & Family Svcs

DIVISION: _____

CONTACT: Lorenzo Poe/Rey España

TELEPHONE: 248-3691

BLDG/ROOM: B166/7nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Rey España

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Intergovernmental agreement with City of Wood Village to acquire parkland as an addition to an existing city park. Also adds several contract requirements of the federal Community Development Block Grant program.

11/14/95 ORIGINALS TO LYNN ERVINS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

woodv961.bcc

95 OCT 31 PM 4:00
CLERK OF COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners
FROM: Lorenzo Poe, Director *Lorenzo Poe mds*
Department of Community and Family Services
DATE: October 23, 1995
SUBJECT: Intergovernmental Contract Amendment with City of Wood Village

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the attached intergovernmental agreement amendment with the City of Wood Village for the period upon execution through June 30, 1996.

II. Background/Analysis: The Department of Community and Family Services, Community Development Program, will provide funds for the City of Wood Village to purchase parkland, which will be maintained for this use of providing park, recreation and open space for public use.

III. Financial Impact: The agreement for \$74,600 uses federal Community Development Block Grant funds, and is included in the Department of Community and Family Services budget. The total amended contract is for \$148,900.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: This public works project is consistent with the Multnomah County Benchmark on increasing government per capita spending in this area. The project is also consistent with funding policies developed through the Policy Advisory Board of the Community Development Program for FY 1994-95.

VII. Citizen Participation: The project selection process involves public hearings.

VIII. Other Government Participation: Funds come from the federal government and will be contracted with the City of Wood Village.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 101246

Amendment # 1

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (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 type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-8</u> DATE <u>11/9/95</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: Community & Family Services Division: _____ Date: October 17, 1995

Administrative Contact: Lynn Ervins Phone: 248-3691 ext 6644 Bldg/Room 161/2nd

Description of Contract:

Amends to add acquisition of parkland.

RFP/BID #: CDBG Application Date of RFP/BID: 4/95 Exemption Expiration Date: _____

ORS/AR # _____ Contractor is MBE WBE QRF

<p>Contractor Name: City of Wood Village</p> <p>Mailing Address: 2055 NE 238th Drive WoodVillage, OR 97060</p> <p>Phone: (503) 667-6211</p> <p>Employer ID# or SS#: 93-6009021</p> <p>Effective Date: Upon Execution</p> <p>Termination Date: June 30, 1996</p> <p>Original Contract Amount: \$74,300</p> <p>Total Amt of Previous Amendments: \$</p> <p>Amount of Amendment: \$74,600</p> <p>Total Amount of Agreement: \$148,900</p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ _____ Per Invoice <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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REQUIRED SIGNATURES:

Department Manager: _____ *Lorenzo Pae mus* _____

Date: 10/26/95

Purchasing Director: _____

Date: _____

(Class II Contracts Only) County Counsel: _____ *Katie Hays* _____

Date: 10/31/95

County Chair/Sheriff: _____ *Merely Stein* _____

Date: 11/9/95

Contract Administration: _____

Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE GV5212				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
								See	Attached		

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

COMMUNITY AND FAMILY SERVICES DIVISION
 CONTRACT APPROVAL FORM SUPPLEMENT
 Contractor : CITY OF WOOD VILLAGE

Vendor Code : GV5212

Fiscal Year : 95/96

Amendment Number : 0

Contract Number : 101246

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
01	156	010	1470	H44X	6060	9408F	CD CDBG #17 CD Public Works	\$74,300.00		\$74,300.00	
TOTAL								74,300.00		\$74,300.00	

COMMUNITY AND FAMILY SERVICES DIVISION
 CONTRACT APPROVAL FORM SUPPLEMENT
 Contractor : CITY OF WOOD VILLAGE

Vendor Code : GV5212

Fiscal Year : 95/96

Amendment Number : 1

Contract Number : 101246

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
02	156	010	1470	H43L	6060	9406F	CD CDBG #15 CD Purchase of Land	\$0.00	\$16,650.00	\$16,650.00	
03	156	010	1470	H43L	6060	9407F	CD CDBG #16 CD Purchase of Land	\$0.00	\$57,950.00	\$57,950.00	
TOTAL								0.00		\$74,600.00	

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
CONTRACT #101246, AMENDMENT #1

DURATION OF AMENDMENT: Upon Execution TO: June 30, 1996
CONTRACTOR NAME: City of Wood Village TELEPHONE: 503-667-6211
CONTRACTOR ADDRESS: 2055 NE 238th Drive IRS NUMBER: 93-6009021
Wood Village, OR 97060

This amendment is to that certain contract dated upon execution between the Multnomah County Department of Community and Family Services, referred to as the "COUNTY" and City of Wood Village, referred to as the "CONTRACTOR". It is understood by the parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

PART I: CHANGES

This amendment makes the following adjustments:

- A. Funds for acquisition of parkland are added. The COUNTY will pay the CONTRACTOR up to \$74,600 for land acquisition. Required CONTRACTOR match for the project is \$20,000. Payment will be through an Invoice for Services and a monthly summary of progress and accomplishments, the forms to be signed by the CONTRACTOR'S authorized representative in a manner prescribed by the COUNTY.
- B. These are requirements for block grant funded contracts, and they were inadvertently excluded from the original contract.

CONTRACTOR shall purchase 6.87 acres for addition to existing city park for a portion known as Parcel 1 of Partition Plat 1993-97.

CONTRACTOR will use said real property purchased with block grant funds "in accordance with deed restrictions".

The CONTRACTOR agrees to complete and submit to the COUNTY Project Progress Statements by January 31, 1996 and May 31, 1996.

The parkland being purchased will be used to meet one of the national objectives in 24 CFR 570.901.

The CONTRACTOR will submit an audit to the COUNTY each fiscal year, performed in accordance with the Single Audit Act in conformance with guidelines established in OMB Circular A-128.

- C. The CONTRACTOR will appoint a liaison person who will be responsible for overall administration of block grant funded project(s) and coordination with the COUNTY'S Department of Community and Family Services, Community Development Program. The CONTRACTOR will also designate one or more representatives who will be authorized to sign the Invoice for Services Provided and any other forms which may be required.
- D. Part B. CONDITIONS OF INTERGOVERNMENTAL AGREEMENT LINE 5: PROPERTY OF COUNTY is not applicable.

PART II: AMENDMENT NARRATIVE

The contract is being amended to: add funding for the purchase of parkland, a county approved public works project and revising General contract conditions to omit LINE 5.

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

MULTNOMAH COUNTY

CITY OF WOOD VILLAGE

BY Lolmzo Rae me 10/26/95
Director, Dept of Community & Family Services Date

BY _____
City Authorized Signer Date

BY Beverly Stein 11/9/95
Multnomah County Chair Date

BY _____
City Authorized Signer Date

REVIEWED:
LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

APPROVED AS TO FORM:
CONTRACTOR ATTORNEY (If Applicable)

BY Kali Duff 10/31/95
Assistant County Counsel Date

BY _____
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 11/9/95
DEB BOGSTAD
BOARD CLERK

CONTRACT FOR SERVICES
 MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

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

Contractor Name : CITY OF WOOD VILLAGE	Vendor Code: GV5212
Contractor Address :	
2055 NE 238 DRIVE WOOD VILLAGE OR 97060	
Telephone : 667-6211	Fiscal Year : 95/96
Federal ID # : 93-6009021	

Program Office Name : Community Development Public Works

Service Element Name : CD Purchase of Land (H43L); Purchase of 6.87 acres of land for park

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
1	11/15/95	6/30/96	Per Invoice	Cost Reimbursement				\$16,650.00
1	11/15/95	6/30/96	Per Invoice	Cost Reimbursement				\$57,950.00
Total								\$74,600.00

Service Element Name : CD Public Works (H44X); Installation of Water Main on 244th Avenue

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Cost Reimbursement				\$74,300.00
Total								\$74,300.00

MEETING DATE: NOV 09 1995

AGENDA NO: C-9

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Revenue/Expenditure Contract Between State Department of Human Resources and County Department of Community and Family Services, for an Integrated Services Project at Beach Elementary School

BOARD BRIEFING

Date Requested: _____
Amount of Time Needed: _____

REGULAR MEETING

Date Requested: _____
Amount of Time Needed: 5 minutes

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/Sue Larson

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Sue Larson

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Department of Community and Family Services has received a revenue/expenditure contract from the State Department of Human Resources, which funds an Integrated Services Project at Beach Elementary School. This is a new service site opening this fiscal year.

The contract provides for \$40,000 local monies to be sent to the State to be matched with federal dollars. The revenues to the County become \$68,000. The \$40,000 matching funds come from the Portland Public School District (\$20,000) and the County Departments of Health, Juvenile Justice, and Community and Family Services (\$20,000).

Integrated Services Projects bring together schools, state, local, and private provider agencies to address child and family concerns. Other projects operate out of Roosevelt High, Marshall High, and Centennial School District.

11/14/95 ORIGINALS to Cella MURRAY
SIGNATURES REQUIRED:

1995 OCT 31 PM 4:01
CLERK OF COUNTY COMMISSIONERS
POLK COUNTY
OREGON

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: Lorenzo Poe MD

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: October 17, 1995

SUBJECT: Intergovernmental Agreement between Community and Family Services and State Department of Human Resources: Beach School Integrated Services Project

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the revenue/expenditure contract with Oregon Department of Human Resources, for the period July 1, 1995 through June 30, 1996.

This contract is retroactive to cover developing services. The agreement was prepared by the State and sent to the County for processing in late September.

II. Background/Analysis: The Department of Community and Family Services has received a revenue/expenditure contract from the State Department of Human Resources, to fund an Integrated Services Project at Beach Elementary School. The agreement allows local funds to be matched with federal funds. It also outlines responsibilities of the school district, State, and County around the Integrated Services Project. These responsibilities reflect the proposals approved earlier by these parties.

The Integrated Services Projects bring together the school, State offices, and County offices in order to provide coordinated services to children and families. Most of the Integrated Service Projects in Multnomah County include a school-based site location, to facilitate access to and delivery of services.

III. Financial Impact: The contract requires \$40,000 of local monies to match the federal funds; federal funds of \$68,000 are returned to the County for the project. The \$40,000 is in the current Budget; the rest will be added through a Budget Modification.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: The Integrated Services Projects address the following benchmarks: Access to Health Care, Drug Free Teens, Teen Pregnancy, High School Graduation Rate, and Basic Student Skills.

VII. Citizen Participation: The Leaders Roundtable is instrumental in developing and implementing Integrated Service sites.

VIII. Other Government Participation: This contract is a joint effort of the Portland Public School District, State Department of Human Resources, and the County.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 103606

Prior-Approved Contract Boilerplate: Attached; XXXX Not Attached

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (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 type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-9</u> DATE <u>11/9/95</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: Community & Family Services

Division: _____

Date: October 3, 1995

Administrative Contact: Cilla Murray

Phone: 248-3691 ext 6296

Bldg/Room 166/7th

Description of Contract:

Funds integrated services project at Beach Elementary School

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

ORS/AR # _____ Contractor is JMBE JWBE QRF

<p>Contractor Name : Department of Human Resources</p> <p>Mailing Address: 500 Summer St, NE Salem, OR 97310-1012</p> <p>Phone: (503)945-5821</p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: July 1, 1995</p> <p>Termination Date: June 30, 1996</p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Expenditure: \$40,000</p> <p>Amount of Revenue: \$68,000</p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%;"> <tr> <td style="text-align: center;">Payment Schedule</td> <td style="text-align: center;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ Quarterly</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ Quarterly	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Payment Schedule	Terms																
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt																
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30																
<input checked="" type="checkbox"/> Other \$ Quarterly	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Lolingo Pae* Date: 10/17/95

Purchasing Director: _____ Date: _____

(Class II Contracts Only) County Counsel: *Katie Duff* Date: 10/31/95

County Chair/Sheriff: *Jimmy Starn* Date: 11/9/95

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
01	156	010	0150		Q19A	6060		9999	CGF	\$20,000	
02	156	010	0150		Q19A	6060		9997	Integrated Svc	\$20,000	
	156	010	0150			2396 Revenue			State DHR	\$68,000	

Agreement #51071

INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon, acting by and through its Department of Human Resources, Office of the Director, hereafter called "DHR", and Multnomah County, hereinafter called "COUNTY".

I. BACKGROUND

In response to the Governor's request for consolidation of services between DHR and local governments and school districts, DHR is establishing service integration projects. The project is designed to develop a single entry access to human services in an accessible location; to link health, educational and social services to meet multiple and/or complex needs of individuals and families, and to provide services which respect the goals of individuals and families and assist them in accomplishing their goals through focus on inherent strengths and resources.

The approaches and goals used will ultimately be tied to the Oregon Benchmarks. The Benchmarks applicable to this project are High School Graduation Rate, Teen Pregnancy and Percent of Oregonians Who Are Economically Disadvantaged.

II. TERM

This Agreement begins July 1, 1995, and ends June 30, 1996, unless otherwise terminated or extended in writing.

III. STATEMENT OF WORK

The purpose of this Agreement is to define the roles and responsibilities of each of the project participants. The goal of this project is to develop a system of multi-agency integrated social services from a site located at **Beach Elementary School** and staffed by a project coordinator. Therefore it is mutually agreed that the parties shall participate to achieve the objectives listed on ATTACHMENT "A" which is hereby attached to and incorporated into this agreement by this reference and the responsibilities listed below:



John A. Kitzhaber
Governor

IV. RESPONSIBILITIES OF EACH PARTY

A. DHR agrees to:

Provide a state manager to expedite resolution of issues related to DHR functions and resources.

Provide a minimum of one staff person each from AFS and CSD to be available as necessary for outstationing as determined in the planning process.

Provide services and materials to support outstationed staff.

Provide assistance in overcoming confidentiality barriers in agency-to-agency and agency-to-school communication of client issues.

Provide training and technical support regarding operation of state services, budgeting and branch office flexibility.

Provide technical assistance toward the development of family service teams.

Facilitate access of referrals to appropriate DHR Programs.

B. Portland School District 1J agrees to:

Provide an administrator to expedite resolution of issues related to Portland Public School functions and resources.

Provide space as necessary for outstationed staff.

Coordinate installation of furniture, partitions, carpeting and phone system to prepare site for multi-agency use.

Provide utilities and janitorial services for site.

Identify and refer students and families appropriate to the project.

Provide assistance in acquiring services or materials as necessary in support of the project's day to day operation.

C. Multnomah County agrees to:

Provide an individual to expedite resolution of issues related to County functions and resources.

Encourage providers to deliver services on-site where practical and appropriate.

Work with providers to facilitate access of referrals to appropriate programs.

Provide leadership in structuring the project to maximize procurement of monetary resources and reduce duplication.

Encourage providers to offer consultative and/or referral services when appropriate.

Establish a link with county agencies serving children and families, i.e. health and mental health services.

D. Mutually the parties agree to:

1. Conduct regular meetings, to be scheduled at a time convenient to all parties, to work on project objectives and responsibilities.
2. Provide leadership in removing barriers to service.
3. Assist in evaluating the project.
4. Provide leadership and support as necessary to accomplish the goals and objectives of this project.

V. CONSIDERATION

A. DHR agrees to pay the County retroactively on a quarterly basis up to \$17,000 per quarter for a total of \$68,000 for the term of this agreement. Quarterly dates are September 30, 1995, December 31, 1995, March 31, 1996 and June 30, 1996. At the end of each quarter, the County will submit an invoice clearly stating the integration services provided to date and accompany the invoice by a check for the non-federal portion (maximum \$10,000) of the invoice. The invoice and the check shall be directed to:

Toni Peterson, DHR Service Integration Manager
Department of Human Resources
Office of the Director
500 Summer Street N.E., 4th floor
Salem, Oregon 97310-1012

B. COUNTY shall not exceed, and DHR shall not pay any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this agreement, the amendment must be

fully effective before COUNTY performs work subject to the amendment. COUNTY shall notify DHR's Project Manager in writing thirty days before this agreement expires, of the upcoming expiration of this agreement. This agreement will not be amended after the expiration date.

VI DESIGNATED LIAISONS

Liaisons for the term of this agreement shall be as follows:

COUNTY: Sue Larsen
DHR: Judy Griswold
Portland School District 1J: Mike Verbout, Principal

VII GENERAL PROVISIONS

A. Effective Date and Duration

It is provided that the passage of the contract expiration date shall not extinguish or prejudice the DHR's right to enforce this contract with respect to any default in performance that has not been cured.

B. Subcontracts and Assignments

This contract is not assignable by the contractor, either in whole or in part, without the prior written consent of the DHR. COUNTY shall not enter into any subcontracts without obtaining prior written approval from the DHR.

C. Funds Available and Authorized

Except in the event that the DHR has entered into a master contract, COUNTY shall not be compensated for work performed under this contract by any other agency or department of the State of Oregon. DIVISION has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the Division's biennial appropriation or limitation. COUNTY understands and agrees that the DHR's payment of amounts under this contract attributable to work performed after the last day of the current biennium is contingent on the DHR receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow the DHR, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations or other expenditure authority, the DHR may terminate this contract without penalty or liability to the DHR, effective upon the delivery of written notice to COUNTY, with no further liability to COUNTY.

D. Termination

1. This contract may be terminated by mutual consent of both parties, or by the DHR upon 30 days notice, in writing, and delivered by certified mail or in person.
2. In addition, the DHR may terminate this contract, in whole or in part, effective upon delivery of written notice to the COUNTY, or at such later date as may be established by the DHR, under any of the following conditions:
 - a. If DHR funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
 - c. If any license or certification required by law or regulation to be held by the COUNTY to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.
3. Time is of the essence in COUNTY's performance of each and every obligation and duty under this contract. The DHR, by written notice to COUNTY, may at any time terminate the whole or any part of this contract:
 - a. If COUNTY fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - b. If COUNTY fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the DHR, fails to correct such failures within 30 calendar days or such other period as the DHR may authorize or require.

The rights and remedies of the DHR provided in subsection 3, above, are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

4. Termination or modification of this contract pursuant to subsections 1 or 2, above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections 1, 2, or 3 of this section), COUNTY shall immediately cease all activities under this contract, unless expressly directed otherwise by the DHR in the notice of termination. Further, upon termination, COUNTY shall deliver to the DHR all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed.

E. Indemnity

COUNTY shall indemnify, defend and hold harmless the State of Oregon and its Department of Human Resources, its officers, divisions, agents, and employees, from all claims, suits or actions of any nature arising out of the activities of the COUNTY, its officers, subcontractors, agents or employees under this contract.

DHR shall indemnify, defend and hold harmless the COUNTY, its officers, divisions, agents, and employees, from all claims, suits or actions of any nature arising out of the activities of the COUNTY, its officers, subcontractors, agents or employees under this contract.

F. Amendment

The terms of this contract may not be waived, altered, modified, supplemented or amended, except by written agreement signed by the parties.

G. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

H. Waiver

The failure of the DHR to enforce any provision of a contract does not waive the DHR's right to enforce any other provision.

I. Merger Clause

THIS Agreement CONSTITUTES THE ENTIRE Agreement BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS Agreement 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 AGREEMENT. COUNTY, BY SIGNATURE BELOW OR ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

VIII. SIGNATURES

AGREED:

BY: *Lolene Poemas* 10/17/95
Multnomah County Department of Community & Family Svc DATE

BY: *Beverly Stein* November 9, 1995
Beverly Stein, Multnomah County Chair DATE

BY: _____
Director/Designate, Department of Human Resources DATE

REVIEWED:
BY: *Kate Gutz* 10/31/95
Laurence Kressel, Multnomah County Counsel DATE

BY: _____
Contracts Officer, Department of Human Resources DATE

BY: _____
Project Manager, Dept of Human Resources DATE

BY: _____
Integrated Services Project Manager, Dept of Human Resources DATE

BY: _____
Portland School District, 1J DATE

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 11/9/95
DEB BOGSTAD
BOARD CLERK

ATTACHMENT "A"

MEMORANDUM OF AGREEMENT BEACH SCHOOL SERVICE INTEGRATION DEMONSTRATION PROJECT

The State of Oregon through its Department of Human Resources, county governments, school districts and other local agencies want to test concepts to enable them to integrate social services. The goals include finding better ways to keep students in school, increasing successful employment, and identifying more effective means to serve people in their communities to promote sustained self-sufficiency for all Oregonians.

To test service-integration ideas, the Department is entering into memoranda of agreement for cooperative work on demonstration sites to test specific proposals. This memorandum is intended to give all parties a formal understanding of each participant's responsibilities in successfully completing the project goals. A more formal document will govern specific exchanges of resources such as money, property or services-in-kind, if necessary.

This memorandum is agreed to by the Department of Human Resources, Portland Public School District and Multnomah County to meet the objectives of a demonstration site at Beach Elementary School. The objectives of this demonstration site and responsibilities to complete the objectives are:

- A. To link health, education and social services to provide comprehensive integrated assessment and services to students and their families.
- B. To form and effectively use a multi-disciplinary team in assessment and service delivery.
- C. To build on the existing school student/family support team in forming the multi-disciplinary teams.
- D. To identify and secure further resources necessary to assure continuation and support of the service integration site.

It is the mission of the Beach School Service Integration Demonstration Project to remove obstacles for children who are having difficulties with school due to family issues and concerns. The primary goal of Beach School is academic achievement; however, many obstacles exist for students relative to the opportunity to maximize their skills and abilities. To address these obstacles, Beach School has developed a student/family support team for the benefit of students and families. The purpose of the student/family support team is to identify issues and/or circumstances that are serving as impediments to academic achievement, whether these be housing, medical issues, employment, child welfare issues, financial need, juvenile or adult justice issues or other issues, and to successfully resolve these issues.

To effectively collaborate with all agencies that serve children and to facilitate easy access for effective problem solving, we are establishing a project to effectively integrate these services. This approach to services focuses on the strengths and capabilities of individual students and their families, collaboration, sharing of resources across programs and agency lines, and improved access to services.

Each agency has designated a representative who will manage its part of the project to ensure that the objectives are met. These parties include:

Department of Human Resources:

AFS: Hilda Davis, Operations Manager

CSD: Judy Griswold, Assistant Regional Administrator

Portland Public School District:

PPS: Mike Verbout, Principal Beach School

PPS: Bill Beck, Intergovernmental Relations Managers

Multnomah County:

Community and Family Division: Sue Larson

Multnomah Co. Health Department: Jan Sinclair

Juvenile Justice Department: Bill Fogarty

RESPONSIBILITIES

All:

- * Commit to the objectives of the demonstration and work diligently toward meeting those objectives;
- * Assist in the evaluation of the demonstration;
- * Complete the initial planning process and commence implementation of the multi-disciplinary team, as well as on-site assessment and services by April 15, 1995.

State Project Manager:

- * Act as the expediter and facilitator for demonstration issues relating to DHR functions and resources.

Local Interim Project Coordinator:

- * Act as the overall coordinator of the demonstration;
- * Plan for the internal assessment of program components.

School Districts:

- * Provide space, phone and computer access as necessary, for outstationed staff.

County Agencies:

- * Provide staff and/or resources as necessary and determined in the planning process.

DHR:

- * Provide a minimum of one staff person each from AFS and CSD to be available as necessary for outstationing as determined in the planning process;
- * Provide assistance in overcoming confidentiality barriers in agency-to-agency and agency-to-school communication of client issues;
- * Provide technical assistance on the topics of multi-disciplinary team and the operation of state services.

BENCHMARKS

The concepts used will ultimately be tied to the Oregon Benchmarks, with the Department having responsibility for making evaluation of outcomes a key component for testing each integration concept. The Benchmarks selected for this demonstration are:

- * *Improved School Readiness:* Increase the percentage of children whom teachers believe are prepared to participate successfully in school (reference State of Oregon Benchmarks #15, #16; Multnomah County #40; Portland/Multnomah County #25).
- * *Health Care Access:* Increase the percentage of Oregonians with economic access to basic health care (reference State of Oregon Benchmark #177; Multnomah County #10; Portland/Multnomah County #44).

AGENCY REPRESENTATIVES:

Adult and Family Services

Children's Services Division

Portland Public Schools

Multnomah County Community and Family Services Division

Multnomah County Health Department

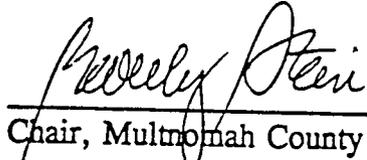
Multnomah County Juvenile Justice Department

The parties agree to conduct regular meetings at times and locations convenient to all on a schedule that will ensure that the objectives can be met. Where appropriate, conference calls, electronic mail and other means will be used to reduce travel time and expense.

Progress reports will be issued regularly by the Beach School Service Integration Steering Committee based on information gathered from participating agencies. The Department of Human Resources will assume leadership in providing status reports to the Oregon Legislature.

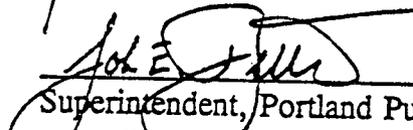
The project managers are empowered to resolve questions at the local level, in consultation with appropriate parties.

The agreement may be amended by mutual consent of the parties. This agreement may be terminated by any party for any reason.



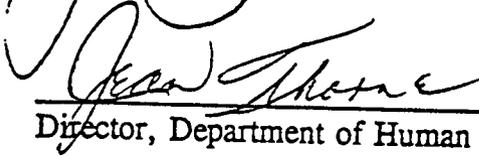
Chair, Multnomah County

4/25/95
Date



Superintendent, Portland Public Schools

4/6/95
Date



Director, Department of Human Resources

4/25/95
Date

MEETING DATE: NOV 09 1995

AGENDA NO: C-10

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Revenue/Expenditure Contract Between State Department of Human Resources and County Department of Community and Family Services, for an Integrated Services Project at Marshall High School.

BOARD BRIEFING

Date Requested: _____
Amount of Time Needed: _____

REGULAR MEETING

Date Requested: _____
Amount of Time Needed: consent

DEPARTMENT: Community and Family Services
CONTACT: Lorenzo Poe/Sue Larson

DIVISION: _____
TELEPHONE: 248-3691
BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Sue Larson

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Department of Community and Family Services has received a renewal revenue/expenditure contract from the State Department of Human Resources, which funds an Integrated Services Project at Marshall High School. This is an existing Integrated Service site.

The contract provides for \$40,000 local monies to be sent to the State to be matched with federal dollars. The revenues to the County become \$68,000. The \$40,000 matching funds come from the Department of Community and Family Services.

Integrated Services Projects bring together schools, state, local, and private provider agencies to address child and family concerns. Other projects operate out of Roosevelt High, Beach Elementary, and Centennial School District.

11/14/95 ORIGINALS to Cella Thuermer

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: Lorenzo Poe me

BOARD OF
COUNTY COMMISSIONERS
CLATSOP COUNTY
OREGON
OCT 31 PM 4:01

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: October 17, 1995

SUBJECT: Intergovernmental Agreement between Community and Family Services and State Department of Human Resources: Marshall High School Integrated Services Project

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the renewal revenue/expenditure contract with Oregon Department of Human Resources, for the period July 1, 1995 through June 30, 1996.

This contract is retroactive to cover ongoing services. The agreement was prepared by the State and sent to the County for processing in late September.

II. Background/Analysis: The Department of Community and Family Services has received a renewal revenue/ expenditure contract from the State Department of Human Resources, to fund an Integrated Services Project at Marshall High School. The agreement allows local funds to be matched with federal funds. It also outlines responsibilities of the school district, State, and County around the Integrated Services Project. These responsibilities reflect the proposals approved earlier by these parties.

The Integrated Services Projects bring together the school, State offices, and County offices in order to provide coordinated services to children and families. Most of the Integrated Service Projects in Multnomah County include a school-based site location, to facilitate access to and delivery of services.

III. Financial Impact: The contract requires \$40,000 of local monies to match the federal funds; federal funds of \$68,000 are returned to the County for the project. The \$40,000 is currently in the Budget; the rest will be added through a Budget Modification.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: The Integrated Services Projects address the following benchmarks: Access to Health Care, Drug Free Teens, Teen Pregnancy, High School Graduation Rate, and Basic Student Skills.

VII. Citizen Participation: The Leaders Roundtable is instrumental in developing and implementing Integrated Service sites.

VIII. Other Government Participation: This contract is a joint effort of the Portland Public School District, State Department of Human Resources, and the County.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 103616

Prior-Approved Contract Boilerplate: Attached; XXXX Not Attached

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (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 type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-10</u> DATE <u>11/9/95</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: Community & Family Services

Division: _____

Date: October 3, 1995

Administrative Contact: Cilla Murray

Phone: 248-3691 ext 6296

Bldg/Room 166/7th

Description of Contract:

Funds integrated services project at Marshall High School

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is MBE WBE QRF

<p>Contractor Name : Department of Human Resources</p> <p>Mailing Address: 500 Summer St, NE Salem, OR 97310-1012</p> <p>Phone: (503)945-5821</p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: July 1, 1995</p> <p>Termination Date: June 30, 1996</p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Expenditure: \$40,000</p> <p>Amount of Revenue: \$68,000</p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%;"> <tr> <td style="text-align: center;">Payment Schedule</td> <td style="text-align: center;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ Quarterly</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ Quarterly	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Lolenz Pae mus* Date: 10/17/95

Purchasing Director: _____ Date: _____

(Class II Contracts Only) County Counsel: *Katie Gray* Date: 10/31/95

County Chair/Sheriff: *Phillip Stein* Date: 11/9/95

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	Inc/Dec Ind.
01	156	010	0150		Q19A	6060		9999	CGF	\$40,000	
	156	010	0150			2396 Revenue			State DHR	\$68,000	

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

COMMUNITY AND FAMILY SERVICES DIVISION
 CONTRACT APPROVAL FORM SUPPLEMENT
 Contractor : DEPARTMENT OF HUMAN RESOURCES-MARSHALL

Vendor Code : 00028

Fiscal Year : 95/96

Amendment Number : 0

Contract Number : 103616

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
01	156	010	0150	Q19A	6060	9999L	County General Fund Integrated Services Project	\$40,000.00		\$40,000.00	
TOTAL								40,000.00		\$40,000.00	

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

Attachment A:
Service Elements and Contract Amounts

Contractor Name :	DEPARTMENT OF HUMAN RESOURCES-MARSHALL	Vendor Code:	00028
Contractor Address :	500 SUMMER ST NE SALEM OR 97310-1012		
Telephone :	945-5821	Fiscal Year :	95/96
		Federal ID # :	

Program Office Name : Integrated Services

Service Element Name : Integrated Services Project (Q19A)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Serv. Capacity				\$40,000.00
Total								\$40,000.00

INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon, acting by and through its Department of Human Resources, Office of the Director, hereafter called "DHR", and Multnomah County, hereinafter called "COUNTY".

I. BACKGROUND

In response to the Governor's request for consolidation of services between DHR and local governments and school districts, DHR is establishing service integration projects. The project is designed to develop a single entry access to human services in an accessible location; to link health, educational and social services to meet multiple and/or complex needs of individuals and families, and to provide services which respect the goals of individuals and families and assist them in accomplishing their goals through focus on inherent strengths and resources.

The approaches and goals used will ultimately be tied to the Oregon Benchmarks. The Benchmarks applicable to this project are High School Graduation Rate, Teen Pregnancy and Percent of Oregonians Who Are Economically Disadvantaged.

II. TERM

This Agreement begins July 1, 1995, and ends June 30, 1996, unless otherwise terminated or extended in writing.

III. STATEMENT OF WORK

The purpose of this Agreement is to define the roles and responsibilities of each of the project participants. The goal of this project is to develop a system of multi-agency integrated social services from a site located at **Marshall High School** and staffed by a project coordinator. Therefore it is mutually agreed that the parties shall participate to achieve the objectives listed on ATTACHMENT "A" which is hereby attached to and incorporated into this agreement by this reference and the responsibilities listed below:



John A. Kitzhaber
Governor

IV. RESPONSIBILITIES OF EACH PARTY

A. DHR agrees to:

Provide a state manager to expedite resolution of issues related to DHR functions and resources.

Provide a minimum of one staff person each from AFS and CSD to be available as necessary for outstationing as determined in the planning process.

Provide services and materials to support outstationed staff.

Provide assistance in overcoming confidentiality barriers in agency-to-agency and agency-to-school communication of client issues.

Provide training and technical support regarding operation of state services, budgeting and branch office flexibility.

Provide technical assistance toward the development of family service teams.

Facilitate access of referrals to appropriate DHR Programs.

B. Portland School District 1J agrees to:

Provide an administrator to expedite resolution of issues related to Portland Public School functions and resources.

Provide space as necessary for outstationed staff.

Coordinate installation of furniture, partitions, carpeting and phone system to prepare site for multi-agency use.

Provide utilities and janitorial services for site.

Identify and refer students and families appropriate to the project.

Provide assistance in acquiring services or materials as necessary in support of the project's day to day operation.

C. Multnomah County agrees to:

Provide an individual to expedite resolution of issues related to County functions and resources.

Encourage providers to deliver services on-site where practical and appropriate.

Work with providers to facilitate access of referrals to appropriate programs.

Provide leadership in structuring the project to maximize procurement of monetary resources and reduce duplication.

Encourage providers to offer consultative and/or referral services when appropriate.

Establish a link with county agencies serving children and families, i.e. health and mental health services.

D. Mutually the parties agree to:

1. Conduct regular meetings, to be scheduled at a time convenient to all parties, to work on project objectives and responsibilities.
2. Provide leadership in removing barriers to service.
3. Assist in evaluating the project.
4. Provide leadership and support as necessary to accomplish the goals and objectives of this project.

V. CONSIDERATION

- A. DHR agrees to pay the County retroactively on a quarterly basis up to \$17,000 per quarter for a total of \$68,000 for the term of this agreement. Quarterly dates are September 30, 1995, December 31, 1995, March 31, 1996 and June 30, 1996. At the end of each quarter, the County will submit an invoice clearly stating the integration services provided to date and accompany the invoice by a check for the non-federal portion (maximum \$10,000) of the invoice. The invoice and the check shall be directed to:

Toni Peterson, DHR Service Integration Manager
Department of Human Resources
Office of the Director
500 Summer Street N.E., 4th floor
Salem, Oregon 97310-1012

- B. COUNTY shall not exceed, and DHR shall not pay any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this agreement, the amendment must be

fully effective before COUNTY performs work subject to the amendment. COUNTY shall notify DHR's Project Manager in writing thirty days before this agreement expires, of the upcoming expiration of this agreement. This agreement will not be amended after the expiration date.

VI. DESIGNATED LIAISONS

Liaisons for the term of this agreement shall be as follows:

COUNTY: Sue Larsen
DHR: Grant Higginson, M.D.
Portland School District 1J: Sue Parker, Cluster Director

VII. GENERAL PROVISIONS

A. Effective Date and Duration

It is provided that the passage of the contract expiration date shall not extinguish or prejudice the DHR's right to enforce this contract with respect to any default in performance that has not been cured.

B. Subcontracts and Assignments

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1. This contract may be terminated by mutual consent of both parties, or by the DHR upon 30 days notice, in writing, and delivered by certified mail or in person.
2. In addition, the DHR may terminate this contract, in whole or in part, effective upon delivery of written notice to the COUNTY, or at such later date as may be established by the DHR, under any of the following conditions:
 - a. If DHR funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
 - c. If any license or certification required by law or regulation to be held by the COUNTY to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.
3. Time is of the essence in COUNTY's performance of each and every obligation and duty under this contract. The DHR, by written notice to COUNTY, may at any time terminate the whole or any part of this contract:
 - a. If COUNTY fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - b. If COUNTY fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the DHR, fails to correct such failures within 30 calendar days or such other period as the DHR may authorize or require.

The rights and remedies of the DHR provided in subsection 3, above, are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

4. Termination or modification of this contract pursuant to subsections 1 or 2, above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections 1, 2, or 3 of this section), COUNTY shall immediately cease all activities under this contract, unless expressly directed otherwise by the DHR in the notice of termination. Further, upon termination, COUNTY shall deliver to the DHR all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed.

E. Indemnity

COUNTY shall indemnify, defend and hold harmless the State of Oregon and its Department of Human Resources, its officers, divisions, agents, and employees, from all claims, suits or actions of any nature arising out of the activities of the COUNTY, its officers, subcontractors, agents or employees under this contract.

DHR shall indemnify, defend and hold harmless the COUNTY, its officers, divisions, agents, and employees, from all claims, suits or actions of any nature arising out of the activities of the COUNTY, its officers, subcontractors, agents or employees under this contract.

F. Amendment

The terms of this contract may not be waived, altered, modified, supplemented or amended, except by written agreement signed by the parties.

G. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

H. Waiver

The failure of the DHR to enforce any provision of a contract does not waive the DHR's right to enforce any other provision.

I. Merger Clause

THIS Agreement CONSTITUTES THE ENTIRE Agreement BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS Agreement 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 AGREEMENT. COUNTY, BY SIGNATURE BELOW OR ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

VIII. SIGNATURES

AGREED:

BY: *Lolenz Poemas*
Multnomah County Department of Community & Family Svc

10/17/95
DATE

BY: *Beverly Stein*
Beverly Stein, Multnomah County Chair

November 9, 1995
DATE

BY: _____
Director/Designate, Department of Human Resources

DATE

REVIEWED:

BY: *Katie Guetz*
Laurence Kressel, Multnomah County Counsel

10/31/95
DATE

BY: _____
Contracts Officer, Department of Human Resources

DATE

BY: _____
Project Manager, Dept of Human Resources

DATE

BY: _____
Integrated Services Project Manager, Dept of Human Resources

DATE

BY: _____
Portland School District, 1J

DATE

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-10 DATE 11/9/95
DEB BOGSTAD
BOARD CLERK

ATTACHMENT "A"

50982 RECEIVED

JUN 27 1995

MARSHALL CARING COMMUNITY

Marshall High School, 3905 S.E. 91st Avenue/Portland, Oregon 97216

DEPARTMENT OF HUMAN RESOURCES
OFFICE OF THE DIRECTOR

June 23, 1995

Toni Peterson
Service Integration Manager
Department of Human Resources
500 Summer Street, N.E.
Salem, Oregon 97310-1012

Dear Ms. Peterson:

The Service Integration Project at Marshall High School intends to work with the Department of Human Resources (DHR) to receive federal matching funds for continued service delivery at Marshall. Multnomah County, working with the Marshall Caring Community has identified \$40,000 to be used as our local match. Sue Larsen is the contact person at Multnomah County for specific information regarding the local match.

The three partners to our current inter-agency agreement are DHR, Portland Public Schools, and Multnomah County. These remain the same, however the agreement dealing with the matching funds should will be with Multnomah County. The program contact person from Multnomah County will be Clara Padilla Andrews.

The Marshall Family Resource Center will complete the first six months of operation on June 30, 1995. We feel the required evaluations will show positive movement towards meeting appropriate benchmarks. The plan for the next year will include the following:

- 1.) Expand social service delivery to families and students.
 - A.) Continue expansion of Service Team.
 - B.) Develop partnerships for Social Work graduate students.
- 2.) Expand partnerships with Marshall High School, middle school, and elementary school staff, Hispanic Retention Program, Chapter One, School-to-Work programs, to deliver tutoring, peer mentoring and peer mediation services.
 - A.) Honors Tutoring Program
 - B.) Mentoring Program for Sixth Grade students.
 - C.) Eighth/Ninth grade transition project.
- 3.) Broaden economic and workforce development focus for community.
 - A.) Partnership with Portland Development Commission, ROSE Community Development, and Marshall Caring Community for job strategies for Southeast Portland.

- B.) Work with Oregon Council for Hispanic Advancement (OCHA) in pre-employment training, counseling and placement services for Hispanic youth and adults.
 - C.) Continue partnerships with School-to-Work programs.
- 4.) Continue to collaborate with Multnomah County, Leaders Roundtable and the Marshall Caring Community to blend the Multnomah County District Coordinating Team (DCT) in Multnomah County with the Marshall Caring Community. This will begin the process to expand services to include adult mentally ill, corrections and the elderly.

All these components continue to support our established benchmarks: Reduce teen pregnancy, Increase graduation rate, and increase employment opportunities.

If you have further questions, please call me at 280-6545.

Sincerely,



Gary Walsworth, Project Director
Marshall Family Resource Center

Co-Chair, Marshall Caring Community

cc Clara Padilla Andrews, Multnomah County
Sue Larsen, Multnomah County
Donna Beegle, Portland Educational Network
Grant Higginson, DHR
Sue Parker, Portland Public Schools
Colin Karr-Morse, Marshall High School

MEETING DATE: NOV 09 1995

AGENDA NO: C-11

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Revenue/Expenditure Contract Between State Department of Human Resources and County Department of Community and Family Services, for an Integrated Services Project at Roosevelt High School.

BOARD BRIEFING

Date Requested: _____
Amount of Time Needed: _____

REGULAR MEETING

Date Requested: _____
Amount of Time Needed: consent

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/Sue Larson

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Sue Larson

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Department of Community and Family Services has received a renewal revenue/expenditure contract from the State Department of Human Resources, which funds an Integrated Services Project at Roosevelt High School. This is an existing Integrated Service site.

The contract provides for \$40,000 local monies to be sent to the State to be matched with federal dollars. The revenues to the County become \$68,000. The \$40,000 matching funds come from the Department of Community and Family Services.

Integrated Services Projects bring together schools, state, local, and private provider agencies to address child and family concerns. Other projects operate out of Marshall High, Beach Elementary, and Centennial School District.

11/14/95 ORIGINALS TO CILLA MURRAY
SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
S:\ADMIN\CEU\CONTRACT\DHRRO096.BCC

CLERK OF COUNTY BOARD
OCT 31 PM 4:00
CLERK OF COUNTY BOARD



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners
FROM: Lorenzo Poe, Director *Lorenzo Poe MD*
Department of Community and Family Services

DATE: October 17, 1995

SUBJECT: Intergovernmental Agreement between Community and Family Services and State Department of Human Resources: Roosevelt High School Integrated Services Project

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the renewal revenue/expenditure contract with Oregon Department of Human Resources, for the period July 1, 1995 through June 30, 1996.

This contract is retroactive to cover ongoing services. The agreement was prepared by the State and sent to the County for processing in late September.

II. Background/Analysis: The Department of Community and Family Services has received a renewal revenue/ expenditure contract from the State Department of Human Resources, to fund an Integrated Services Project at Roosevelt High School. The agreement allows local funds to be matched with federal funds. It also outlines responsibilities of the school district, State, and County around the Integrated Services Project. These responsibilities reflect the proposals approved earlier by these parties.

The Integrated Services Projects bring together the school, State offices, and County offices in order to provide coordinated services to children and families. Most of the Integrated Service Projects in Multnomah County include a school-based site location, to facilitate access to and delivery of services.

III. Financial Impact: The contract requires \$40,000 of local monies to match the federal funds; federal funds of \$68,000 are returned to the County for the project. The \$40,000 is in the County Budget; the rest will be added through Budget Modification.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: The Integrated Services Projects address the following benchmarks: Access to Health Care, Drug Free Teens, Teen Pregnancy, High School Graduation Rate, and Basic Student Skills.

VII. Citizen Participation: The Leaders Roundtable is instrumental in developing and implementing Integrated Service sites.

VIII. Other Government Participation: This contract is a joint effort of the Portland Public School District, State Department of Human Resources, and the County.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 103626

Prior-Approved Contract Boilerplate: Attached; XXXX Not Attached

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (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 type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center; font-weight: bold;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p style="text-align: center;">AGENDA # <u>C-11</u> DATE <u>11/9/95</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
---	---	---

Department: Community & Family Services

Division: _____

Date: October 3, 1995

Administrative Contact: Cilla Murray

Phone: 248-3691 ext 6296

Bldg/Room 166/7th

Description of Contract:

Funds integrated services project at Roosevelt High School

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is JMBE JWBE JQRF

<p>Contractor Name : Department of Human Resources</p> <p>Mailing Address: 500 Summer St, NE Salem, OR 97310-1012</p> <p>Phone: (503)945-5821</p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: July 1, 1995</p> <p>Termination Date: June 30, 1996</p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Expenditure: \$40,000</p> <p>Amount of Revenue: \$68,000</p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%;"> <tr> <td style="text-align: center;">Payment Schedule</td> <td style="text-align: center;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ Quarterly</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ Quarterly	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Pae* Date: 10/17/95

Purchasing Director: _____ Date: _____

(Class II Contracts Only) County Counsel: *Katie Gutz* Date: 10/31/95

County Chair/Sheriff: *Dee Dee Stein* Date: 11/9/95

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

VENDOR CODE GV1342A				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
01	156	010	0150		Q19A	6060		9999	CGF	\$40,000	
	156	010	0150			2396 Revenue			State DHR	\$68,000	

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

INTERGOVERNMENTAL AGREEMENT

Agreement #50980

This agreement is between the Department of Human Resources, Office of the Director, hereinafter called DHR, and Multnomah County, hereinafter called the COUNTY.

I. BACKGROUND

In response to the Governor's request for consolidation of services between the Department of Human Resources and local governments and school districts, DHR is establishing service integration projects. The goals included in this project are finding better ways to keep students in school, increase successful employment, and identify more effective means to serve people in their communities to promote sustained self-sufficiency for all Oregonians.

The purpose of this project is to establish a family-centered, collaborative agency referral office at Roosevelt High School where families and children can access the human services provided by the State, Conty and private agencies. This integrated Service Center will coordinate and increase access to human service resources which address family/community barriers to successful student participation in school.

The approaches and goals used will ultimately be tied to the Oregon Benchmarks. The Benchmarks applicable to this project are Access to Health Care, Drug Free Teens, Teen Pregnancy, High School Graduation Rate and Basic Student Skills.

II. TERM

This agreement begins July 1, 1995, and ends June 30, 1996, unless otherwise terminated or extended in writing.



John A. Kitzhaber
Governor

III. PURPOSE/STATEMENT OF WORK

The purpose of this agreement is to define the roles and responsibilities of each of the project participants. To that end, it is mutually agreed that the parties shall participate fully and zealously to achieve the objectives listed below and in ATTACHMENT "A", which is hereby attached to and incorporated into this agreement by this reference.

A. RESPONSIBILITIES OF EACH PARTY

1. COUNTY SHALL:

- a. Hire one person to provide administrative support to the program. The COUNTY shall develop job duties corresponding to the objectives, and shall provide all supervisory duties for the individual. The COUNTY shall pay all costs associated with employing the individual over the term of the contract. This shall include salary and benefits. The individual shall be an employee of the COUNTY and shall be subject to all COUNTY personnel policies and procedures.

2. DHR agrees to:

- a. Coordinate and hold regular status meetings or exchanges by conference call or other appropriate communication systems to ensure adequate communications to identify barriers and to provide adequate support.
- b. Provide status reports on the project to the 1996 Oregon Legislative Session.

3. MUTUALLY, THE PARTIES agree to:

- a. Conduct regular meetings, to be scheduled at a time convenient to all parties, to work on project objectives and responsibilities.
- b. Provide leadership in removing barriers to service.
- c. Assist in evaluating the project.
- d. Explore funding options available to the Project and develop long term strategic and fiscal plans for integrated services to at-risk students and/or their families.

IV. CONSIDERATION

- A. DHR agrees to pay the County retroactively on a quarterly basis up to \$17,000 per quarter for

a total of \$68,000 for the term of this agreement. Quarterly dates are September 30, 1995, December 31, 1995, March 31, 1996 and June 30, 1996. At the end of each quarter, the County will submit an invoice clearly stating the integration services provided to date and accompany the invoice by a check for the non-federal portion (maximum \$10,000) of the invoice. The invoice and the check shall be directed to:

Toni Peterson, DHR Service Integration Manager
Department of Human Resources
Office of the Director
500 Summer Street N.E., 4th floor
Salem, Oregon 97310-1012

- B. COUNTY shall not exceed, and DHR shall not pay any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this agreement, the amendment must be fully effective before COUNTY performs work subject to the amendment. COUNTY shall notify DHR's Project Manager in writing thirty days before this agreement expires, of the upcoming expiration of this agreement. This agreement will not be amended after the expiration date.

V. DESIGNATED LIAISONS

Liaisons for the term of this agreement shall be as follows:

Multnomah County: Sue Larsen

Department of Human Resources: Victor Merced

Any correspondence or notices shall be directed to their attention.

VI. GENERAL PROVISIONS

A. Effective Date and Duration

It is provided that the passage of the contract expiration date shall not extinguish or prejudice the DHR's right to enforce this contract with respect to any default in performance that has not been cured.

B. Subcontracts and Assignments

This contract is not assignable by the contractor, either in whole or in part, without the prior written consent of the DHR. COUNTY shall not enter into any subcontracts without obtaining prior written approval from the DHR.

C. Funds Available and Authorized

Except in the event that the DHR has entered into a master contract, COUNTY shall not be compensated for work performed under this contract by any other agency or department of the State of Oregon. DIVISION has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the Division's biennial appropriation or limitation. COUNTY understands and agrees that the DHR's payment of amounts under this contract attributable to work performed after the last day of the current biennium is contingent on the DHR receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow the DHR, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations or other expenditure authority, the DHR may terminate this contract without penalty or liability to the DHR, effective upon the delivery of written notice to COUNTY, with no further liability to COUNTY.

D. Termination

1. This contract may be terminated by mutual consent of both parties, or by the DHR upon 30 days notice, in writing, and delivered by certified mail or in person.
2. In addition, the DHR may terminate this contract, in whole or in part, effective upon delivery of written notice to the COUNTY, or at such later date as may be established by the DHR, under any of the following conditions:
 - a. If DHR funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
 - c. If any license or certification required by law or regulation to be held by the COUNTY to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.
3. Time is of the essence in COUNTY's performance of each and every obligation and duty under this contract. The DHR, by written notice to COUNTY, may at any time terminate the whole or any part of this contract:
 - a. If COUNTY fails to provide services called for by this contract within the time

specified herein or any extension thereof; or

- b. If COUNTY fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the DHR, fails to correct such failures within 30 calendar days or such other period as the DHR may authorize or require.

The rights and remedies of the DHR provided in subsection 3, above, are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

4. Termination or modification of this contract pursuant to subsections 1 or 2, above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections 1, 2, or 3 of this section), COUNTY shall immediately cease all activities under this contract, unless expressly directed otherwise by the DHR in the notice of termination. Further, upon termination, COUNTY shall deliver to the DHR all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed.

E. Indemnity

COUNTY shall indemnify, defend and hold harmless the State of Oregon and its Department of Human Resources, its officers, divisions, agents, and employees, from all claims, suits or actions of any nature arising out of the activities of the COUNTY, its officers, subcontractors, agents or employees under this contract.

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F. Amendment

The terms of this contract may not be waived, altered, modified, supplemented or amended, except by written agreement signed by the parties.

G. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

H. Waiver

The failure of the DHR to enforce any provision of a contract does not waive the DHR's right to enforce any other provision.

I. Merger Clause

THIS Agreement CONSTITUTES THE ENTIRE Agreement BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS Agreement 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 Agreement. COUNTY, BY THE SIGNATURE BELOW OR ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS Agreement, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

VII. Signatures

I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions listed herein and made a part of this contract by reference.

AGREED:

BY: Lorenzo Paez 10/17/95
Multnomah County Department of Community & Family Svc DATE

BY: Beverly Stein November 9, 1995
Beverly Stein, Multnomah County Chair DATE

BY: _____
Director/Designate, Department of Human Resources DATE

REVIEWED:

BY: Katie Guit 10/31/98
Laurence Kressel, Multnomah County Counsel DATE

BY: _____
Contracts Officer, Department of Human Resources DATE

BY: _____
Project Manager, Department of Human Resources DATE

BY: _____
Integrated Services Project Manager, Dept of Human Resources DATE

BY: _____
Portland School District, 1J DATE

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-11 DATE 11/9/95
DEB BOGSTAD
BOARD CLERK

ATTACHMENT "A"



PORTLAND PUBLIC SCHOOLS

6518 SW Corbett / Portland, OR 97231

Telephone: 1-(503) 251-3211

Fax: 1-(503) 331-2714

LINCOLN/ROOSEVELT REGION

50980

June 20, 1995

Toni Peterson, Service Integration Manager
Director's Office
Oregon Department of Human Resources
500 Summer Street NE, Fourth Floor
Salem, Oregon 97310-1012

RECEIVED

JUN 23 1995

DEPARTMENT OF HUMAN RESOURCES
OFFICE OF THE DIRECTOR

Dear Toni:

The Roosevelt Community Family Resource Center (RCFRC) has developed into an integrated service program that provides coordination of resources on the North Portland Peninsula. The RCFRC plays a key role in the development of partnerships to better serve families of students in the Roosevelt Cluster. We have developed an outreach model of service integration through the resource team and outstationing of the VISTA and MSW graduate students to Roosevelt Cluster schools.

Our goals for the coming year include:

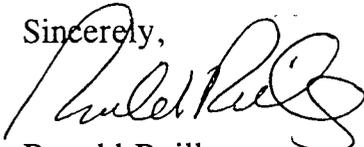
1. Continuation of the Family Resource Team that meets weekly to share resources, provide case consultation, address barriers and support each other in building a community that is more holistic in service delivery and utilization of resources.
2. Coordinate the establishment of a social service center office at St. Johns Woods, a HUD housing complex. This office will be staffed by the VISTA and members of the Family Resource Team. Besides the members of the resource team others involved are: Sitton Elementary School, Portland Parks and Recreation, St. Johns Library, and Touchstone.
3. Placement of the Family Resource Center VISTA at Sitton Elementary School to develop parent outreach and establish parent consultants for the school. The VISTA will be integrated into the support team to include: child development specialist, Touchstone family intervention specialist, Americorps-Friends of the Children, and parents.

4. Placement of an MSW intern at George Middle School to work in partnership with the school counselor and the School Based Health Center.
5. Placement of an MSW intern at Roosevelt High School to work in partnership with RR2000 in meeting their objective of outreach to at-risk youth and the School Based Health Center.

Multnomah County and the Portland Public Schools continue to contribute to this project in the following ways:

<u>Multnomah County</u>	Salary and Fringe for Human Services Specialist	\$26,337
	Supervision	\$ 3,500*
 <u>Portland Schools</u>		
	Custodial/Utilities	\$ 3,080*
	Supervision	\$ 1,800*
	Printing and Supplies	\$ 500
	Handicap Ramp Construction	\$15,000
	Telephone Lines	\$ 1,350

Please be sure to contact Judith Mayer at the Roosevelt Community Family Resource Center (248-3909) with questions about any of the matters included within this letter.

Sincerely,

 Ronald Reilly

cc: Judith Mayer, RCFRC
 Clara Padilla-Andrews, Mult. County
 Victor Merced, AFS Administration

PLEASE PRINT LEGIBLY!

MEETING DATE 11-9-95

NAME

ELI STUTSMAN

ADDRESS

900 SW 5th AVENUE

STREET

PORTLAND, OREGON 97204

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-2

SUPPORT _____

OPPOSE _____

SUBMIT TO BOARD CLERK _____

MEETING DATE: November 9, 1995

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: ORDER DENYING ROBERT W. BURNELL APPLICATION FOR ADULT CARE HOME RESIDENT
MANAGER

BOARD BRIEFING: _____ DATE REQUESTED: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: _____ DATE REQUESTED: Thursday, November 9, 1995

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: City Atty Pete Kasting TELEPHONE #: 823-4047
BLDG/ROOM #: 131/315

PERSON(S) MAKING PRESENTATION: Pete Kasting, Robert Burnell, Katie Gaetjens

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

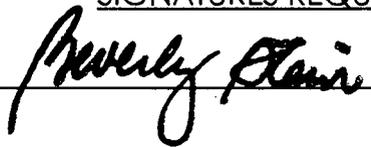
SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

ORDER in the Matter of the Appeal of Robert W. Burnell from the Hearings Officer's Order Denying an Application for Approval of an Adult Care Home Resident Manager

1995 NOV - 1 PM 1:54
CLERK OF COUNTY COMMISSIONERS
MULTI-COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: _____



ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1
2
3 BEFORE THE BOARD OF COUNTY COMMISSIONERS
4 FOR THE COUNTY OF MULTNOMAH
5

6 In the Matter of the) City Hearings Office
7 Disapproval of Resident)
8 Manager Application for) Case No. 1530700
9 Burnell Adult Care Home)
10) **MOTION FOR**
11) **RECONSIDERATION AND**
12) **REMAND**

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18 **I. INTRODUCTION**

19 Last week, Tuesday, October 31, 1995, the Board ruled to
20 decide this matter on the record and tentatively affirmed the
21 Hearings Officer's Determination and Order.

22 The Board further directed Mr. Kasting to prepare a final
23 order for the Board's consideration today, November 9, 1995.

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27
28 **II. MOTION FOR RECONSIDERATION AND REMAND**

29 The Burnell Adult Care Home (Mr. Burnell) respectfully
30 requests that the Board of Commissioners reconsider its
31 *tentative approval* of the hearings officer's decision.

32 Mr. Burnell's request is very narrow.

33 Mr. Burnell requests that the Board remand this matter back
34 to the Hearings Officer for reconsideration of the following two
35 issues:

36 Issue No. 1. Whether Ms. Jenkins' conviction for drunk

1 driving is "alcohol abuse" as this term is intended by MCAR 890-
2 020-230(c).

3 Issue No. 2. Whether Ms. Jenkins' drunk driving
4 conviction is "**substantially related**" to the qualifications,
5 functions or duties of a resident manager as this phrase is
6 intended by MCAR 890-020-230(a).

7 Issue No. 3. Whether there is substantial evidence in the
8 record necessary to support agency's denial of Ms. Jenkins'
9 application to be a resident manager.

10
11 **III. JUSTIFICATION IN SUPPORT**
12 **OF MOTION TO RECONSIDER**

13
14 1. Mr. Burnell's Request is Narrow.

15 Mr. Burnell agrees with the Board that this matter should
16 be decided on the record, and that there is no need to re-open
17 the record, or to hold additional hearings. Mr. Burnell's
18 request is far narrower. He asks only that the matter be
19 remanded back to the referee for reconsideration on the existing
20 record of the legal issues specified above.

21
22 2. Information Desired by the Hearings Officer was not
23 Provided at Hearing.

24 The Hearings Officer invited further comment during the
25 hearing on both legal points specified above. (See Transcript
26 at 5, 21-25). Unfortunately, because Mr. Burnell was not

1 represented by legal counsel (for which he accepts respons-
2 ibility) he was unable to respond appropriately. Id.

3
4 3. Ms. Jenkins did Not Commit the Crimes or Offenses that
5 Require the Denial of her Application.

6 In the present case, the agency argues that a drunk driving
7 conviction is an "offense involving * * * alcohol abuse." (See
8 Rebuttal to Appellant's Exceptions, 2, lines 12-13). This
9 however, is a conclusion not necessarily supported by the Rule.
10 The language edited out of the sentence "offense involving * * *
11 alcohol abuse" is material. In its full context, the regulation
12 refers to

13 prostitution, offenses involving narcotics,
14 **alcohol abuse** and dangerous drugs [emp. supp.],
15 see MCAR 890-020-230(c).

16 A conviction for drunk driving is not the same as "alcohol
17 abuse." Although drunk driving is nothing to be proud about, it
18 is not included in the rule, which lists much more serious
19 crimes, but does not expressly include drunk driving.
20 Consequently, this Rule does not require the denial of Ms.
21 Jenkins' application to be a resident manager.

22
23 4. Ms. Jenkins' Conviction is Not "Substantially
24 Related" to her Employment as Resident Manager.

25 Only "**convictions**" of those "**crimes**" that are
26 "**substantially related** to the qualifications, functions or

1 duties of a [resident] manager" require that the application be
2 denied. See MCAR 890-020-230(a). Here, in this record, there
3 is no evidence that Ms. Jenkins' prior drunk driving conviction
4 is *substantially related* to her employment as a resident
5 manager. It appears that the agency simply assumes that a
6 "substantial relationship" exists because MCAR 890-020-230(c)
7 (quoted above) lists "related crimes." MCAR 890-020-230(c) does
8 not, however, say that those listed crimes are "substantially
9 related." Rather, the test of whether "**convictions**" for those
10 "**crimes**" are "**substantially related**" is required by §§(a) of the
11 same Rule. The agency has simply ignored the application of the
12 substantial relationship test in favor of an in-house policy
13 that fails to consider each applicant on his or her own merit.
14

15 IV. CONCLUSION

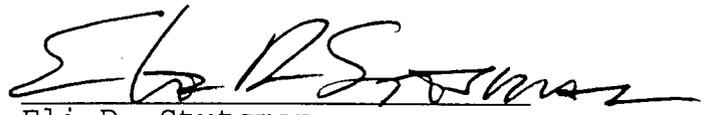
16 Although the applicant has been convicted of drunk driving,
17 she has not been convicted of one of the crimes listed in MCAR
18 890-020-230(c). Even if a conviction for drunk driving is
19 considered one of those crimes, in the present case it is not
20 "substantially related" to her position as a resident manager.
21 Nor is there substantial evidence in the record to support such
22 a finding.

23 For the three reasons described above, Mr. Burnell urges
24 the Board to remand this case back to the Hearings Officer for
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26 ///

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reconsideration. The Board has authority to do so pursuant to
MCAR 8.90.090 (J).

Dated this 9th day of November, 1995.



Eli D. Stutsman
Attorney for Burnell Adult
Care Home and Phyllis Jenkins

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4 BEFORE THE BOARD OF COUNTY COMMISSIONERS
5 FOR THE COUNTY OF MULTNOMAH

6 In the Matter of the)
7 Disapproval of Resident)
8 Manager Application for)
9 Burnell Adult Care Home)

City Hearings Office

Case No. 1530700

POINTS AND AUTHORITIES IN
SUPPORT OF MOTION FOR
RECONSIDERATION AND
REMAND

10
11
12 I. INTRODUCTION

13 The Hearings Officer is urged to reverse his prior
14 Determination & Order on either of the following three
15 independent grounds:

16 1. Ms. Jenkins' conviction for drunk driving is not
17 "alcohol abuse" as this term is intended by MCAR 890-020-230(c).

18 2. Ms. Jenkins' drunk driving conviction is not
19 "substantially related to the qualifications, functions or
20 duties of a [resident] manager" as this phrase is intended by
21 MCAR 890-020-230(a).

22 3. A finding that the prior drunk driving conviction is
23 "substantially related" to the functions of a resident manager
24 in not supported by substantial evidence in the record in this
25 case.
26

1 B. Ms. Jenkins' Conviction is Not "Substantially Related"
2 to her Employment as Resident Manager.

3 Only "**convictions**" of those "**crimes**" that are
4 "**substantially related** to the qualifications, functions or
5 duties of a [resident] manager" require that the application be
6 denied, see MCAR 890-020-230(a), except where the Director
7 grants a variance. See MCAR 890-050-210.¹

8 MCAR 890-050-210 provides in relevant part:

9 Persons who have been convicted of one or more crimes,
10 which are **substantially related to the qualifications,**
11 **functions or duties of * * * [a] manager * * *** shall
be prohibited from * * * working in * * * an adult
care home [emp. supp.].

12 Here, in this record, there is no evidence that Ms.
13 Jenkins' prior drunk driving conviction is *substantially related*
14 to her employment as a resident manager. It appears, however,
15 that the agency simply assumes that a "substantial relationship"
16 exists because MCAR 890-020-230(c) (quoted above) lists "related
17 crimes."

18 MCAR 890-020-230(c) does not, however, say that the crimes
19 listed there are "substantially related." Rather, the test of
20 whether "**convictions**" for those "**crimes**" are "**substantially**
21 **related**" is mandated by §§(a) of the same Rule. The agency has
22 simply ignored the application of the substantial relationship
23 test in favor of an in-house policy that fails to consider each
24 applicant on his or her own merit. (See Discussion *infra*).

25
26 ¹In the present case, a variance was not granted.

1
2 1. The Definition of "Substantially Related".

3 The words "substantially related" are not defined in MCAR
4 890-020-230, and although these words are used in five Oregon
5 Revised Statutes, they are not defined there either. See ORS
6 443.735, ORS 674.140; ORS 696.060, ORS 696.301, ORS 696.535.²
7 In the absence of regulatory or statutory definitions, it is
8 necessary to look elsewhere.

9
10 a. A Dictionary Definition.

11 One legal dictionary defines "substantially" to mean:

12 **Essentially; without material qualification; in**
13 **the main; in substance; materially; in a sub-**
14 **stantial manner. About, actually, competently,**
15 **and essentially [emp. supp.; citation omitted].**

16 See Black's Law Dictionary, p 1281 (5th Ed 1979).

17 Applying this definition to the case at hand, i.e., to a
18 drunk driving conviction occurring *a year before* Ms. Jenkins'
19 employment as a resident manager, and based upon the evidence
20 developed at hearing, it is necessary to conclude that her drunk
21 driving conviction is not *substantially related* to her functions
22 or duties as a resident manager. Using the language of the
23 definition, her drunk driving conviction does not affect the
24 "*essential*" work of a residential manager; it is not "*actually*"
25 related. There is no evidence in the record to the contrary.

26 ²Indeed, MCAR 890-020-230(a) appears to be borrowed directly
from ORS 443.735(3).

1 b. The Oregon Court of Appeals

2 In a case that is admittedly off point, but perhaps
3 involves more extreme behavior, (i.e., drug abuse during the
4 period of employment), the Oregon Court of Appeals held that an
5 employee's off-the-job drug use that had no impact in the
6 workplace does not constitute "misconduct connected with work."
7 See Glide Lumber Prod. Co. v. Emp. Div., 86 Or App 669, 674-675
8 (1987) (contested unemployment compensation). Although this
9 opinion is off point, it does suggest that an off-the-job drunk
10 driving conviction a year before Ms. Jenkins' employment as a
11 resident manager, is not "*related*," much less "*substantially*
12 *related*" to her current functions and duties as a resident
13 manager.

14
15 c. Other Agencies.

16 In the contested case hearing of Anthony B. Beardslee, the
17 Workers' Compensation Board used the words "substantially
18 related" when explaining a "single unified formula" used to
19 determine whether a consequential injury was related to the on-
20 the-job injury; the Board wrote:

21 [it was a situation where the second injury was
22 sustained] outside of the normal course of
23 employment, but was nonetheless *substantially*
24 *related to the employment because* [it occurred
during] *necessary or reasonable activities that*
would not have been undertaken but for [the
original on-the-job] [emp. supp.].

25 Anthony B. Beardslee, 42 Van Natta 852 (1990).

1 This case is also off point. However, it does suggest that
2 for a conviction to be "**substantially related**" to the
3 qualifications, functions, or duties of a resident manager, the
4 conviction should be closely related to the activities *required*
5 *by the employment*, in this case, employment as a resident
6 manager.

7 In the present case, however, Ms. Jenkins' conviction for
8 drunk driving is not "substantially related" to her employment
9 as a resident manager. There was absolutely no relevant
10 evidence introduced at hearing to the contrary. For example,
11 she is not a chauffeur. Her role as a resident manager does not
12 require her to drive, or transport people. The prior conviction
13 does not effect her new employment a year later. Ms. Jenkins
14 testified that she has not consumed alcohol since the time of
15 her prior arrest in 1993. (TR 15, lines 3-4). Her employer
16 testified that she performed very well on the job, and indeed,
17 it is the employer that continues to work for a reversal of the
18 denied application. (See quotation, p 9 infra).

19
20 2. Lack of Substantial Evidence in the Record.

21 To the extent that the agency argued that drunk driving
22 convictions were evidence of bad judgment that might affect Ms.
23 Jenkins' job performance, that was pure argument.

24 There is no evidence, much less substantial evidence in the
25 record, that Ms. Jenkins' prior drunk driving conviction is
26 "substantially related" to anything she does at work. The

1 agency cannot meet its burden of proof by simply **arguing** that a
2 prior drunk driving conviction is a crime "substantially
3 related" to her functions as a resident manager.

4 For example, the agency argues:

5 Appellant's exceptions in effect argue that
6 the rule should not be applied to this
7 particular resident manager applicant
8 because she has fully recovered. **The
9 Department has neither the manpower nor the
10 ability to assess the facts underlying each
11 criminal conviction. It must be able to
12 apply its rules consistently.**

13 (See Rebuttal to Appellant's Exceptions, 6).

14 This may be a convenient application of the rules for the
15 agency, but it hardly places into the record substantial
16 evidence (or any evidence) that Ms. Jenkins' year-old drunk
17 driving conviction is "substantially related" to the duties
18 required of her new-found and successful employment as a
19 resident manager.

20 Consequently, while the record is replete with speculative
21 argument that "past behavior is a good predictor of future
22 behavior," (see Rebuttal to Appellant's Exceptions, 6; TR 26),
23 the record lacks substantial evidence to support a denial of Ms.
24 Jenkins' application.

25 Indeed, it appears that the agency's denial is based upon
26 a past incident, involving "a prior provider's boyfriend" who
had been convicted of drunk driving and later he "hit and killed
somebody." (TR 19, 26, 28-9). That incident may reflect poorly
on that individual, but it proves nothing in this contested case

1 hearing. It has nothing to do with whether Ms. Jenkins' prior
2 conviction is "substantially related" to her employment as a
3 resident manager.

4 As the agency's representative testified at hearing, the
5 denial of Ms. Jenkins' application was based upon the
6 application of the agency's new policy, which was summarized at
7 hearing as follows:

8 And it was specifically told to us by the
9 people whose job it is to audit our program and
10 tell us what we're doing wrong [and] that we were
11 wrong in that case [the one involving a prior
12 provider's boyfriend that killed some one], and
13 that we needed to strengthen and tighten up * * *
14 excluding people with criminal records from our
15 program.

16 Since then we have instituted a policy that
17 we are strictly going by guidelines in this * *
18 *. **That's our new policy based upon an audit**
19 **recommendation** [emp. supp.].

20 (See TR 29, lines 12-18). The agency should not be allowed to
21 substitute a new policy in place of duly enacted county
22 regulations.³

23 Lastly, although this record will not support a denial of
24 Ms. Jenkins' application, it will support a finding that Ms.
25

26 ³An agency's power is limited:

27 * * * The Agency has no powers except those mentioned
28 in the statute. It is the statute, not the agency,
29 which directs what shall be done. The statute is not a
30 mere outline of policy which the agency is at liberty
31 to disregard or put into effect according to its own
32 ideas of the public welfare.

33 U. of O. Co-Oper. v. Dept. of Rev., 273 OR 539, 550 (1987),
34 quoting Gouge v. David et al, 185 Or 437, 459 (1949).

1 Jenkins has rehabilitated herself and that any prior drunk
2 driving conviction is not "substantially related" to her new
3 employment; e.g., that her prior conviction will neither
4 compromise her relationship with her employer, (see TR 11-12),
5 nor her performance on-the-job as a resident manager. (See TR
6 12-13, 18, 27, 28). Indeed, Ms. Jenkins' employer offered the
7 most compelling evidence at hearing:

8 I am also active at the state level in
9 trying to promote education and information
10 among caregivers to improve the quality of
11 care through the state. And in that
12 position I've had numerous chances to work
13 with Multnomah and Washington Counties, and
14 to encounter organizations such as Oregon
15 Fair Share and others who are interested in
16 the welfare of the elderly. So I have some
17 grasp of the --- the pressures that the
18 licenser [is] under to enforce the rules * *
19 * to not let any bad apples stay in the
20 business or to come into the business.

21 What I'm afraid of is -- in this case is
22 that we're not getting rid of really a bad apple
23 but we're throwing out one of the good apples * *
24 * I've seen a lot of caregivers, and I have
25 confidence in [Ms. Jenkins'] ability to do it
26 right and not harm the residents. And I will say
27 that because of the ongoing process -- * * * I've
28 seen her at work for several months. I've talked
29 to relief caregivers who've come in and see her
30 come onto the job from her free time, and see her
31 go off of the job, numerous families, and we have
32 families who visit every day, and residents, and
33 [I have] **never heard anything about alcohol or
34 bad behavior. And that's the main reason I want
35 to go to bat for her here.**

36 (TR 12).

37 ///

38 ///

39 ///

1
2 **III. CONCLUSION**
3

4 Although Ms. Jenkins' has been convicted of drunk driving,
5 she has not been convicted of one of the crimes listed in MCAR
6 890-020-230(c). Even if a conviction for drunk driving is
7 considered a crime of "alcohol abuse," in this case, it is not
8 "substantially related" to her position as a resident manager
9 and therefore will not support a denial of her application
10 pursuant to MCAR 890-020-230(a). This record lacks substantial
11 evidence to conclude otherwise.

12 For the above reasons, the Hearings Officer is urged
13 reverse his prior Determination & Order as well as the agency's
14 denial of the resident manager application at issue here.

15 Dated this 9th day of November, 1995.

16
17 

18 Eli D. Stutsman
19 Attorney for Burnell Adult
20 Care Home and Phyllis Jenkins
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BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Appeal)
of Robert W. Burnell from the)
Hearings Officer's Order Denying) ORDER
an Application for Approval of an)
Adult Care Home Resident Manager)

The Board of County Commissioners has reviewed the record, Hearings Officer's Order, exceptions and rebuttal regarding the appeal of Robert W. Burnell from a determination of the Hearings Officer that the Manager of the Multnomah County Adult Care Program properly denied appellant's application for approval of Ms. Phyllis Jenkins as resident manager of an adult care home. The Hearings Officer found that Ms. Jenkins had been convicted of the offense of driving under the influence of intoxicants on March 7, 1994; that this offense was an offense involving "alcohol abuse" under MCAR 890-020-230(c); and that the Manager's denial of the application was therefore authorized by MCAR 890-020-230(a).

The Board accepts the Hearings Officer's Order, attached hereto as Exhibit A. The Board has also reviewed the applicant's exceptions to the Hearing's Officer's Order, attached as Exhibit B, and the Adult Care Program's rebuttal to the applicant's exceptions, attached as Exhibit C. The Board finds that the Adult Care Program's submittal fully responds to the applicant's exceptions and that there are no grounds for rejecting or modifying the Hearing's Officer's order.

It is hereby Ordered that the decision of the Hearings Officer on the Appeal of Robert W. Burnell is accepted.

Review of this Final Order may be taken solely and exclusively by writ of review in the manner set forth in ORS 34.020 to ORS 34.100.

Approved this _____ day of _____, 1995.

MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein
Multnomah County Chair

REVIEWED:
PETER KASTING, SPECIAL COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By *Peter Kasting*
Peter Kasting



CITY OF
PORTLAND, OREGON
HEARINGS OFFICE

1120 S.W. 5th Avenue, Room 1017
Portland, Oregon 97204-1960
Elizabeth A. Normand, Land Use Hearings Officer
(503) 823-7719
William W. Shatzer, Code Hearings Officer
(503) 823-7307
FAX (503) 823-4347

HEARINGS OFFICER'S DETERMINATION AND ORDER

APPEAL OF ROBERT W. BURNELL

HEARING NO. 153070

DATE OF HEARING: September 22, 1995

APPEARANCES:

Ms. Mary Fassell for Multnomah County

Mr. Robert W. Burnell, appellant

HEARINGS OFFICER: Mr. William W. Shatzer

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

This is an appeal from a determination by the Multnomah County Adult Care Home Program denying Mr. Burnell's application to have Phyllis Jenkins certified as a resident manager for Mr. Burnell's adult care facility.

MCAR 890-020-230(a) provides, "Persons who have been convicted of one or more crimes which are substantially related to the qualifications, functions, or duties of ... a manager ... shall be prohibited from operating, working in, or being in an Adult Care Home on a regular basis." MCAR 890-020-230(c) provides, "Such related crimes include ... offenses involving ... alcohol abuse...." After determining that Ms. Jenkins had been convicted of the offense of driving under the influence of intoxicants on March 7, 1994, the Adult Care Program found that this offense was, indeed, an offense involving alcohol abuse and denied Mr. Burnell's application to approve Ms. Jenkins as a resident manger under the above-quoted provisions of MCAR 890-020-230. This appeal followed.

The facts in this proceeding are undisputed. Ms. Jenkins does not dispute the fact of her DUII conviction. Nor does there seem to be any dispute that the offense of DUII is an offense involving "alcohol abuse".

Under these facts, the hearings officer's powers are really quite limited. It is not within the proper exercise of my functions to seek to substitute my judgment for that of the Director nor to second-guess the Director's determinations simply because I might have reached a different decision. Rather, it is only my

function to ensure that any determinations reached by the Director are authorized by law and are neither arbitrary nor capricious. In view of the clear and mandatory language of MCAR 890-020-230(a), which mandates that persons convicted of "crimes which are substantially related ... shall be prohibited" from working in an Adult Care Home, and the language of MCAR 890-020-230(a), which mandates that offenses involving alcohol abuse, such as DUII, are to be considered "related crimes", clearly the Director's determination was authorized by law and was neither arbitrary nor capricious.

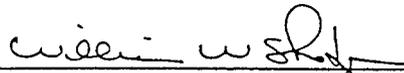
Accordingly, the Director's determination must be sustained.

ORDER AND DETERMINATION:

1. The determination of the Multnomah County Adult Care Program dated July 26, 1995, denying the appellant Burnell's application for certification of Phyllis Jenkins as a resident manager is SUSTAINED.
2. This order and determination has been mailed to the parties on September 26, 1995 and shall become final on October 16, 1995, unless written exceptions are file with the Board of County Commissioners prior to such date.

Dated:

9-26-95



Code Hearings Officer

WWS:db

#153070

Robert W. Burnell
Pioneer Care Homes
P.O. Box 892
Sherwood, OR 97140
(503) 590-5202
October 11, 1995

Board Clerk
Multnomah County Board of Commisiiioners
1120 SW 5th Avenue
Portland, OR 97204

To Whom It May Concern:

This letter is written exception to the hearings officer's determination and order in the appeal of Robert W. Burnell, Hearing No. 153070, done by Hearings Officer William W. Shatzer. Ms. Jenkins has changed her employment field and life style since the DUII, indicating good judgement and a desire to learn from her past mistakes. Resident family members, co-workers and employers see her in the home daily and have seen no sign of any use of alcohol, let alone abuse of it. I am responsible for the well-being of the five residents of our adult foster home, and I have no fear of leaving them in the hands of Ms. Jenkins. We request that the Board of Commissioners reverse this decision. Thank you.

Sincerely,



Robert W. Burnell

RECEIVED

OCT 16 1995

HEARINGS OFFICE

BOARD OF
COUNTY COMMISSIONERS
1995 OCT 13 PM 2:31
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY

In the Matter of the Disapproval of
Resident Manager Application for
Burnell Adult Care Home

City Hearings Office
No. 1530700

REBUTTAL TO
APPELLANT'S EXCEPTIONS

Following a hearing, Hearings Officer Shatzer upheld the determination of the Manager of the Multnomah County Adult Care Home Program, Department of Aging Services (Department), denying appellant's application for approval of Ms. Phyllis Jenkins as resident manager of applicant's adult care home. He sustained the Manager's findings that Ms. Jenkins had been convicted of the offense of driving under the influence of intoxicants on March 7, 1994. He also upheld the Manager's determination that driving under the influence of intoxicants was an offense involving "alcohol abuse" under MCAR 890-020-230(c) and held that the Manager's denial of the application was therefore authorized by MCAR 890-020-230(a). (Copy of September 26, 1995 order attached). On October 13, 1995 appellant filed exceptions to the order. (Copy attached).

REBUTTAL TO EXCEPTIONS

Appellant raises three exceptions to the decision. He asserts that the resident manager applicant, Ms. Perkins, has changed her employment and lifestyle since her last Driving Under the Influence

1 of Intoxicants (DUII) conviction, that no one who has observed her
2 care of residents in the home has seen signs of alcohol abuse, and
3 that he has no concerns about her care of residents. Each of these
4 exceptions is in fact a challenge to the fairness of the rule.
5 There is no dispute that applicant was convicted of DUII offenses.

6 To understand the appeal, it is essential to understand the
7 rule at issue. MCAR 890-020-230(a) provides that "persons who have
8 been convicted of one or more crimes which are substantially
9 related to the qualifications, functions, or duties of...a
10 manager...shall be prohibited from operating, working in, or being
11 in an Adult Care Home on a regular basis." MCAR 890-020-230(c)
12 defines related crimes to include "offense involving . . .alcohol
13 abuse." MCAR 890-020-230(j) permits the Director to consider
14 approving applicants convicted of the "related" crimes only if ten
15 years have elapsed since the conviction. Pursuant to this scheme,
16 Ms. Jenkins is clearly disqualified from serving as a resident care
17 manager at this time, because she was convicted of a related
18 offense in March, 1994. Consequently, the Board is being asked to
19 consider not whether the rule was properly applied, but whether the
20 rule leads to an unfair result.

21 1. Necessity for Rule. The Department has determined that a
22 history of alcohol abuse, as documented by a conviction or
23 convictions for alcohol-related offenses, is inconsistent with the
24 provision of safe care to vulnerable elderly and disabled residents
25 in adult care homes. In this case, Ms. Jenkins was denied approval
26 to be a resident manager in the care home based on her DUII

1 convictions. As the hearing record indicates, Ms. Jenkins had had
2 two convictions over six years for DUII offenses, and had completed
3 a second diversion program only a month before the current
4 application. (See Transcript at 9 - 11).

5 As resident manager, Ms Jenkins would live in the home for 12
6 hour shifts. Unlike care providers in hospitals or nursing homes,
7 she would have no on-site supervision. She would be the only
8 caretaker for five elderly or disabled adults. Only those
9 individuals or their family members could observe her behavior if
10 there were alcohol or drug use. Residents and family members might
11 be poor observers, have only casual contact, or be very hesitant to
12 report problems.

13 Although some of Ms. Perkins responsibilities would be fairly
14 routine, she could also be called upon to make emergency decisions
15 in situations such as fire or medical crises. A sober person,
16 capable of exercising good judgment, is critical at such moments.
17 Consequently, the Department has determined by rule to permit only
18 individuals without a history of alcohol abuse related offenses to
19 serve in this position. Driving while under the influence
20 demonstrates both a history of alcohol consumption and the exercise
21 of poor judgment. Because past behavior is a good predictor of
22 future behavior, the Department is reluctant to approve Ms. Jenkins
23 as Resident Manager.

24 The Department also needs a consistent, clearly understood
25 rule on this issue to assure equal treatment from case to case.
26 Appellant in effect argues that the rule is too harsh as applied to

1 Ms. Jenkins because she has undergone a change. While it is true
2 that some alcohol abusers stop drinking permanently, it is also
3 true that many try numerous times to quit drinking without
4 permanent success. The Department has neither the manpower nor the
5 expertise to analyze each such situation separately and to
6 determine who will and who will not return to drinking. Experts in
7 the field find this determination difficult. Such an ad hoc review
8 would also result in inconsistent determinations from case to case.
9 Consequently, the Department has elected to implement a rule that
10 provides maximum protection for the elderly and disabled clients it
11 is mandated to protect.¹

12 DUII convictions are fairly common among applicants wishing to
13 become Adult Care Home operators, Resident Manager and/or care
14 givers. Granting an exception for Ms. Jenkins would set a
15 precedent for other applicants with DUII convictions. While Ms.
16 Jenkins might never drink again and be an exemplary resident
17 manager, it can easily be predicted that other applicants with DUII
18 convictions will not remain sober and perform adequately. Granting
19 an exception opens the door for these applicants as well.

20 2. Exceptions to the Rule. Implicit in appellant's argument
21 is the request that an exception be granted in this case. As noted
22 above, MCAR 890-020-230(j) does not permit approval of individuals
23

24 ¹ In his September, 1994 audit of the adult care home program, the
25 Multnomah County Auditor found that the Department made inconsistent criminal
26 history decisions, and recommended more careful application of existing rules.
In particular, he faulted the Department for failing to have disapproved an adult
care home operator's boyfriend to be in the care home when it knew he had had two
DUII convictions in ten years.

1 to work in the adult care home unless ten years have elapsed since
2 the conviction. Given the critical importance of a resident
3 manager's ability to make good judgments in crisis situations, the
4 Department believes an extended waiting period between a conviction
5 and approval as a resident manager is necessary.

6 Nonetheless, the issue of a two year minimum period of
7 sobriety was discussed at both the informal conference and the
8 hearing. The Department indicated this is the minimum period of
9 sobriety required of drug and alcohol counselors who are under
10 daily supervision under the Oregon Administrative Rules. For a
11 resident manager who works without supervision, a longer period
12 would be essential.

13 While an exception is not permitted by MCAR 890-020-230(j),
14 the Director of the Department is able to grant a variance or
15 exception to any adult care home rule, including manager standards,
16 under 890-050-210. However, because the operator has asked for
17 immediate approval, with no intervening period of sobriety past
18 applicant's completion of her second diversion in July, 1995, the
19 Department believes that adherence to the rule specific to criminal
20 convictions, requiring a longer intervening period, is appropriate
21 in this case.

22 23 CONCLUSION

24 The issue before the Board is whether the Department correctly
25 applied its rule governing resident manager applicants who have
26 been convicted of offenses involving alcohol abuse. The Hearings

1 Officer and the record indicate that rule was properly applied.
2 There is no dispute concerning the facts in the case.

3 Appellant's exceptions in effect argue that the rule should
4 not be applied to this particular resident manager applicant
5 because she is fully recovered. The Department has neither the
6 manpower nor the ability to assess the facts underlying each
7 criminal conviction. It must be able to apply its rules
8 consistently. If an exception is granted in this case, an
9 increasing number of applications and appeals from people with
10 DUIIs can be anticipated. Consequently, the Department asks that
11 the Board affirm the Hearing Officer's Order on the record.

12
13 DATED this 27 day of October, 1995.

14
15 Respectfully submitted,

16 LAURENCE KRESSEL, COUNTY COUNSEL
17 FOR MULTNOMAH COUNTY, OREGON

18 By Katie Gaetjens
19 Katie Gaetjens, OSB #88210
20 Assistant County Counsel
21 Of Attorneys for Department of Aging
22 Services

23
24
25
26
F:\DATA\COUNSEL\WPDATA\EIGHTEEN\BURNELLA.MEM

MEETING DATE: October 31, 1995

AGENDA NO: R-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appeal in the Matter of the Disapproval of Resident Manager Application for Robert W. Burnell Adult Care Home

BOARD BRIEFING: _____ DATE REQUESTED: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: _____ DATE REQUESTED: Tuesday, October 31, 1995

AMOUNT OF TIME NEEDED: 1:30 pm 10 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: City Attorney Pete Kasting TELEPHONE #: 823-4047
BLDG/ROOM #: 131/315

PERSON(S) MAKING PRESENTATION: Pete Kasting - Appellant Possibly

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Request for Board Determination on Whether to (1) Hold a Hearing to Accept Evidence or Argument or (2) Decide the Appeal on the Record Already Created (COPIED HEREIN) Regarding the Robert W. Burnell Appeal of a Hearings Officer Decision on an Adult Care Home Sanction

MULTI-COUNTY
OREGON
1995 OCT 25 AM 9:50
COUNTY CLERK

SIGNATURES REQUIRED:

ELECTED OFFICIAL: *Beverly Stein*
(OR)
DEPARTMENT
MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



CITY OF
PORTLAND, OREGON
OFFICE OF CITY ATTORNEY

Jeffrey L. Rogers, City Attorney
1220 S.W. 5th Avenue
Portland, Oregon 97204
(503) 823-4047

October 19, 1995

INTEROFFICE MEMORANDUM

TO: Deb Bogstad, Clerk
Multnomah County Board of Commissioners

FROM: Peter Kasting
Senior Deputy City Attorney

SUBJ: Appeal of Robert Burnell from Hearings Officer Decision
on an Adult Care Home License, Hearing No. 153070

At its meeting on October 31, 1995, the Board needs to decide whether it wants to (1) hold a hearing to accept evidence or argument on this appeal or (2) ~~decide this appeal on the record that has already been created~~ MCC section 8.90.090-(J) and section 890-90-450 of the Administrative Rules for Licensure of Adult Care Homes give the Board discretion to follow either course.

The meeting on October 31 is not intended to address the merits of the appeal. It is only to decide whether the Board wants to receive additional evidence or argument in this matter, and to schedule further steps in the appeal.

I will be attending the meeting on the 31st. Mr. Burnell and representatives of the Adult Care Home Program might attend this meeting but are not required to attend. If they do attend and you want to hear from them on whether additional evidence or argument should be received (and on that question only), I would suggest giving each side three minutes to make a statement.

BOARD OF
COUNTY COMMISSIONERS
1995 OCT 25 AM 7:58
MULTNOMAH COUNTY
OREGON

c: Robert Burnell, Pioneer Care Homes
Katie Gaetjens, Assistant County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY

MULTNOMAH COUNTY
OREGON

In the Matter of the Disapproval of
Resident Manager Application for
Burnell Adult Care Home

City Hearings Office
No. 1530700

REBUTTAL TO
APPELLANT'S EXCEPTIONS

Following a hearing, Hearings Officer Shatzer upheld the determination of the Manager of the Multnomah County Adult Care Home Program, Department of Aging Services (Department), denying appellant's application for approval of Ms. Phyllis Jenkins as resident manager of applicant's adult care home. He sustained the Manager's findings that Ms. Jenkins had been convicted of the offense of driving under the influence of intoxicants on March 7, 1994. He also upheld the Manager's determination that driving under the influence of intoxicants was an offense involving "alcohol abuse" under MCAR 890-020-230(c) and held that the Manager's denial of the application was therefore authorized by MCAR 890-020-230(a). (Copy of September 26, 1995 order attached). On October 13, 1995 appellant filed exceptions to the order. (Copy attached).

*3 DUI's 1993 1994 1995
Arson - 1982*

REBUTTAL TO EXCEPTIONS

Appellant raises three exceptions to the decision. He asserts that the resident manager applicant, Ms. Perkins, has changed her employment and lifestyle since her last Driving Under the Influence

1 of Intoxicants (DUII) conviction, that no one who has observed her
2 care of residents in the home has seen signs of alcohol abuse, and
3 that he has no concerns about her care of residents. Each of these
4 exceptions is in fact a challenge to the fairness of the rule.
5 There is no dispute that applicant was convicted of DUII offenses.

6 To understand the appeal, it is essential to understand the
7 rule at issue. MCAR 890-020-230(a) provides that ~~persons who have~~
8 ~~been convicted of one or more crimes which are substantially~~
9 ~~related to the qualifications, functions, or duties, of...a~~
10 manager...shall be prohibited from operating, working in, or being
11 in an Adult Care Home on a regular basis." MCAR 890-020-230(c)
12 ~~defines related crimes to include "offense involving . . . alcohol~~
13 ~~abuse."~~ MCAR 890-020-230(j) permits the Director to consider
14 approving applicants convicted of the "related" crimes only if ten
15 years have elapsed since the conviction. Pursuant to this scheme,
16 Ms. Jenkins is clearly disqualified from serving as a resident care
17 manager at this time, because she was convicted of a related
18 offense in March, 1994. Consequently, the Board is being asked to
19 consider not whether the rule was properly applied, but whether the
20 rule leads to an unfair result.

21 1. Necessity for Rule. The Department has determined that a
22 ~~history of alcohol abuse,~~ as documented by a conviction or
23 convictions for alcohol-related offenses, ~~is inconsistent with the~~
24 ~~provision of safe care to~~ vulnerable elderly and disabled residents
25 in adult care homes. In this case, Ms. Jenkins was denied approval
26 to be a resident manager in the care home based on her DUII

1 convictions. As the hearing record indicates, Ms. Jenkins had had
2 ~~two convictions over six years for DUII offenses, and had completed~~
3 ~~a second diversion program only a month before the current~~
4 ~~application.~~ (See Transcript at 9 - 11).

5 As resident manager, Ms Jenkins would live in the home for 12
6 hour shifts. Unlike care providers in hospitals or nursing homes,
7 she would have no on-site supervision. She would be the only
8 caretaker for five elderly or disabled adults. Only those
9 individuals or their family members could observe her behavior if
10 there were alcohol or drug use. Residents and family members might
11 be poor observers, have only casual contact, or be very hesitant to
12 report problems.

13 Although some of Ms. Perkins responsibilities would be fairly
14 routine, she could also be ~~called upon to make emergency decisions~~
15 in situations such as fire or medical crises. A sober person,
16 capable of exercising good judgment, is critical at such moments.
17 Consequently, the Department has determined by rule to permit only
18 individuals without a history of alcohol abuse related offenses to
19 serve in this position. ~~Driving while under the influence~~
20 ~~demonstrates both a history of alcohol consumption and the exercise~~
21 ~~of poor judgment.~~ Because past behavior is a good predictor of
22 future behavior, the Department is reluctant to approve Ms. Jenkins
23 as Resident Manager.

24 The Department also needs a consistent, clearly understood
25 rule on this issue to assure equal treatment from case to case.
26 Appellant in effect argues that the rule is too harsh as applied to

1 Ms. Jenkins because she has undergone a change. While it is true
2 that some alcohol abusers stop drinking permanently, it is also
3 true that many try numerous times to quit drinking without
4 permanent success. The Department has neither the manpower nor the
5 expertise to analyze each such situation separately and to
6 determine who will and who will not return to drinking. Experts in
7 the field find this determination difficult. Such an ad hoc review
8 would also result in inconsistent determinations from case to case.
9 Consequently, the ~~Department has elected to implement a rule that~~
10 ~~provides maximum protection for the elderly and disabled clients it~~
11 is mandated to protect.¹

12 ~~DUII convictions are fairly common among applicants wishing to~~
13 become Adult Care Home operators, Resident Manager and/or care
14 givers. ~~Granting an exception for Ms. Jenkins would set a~~
15 ~~precedent for other applicants with DUII convictions. While Ms.~~
16 Jenkins might never drink again and be an exemplary resident
17 manager, ~~it can easily be predicted that other applicants with DUII~~
18 ~~convictions will not remain sober and perform adequately.~~ Granting
19 an ~~exception opens the door for these applicants as well.~~

20 2. Exceptions to the Rule. Implicit in appellant's argument
21 is the request that an exception be granted in this case. As noted
22 above, MCAR 890-020-230(j) does not permit approval of individuals
23

24 ¹ In his September, 1994 audit of the adult care home program, the
25 Multnomah County Auditor found that the Department made inconsistent criminal
26 history decisions, and recommended more careful application of existing rules.
In particular, he faulted the Department for failing to have disapproved an adult
care home operator's boyfriend to be in the care home when it knew he had had two
DUII convictions in ten years.

1 to work in the adult care home (unless ten years have elapsed) since
2 the conviction. Given the critical importance of a resident
3 manager's ability to make good judgments in crisis situations, the
4 Department believes an extended waiting period between a conviction
5 and approval as a resident manager is necessary.

6 Nonetheless, the issue of a two year minimum period of
7 sobriety was discussed at both the informal conference and the
8 hearing. The Department indicated this is the minimum period of
9 sobriety required of drug and alcohol counselors who are under
10 daily supervision under the Oregon Administrative Rules. For a
11 resident manager who works without supervision, a longer period
12 would be essential.

13 While an exception is not permitted by MCAR 890-020-230(j),
14 the Director of the Department is able to grant a variance or
15 exception to any adult care home rule, including manager standards,
16 under 890-050-210. However, because the operator has asked for
17 immediate approval, with no intervening period of sobriety past
18 applicant's completion of her second diversion in July, 1995, the
19 Department believes that adherence to the rule specific to criminal
20 convictions, requiring a longer intervening period, is appropriate
21 in this case.

22
23 CONCLUSION

24 The issue before the Board is whether the Department correctly
25 applied its rule governing resident manager applicants who have
26 been convicted of offenses involving alcohol abuse. The Hearings

1 Officer and the record indicate that rule was properly applied.
2 There is no dispute concerning the facts in the case.

3 Appellant's exceptions in effect argue that the rule should
4 not be applied to this particular resident manager applicant
5 ~~because she is fully recovered.~~ The Department has neither the
6 manpower nor the ability to assess the facts underlying each
7 criminal conviction. It must be able to apply its rules
8 consistently. ~~If an exception is granted in this case, an~~

9 ~~increasing number of applications and appeals from people with~~
10 ~~DUIs can be anticipated.]~~ Consequently, the Department asks that
11 the Board affirm the Hearing Officer's Order on the record.

12
13 DATED this 27 day of October, 1995.

14
15 Respectfully submitted,

16 LAURENCE KRESSEL, COUNTY COUNSEL
17 FOR MULTNOMAH COUNTY, OREGON

18 By Katie Gaetjens
19 Katie Gaetjens, OSB #88210
20 Assistant County Counsel
Of Attorneys for Department of Aging
Services

21 F:\DATA\COUNSEL\WPDATA\EIGHTEEN\BURNELLA.MEM
22
23
24
25
26



CITY OF
PORTLAND, OREGON
HEARINGS OFFICE

1120 S.W. 5th Avenue, Room 1017
Portland, Oregon 97204-1960
Elizabeth A. Normand, Land Use Hearings Officer
(503) 823-7719
William W. Shatzer, Code Hearings Officer
(503) 823-7307
FAX (503) 823-4347

HEARINGS OFFICER'S DETERMINATION AND ORDER

APPEAL OF ROBERT W. BURNELL

HEARING NO. 153070

DATE OF HEARING: September 22, 1995

APPEARANCES:

Ms. Mary Fassell for Multnomah County

Mr. Robert W. Burnell, appellant

HEARINGS OFFICER: Mr. William W. Shatzer

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

This is an appeal from a determination by the Multnomah County Adult Care Home Program denying Mr. Burnell's application to have Phyllis Jenkins certified as a resident manager for Mr. Burnell's adult care facility.

MCAR 890-020-230(a) provides, "Persons who have been convicted of one or more crimes which are substantially related to the qualifications, functions, or duties of ... a manager ... shall be prohibited from operating, working in, or being in an Adult Care Home on a regular basis." MCAR 890-020-230(c) provides, "Such related crimes include ... offenses involving ... alcohol abuse...." After determining that Ms. Jenkins had been convicted of the offense of driving under the influence of intoxicants on March 7, 1994, the Adult Care Program found that this offense was, indeed, an offense involving alcohol abuse and denied Mr. Burnell's application to approve Ms. Jenkins as a resident manger under the above-quoted provisions of MCAR 890-020-230. This appeal followed.

The facts in this proceeding are undisputed. Ms. Jenkins does not dispute the fact of her DUII conviction. Nor does there seem to be any dispute that the offense of DUII is an offense involving "alcohol abuse".

Under these facts, the hearings officer's powers are really quite limited. It is not within the proper exercise of my functions to seek to substitute my judgment for that of the Director nor to second-guess the Director's determinations simply because I might have reached a different decision. Rather, it is only my

function to ensure that any determinations reached by the Director are authorized by law and are neither arbitrary nor capricious. In view of the clear and mandatory language of MCAR 890-020-230(a), which mandates that persons convicted of "crimes which are substantially related ... shall be prohibited" from working in an Adult Care Home, and the language of MCAR 890-020-230(a), which mandates that offenses involving alcohol abuse, such as DUII, are to be considered "related crimes", clearly the Director's determination was authorized by law and was neither arbitrary nor capricious.

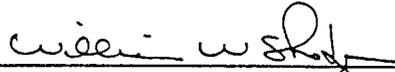
Accordingly, the Director's determination must be sustained.

ORDER AND DETERMINATION:

1. The determination of the Multnomah County Adult Care Program dated July 26, 1995, denying the appellant Burnell's application for certification of Phyllis Jenkins as a resident manager is SUSTAINED.
2. This order and determination has been mailed to the parties on September 26, 1995 and shall become final on October 16, 1995, unless written exceptions are file with the Board of County Commissioners prior to such date.

Dated:

9-26-95



Code Hearings Officer

WWS:db

#153070

Robert W. Burnell
Pioneer Care Homes
P.O. Box 892
Sherwood, OR 97140
(503) 590-5202
October 11, 1995

Board Clerk
Multnomah County Board of Commisiiioners
1120 SW 5th Avenue
Portland, OR 97204

To Whom It May Concern:

This letter is written exception to the hearings officer's determination and order in the appeal of Robert W. Burnell, Hearing No. 153070, done by Hearings Officer William W. Shatzer. Ms. Jenkins has changed her employment field and life style since the DUII, indicating good judgement and a desire to learn from her past mistakes. Resident family members, co-workers and employers see her in the home daily and have seen no sign of any use of alcohol, let alone abuse of it. I am responsible for the well-being of the five residents of our adult foster home, and I have no fear of leaving them in the hands of Ms. Jenkins. We request that the Board of Commissioners reverse this decision. Thank you.

Sincerely,


Robert W. Burnell

RECEIVED
OCT 16 1995
HEARINGS OFFICE

BOARD OF
COUNTY COMMISSIONERS
1995 OCT 13 PM 2:31
MULTNOMAH COUNTY
OREGON

CERTIFICATE OF MAILING

I hereby certify that on the _____ day of October, 1995, I served the within document by depositing in the United States Post Office at Portland, Oregon, a full, true, and correct copy thereof, by first class mail, with postage prepaid, addressed to the following:

Peter Kastings
City Attorney's Office
Room 315, City Hall
1220 SW Fifth Avenue
Portland, OR 97204
Attorney for Board of
County Commissioners

Robert Burnell
Pioneer Care Homes
P.O. Box 892
Sherwood, OR 97140


Katie Gaetjens

CERTIFICATE OF MAILING

MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138



CITY OF
PORTLAND, OREGON
HEARINGS OFFICE

1120 S.W. 5th Avenue, Room 1017
Portland, Oregon 97204-1960
Elizabeth A. Normand, Land Use Hearings Officer
(503) 823-7719
William W. Shatzer, Code Hearings Officer
(503) 823-7307
FAX (503) 823-4347

I certify that attached hereto is the true and complete record of the appeal of Robert W. Burnell, during the period beginning August 31, 1995, and ending October 20, 1995.

Photocopies of the following documents:

Historical Log prepared October 20, 1995.

Appeal No. 153070, comprised of --

Undated letter Robert W. Burnell to Mary Fassell (received in her office August 17, 1995), July 26, 1995, letter Kathy Wiseman to Burnell, and August, 1995, letter Fassell to William W. Shatzer.

Notification List prepared August 31, 1995.

Notice of Hearing for September 22, 1995, hearing, mailed to the parties September 1, 1995.

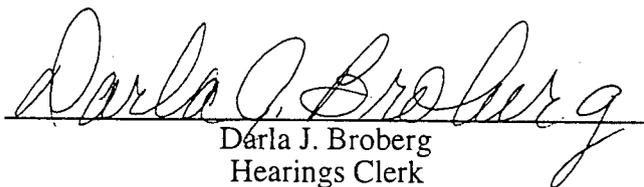
Hearing Record prepared at the September 22, 1995, hearing.

Hearings Officer's Determination and Order mailed to the parties September 26, 1995.

Undated letter to Board of County Commissioners (received in their office October 13, 1995).

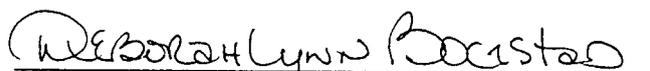
Duplicate of the tape record prepared at the September 22, 1995, hearing.

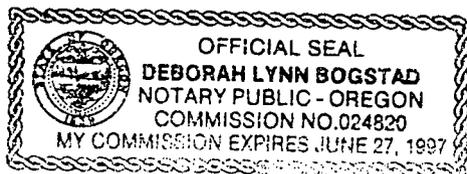
Dated: October 20, 1995


Darla J. Broberg
Hearings Clerk

On October 20, 1995, Darla Broberg appeared before me and did acknowledge that she did execute the foregoing certification in her official capacity as Code Hearings Secretary.

Dated: October 20, 1995


Notary Public
My commission expires 6/27/97



Hearing # 153070

Final Historical Log

Date Prepared: 10/20/95 Time Prepared: 3:10:14 PM

<u>Date Filed</u>	<u>8/31/95</u>	<u>Tapes</u>	<u>YES</u>
<u>Bureau</u>	<u>Multnomah County</u>	<u>City Exhibits</u>	<u>NO</u>
<u>Viol. Type</u>	<u>appeal - adult care home</u>	<u>Resp. Exhibits</u>	<u>NO</u>
<u>Date Closed</u>	<u>10/20/95</u>	<u>CHO Exhibits</u>	<u>NO</u>
<u>Status</u>	<u>sustained</u>	<u>Discussion</u>	
	<u>Tapes and exhibits may be purged on or</u> <u>5/17/96</u>		

Hearings

<u>Date</u>	<u>Time</u>	<u>Purpose</u>	<u>Disposition</u>
9/22/95	9:00:00 AM		Hearing held. Appearances: Phyllis Jenkins and Robert Burnell; Fassell.

Civil Penalties, Liens, Bureau Fees

<u>Control#</u>	<u>DatePosted</u>	<u>Type of fine/fee</u>	<u>Dates:</u>	<u>Imposed</u>	<u>Paid</u>	<u>Liened</u>	<u>Cancelled</u>	<u>Amounts:</u>	<u>Center Code</u>
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Contacts

<u>Date</u>	<u>Key</u>	<u>Comments</u>
8/31/95	appeal tel	Appeal of adult care home sanction filed by Robert W. Burnell via Mary Fassell, Mult. Co. Left message for Mary Fassell of possible dates of 9/14, 15, or 22. She later left message saying all OK for her. DB
9/1/95	notm	Notices mailed. DB
9/1/95	tel hrgs	Per call from Fassell, Burnell told her 9/22 would be best for him. OK with WS. Hearing so scheduled (for 9:00 a.m.). DB
9/25/95	misc	Per WS, 2.5 hours spent on this case. DB
9/26/95	ordm	Order mailed. DB
10/16/95	docr	Deb Bogstad, Mult. Co. Board Clerks' Office, brought in copy of appeal letter from Burnell. They will need copy of our files. DB
10/20/95	closed	Case closed. DB
10/20/95	misc	Prepared copy of our record with tape duplicate and copy certificate for Board Clerk's Office. DB

4/28/93 db

153070

RECEIVED

AUG 17 1995

ADULT CARE HOME

Robert W. Burnell
Pioneer Care Homes
P.O. Box 892
Sherwood, OR 97140
(503) 590-5202
August 15, 1995

Kathy Wiseman
Adult Care Home Program
421 SW 5th, Room 405
Portland, OR 97204

Dear Ms Wiseman:

This is in reply to your letter of July 26, 1995, concerning Phyllis Jenkins, which I received on July 31. We wish to request a hearing since we feel that MS. Jenkins has demonstrated that her past is truly in her past, and that she is on a new path. Washington County has removed one of the arrests from the file since the administrative conference.

Sincerely,



Robert W. Burnell

RECEIVED

AUG 31 1995

HEARINGS OFFICE



153070

MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION (503) 248-3646
ADULT CARE HOME PROGRAM (503) 248-3000
421 SW 5TH, ROOM 405
PORTLAND, OR 97204-2221

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

July 26, 1995

Bob Burnell
10831 Sw 57th Place
Portland, Or 97219

Dear Mr. Burnell,

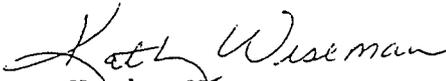
After Careful consideration and a review of the Adult Foster Home Rules, we have determined that Phyllis Jenkins will be denied as a care giver to live or work in your Adult Care Home.

We understand that this may pose some difficulty in making the transition for the residents so we will allow you some time for the transition to occur, however Ms. Jenkins must be out of the home no later than 8/30/95.

Please be advised that the requirement for hiring caregivers is that you have 15 days as a trial period, and during that time you must submit a criminal record for that person. This process eliminates the problem of residents becoming attached to a caregiver who can not be approved.

You have the right to request a hearing before an independent hearings officer. To do so send a written request stating your reasons for a hearing to: Adult Care home Program, 421 SW 5th room 405, Portland, Or 97204. Your request must be received by this office within 20 days after the day you receive this notice. This office's file on your Adult Care Home would automatically become part of the information available to the hearing officer. If you do not request a hearing in that time, this notice will become final.

Sincerely,


Kathy Wiseman
Adult Care home Program

RECEIVED
AUG 31 1995
HEARINGS OFFICE



153070

MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION (503) 248-3646
ADULT CARE HOME PROGRAM (503) 248-3000
FAX: (503) 306-5722
421 SW 5TH, ROOM 405
PORTLAND, OR 97204-2221

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

August 29, 1995

RECEIVED

Mr. William W. Shatzer
Hearings Officer
Portland Building
1120 S.W. Fifth Avenue, Room 1017
Portland, Oregon 97204
B106/1017

AUG 31 1995

HEARINGS OFFICE

Dear Mr. Shatzer:

This office has received a request for a hearing from Mr. Robert W. Burnell. The Adult Care Home Program has denied his application to have Ms. Phyllis Jenkins work as a caregiver in his adult care home in Multnomah County, and Mr. Burnell is appealing our decision. Copies of our letter denying Mr. Burnell's request, and his letter requesting a hearing, are enclosed.

As required by Multnomah County Code 8.90.090, and as a designee of the Director, I am designating you as Hearings Officer in this matter and requesting you to set the time and place for the hearing.

Sincerely,

Mary M. Fassell

Mary M. Fassell, Sanctions Specialist
Multnomah County Adult Care Home Program

Enclosures



M 198

MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION
ADULT CARE HOME PROGRAM
421 S.W. 5TH, RM. 405
PORTLAND, OREGON 97204-2221

POSTAGE
PAID
97204



RECEIVED
AUG 31 1995
HEARINGS OFFICE

MR WILLIAM W SHATZER
HEARINGS OFFICER
PORTLAND BUILDING
1120 SW 5TH AVE, ROOM 1017
PORTLAND OR 97204



Change made: Creating mailing list for appeal case.

Hearing # 153070

Notification List

Date Prepared: 8/31/95

Respondent: Robert W. Burnell
Pioneer Care Homes
P.O. Box 892
Sherwood, OR 97140
(503) 590-5202

City Representative: Mary Fassell
Mult. Co. Adult Care Home Program
421 S.W. 5th Avenue, #405
Portland, OR 97204-2221
248-3000, x 2624

CITY OF PORTLAND -- Code Hearings Office
1120 S.W. 5th Avenue, Room 1017, Portland, OR 97204
(503) 823-7307 / FAX (503) 823-4347

NOTICE OF HEARING -- Appeal Hearing # 153070

Date Mailed: Fri, Sep 1, 1995

Multnomah County

vs.

Robert W. Burnell
Respondent(s) / Appellant(s)

Type of violation or nature of determination: appeal - adult care home facility
Date of exclusion order or other determination: Wednesday, July 26, 1995
Complaint or appeal was filed in the Code
Hearings Office on: Thursday, August 31, 1995
PPB case # (if appropriate):
City / County representative: Mary Fassell
Property:

You are notified that a hearing will be held in the above proceeding on:

Date: Friday, September 22, 1995 Time: 9:00:00 AM
Place: Meeting Room A, second floor of the Portland Building,
1120 S.W. 5th Avenue, Portland, Oregon
Purpose: New case

**ALL REQUESTS FOR POSTPONEMENTS AND CONTINUANCES MUST BE IN WRITING
AND FILED WITH THE CODE HEARINGS OFFICE AT THE ADDRESS AT THE TOP OF
THIS NOTICE.**

This notice has been mailed to the following parties :

Robert W. Burnell Pioneer Care Homes
P.O. Box 892 Sherwood OR 97140

Mary Fassell Mult. Co. Adult Care Home Program
421 S.W. 5th Avenue, #405 Portland OR 97204-2221
Code Hearings Office files

**If you have any questions concerning this proceeding,
please call (503) 823-7307 for further information.**

If you need a sign language interpreter or an FM loop amplifier for this hearing, you may contact Darla Broberg or Ruth York at the Hearings Office, 823-7307, or the City Information TDD, 823-6868.

Please call during business hours AT LEAST TWO BUSINESS DAYS PRIOR to the hearing so arrangements can be made.



CITY OF
PORTLAND, OREGON
HEARINGS OFFICE

1120 S.W. 5th Avenue, Room 1017
Portland, Oregon 97204-1960
Elizabeth A. Normand, Land Use Hearings Officer
(503) 823-7719
William W. Shatzer, Code Hearings Officer
(503) 823-7307
FAX (503) 823-4347

HEARINGS OFFICER'S DETERMINATION AND ORDER

APPEAL OF ROBERT W. BURNELL

HEARING NO. 153070

DATE OF HEARING: September 22, 1995

APPEARANCES:

Ms. Mary Fassell for Multnomah County

Mr. Robert W. Burnell, appellant

HEARINGS OFFICER: Mr. William W. Shatzer

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

This is an appeal from a determination by the Multnomah County Adult Care Home Program denying Mr. Burnell's application to have Phyllis Jenkins certified as a resident manager for Mr. Burnell's adult care facility.

MCAR 890-020-230(a) provides, "Persons who have been convicted of one or more crimes which are substantially related to the qualifications, functions, or duties of ... a manager ... shall be prohibited from operating, working in, or being in an Adult Care Home on a regular basis." MCAR 890-020-230(c) provides, "Such related crimes include ... offenses involving ... alcohol abuse...." After determining that Ms. Jenkins had been convicted of the offense of driving under the influence of intoxicants on March 7, 1994, the Adult Care Program found that this offense was, indeed, an offense involving alcohol abuse and denied Mr. Burnell's application to approve Ms. Jenkins as a resident manager under the above-quoted provisions of MCAR 890-020-230. This appeal followed.

The facts in this proceeding are undisputed. Ms. Jenkins does not dispute the fact of her DUII conviction. Nor does there seem to be any dispute that the offense of DUII is an offense involving "alcohol abuse".

Under these facts, the hearings officer's powers are really quite limited. It is not within the proper exercise of my functions to seek to substitute my judgment for that of the Director nor to second-guess the Director's determinations simply because I might have reached a different decision. Rather, it is only my

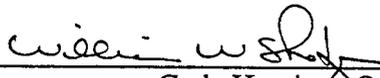
function to ensure that any determinations reached by the Director are authorized by law and are neither arbitrary nor capricious. In view of the clear and mandatory language of MCAR 890-020-230(a), which mandates that persons convicted of "crimes which are substantially related ... **shall** be prohibited" from working in an Adult Care Home, and the language of MCAR 890-020-230(a), which mandates that offenses involving alcohol abuse, such as DUII, are to be considered "related crimes", clearly the Director's determination was authorized by law and was neither arbitrary nor capricious.

Accordingly, the Director's determination must be sustained.

ORDER AND DETERMINATION:

1. The determination of the Multnomah County Adult Care Program dated July 26, 1995, denying the appellant Burnell's application for certification of Phyllis Jenkins as a resident manager is **SUSTAINED**.
2. This order and determination has been mailed to the parties on September 26, 1995 and shall become final on October 16, 1995, unless written exceptions are file with the Board of County Commissioners prior to such date.

Dated: 9-26-95


Code Hearings Officer

WWS:db

#153070

Robert W. Burnell
Pioneer Care Homes
P.O. Box 892
Sherwood, OR 97140
(503) 590-5202
October 11, 1995

Board Clerk
Multnomah County Board of Commissioners
1120 SW 5th Avenue
Portland, OR 97204

To Whom It May Concern:

This letter is written exception to the hearings officer's determination and order in the appeal of Robert W. Burnell, Hearing No. 153070, done by Hearings Officer William W. Shatzer. Ms. Jenkins has changed her employment field and life style since the DUI, indicating good judgement and a desire to learn from her past mistakes. Resident family members, co-workers and employers see her in the home daily and have seen no sign of any use of alcohol, let alone abuse of it. I am responsible for the well-being of the five residents of our adult foster home, and I have no fear of leaving them in the hands of Ms. Jenkins. We request that the Board of Commissioners reverse this decision. Thank you.

Sincerely,



Robert W. Burnell

RECEIVED

OCT 16 1995

HEARINGS OFFICE

BOARD OF
COUNTY COMMISSIONERS
1995 OCT 13 PM 2:31
MULTNOMAH COUNTY
OREGON

Robert W. Burnell
Pioneer Care Homes
P.O. Box 892
Sherwood, OR 97140
(503) 590-5202
October 11, 1995

Board Clerk
Multnomah County Board of Commissioners
1120 SW 5th Avenue
Portland, OR 97204

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This letter is written in exception to the hearing officer's determination and order in the appeal of Robert W. Burnell, Hearing No. 153070, done by Hearing Officer William W. Shatzer. Ms. Jenkins has changed her employment field and life style since the DUII, indicating good judgement and a desire to learn from her past mistakes. Resident family members, co-workers and employers see her in the home daily and have seen no sign of any use of alcohol, let alone abuse of it. I am responsible for the well-being of the five residents of our adult foster home, and I have no fear of leaving them in the hands of Ms. Jenkins. We request that the Board of Commissioners reverse this decision. Thank you.

Sincerely,



Robert W. Burnell

BOARD OF
COUNTY COMMISSIONERS
1995 OCT 13 PM 2:31
MULTNOMAH COUNTY
OREGON

★ cc: City Hearings Office 10/16/95
cc: KATIE GAETJENS } 10/16/95
MARY FASSELL }
cc: PETE KASTING 10/19/95

10/19/95 MR Burnell notified of 10/31/95 HEARINGS/CONSIDERATION

1995 OCT 27 PM 12:30

MULTNOMAH COUNTY

1 HEARING BEFORE THE MULTNOMAH COUNTY ADULT CARE PROGRAM

2 Portland, Oregon

3 September 22, 1995

4
5
6
7
8 BE IT REMEMBERED, that the following is a
9 transcript of the hearing held before the City Hearings
10 Officer regarding the appeal of Robert W. Burnell resulting
11 from a determination of the Multnomah County Adult Care
12 Program denying application for Phyllis Jenkins, an employee
13 of Mr. Burnell. Said hearing took place on September 22,
14 1995, was recorded on audio cassette tape, and thereafter
15 transcribed by Vicki Metz, an Official Court Transcriber for
16 the State of Oregon.

17
18 APPEARANCES

19
20 Ms. Mary Fassell,
21 Attorney at Law,
22 Appearing on behalf of the Multnomah County Adult Care
Program;

23 Mr. Robert Burnell;

24 Ms. Phyllis Jenkins.

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P R O C E E D I N G S

September 22, 1995

HEARINGS OFFICER: All right, this is the time set for hearing in the appeal of Robert W. Burnell, 153.070. This is an appeal from a determination of the Multnomah County Adult Care Home Program denying an application for an employee of Mr. Burnell's, a Phyllis Jenkins.

Present representing Multnomah County is Ms. Mary Fassell; the Appellate Mr. Burnell is present as well as Ms. Jenkins.

Before we get started I'll just identify a couple of documents and make them formally a part of the record. First is a document -- well, it's undated. It's dated as received by Multnomah County as August 17th, 1995, and it's from Mr. Burnell to the Multnomah County Adult Care Home Program; that is the appeal request in this proceeding. Attached to and part of that letter is a letter dated July 26, 1995 from the Multnomah County Adult Care Home Program to Mr. Burnell; that is the administrative determination being appealed from in this proceeding. And finally, a letter to myself from the Multnomah County Adult Care Home Program dated August 29th, 1995, which is the letter authorizing and appointing me to act as hearings officer in this proceeding.

1 For procedures this morning, folks, I'll give
2 both sides a chance to make a brief opening statement if they
3 desire, the County first and then you, Mr. Burnell. You're
4 not required to make an opening statement, but if you desire
5 to do so you'll have an opportunity to do that. After that
6 I'll allow Ms. Fassell to present any evidence or testimony
7 the County may have in this matter and you, of course, will
8 have a chance to cross-examine her or any of her witnesses
9 about their testimony. When the County is done I'll give you
10 an opportunity to present any testimony or witnesses you may
11 desire. Of course, Ms. Fassell will have an opportunity to
12 cross-examine you or any of your witnesses as well if she so
13 desires. So unless we have any procedural questions this
14 morning we can -- all right.

15 All right, Ms. Fassell, do you have anything by
16 way of opening remarks?

17 MS. FASSELL: No, we don't.

18 HEARINGS OFFICER: Okay. Mr. Burnell, anything
19 by way of opening remarks?

20 MR. BURNELL: No.

21 HEARINGS OFFICER: Okay. Ms. Fassell, will you
22 be presenting testimony?

23 MS. FASSELL: I'll be presenting testimony.

24 HEARINGS OFFICER: All right. Put you under
25 oath, please.

1 Do you solemnly swear or affirm the testimony
2 you're about to give in this proceeding will be the truth,
3 the whole truth and nothing but the truth?

4 MS. FASSELL: Yes, I do.

5 HEARINGS OFFICER: All right.

6 MS. FASSELL: Okay. I'm the sanction specialist
7 of the Adult Care Home Program, so as such I help make
8 decisions regarding whether persons who have criminal records
9 are allowed to work in adult care homes.

10 And Mr. Burnell is a licensed operator under the
11 Adult Care Home Program for Multnomah County to operate his
12 adult care home in Multnomah County. And he has submitted to
13 Multnomah County Program -- Adult Care Program a request --
14 an authorization for a criminal record check for a resident
15 manager, Phyllis Jenkins, under the requirements of the rules
16 for adult care homes.

17 And Mrs. Jenkins' adult -- criminal record
18 revealed that she has an arrest for Driving Under the
19 Influence of Intoxicants for December 11th, '93; she was
20 arrested for Driving Under the Influence of Intoxicants on
21 November 16th of '93, leading to conviction on March 7th, '94
22 for Driving Under the Influence of Intoxicants; and she was
23 arrested for Driving Under the Influence of Intoxicants on
24 January 27th, '89 with adjudication withheld because of
25 diversion. And she was also arrested for Arson of the First

1 Degree on October 7th of '82.

2 Based on her criminal record the licensing agent
3 for the home, Kathy Wiseman denied Ms. Jenkins the right to
4 work as a resident manager in the home and Mr. Burnell
5 requested an administrative conference. And we had an
6 administrative conference on January -- I mean July 21st in
7 our offices with Ms. Jenkins and Mr. Burnell and our program
8 manager, as required under Section I of the Criminal History
9 Section here, 020.230.

10 And at that administrative conference Ms. Jenkins
11 indicated that her December '93 arrest had been dismissed.
12 It was an arrest because she refused to take a breath test,
13 but the charges were later dismissed. She indicated for the
14 November '93 arrest she had just completed diversion for that
15 as of June '95.

16 Again, the Adult Care Home Program denied her
17 permission to work in the home, as per that letter you
18 already mentioned, and the denial is based on the Multnomah
19 County Administrative Rule 020.230 indicating that people who
20 have been convicted of a crime listed, and one of those is
21 offenses involving narcotics, alcohol abuse and dangerous
22 drugs are not permitted to live or work in an adult care home
23 program because that -- those crimes are substantially
24 related to qualifications of the caregiver.

25 And the other reason that we based it on -- the

1 denial on was that she's had three arrests in the last six
2 years for Driving Under the Influence and twice has gone
3 through diversion and we recommended that she have a clean
4 and sober record for two years because -- before working in
5 an adult care home -- because if a person is driving drunk
6 it's a highly likelihood of them also being under the
7 influence in the home and we can't have -- because --
8 especially a resident manager is home alone with the
9 residents who are vulnerable, we can't have people abusing
10 alcohol in the home; it's jeopardizing people's safety.

11 And this is under the Multnomah County
12 Administrative Rule 020.220(b) and (c) which indicates that
13 operators and resident managers have to have good judgment
14 and ability and good personal character as determined by the
15 Department, and we determined that people with this kind of
16 record doesn't reflect a good judgment.

17 That's all I have to say.

18 HEARINGS OFFICER: You didn't prepare anything
19 written for me?

20 MS. FASSELL: No.

21 HEARINGS OFFICER: Okay.

22 Mr. Burnell, do you have questions for
23 Ms. Fassell?

24 MR. BURNELL: I --

25 HEARINGS OFFICER: Yeah, go ahead.

1 MR. BURNELL: Just one, I guess, on the -- You
2 said the decision included a person ought to be clean for two
3 years, or she specifically ought to be clean for two years?

4 MS. FASSELL: That was our recommendation.

5 MR. BURNELL: Right. Was that from the last
6 conviction or the last arrest or -- or what would that be?

7 MS. FASSELL: I think we were basing that on
8 from -- since she'd just completed diversion when she came
9 into our office it indicated June of '95 -- June of '95.
10 Okay, since you've completed diversion, we'll recommend two
11 years from now, because we were talking in July of '95.

12 MR. BURNELL: That's all.

13 HEARINGS OFFICER: Okay, what are -- Go through
14 those -- I was hoping I was going to have something from you.

15 MS. FASSELL: I'm sorry.

16 HEARINGS OFFICER: Do you want to go through
17 those dates again?

18 MS. FASSELL: Okay.

19 HEARINGS OFFICER: First there was something back
20 in 1982 -- I assume that didn't form a basis for that
21 decision.

22 MS. FASSELL: No, it did not. I just included
23 that for the record. So --

24 HEARINGS OFFICER: Okay.

25 MS. FASSELL: -- you want me to start from the

1 last -- the oldest?

2 HEARINGS OFFICER: I don't care. Whichever way
3 is convenient for you.

4 MS. FASSELL: Okay. Well, I'd started from the
5 beginning. So the most recent was an arrest in December
6 11th, '93. That's for DUII.

7 HEARINGS OFFICER: Okay, that was -- that was
8 12-11-93?

9 MS. FASSELL: Yeah.

10 HEARINGS OFFICER: Okay, and what was the
11 resolution of that one?

12 MS. FASSELL: And she indicated that -- that --
13 that had been dismissed.

14 HEARINGS OFFICER: Dismissed. And you have no
15 in -- no information to the -- to the contrary?

16 MS. FASSELL: No. It just doesn't show up on her
17 record and --

18 HEARINGS OFFICER: I beg your pardon?

19 MS. FASSELL: It -- it doesn't show up on the
20 criminal record printout that the County receives through the
21 State --

22 HEARINGS OFFICER: This was a voluntary
23 disclosure on her -- her part?

24 MS. FASSELL: Yes.

25 HEARINGS OFFICER: Okay. And it was --

1 ultimately we don't know what happened to it, but --

2 MS. FASSELL: We don't know.

3 HEARINGS OFFICER: -- did not result --

4 MS. FASSELL: But we --

5 HEARINGS OFFICER: -- did not --

6 MS. FASSELL: -- but we figure, the County
7 figures that if it's nothing -- if it's -- if it's in '93 and
8 there's nothing showing since then that that's probably true.

9 HEARINGS OFFICER: Probably is -- is true or --
10 or -- or no charges were filed or something.

11 MS. FASSELL: Exactly.

12 HEARINGS OFFICER: Okay. Okay, that's the most
13 recent one and we'll put an asterisk by that one because that
14 one doesn't count, because we don't know that it actually
15 involved any -- any offense. So, all right.

16 MS. FASSELL: Well, she indicated to us that she
17 had refused a breath test --

18 HEARINGS OFFICER: Okay.

19 MS. FASSELL: -- but that she'd been arrested,
20 but refused a breath test, but later charges have been
21 dismissed.

22 HEARINGS OFFICER: Okay. And then prior to
23 that --

24 MS. FASSELL: And then prior to that in November
25 16th of '93, arrest for DUII.

1 HEARINGS OFFICER: Okay, and that was the one
2 that --

3 MS. FASSELL: And a conviction --

4 HEARINGS OFFICER: That was the one that resulted
5 in -- in a diversion agreement or a conviction?

6 MS. FASSELL: A conviction of Misdemeanor Driving
7 Under the Influence, conviction dated March 7th, '94, \$800
8 fine, two days in jail, two years probation.

9 HEARINGS OFFICER: Okay. So that one -- that one
10 has been within the last two years. Okay.

11 MS. FASSELL: M-hm.

12 HEARINGS OFFICER: And prior to that we had?

13 MS. FASSELL: February 27th, '89.

14 HEARINGS OFFICER: '89. And that was a DUII
15 again?

16 MS. FASSELL: Yeah.

17 HEARINGS OFFICER: And that resulted --

18 MS. FASSELL: And the criminal record indicates
19 that adjudication has been withheld.

20 HEARINGS OFFICER: And that one resulted in
21 diversion?

22 MS. FASSELL: Diversion.

23 HEARINGS OFFICER: And apparently the diversion
24 was -- was successfully completed because the adjudication
25 continues to be withheld --

1 MS. FASSELL: Exactly. And the date of the
2 criminal record check is June of '95. So as of June of '95
3 it's still withheld.

4 HEARINGS OFFICER: Okay. So we've got -- well,
5 do we have a -- do we have -- do we have an indication about
6 whether the -- whether the March 7th '94 conviction -- was
7 that a -- was that a plea or a trial?

8 MS. FASSELL: It doesn't say. It says
9 conviction, Misdemeanor Driving Under the Influence of
10 Intoxicants, \$800 fine, two days jail, two years probation.

11 HEARINGS OFFICER: Okay. Well, that may be what
12 happened to the -- happened to the November -- or I'm
13 sorry -- the December arrest is it may have been folded up
14 into the March --

15 MS. FASSELL: Well, it indicates two separate
16 arrests.

17 HEARINGS OFFICER: Well, I know that, but what
18 I'm saying is, is that --

19 MS. FASSELL: Oh, I see what you're saying.

20 HEARINGS OFFICER: -- is that often one charge is
21 dismissed in exchange for the -- exchange for the plea on the
22 other one. And seeing as how the March 7th, 1994 conviction
23 is several months after the arrest it's -- could happen to it
24 there. Okay.

25 Any further questions for Ms. Fassell? None.

1 Okay.

2 Mr. Burnell, are you going to be presenting
3 testimony yourself or --

4 MR. BURNELL: Yes, sir.

5 HEARINGS OFFICER: -- or --

6 MR. BURNELL: And so will Ms. Jenkins.

7 HEARINGS OFFICER: Ms. Jenkins? Okay. We'll put
8 you both under oath, if I could, please.

9 Do you both solemnly swear or affirm the
10 testimony you're about to give in this proceeding will be the
11 truth, the whole truth and nothing but the truth?

12 MR. BURNELL: I do.

13 MS. JENKINS: I do.

14 THE COURT: Okay, Mr. Jenkins (sic), go ahead.

15 MR. BURNELL: Could I start?

16 MS. JENKINS: Burnell.

17 HEARINGS OFFICER: Whoever wishes. Yes. However
18 you want to do it.

19 MR. BURNELL: My wife and I have been in foster
20 care going on six years. And one of the reasons we got into
21 it was we were looking for solutions for my parents. And so
22 we got into it because we weren't completely satisfied with
23 some of the solutions we saw, including foster care. And
24 we've been trying to keep good homes, good foster homes that
25 we would want to put our own parents in. And so we are

1 interested in the welfare of the elderly who are in these
2 homes, believe me.

3 I am also active at a state level in trying to
4 promote education and information among caregivers to improve
5 the quality of care throughout the state. And in that
6 position I've had numerous chances to work with both
7 Multnomah and Washington Counties, and to encounter
8 organizations such as Oregon Fair Share and others who are
9 interested in the welfare of the elderly. So I have some
10 grasp of the -- the pressures that the licensor are under to
11 enforce the rules and to not let any bad apples stay in the
12 business or to come into the business.

13 What I'm afraid of is -- in this case is that
14 we're not getting rid of really a bad apple but we're
15 throwing one of the good apples in there, too. And I've seen
16 a lot of caregivers, and I have confidence in her ability to
17 do it right and not harm the residents. And I will say that
18 because of the ongoing process -- and I've seen her at work
19 for several months. I've talked to relief caregivers who've
20 come in and see her come onto the job from her free time, and
21 see her go off of the job, numerous families, and we have
22 some families who visit every day, and residents, and never
23 heard anything about alcohol or bad behavior. And that's the
24 main reason that I want to go to bat for her here. So we
25 went through the process Ms. Fassell has described.

1 The arson thing, Phyllis worked on her own to get
2 that removed, talking to people down in Salem and out in
3 Washington County and -- I believe it was Washington County.
4 She can tell you more details about that. So although that
5 was on the record it -- it shouldn't apply anymore.

6 And then the diversions, I think I have some
7 experience with that, too. I have another caregiver who at
8 the age of about 22 was arrested for a DUII, went through the
9 diversion program, and she also happens to be my daughter, so
10 I know the -- that happened about six years ago -- the pain
11 and cost the person goes through to go through one of those
12 programs. And it worked with my daughter. She was married
13 in August and toasted with sparkling cider rather than
14 champagne; that's how seriously she took it. And so I'm glad
15 that she's had a second chance. And she's, like I say,
16 working as a resident manager in Washington County and has
17 for two years and she did relief before that, and I now she's
18 straight because I see her all the time and, of course she's
19 our daughter.

20 I think Phyllis is too, so I think it would be a
21 mistake to lose her and I -- I think -- you know, the initial
22 list of charges has really diminished and I think maybe the
23 two years, if that were to be applied, ought to be from the
24 last arrest, which would be almost two years ago. And I -- I
25 would rather that the decision were changed as far as not

1 being able to use her as a foster care provider. That's all
2 I have.

3 HEARINGS OFFICER: Ms. Fassell, questions?

4 MS. FASSELL: No, I don't have any questions.

5 HEARINGS OFFICER: All right, Ms. Jenkins, you
6 want to give some testimony?

7 MS. JENKINS: Well, I -- I think I can -- of
8 course it's just my word, but I think I can straighten the --
9 the questions out about the arrest -- the December arrest
10 that was dismissed. It was dismissed because it was -- there
11 was a question of harassment. And that's the reason I had
12 refused a breathalyzer; I had been harassed since my arrest
13 in -- in November. And I talked to the judge about it.
14 There was no trade off; it was just -- this was a question I
15 had and at that time he saw fit just to -- to dismiss the
16 charges and I -- I believe my attorney at the time had also
17 talked to him.

18 The arson charge was something that I was
19 arrested for on -- they arrested me according to someone
20 else's word at the time and -- and it was a nighttime thing.
21 The next morning they had enough evidence that they --
22 obviously it wasn't me, and I was released. And that was
23 dismissed; it was not taken off my record, though, until
24 after. I didn't realize it was on there, and then after the
25 hearing -- or the conference we had I found out it was on

1 there and we took care of it. And it -- it is off the record
2 now.

3 I haven't drank since 1993 -- since my arrest in
4 1993. I've been in the adult foster care system for
5 Multnomah and Washington County now for just a little over a
6 year, and I haven't had any problems. I have a lot of
7 support from family members and a lot of the residents. A
8 lot of the residents know what's going on. Most of mine do.
9 And I have a lot of support from them and some of the
10 professional people that come in. Our -- our home health
11 nurse comes once a month and -- and she agrees with me it
12 would be really bad to take me out of the home. I get along
13 really well with the people. I do a good job. I treat them
14 as if they were my own. I treat the home as if it were my
15 home. And I think I'm pretty good at it, too.

16 HEARINGS OFFICER: Ms. Fassell, any questions?

17 MS. FASSELL: No.

18 HEARINGS OFFICER: Ms. Jenkins, why don't you
19 tell me why the -- why the first diversion from '89 didn't --
20 didn't work and -- and why it's different this time.

21 MS. JENKINS: Okay. So basically it did work.

22 I -- I was a bartender and bar manager for many
23 years, and I know better. You know, it was something that I
24 just never did on a regular basis. I just -- it was just
25 against how I felt about being a responsible server and

1 sending someone out into their car. And it was something I
2 just never did myself. And both arrests were in a very small
3 town, and they have a reputation there. They're right on the
4 ball; they sit right outside the bars and -- and -- and a
5 person knows better. And I -- I definitely knew better. I
6 just --

7 Without going into detail, the arrest in November
8 of '93 was a setup and -- and it was entrapment which you
9 can't -- you know, there's nothing you can do, and -- and
10 yes, I had been drinking and that's why -- and there was no
11 plea bargaining there. I just -- I -- in front of the judge,
12 I just pled no contest; there was nothing to contest. But I
13 was set up and they were ready for me.

14 MR. BURNELL: Sir, could I --

15 HEARINGS OFFICER: Yeah, when Ms. Jenkins is
16 done.

17 I'm going to -- you know, set up or not, you do
18 have to admit it -- it displays poor judgment and a -- and a
19 degree of irresponsibility on your part to -- to get behind
20 the wheel of a motor vehicle knowing you had too much to
21 drink, whether you're set up or -- or not. Doesn't -- and I
22 think that's what causes Ms. Fassell concern, is that the
23 record -- you know, whether you were caught in a trap or --
24 or what, but it -- it -- it shows -- it shows poor judgment
25 to get -- it shows poor judgement, at best, to get behind the

1 wheel of a -- of a motor -- motor vehicle knowing you've had
2 too much to drink. It can also be evidence of an underlying
3 alcohol problem which -- which can be even more serious. But
4 at the worst, assuming you're a social drinker, as opposed to
5 having an alcoholic problem, it does demonstrate poor
6 judgment and irresponsibility.

7 MS. JENKINS: I agree. I -- I will tell you --
8 and again, it's not a good excuse; there is no good excuse.
9 But when -- my ex -- my ex-husband had called the police, and
10 I didn't know it, and he's the one that gave me the drinks.
11 And that's okay because I drank -- I mean, he didn't pour
12 them down my throat or anything.

13 But when I -- I was very unaware that he had
14 called the police. I had just left him that day and he had
15 called me and asked me to come talk to him, so I did. And
16 while I was out of the room he called the police and said I
17 was an unwelcome intruder. They came, they told me I had to
18 leave. So I went outside and I sat on the curb. You know,
19 I -- I -- you know, I knew that they knew that I had been
20 drinking; I told them I had -- had been drinking. But they
21 told me I had to leave, so I kind of sat out on the curb
22 because I didn't want to get in my car, I didn't want to be
23 arrested. And they left, and I thought well, I'll wait a
24 little while and -- and I realized at that .08 and over is
25 considered legally intoxicated. I was a .11. I felt like I

1 was able to drive, but I knew better than -- than to drive
2 while I was drinking.

3 It was raining. I sat out there. I wasn't
4 allowed to use the phone to call a cab. And like I said, I
5 waited maybe a half hour and I got in my car and I left, and
6 they were waiting for me. There was only one way out of that
7 complex. And I just -- I did what I thought I had to do.

8 HEARINGS OFFICER: Okay. Thank you.

9 Yeah, Mr. Burnell, you had something you wanted
10 to add?

11 MR. BURNELL: I just wanted to bring out that I
12 think she's tried to change her lifestyle, and gone into a
13 different line of work completely.

14 HEARINGS OFFICER: Yeah, it's -- it's better not
15 to be a bartender; you're right.

16 MR. BURNELL: Right.

17 HEARINGS OFFICER: Ms. Fassell any -- any
18 additional questions for Mr. Burnell or -- or Ms. Jenkins?

19 MS. FASSELL: No. But I'd like to say something
20 more.

21 HEARINGS OFFICER: Sure.

22 MS. FASSELL: The -- the County can't be checking
23 up on each person's story, on each person in the home, and we
24 just don't have the time, eyes and ears to do that. We have
25 to pretty much go by what the record is and what the -- the

1 rules are.

2 And I know that we have an experience with a
3 prior provider's boyfriend who had gone through diversion
4 twice, and we allowed him to stay in the home, and the third
5 time he hit and killed somebody. So --

6 HEARINGS OFFICER: One of your people?

7 MS. FASSELL: It was an elderly lady, but wasn't
8 one of our people. Not that that makes any difference.

9 But the point is, he --

10 HEARINGS OFFICER: Well, right, but --

11 MS. FASSELL: -- he got behind the wheel of a car
12 and did it a third time, and the third time he ended up with
13 a manslaughter conviction. Now he's in prison.

14 HEARINGS OFFICER: Yeah, but in -- Sure. But
15 if -- Okay, but he didn't harm any of the -- any of the
16 residents in the home. He -- he would have done that,
17 presumably, whether or not you allowed him permission to be
18 in the home.

19 MS. FASSELL: Well, it -- it -- but it just
20 indicates that just because people take diversion, we do not
21 see that that is a clean record, and that means that from
22 then on they definitely are no longer going to take any more
23 alcohol. That's why we recommended to her that since her
24 last diversion that she have a clean and sober record for two
25 years and indicate in reality what she's saying in words.

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HEARINGS OFFICER: M-hm.

MS. FASSELL: And I will say we have had one complaint of -- it actually happened the same day that we had the administrative conference -- of her being intoxicated in the home and dropping pills -- what was it -- something about dropping pills and smelling of alcohol. And unfortunately all we have done to -- to check that out is go the day we got the complaint, which was the day after the person said they saw this, and at that point she wasn't -- no indications of that.

Due to employee turnover in our office it was -- it got dropped behind the -- between the cracks and nobody has done any report on it; it's still sitting there. So it will probably be an unable-to-substantiate, meaning one person's word against another.

MS. JENKINS: Do I get to know who my accuser is?

MS. FASSELL: No, I'm sorry --

HEARINGS OFFICER: Oh, no.

MS. FASSELL: -- you don't.

MS. JENKINS: That's absurd.

MS. FASSELL: Well, that's --

HEARINGS OFFICER: Well, look, I'm --

MS. FASSELL: The rules indicate that people who have these convictions cannot be allowed in the home. And as Ms. Jenkins says, it indicates poor judgment and

1 irresponsibility.

2 HEARINGS OFFICER: Well, it does. You know, I
3 don't think -- I don't think the DUI's fall into the
4 Subsection C man -- mandatory --

5 MS. FASSELL: Driving Under the Influence?

6 HEARINGS OFFICER: Right.

7 MS. FASSELL: Offenses involving alcohol?

8 HEARINGS OFFICER: Alcohol abuse, yeah. I mean,
9 I -- I think we're -- I think we're talking about something
10 else there.

11 MS. FASSELL: You don't think drinking while
12 you're driving is an alcohol -- I mean driving while
13 you're -- have alcohol on your --

14 HEARINGS OFFICER: It's not necess -- it's not
15 necessarily the abuse of alcohol, if you understand -- if you
16 understand what I'm saying. The -- the - and I -- I may have
17 to just think about this awhile, but -- In other words,
18 getting intoxicated once or twice or even 15 times in your
19 life is not, quote, "the abuse of alcohol." It's not very
20 smart, I suppose, but having -- in all honesty having to
21 admit it has happened to me once or twice in my younger
22 stupid days I -- you know, I -- I think we're talking --

23 MS. FASSELL: I think the public would disagree
24 with you.

25 HEARINGS OFFICER: Well, all right, they may.

1 MR. BURNELL: Well, I'm part of the public, and I
2 agree wholeheartedly. When I was young and stupid I should
3 have been caught a couple of times.

4 MS. FASSELL: But -- but the thing is, you --

5 HEARINGS OFFICER: Well, I -- I didn't -- I
6 didn't drive cars but, you know, I wasn't that -- I wasn't
7 that stupid, but I -- I was --

8 MS. FASSELL: Well --

9 HEARINGS OFFICER: -- You know, so I -- I
10 guess -- you know, the --

11 MS. FASSELL: Like I said --

12 HEARINGS OFFICER: I mean, it's not -- not -- not
13 the same. It's not - not the same. We -- we -- we say
14 you -- you -- we say you -- you can't - you can't shoot --
15 shoot heroin and -- under any circumstances, period. And
16 whether you get behind a car -- car wheel or not you're
17 still -- you're still -- you're still in violation. Alcohol
18 is, unfortunately or fortunately, however you want to look at
19 it from a societal standpoint, a different problem. We say
20 you can drink all you want; there's some things you can't do
21 after you've done it.

22 MS. FASSELL: Well, I think that's real clear
23 that alcohol -- driving while you have -- have a certain --

24 HEARINGS OFFICER: Yeah, I'm not --

25 MS. FASSELL: -- level of alcohol in your blood

1 is --

2 HEARINGS OFFICER: -- I'm not -- Yeah, I'm not
3 sure. I'm not sure. I'm not sure. I'm not sure.

4 MS. FASSELL: In any --

5 HEARINGS OFFICER I mean, I'm wondering if you --
6 I mean, you know, if you're -- if you're -- if you're -- if
7 you're treating this as a Subsection C, mandatory
8 disqualification offense, Ms. Fassell, then your suggestion
9 that she be clean and sober for two years is silly because we
10 go -- go back over to J, we've got to be clean and sober for
11 ten years if it's a mandatory offense before you even --
12 before you even have discretionary -- discretionary
13 authority.

14 MS. FASSELL: Well, you're right. That part of
15 the rule would also come into play.

16 HEARINGS OFFICER: Yeah. Yeah, and I -- and --

17 MS. FASSELL: But we -- in order to -- you know,
18 even started talking with her, I remember at the time she was
19 saying something about she could get these charges dismissed
20 after a certain amount of time --

21 HEARINGS OFFICER: Yeah.

22 MS. FASSELL: -- and that was something beyond
23 our scope. I don't know when you can get them dismissed or
24 taken off your record.

25 HEARINGS OFFICER: Yeah. Well, I think if

1 they're misdemeanors, what is it? I -- I think that's where
2 your ten years comes from is that you can get misdemeanors
3 removed after --

4 MS. FASSELL: Is that right?

5 HEARINGS OFFICER: -- after ten years, and so --

6 MS. FASSELL: Okay.

7 HEARINGS OFFICER: -- I think that's probably why
8 you selected ten years because after ten years if they
9 haven't had any -- any reoccurrences of offenses you can
10 petition the court to have the misdemeanor record expunged,
11 so --

12 MS. FASSELL: H-m-m. Well I know it's some
13 period, but I don't know what the period is.

14 HEARINGS OFFICER: So -- but any -- but anyway --
15 but -- but -- I mean, if D -- if DUII is a Subsection C
16 offense then we're not talking about two years; we're talking
17 about ten years, unless -- unless you -- unless Ms. Jenkins
18 moves for a -- for a rule waiver to the director. So I -- I
19 don't know, I'm just wondering if anybody explored creative
20 alternatives to -- to -- to --

21 Let -- let -- let me ask you this, Ms. --
22 Ms. Fassell. Assuming we were -- we were treating this as a
23 discretionary rather than a man -- rather than a mandatory,
24 would it be the alcohol abuse or the -- or the alcohol use
25 and driving that -- that gave you -- gave you the concern, or

1 would it be the -- be the underlying poor judgment, or both?

2 MS. FASSELL: Well, I think it's both.

3 HEARINGS OFFICER: And now --

4 MS. FASSELL: I mean, obviously somebody who --
5 who has done that and -- and seems to have done it on a more-
6 than-once basis, indicates poor judgment and -- and we can't,
7 like I said, be in the home. We can't record what's going on
8 all the time.

9 HEARINGS OFFICER: Right.

10 MS. FASSELL: We have to make sure that they at
11 least have outside indicators that they have good judgment.

12 HEARINGS OFFICER: Well, I mean I was -- I was
13 wondering if along the lines that if -- if -- if Mr. Burnell
14 was -- was -- was willing to undertake the -- the cost and
15 the expense of establishing an Antabuse treatment or -- or --
16 or random -- random checks or things like this, whether that
17 would be -- whether that would be an approach that might
18 alleviate your concerns about alcohol abuse. But I was
19 wondering if you'd say well, you still have the underlying
20 poor judgment or --

21 MS. FASSELL: Exactly.

22 HEARINGS OFFICER: Yeah. And you would -- you
23 would have no desire under any circumstances to -- to take --
24 take another look at this?

25 MS. FASSELL: To what?

1 HEARINGS OFFICER: To take another look at this.

2 MS. FASSELL: I think I can speak for our office.
3 No, we wouldn't. We've made a decision; we've gone through
4 an administrative conference. Our feeling is fresh in our
5 minds about the fellow who killed the lady, that people with
6 alcohol problems don't necessarily do what they say they're
7 going -- They have great intentions, and we hear lots of
8 stories of great intentions, but we want to have a better
9 record than that. And -- and there's that -- who knows what
10 else they could be doing, that judgment factor.

11 HEARINGS OFFICER: Yeah. All right.

12 You folks have anything you'd like to add?
13 Anything by way of closing statements?

14 MS. FASSELL: No.

15 MS. JENKINS: I would be willing to absorb the
16 cost of random urinalysis any time.

17 MR. BURNELL: Yeah, I would, too.

18 MR. FASSELL: We considered that and we felt that
19 that -- like you said -- didn't cover the -- the times when
20 she wasn't taking the random urinalysis and the judgment
21 problems.

22 HEARINGS OFFICER: Well, if it's truly random it
23 should -- it should -- it should cover it fairly -- fairly
24 well because if you're -- if you slip and go back on alcohol
25 the random's going to -- random's going to pick it up and --

1 and it's going to get caught, you know. I don't know.

2 It -- it seems like a harsh result to me, Ms. --
3 Ms. Fassell. That's the only thing I'm -- I'm saying,
4 especially as Mr. -- Mr. Burnell seems to think that Ms. --
5 Ms. Jenkins is a -- is a employee that is -- is worthwhile
6 keeping and is -- and is --

7 MS. FASSELL: I guess --

8 HEARINGS OFFICER: -- -- good -- good at -- I
9 guess -- What is Mr. Burnell's record?

10 MS FASSELL: I don't know; I don't have it here
11 with me.

12 MR. BURNELL: What do you mean "record?" Abuse
13 or complaints, things like that?

14 HEARINGS OFFICER: Yeah.

15 MR. BURNELL: We have none --

16 HEARINGS OFFICER: Zero.

17 MR. BURNELL: -- except this one she's talking
18 about.

19 HEARINGS OFFICER: Zero. How many -- and how
20 many -- how many residents do you care for?

21 MR. BURNELL: Five.

22 MS. JENKINS: Per home.

23 HEARINGS OFFICER: Yeah.

24 MS. FASSELL: But what -- I -- I would also like
25 to say that --

1 HEARINGS OFFICER: You know, I guess maybe the
2 problem is, Ms. -- Ms. Fassell is -- is you know -- you
3 know -- you know what I get to see in -- in -- in caregiver
4 situations. They're the ones that you've taken disciplinary
5 action on. And you come in here and you parade through your
6 social workers with their -- with their parade of -- of large
7 and small horror stories and I have to make some decision
8 about -- about, you know, what -- what you've done.

9 And I'm looking -- I'm looking at all cases in --
10 in care -- care givers who are -- who range between horrible
11 and marginal. I mean, right? The -- the -- the excellent
12 and outstanding and good and capable ones I don't get to see.
13 I get to see between horrible and -- and marginal, are the
14 only ones that you bring in here. And now, you know, what
15 I'm -- and -- and maybe I have a distorted view of the
16 situation but it does seem to me that when you have capable
17 people and we should make an effort to -- to keep them. But
18 I -- I lack philosophic -- that's not my job. My job is to
19 make legal -- legal decisions.

20 MS. FASSELL: I -- I will say one other thing. I
21 wasn't going to bring this up but I -- I think it's
22 appropriate in this case, is that we were audited last
23 year because of com -- well, anyway, we were audited by the
24 audit -- the county auditors. And they indicated at the time
25 that we had allowed too many people with criminal records in

1 work -- to be working in the home. One of the instances that
2 they specifically brought up in their report was this
3 instance where we allowed this operator's boyfriend to remain
4 in the home after two DUI's and two diversions, and he ended
5 up with a manslaughter charge.

6 And it was specifically told to us by the people
7 whose job it is to audit our program and tell us what we're
8 doing wrong that we were wrong in that case, and that we
9 needed to strengthen and tighten up the criminal record --
10 the people -- excluding people with criminal records from our
11 program.

12 Since then we have instituted a policy that we
13 are strictly going by the guidelines in this -- in the
14 criminal record section of the rules, and that people with
15 these crimes -- and we consider DUI's to indicate -- like
16 they had indicated to us, alcohol abuse, to -- to not be
17 allowed in the home. And that means living or working in it.
18 That's our new policy based on the audit recommendations.

19 HEARINGS OFFICER: Well, that may -- that may
20 protect you folks from -- from -- from future criticism by
21 the -- by the -- by the auditor. I think -- I think it is
22 not a -- you know, I don't -- I think it not a substitute
23 for -- for considering situations on their individual basis
24 without speaking to this particular case, but -- but
25 considering situations on their individual basis and -- and

1 being able to justify fully either a positive or a negative
2 decision. And, you know, I suspect the story with this
3 fellow that you relate to me is not that there was any reason
4 to consideration of his particular situation and an
5 enumeration of the -- of the reasons why it was worthwhile,
6 allowing this person to remain in the -- remain working in
7 the home, but rather that we just overlooked two -- two
8 DUII --

9 MS. FASSELL: Oh, no, it wasn't.

10 HEARINGS OFFICER: It was, you didn't --

11 MS. FASSELL: The operator specifically said I
12 want my boyfriend in the home and --

13 HEARINGS OFFICER: Right.

14 MS. FASSELL: -- he -- and she argued and argued
15 over it --

16 HEARINGS OFFICER: Yeah.

17 MS. FASSELL: -- and she said he's not caring for
18 anybody; he's just there mowing the lawn and fixing the light
19 bulbs.

20 HEARINGS OFFICER: All right. Well, that's --
21 all right.

22 Here's my -- I'll give you a -- a written
23 determination on this, folks. Here's -- here's my -- here's
24 my dilemma, Mr. Burnell, is -- is my job here is to -- to
25 overrule the County if I find that they have not followed the

1 rules or have engaged in abuse of -- of discretion.

2 Clearly there's no abuse of discretion. If I
3 were the -- if I were the administrator I may, indeed, have
4 made a different decision in Ms. Jenkins' case than the one
5 the county administrator made in this particular case. But
6 my job is not to -- not to substitute my judgment for hers or
7 to play the job of the administrator. My job is to make sure
8 that her determination falls somewhere within the ambit of
9 reasonable and logical outcomes.

10 And in this particular case, given the language
11 of the rules and given the underlying purposes of the rules
12 relating to -- to -- to criminal -- criminal background
13 and -- and past violations I cannot say that -- that her
14 decision, while it is not necessary one I would have
15 adopted -- and listening to me today you probably get the
16 feeling that probably is not one I would have adopted -- but
17 nonetheless I cannot say it does not fall within the --
18 within the ambit of a reasonable -- a reasonable
19 determination under the rules that are -- that are issued.

20 So I -- I am, with a degree of reluctance, but
21 nonetheless I am going to uphold the -- the administrator's
22 decision. I will issue a written -- written determination
23 and findings to that effect and I'll try and get a copy out
24 of that -- out on that as soon as possible. I am sort of
25 backed up so it may be a week or so before I actually get a

1 written -- written determination out. But rather than --
2 rather than leave you folks hanging until I can get a -- a
3 written determination out I thought I'd tell you what I'm
4 going to do right now.

5 You do have a right to appeal to both the -- the
6 County Board of Commissioners and to -- and the Court if you
7 so desire.

8 All right, thank you all very much.

9 MS. FASSELL: Thank you.

10 (Proceedings concluded.)

11 * * *

NOV 09 1995

Meeting Date: ~~NOV 02 1995~~
Agenda No. : AS R-3

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

AGENDA PLACEMENT FORM

SUBJECT: Ordinance

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: 11/2/95
Amount of Time Needed: 5 Minutes

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Chair Beverly Stein TELEPHONE: 248-3308
BLDG/ROOM: 106/1515

PERSON(S) MAKING PRESENTATION: Chair Stein, Peter Ozanne

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

An ORDINANCE establishing a Local Public Safety Coordinating Council as required by state law, and substituting the Coordinating Council for certain other advisory entities.

SIGNATURES REQUIRED: 11/9/95 COPIES TO PETER OZANNE & DELMA FARRELL
11/14/95 COPIES TO ORDINANCE DISTRIBUTION LIST
11/13/95 COVER LETTER & ORDINANCE TO MAYORS, DA, SHERIFF, CHAIR,
PETER OZANNE, LARRY KRESSEL, PRESIDING JUDGE & METROPOLITAN PUBLIC DEFENDER

ELECTED OFFICIAL: Beverly Stein

OR

MANAGER: _____

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

CLERK OF COUNTY BOARD
1995 OCT 26 PM 12:35
MULTIPLIPLY COUNTY
OREGON

ORDINANCE FACT SHEET

Ordinance Title:

An Ordinance establishing a Local Public Safety Coordinating Council as required by state law and substituting the coordinating council for certain other advisory entities.

Give a brief statement of the purpose of the ordinance including rationale for adoption, description of persons benefited, alternatives explored:

Local Public Safety Coordinating Council will develop a plan for use of state resources to serve adult and youth offender populations; coordinate local criminal justice policy; work with the Commission on Children & Families to develop a plan designed to prevent criminal involvement by youth; coordinate local juvenile justice policy among affected juvenile justice entities.

What other local jurisdictions have enacted similar legislation?

All Oregon counties are required to act to meet requirements of amended ORS 423.560.

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

n/a

What is the fiscal impact, if any?

n/a

SIGNATURES

Person Filling Out Form _____

Planning & Budget (if fiscal impact) _____

Department Manager/Elected Official Beverly Steen

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Participating in the
Public Safety Council.

RESOLUTION
92-193

WHEREAS, the Public Safety Council is a planning group constituted to recommend priorities for the effective, fair, and efficient provision of criminal justice services in Multnomah County.

AND WHEREAS, the Public Safety Council consists of representatives from Multnomah County, the City of Portland, Fairview, Wood Village, and Troutdale.

AND WHEREAS, the Public Safety Council represents an expanded version of the Justice Coordinating Council.

AND WHEREAS, the mission and structure of the Public Safety Council which is attached hereto as Exhibit A, is consistent with the Board of County Commissioners' desire to further improve effective delivery of criminal justice services.

THEREFORE BE IT RESOLVED that Multnomah County is authorized to participate in the Public Safety Council as described in the Council's statement of mission, organizational structure and principles of collaboration.

AND BE IT FURTHER RESOLVED that the Justice Coordinating

10/29/92:1

Council, established by Ordinance No. 707 on December 12, 1991, be abolished.

ADOPTED THIS 5th day of November, 1992.



By Gladys McCoy
Gladys McCoy
Multnomah County, Oregon

REVIEWED:

H. H. Lazenby, Jr.
H. H. Lazenby, Jr.
Assistant County Counsel

D:\WPDATA\TWO\RESOLUTI\dp

10/29/92:1

STATEMENT OF
THE MISSION, ORGANIZATIONAL STRUCTURE
AND PRINCIPLES OF COLLABORATION OF
THE PUBLIC SAFETY COUNCIL

CONTENTS

I.	MISSION	1-2
II.	CRITERIA FOR EVALUATING EFFECTIVENESS	2
III.	ORGANIZATIONAL STRUCTURE	3
	A. MEMBERSHIP	3
	B. CITIZEN APPOINTEES	4
	C. MEETINGS AND ATTENDANCE	4
	D. PRESIDING MEMBER	4
	E. AGENDAS.	4
	F. COMMITTEES	4
	G. NON-COUNCIL MEMBERS ON COMMITTEES	4
	H. PROCEDURAL MATTERS	4
IV.	STAFFING	5
V.	PRINCIPLES OF COLLABORATION	5
VI.	AFFIRMATION, AND SIGNATURES	6

I. MISSION

The Mission of the Public Safety Council is to recommend priorities for the justice system on an ongoing basis and facilitate the provision of fair, efficient and effective criminal justice services in Multnomah County.

In pursuit of its mission, the Council shall examine the functions and resources allocated to each component of the criminal justice system, and devise a comprehensive Public Safety Plan for Multnomah County to be considered by each of the cities represented herein and by the Board of County Commissioners.

In devising the Plan, the Council shall consider the work of Portland Future Focus, Public Safety 2000, the Citizens Crime Commission, the Regional Drug Initiative Law Enforcement Committee, the Chief's Forum, Grand Juries, the Institute for Metropolitan Studies at Portland State University, Civic Index, the Oregon Progress Board and any other resources in the community. The Council shall also consider the interrelationship between the following components of the criminal justice system:

- A. The number of beds available to the State Department of Corrections for convicted felons sentenced to prison terms;
- B. The number of beds available at County correctional facilities for:
 - 1. Convicted felons awaiting sentence;
 - 2. Convicted misdemeanants awaiting sentence;
 - 3. Convicted misdemeanants sentenced to jail terms;
 - 4. High-risk defendants awaiting trial;
 - 5. Convicts from other states awaiting extradition proceedings;
 - 6. Material witnesses being held to testify;
- C. The number and capacity of residential and non-residential intermediate sanctions programs available for appropriate persons convicted of crimes;
- D. The number and capacity of residential and non-residential Juvenile Justice programs available for appropriate juvenile offenders;
- E. The number of judges and court rooms available for criminal trials, pretrial hearings and other matters;
- F. The number of Deputy District Attorneys available to prepare cases for trial and prosecute them;
- G. The number of sworn police personnel each law enforcement agency has per thousand of population;
- H. The pretrial release practices of the Courts;

- I. The work-release and community service practices of the Community Corrections Department;
- J. Each law enforcement agency's prioritization and de-prioritization of certain types of reported crimes;
- K. The willingness of the public to report crime;
- L. The extent to which the public to fears crime;
- M. The quality of service the public receives and expects when they contact BOEC and/or their law enforcement agency; and
- N. The extent to which crime prevention coordinators, neighborhood associations and law enforcement officers interact with citizens, businesses and business organizations.

Following adoption of the Public Safety Plan by each local government represented herein, the Public Safety Council shall assist local governments in their ability and commitment to act in a manner consistent with efficient management and fiscal principles, including appropriation of new revenue and grant applications.

II. CRITERIA FOR EVALUATING EFFECTIVENESS

The Public Safety Council will have achieved its primary goal when the comprehensive public safety plan it devises results in:

- A. Significant decreases in the socioeconomic factors that cause people to engage in criminal conduct;
- B. Significant decreases in criminal conduct as evidenced by reductions in the victimization rate;
- C. Significant decreases in recidivism as evidenced by reductions in the number of crimes committed by persons with prior convictions;
- D. Significant increases in efficiency in the services rendered by the police, courts and correction system;
- E. Significant increases in the public's understanding of, and satisfaction with the services rendered by the police, courts and correction system;
- F. Significant increases in the public's feeling of safety and well-being, and reduction in their fear of crime; and
- G. A secure source and mechanism for funding the various components of the criminal justice system.

III. ORGANIZATIONAL STRUCTURE

A. MEMBERSHIP. When fully constituted, the Public Safety Council shall consist of the following members:

- (1) Multnomah County Chair or other designated Commissioner;
- (2) Multnomah County District Attorney;
- (3) Multnomah County Sheriff;
- (4) Presiding Judge, Multnomah County Circuit Court;
- (5) Mayor, City of Portland or other designated City Council member;
- (6) Mayor, City of Gresham or other designated City Council member;
- (7) City Administrator of Fairview or other person designated by City Council;
- (8) City Administrator of Wood Village or other person designated by City Council;
- (9) City Administrator of Troutdale or other person designated by City Council;
- (10) Chief, Gresham Police Department;
- (11) Chief, Fairview Police Department;
- (12) Chief, Troutdale Police Department;
- (13) Chief, Portland Police Bureau;
- (14) Director, Multnomah County Community Corrections;
- (15) Director of County Health Department;
- (16) Director, Multnomah County Department of Social Services;
- (17) Metropolitan Public Defender;
- (18) One person residing or doing business in each Electoral District of Multnomah County appointed by the Chair of the County Commission upon the recommendation of the Public Safety Council.

B. CITIZEN APPOINTEES. Council shall stagger the three-year terms of the citizen appointees in any manner they shall choose, in order to maximize continuity in citizen participation.

C. MEETINGS AND ATTENDANCE. Council will be convened monthly at a regular time established by the consensus of the members. The location of the meetings may vary or remain the same. Any member may send a substitute to any Public Safety Council meeting in case of the member's unavoidable absence. The substitute shall be eligible to vote. However, membership on the Council carries with it the affirmative obligation to make every effort to attend each monthly meeting.

D. PRESIDING MEMBER. The members of the Council shall elect a presiding member (chairperson) who shall have no greater power within the Public Safety Council than any other member, but shall guide the Council in the conduct of its meetings, serving for a term of one year. The members of the Council shall also elect a presiding member-elect (chairperson-elect) who shall have no greater power within the Public Safety Council than any other member, but shall guide the Council in the conduct of its meetings in the absence of the presiding member and shall become the presiding member at the conclusion of the one year term of the presiding member. When the presiding member and presiding member-elect unable to attend a meeting of the Council, the presiding member may appoint any other member to preside at such meeting.

E. AGENDAS. The Agenda for each meeting of the Council shall be set by the Presiding member, in consultation with the presiding members of each standing Committee.

F. COMMITTEES. Each member of the Public Safety Council shall serve on at least one, but no more than two of the following committees:

- (1) Policing and Prevention Committee;
- (2) Sanctions Committee;
- (3) Budget and Fiscal Concerns Committee; and
- (4) Legislative Concerns Committee.

G. NON-COUNCIL MEMBERS ON COMMITTEES. Each committee may expand its membership to include persons who are not members of the Council. However, the presiding member of each committee shall be a member of the Public Safety Council. The composition of each committee shall subject to the approval of the Council.

H. PROCEDURAL MATTERS. Unless the Council agrees otherwise, all meetings of the Council and its committees shall proceed according to Roberts Rules of Order and such other rules as the Council shall, from time to time, adopt.

V. STAFFING

A. Meeting Notices. The presiding member of the Public Safety Council shall be responsible for sending out notices of regular meetings to the remaining members of the Council.

B. Materials for Discussion. Members shall produce sufficient copies of any materials relevant to any topic they intend to discuss at a Council meeting and get them to the presiding member of the Council in time for mailing with the meeting notices or shall bring them to the meeting.

C. Committee Staffing. The presiding member of the each committee shall send meeting notices to the remaining members of the Committee. Members shall produce sufficient copies of any written materials relevant to any topic they wish to discuss at a Committee meeting and get them to the presiding member of the committee in time for mailing with the meeting notices or shall bring them to the committee meeting.

VI. PRINCIPLES OF COLLABORATION

In pursuit of its mission, the Council shall remain faithful to the following principles:

A. The Public Safety Council shall be a free-standing entity with an advisory role to the Board of County Commissioners and the governing bodies of the cities of Portland, Gresham, Troutdale, Fairview and Wood Village.

B. The Public Safety Council, as an entity, shall not assume any legislative or administrative powers, nor shall it circumvent or usurp the authority and responsibilities of any established governmental body.

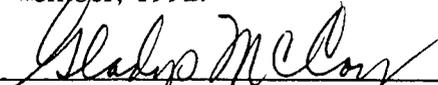
C. The members of the Public Safety Council who were appointed to their offices remain accountable to, and subject to the control of the public officials and bodies responsible for their appointment; and

D. All actions, plans and recommendations generated by the Public Safety Council must be consistent with the Constitutions of both the State of Oregon and the United States of America, applicable laws of the State of Oregon and the respective charters of the governments represented herein.

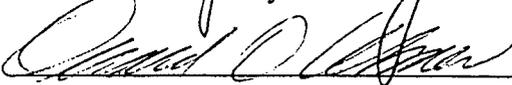
VI. AFFIRMATION

NOW, THEREFORE, we, the undersigned hereby express our assent to the formation of the Public Safety Council, to replace the former Justice Coordinating Council, with the above-stated mission, organizational structure, and principles of collaboration and hereby request the respective governing bodies of which we are part, or to whom we are accountable, to endorse the mission, organizational structure, and principles of collaboration by which the Public Safety Council intends to operate and affirm their assent to our participation therein.

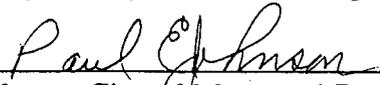
IN WITNESS WHEREOF, we affix our signatures hereto this 5th day of November, 1992.



Multnomah County Chair



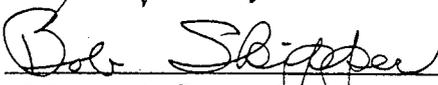
Mayor, City of Wood Village



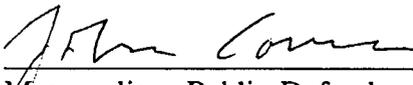
Mayor, City of Maywood Park



Multnomah County District Attorney



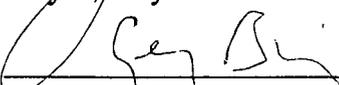
Multnomah County Sheriff



Metropolitan Public Defender



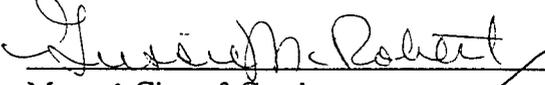
Mayor, City of Portland



Mayor, City of Troutdale



Mayor, City of Fairview



Mayor, City of Gresham



Presiding Judge, Multnomah County

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 11-5-92


BOARD CLERK



Beverly Stein, Multnomah County Chair

Room 1515, Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204

Phone: (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

MEMORANDUM

TO: Board of County Commissioners

FROM: Maria Rojo de Steffey 

DATE: November 8, 1995

RE: Public Safety Council Ordinance

County Counsel has requested that you add the attached as an amendment to the Ordinance creating the Public Safety Council. He has determined that a third reading is not necessary because this amendment does not "materially affect" the ordinance.

It clarifies the rules and averts any future legal trouble in identifying a quorum when the council does not consist of a static number of members.

cc: Peter Ozanne
✓ Board Clerk

BOARD OF
COUNTY COMMISSIONERS
1995 NOV - 8 AM 8:24
MULTNOMAH COUNTY
OREGON



BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance establishing a Local Public Safety Coordinating Council as required by state law, and substituting the coordinating council for certain other advisory entities.

Multnomah County ordains as follows:

SECTION 1. Purpose

Declaring the legislative policy of this state to establish an ongoing partnership between the state and counties in the administration of community corrections, and recognizing that counties are in the best position for the management, oversight and administration of local criminal justice matters and for determining local resource priorities, the 1995 state legislature amended ORS 423.560 to require that the Board of County Commissioners convene a local public safety coordinating council.

SECTION II. Multnomah County Public Safety Coordinating Council

The Multnomah County Public Safety Coordinating Council is hereby convened.

SECTION III. Functions of the Council

The Multnomah County Public Safety Coordinating Council shall:

- (A) Develop and recommend to the Board of County Commissioners a plan for the use of:

- (1) State resources to serve the local adult and youth

10/26/95:1

MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

1 offender populations;

2 (2) State and local resources to serve the needs of
3 that part of the local offender population who are
4 at least 15 years of age and less than 18 years of
5 age, which plan must provide for coordination of
6 community-wide services involving prevention,
7 treatment, education, employment resources and
8 intervention strategies; and

9 (3) Coordinate local criminal justice policy among
10 affected criminal justice entities.

11 (B) In consultation with the Multnomah County Commission on
12 Children and Families, develop and recommend to the Board
13 of County Commissioners a plan designed to prevent
14 criminal involvement by youth. The plan must provide for
15 coordination of community-wide services involving
16 treatment, education, employment resources and
17 intervention strategies aimed at crime prevention;

18 (C) Coordinate local juvenile justice policy among affected
19 juvenile justice entities.

20 SECTION IV. Membership

21 The Council membership shall include, but need not be limited
22 to:

23 (A) A police chief selected by the police chiefs in the
24 County;

25 (B) The sheriff;

26 (C) The district attorney;

10/25/95:1

(D) A state court judge, and a public defender or defense attorney, both appointed by the presiding judge of the judicial district in which Multnomah County is located;

(E) A director of community corrections, a county commissioner, a juvenile department director, a health or mental health director and at least one lay citizen, all appointed by the Board of County Commissioners;

(F) A city councilor or mayor, and a city manager or other city representative, both selected by the cities in the county; and

(G) A representative of the Oregon State Police, who is a nonvoting member of the council, selected by the Superintendent of State Police.

SECTION V. Dissolution of the Local Corrections Advisory Committee

The local corrections advisory committee formed under ORS 423.560 by board order dated March 2, 1978, is hereby dissolved.

SECTION VI. Repeal of Authority to Participate in the Public Safety Council

The portion of Resolution 92-193 authorizing the County to participate in the intergovernmental Public Safety Council, is hereby repealed. The clerk shall so notify the affected jurisdictions.

SECTION VII. Codification

Sections III and IV of this ordinance shall be codified in Chapter 2.30 of the Multnomah County Code.

ADOPTED this ____ day of _____, 1995, being

10/25/95:1

MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

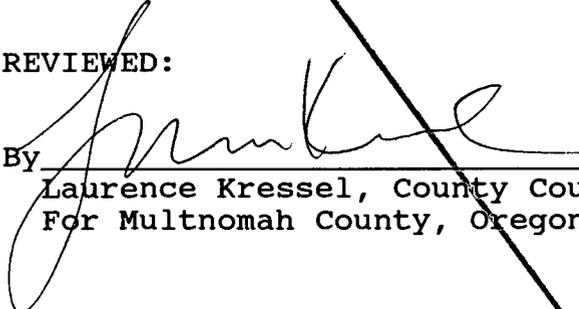
1 the date of its second reading before the Board of County
2 Commissioners of Multnomah County, Oregon.

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(SEAL)

By _____
Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED:

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

F:\DATA\COUNSEL\WPDATA\FOUR\PUBLIC\mw

10/25/95:1

MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

Section V. Quorum and Voting

A quorum of the Council shall consist of a majority of its members. Council action on any item shall require the affirmative concurrence of a majority of a quorum.

M E M O R A N D U M

TO: Deb Bogstad, Clerk of the Board
FROM: Laurence Kressel (106/1580) *LK*
County Counsel
DATE: November 9, 1995
SUBJECT: Public Safety Council Ordinance; Notice
to Affected Jurisdictions

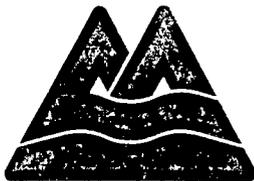
Here is a draft of the letter you can send pursuant to section VI
of the ordinance. Please send blind copies to Peter Ozanne, the
Sheriff and myself.

Dear _____

On November 9, 1995, the Multnomah County Board of Commissioners adopted the enclosed ordinance, creating a Public Safety Coordinating Council as required by SB 1145 (1995). A copy of the ordinance is enclosed.

Section VI of the ordinance repeals prior authorization for the county to participate in the Public Safety Council, created in 1992, and directs the Board Clerk to notify the affected jurisdictions. This letter provides the required notice.

send to portland, fairview wood vill and troutdale - et al



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS

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

November 13, 1995

*The Hon. Beverly Stein, Chair
Multnomah County Board of Commissioners
1120 SW Fifth Avenue, Suite 1515
Portland, Oregon 97204*

Dear Chair Stein:

As you know, on November 9, 1995, the Multnomah County Board of Commissioners adopted Ordinance 839, creating a Public Safety Coordinating Council as required by SB 1145 (1995). A copy of that ordinance is enclosed.

Section VII of the ordinance repeals prior authorization for the County to participate in the Public Safety Council, created in 1992 and memorialized via Resolution 92-193, and directs the Board Clerk to notify the affected jurisdictions. This letter provides the required notice and similar letters have been sent to Mayors Vonderharr, McRobert, Steffen, Katz, Thalhofer and Robertson, Michael Schrunk, Sheriff Noelle, Judge Londer, and Public Defender James Hennings. Thank you.

Sincerely,

*Deborah L. Bogstad
Board Clerk*

enclosure

*cc: Laurence Kressel
Peter Ozanne*



MULTNOMAH COUNTY OREGON

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CLERK'S OFFICE •	248-3277	• 248-5222

November 13, 1995

*The Hon. Roger Vonderharr, Mayor
City of Fairview
300 Harrison Street
Fairview, Oregon 97024*

Dear Mayor Vonderharr:

On November 9, 1995, the Multnomah County Board of Commissioners adopted Ordinance 839, creating a Public Safety Coordinating Council as required by SB 1145 (1995). A copy of that ordinance is enclosed.

Section VII of the ordinance repeals prior authorization for the County to participate in the Public Safety Council, created in 1992, and directs the Board Clerk to notify the affected jurisdictions. This letter provides the required notice. Thank you.

Sincerely,

Deborah L. Bogstad
Deborah L. Bogstad
Board Clerk

enclosure



MULTNOMAH COUNTY OREGON

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SHARRON KELLEY	•	DISTRICT 4	•	248-5213
CLERK'S OFFICE	•	248-3277	•	248-5222

November 13, 1995

*The Hon. Gussie McRobert, Mayor
City of Gresham
1333 NW Eastman Parkway
Gresham, Oregon 97030-3813*

Dear Mayor McRobert:

On November 9, 1995, the Multnomah County Board of Commissioners adopted Ordinance 839, creating a Public Safety Coordinating Council as required by SB 1145 (1995). A copy of that ordinance is enclosed.

Section VII of the ordinance repeals prior authorization for the County to participate in the Public Safety Council, created in 1992, and directs the Board Clerk to notify the affected jurisdictions. This letter provides the required notice. Thank you.

Sincerely,

Deborah L. Bogstad
Deborah L. Bogstad
Board Clerk

enclosure



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CLERK'S OFFICE •	248-3277	• 248-5222

November 13, 1995

*The Hon. Jeffrey C. Steffen, Mayor
City of Maywood Park
4510 NE 102nd, Annex 1
Portland, Oregon 97220*

Dear Mayor Steffen:

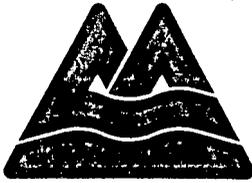
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Sincerely,


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Board Clerk

enclosure



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CLERK'S OFFICE •	248-3277	• 248-5222

November 13, 1995

*The Hon Vera Katz, Mayor
City of Portland
1220 SW Fifth Avenue, Room 303
Portland, Oregon 97204*

Dear Mayor Katz:

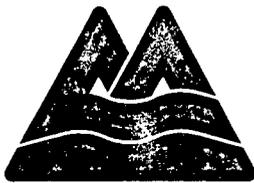
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Sincerely,

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Board Clerk*

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CLERK'S OFFICE	• 248-3277	• 248-5222

November 13, 1995

*The Hon. Paul Thalsofer, Mayor
City of Troutdale
104 SE Kibling Avenue
Troutdale, Oregon 97060-2099*

Dear Mayor Thalsofer:

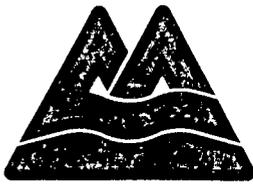
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Sincerely,

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Board Clerk*

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CLERK'S OFFICE •	248-3277	• 248-5222

November 13, 1995

*The Hon. Donald Robertson, Mayor
City of Wood Village
2055 NE 238th Drive
Wood Village, Oregon 97060*

Dear Mayor Robertson:

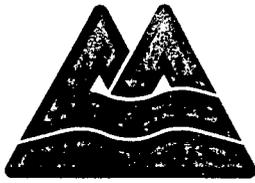
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PORTLAND, OREGON 97204

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SHARRON KELLEY • DISTRICT 4 • 248-5213
CLERK'S OFFICE • 248-3277 • 248-5222

November 13, 1995

*The Hon. Michael D. Schrunk
Multnomah County District Attorney
1021 SW Fourth Avenue, Room 600
Portland, Oregon 97204*

Dear Mr. Schrunk:

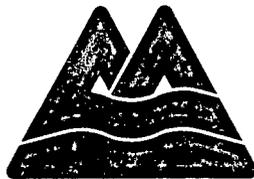
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Sincerely,

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Board Clerk*

enclosure



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CLERK'S OFFICE •	248-3277	• 248-5222

November 13, 1995

*The Hon. Dan Noelle
Multnomah County Sheriff
12240 NE Glisan, Room 105
Portland, Oregon 97230*

Dear Sheriff Noelle:

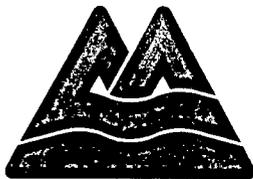
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Sincerely,

Deborah L. Bogstad
Deborah L. Bogstad
Board Clerk

enclosure



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SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

November 13, 1995

*The Hon. Donald Londer
Multnomah County Presiding Judge
1021 SW Fourth Avenue, Room 208
Portland, Oregon 97204*

Dear Judge Londer:

On November 9, 1995, the Multnomah County Board of Commissioners adopted Ordinance 839, creating a Public Safety Coordinating Council as required by SB 1145 (1995). A copy of that ordinance is enclosed.

Section VII of the ordinance repeals prior authorization for the County to participate in the Public Safety Council, created in 1992, and directs the Board Clerk to notify the affected jurisdictions. This letter provides the required notice. Thank you.

Sincerely,

*Deborah L. Bogstad
Board Clerk*

enclosure



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS

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

November 13, 1995

*James D. Hennings, Director
Metropolitan Public Defender
630 SW Fifth Avenue
Portland, Oregon 97204*

Dear Mr. Hennings:

On November 9, 1995, the Multnomah County Board of Commissioners adopted Ordinance 839, creating a Public Safety Coordinating Council as required by SB 1145 (1995). A copy of that ordinance is enclosed.

Section VII of the ordinance repeals prior authorization for the County to participate in the Public Safety Council, created in 1992, and directs the Board Clerk to notify the affected jurisdictions. This letter provides the required notice. Thank you.

Sincerely,

*Deborah L. Bogstad
Board Clerk*

enclosure

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDINANCE NO. 839

An ordinance establishing a Local Public Safety Coordinating Council as required by state law, and substituting the coordinating council for certain other advisory entities.

Multnomah County ordains as follows:

SECTION 1. Purpose

Declaring the legislative policy of this state to establish an ongoing partnership between the state and counties in the administration of community corrections, and recognizing that counties are in the best position for the management, oversight and administration of local criminal justice matters and for determining local resource priorities, the 1995 state legislature amended ORS 423.560 to require that the Board of County Commissioners convene a local public safety coordinating council.

SECTION II. Multnomah County Public Safety Coordinating Council

The Multnomah County Public Safety Coordinating Council is hereby convened.

SECTION III. Functions of the Council

The Multnomah County Public Safety Coordinating Council shall:

(A) Develop and recommend to the Board of County Commissioners a plan for the use of:

(1) State resources to serve the local adult and youth

1 offender populations;

2 (2) State and local resources to serve the needs of
3 that part of the local offender population who are
4 at least 15 years of age and less than 18 years of
5 age, which plan must provide for coordination of
6 community-wide services involving prevention,
7 treatment, education, employment resources and
8 intervention strategies; and

9 (3) Coordinate local criminal justice policy among
10 affected criminal justice entities.

11 (B) In consultation with the Multnomah County Commission on
12 Children and Families, develop and recommend to the Board
13 of County Commissioners a plan designed to prevent
14 criminal involvement by youth. The plan must provide for
15 coordination of community-wide services involving
16 treatment, education, employment resources and
17 intervention strategies aimed at crime prevention;

18 (C) Coordinate local juvenile justice policy among affected
19 juvenile justice entities.

20 SECTION IV. Membership

21 The Council membership shall include, but need not be limited
22 to:

23 (A) A police chief selected by the police chiefs in the
24 County;

25 (B) The sheriff;

26 (C) The district attorney;

11/08/95:1

1 (D) A state court judge, and a public defender or defense
2 attorney, both appointed by the presiding judge of the
3 judicial district in which Multnomah County is located;

4 (E) A director of community corrections, a county
5 commissioner, a juvenile department director, a health or
6 mental health director and at least one lay citizen, all
7 appointed by the Board of County Commissioners;

8 (F) A city councilor or mayor, and a city manager or other
9 city representative, both selected by the cities in the
10 county; and

11 (G) A representative of the Oregon State Police, who is a
12 nonvoting member of the council, selected by the
13 Superintendent of State Police.

14 SECTION V. Quorum and Voting

15 A quorum of the Council shall consist of a majority of its
16 members. Council action on any item shall require the affirmative
17 concurrence of a majority of a quorum.

18 SECTION VI. Dissolution of the Local Corrections Advisory Committee

19 The local corrections advisory committee formed under ORS
20 423.560 by board order dated March 2, 1978, is hereby dissolved.

21 SECTION VII. Repeal of Authority to Participate in the Public
22 Safety Council

23 The portion of Resolution 92-193 authorizing the County to
24 participate in the intergovernmental Public Safety Council, is
25 hereby repealed. The clerk shall so notify the affected
26 jurisdictions.

11/08/95:1

1 SECTION VIII. Codification

2 Sections III and IV of this ordinance shall be codified in
3 Chapter 2.30 of the Multnomah County Code.

4 ADOPTED this 9th day of November, 1995, being
5 the date of its second reading before the Board of County
6 Commissioners of Multnomah County, Oregon.



7
8 By Beverly Stein
9
10 Beverly Stein, Chair
11 Multnomah County, Oregon

12 REVIEWED:

13 By Laurence Kressel
14 Laurence Kressel, County Counsel
15 For Multnomah County, Oregon

16 F:\DATA\COUNSEL\WPDATA\FOUR\PUBLIC\mw

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11/08/95:1

BUDGET MODIFICATION NO. NOVND #6

(For Clerk's Use) Meeting Date OCT 26 1995
Agenda No. R-4

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR October 12, 1995
(Date)

DEPARTMENT Non-Departmental DIVISION Emergency Management
 CONTACT Mike Gilsdorf TELEPHONE 251-2466
 *NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Mike Gilsdorf

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

Request for approval of budget modification to transfer cost savings in Personal Services to Materials and Services.

(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.)
 PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Emergency Management working with the County Budget and Quality Office has identified a cost savings in Personal Services and prepared the attached budget modification request. The savings in personnel cost were generated by the May 1995 resignation of the Emergency Management Administrator. The difference in salary between the previous Administrator and the Interim Director has resulted in a cost savings. The attached budget modification transfers budgeted money from Personal Services to Materials and Services. Approval of this budget modification will offset inflation cost cuts made to Emergency Management's Materials and Services budget during fiscal year 1995-1996 budget process. This budget modification is consistent with County fiscal year 95-96 budget policy that allows Departments/Divisions to use cost savings in Personal Services to compensate for inflation cost in Material and Services.

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

This budget modification transfers funds from Personal Services to Materials and Services. There is no revenue increase or decrease.

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

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

After this modification

Originated By <i>Michael O'Neil</i>	Date <u>2 OCT 95</u>	Department Manager <i>Rob B...</i>	Date
Budget Analyst <i>Cheryl Hays</i>	Date <u>10-10-95</u>	Personnel Analyst	Date
Board Approval <i>Deborah C. Bouster</i>	Date <u>11/9/95</u>		

MULTNOMAH COUNTY
 CLERK'S OFFICE
 1995 OCT 12 PM 4:40

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO. _____ NOND 6

5. ANNUALIZE PERSONNEL CHANGES

(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

FTE Increase (Decrease)	POSITION TITLE	ANNUALIZED				TOTAL Increase (Decrease)
		BASE PAY Increase (Decrease)	Increase/(Decrease)			
			Fringe	Ins.		
(1)	Emergency Management Administrator	(58,667.00)	(10,306.00)	(8,485.00)	(77,458.00)	
1	Interim Emergency Management Administrator	52,747.00	9,266.00	8,265.00	70,278.00	
TOTAL CHANGE (ANNUALIZED)		(5,920.00)	(1,040.00)	(220.00)	(7,180.00)	

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

(Calculate costs/savings that will place in this FY; these should explain the actual dollar amounts being changed by this BudMod)

Permanent Position, Temporary, Overtime or Premium)	Explanation of Change	CURRENT FY				TOTAL Increase (Decrease)
		BASE PAY Increase (Decrease)	Increase/(Decrease)			
			Fringe	Ins.		
(1) Permanent Position	Resignation of Emergency Management Administrator	(58,667.00)	(10,306.00)	(8,485.00)	(77,458.00)	
1 Permanent Position	Appointment of Interim Emergency Management Administrator	52,747.00	9,266.00	8,265.00	70,278.00	
TOTAL CURRENT FISCAL YEAR CHANGES		(5,920.00)	(1,040.00)	(220.00)	(7,180.00)	

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

RECEIVED

OCT 06 1995

BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MIKE GILSDORF
MULTNOMAH COUNTY EMERGENCY MANAGEMENT

TODAY'S DATE: OCTOBER 05, 1995

REQUESTED PLACEMENT DATE: OCTOBER 12, 1995

RE: BUDGET MODIFICATION

I. Recommendation/Action Requested:

(Concise listing of recommendation/action requested.)

Approve budget modification to transfer cost savings in Emergency Management's Personal Services to Materials and Services.

II. Background/Analysis:

(Explanation of the item. This section should be as detailed as necessary to provide the BCC with the information it needs to make a decision. Why does this item have to go to the Board? What has the Board already seen about this issue?)

This budget modification reflects the savings in personal cost generated by the resignation of the Emergency Management Administrator. The difference in salary between the previous Administrator and the Interim Administrator has resulted in budgeted funds in the amount of \$6,000.00 being available in personal costs that will be reallocated to other budget line items. Based upon expenditures for the last two years, \$2000.00 will be allocated for staff overtime. The budget currently does not have funds allocated for overtime. The supplies line item will be increase by \$2,135.00 to allow completion of the conversion of the former Hazardous Materials Team motor home into a Multi-Jurisdictional - Multi-Agency Incident Command Post and Community Policing Precinct vehicle. The line item for food will be increased by \$300.00 to account for increased costs due to the use of new training sites, and an increase in the planned number of training courses. Travel and training funds will be increased by \$1,500.00 to allow attendance at additional conferences and training opportunities. The telephone line item will be increased by \$65.00 to account for an additional pager and cellular phone.

III. Financial Impact:

(Revenue/Expenditure? Address current and long term issues. Is it going to result in a budget modification? If so, what is the time line. If it is a budget modification, what caused the need for change? Has the budget office been consulted? Detailed explanation.)

Emergency Management working with the County Budget and Quality Office has identified a cost savings in Personal Services and prepared the attached budget modification request. The savings in personnel cost were generated by the May 1995 resignation of the Emergency Management Administrator. The difference in salary between the previous Administrator and the Interim Director has resulted in a cost savings. The attached budget modification transfers budgeted money from Personal Services to Materials and Services. Approval of this budget modification will offset inflation cost cuts made to Emergency Management's Materials and Services budget during fiscal year 1995-1996 budget process. This budget modification is consistent with County fiscal year 95-96 budget policy that allows Departments/Divisions to use cost savings in Personal Services to compensate for inflation cost in Material and Services.

IV. Legal Issues:

(What are the legal issues? How do you know? Cite ORS, ordinance or administrative procedure if appropriate.)

None

V. Controversial Issues:

(Policy/Political)

None

VI. Link to Current County Policies:

(Consistent/Changes Needed)

This request is consistent with County budgeting policy for FY 1995-1996 that allows Departments/Divisions to use cost savings in Personal Services to offset inflation cost in Materials and Services.

VII. Citizen Participation:

(What has been the degree of citizen involvement - Formal, i.e., task force or committee - Informal input? Do you anticipate citizen testimony at the board meeting?)

None

VIII. Other Government Participation:

(Does it affect another jurisdiction/county department? Do they know about it?)

None

Meeting Date: NOV 09 1995
Agenda No: R-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Advance Recovery

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: November 9, 1995

Amount of Time Needed: 3 to 5 minutes

DEPARTMENT: MSS DIVISION: Finance

CONTACT: Dave Boyer TELEPHONE #: Ext. 3312
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Board Order authorizing advance distribution of funds from the County General Fund to property taxing districts as allowed under ORS 311.392.

11/13/95 COPIES TO DAVE BOYER & DAVE WARREN

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER:  _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 OCT 31 PM 4:10

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

MEMORANDUM

TO: Board of County Commissioners

FROM: Dave Boyer, Finance Director 

DATE: October 24, 1995

Requested Placement Date: November 9, 1995

SUBJECT: Advance Distribution of Property Tax Funds to Districts Receiving \$35,000
or Less

I. Recommendation/Action Requested:

Approve Board Order authorizing the advance distribution of property tax levies that are \$35,000 or less.

II. Background/Analysis:

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

The County has historically used the provision to advance pay districts. We have determined that it is more efficient to pay all districts with a levy of \$35,000 or less rather than maintain separate accounts for each district for the next nine to ten years.

This advance payment impacts 22 districts. The total levy amount of \$208,570 is reduced by \$6,257 (3 percent discount) for a total advance of \$202,313.

III. Financial Impact:

No financial impact to the County. The \$202,313 property tax advance will be collected by the County.

Board of County Commissioners
October 24, 1995
Page 2

IV. Legal Issues:

None.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

Is consistent with County policy.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

None.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY, OREGON

In the matter of authorizing advance)
distribution of funds from the)
County General Fund to property taxing)
districts as allowed under ORS 311.392.)

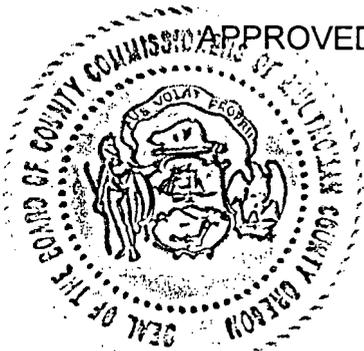
ORDER
95- 235

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

THEREFORE IT IS ORDERED that the Director of Finance be authorized to distribute funds prior to December 1, 1995 in advance, to those various tax levying districts whose annual levies are \$35,000 or less for the fiscal year 1995-96. In addition be ordered to deduct from the levy the 3 percent discount, which would have been given had all the taxes been paid by November 15.

IT IS FURTHER ORDERED that all taxes advanced by the County General Fund be reimbursed to the County General Fund when collected.

APPROVED this 9th day of November, 1995.



By

Beverly Stein
Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED BY:

LAURENCE KRESSEL, County Counsel

By

John L. DuBay
John L. DuBay

N:\DATA\WPCENTER\FINANCE\ELDBM011

Multnomah County Advance Recovery		For Tax Year 1995-96		
Name	Levy #	Amount	3% Discount	Net
City of Milwaukie	129	\$27,607.48	(\$828.22)	\$26,779.26
City of Milwaukie Bonds	229	\$2,246.11	(\$67.38)	\$2,178.73
Clackamas Co ESD Elementary School	307	\$3,108.86	(\$93.27)	\$3,015.59
Clackamas Co ESD High School	374	\$1,555.70	(\$46.67)	\$1,509.03
Columbia Co ESD	305	\$1,996.16	(\$59.88)	\$1,936.28
Washington Co ESD	306	\$4,063.37	(\$121.90)	\$3,941.47
Hillsboro Union High School #U3-8	389	\$639.86	(\$19.20)	\$620.66
Hillsboro Union High School #U3-8 Bonds	489	\$223.76	(\$6.71)	\$217.05
North Plains School District #70	388	\$438.86	(\$13.17)	\$425.69
North Plains School District #70 Bonds	488	\$75.64	(\$2.27)	\$73.37
Alto Park Water District	144	\$22,219.78	(\$666.59)	\$21,553.19
Mt. Scott Water District Bonds	252	\$2,939.32	(\$88.18)	\$2,851.14
Clackamas Fire Protection District #1	138	\$7,527.56	(\$225.83)	\$7,301.73
Scappoose Fire Protection District #31	177	\$34,480.05	(\$1,034.40)	\$33,445.65
Scappoose Fire Protection District #31 Bonds	277	\$3,030.06	(\$90.90)	\$2,939.16
Wash County Unified Sewer Agency Bonds	280	\$15,935.35	(\$478.06)	\$15,457.29
Skyline Crest R D #1	169	\$2,856.81	(\$85.70)	\$2,771.11
Ramsey-Walmer R D	181	\$6,499.33	(\$194.98)	\$6,304.35
Columbia Drainage	501	\$326.87	(\$9.81)	\$317.06
Peninsula Drainage #1	503	\$33,706.05	(\$1,011.18)	\$32,694.87
Sandy Drainage	505	\$25,068.22	(\$752.05)	\$24,316.17
Mobile Home Ombudsman Acct	586	\$12,024.60	(\$360.74)	\$11,663.86
Total		\$208,569.80	(\$6,257.09)	\$202,312.71

Meeting Date: NOV 09 1995
Agenda No.: R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Adopting Multnomah County Investment Policy Approval

BOARD BRIEFING Date Requested: _____
Amount of Time Needed: _____

REGULAR MEETING Date Requested: October 26, 1995
Amount of Time Needed: 5 - 10 Minutes

DEPARTMENT: MSS DIVISION: Finance

CONTACT: Harry Morton TELEPHONE #: 3290
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Harry Morton

ACTION REQUESTED:

- INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Resolution adopting the Multnomah County Investment Policy
^{11/13/95 copies to Harry Thornton, Dave Boyer & Dave Warren}
(See attached memorandum and attachments.)

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: [Signature] 10/10/95

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
1995 OCT 31 PM 4:10
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

MEMORANDUM

To: Board of County Commissioners

From:  Harry S. Morton, Treasury Manager

Date: October 6, 1995

Requested Placement Date: October 26, 1995

Subject: Resolution Adopting Multnomah County Investment Policy Approval

I. Recommendation/Action Requested:

Approve Resolution adopting the Multnomah County Investment Policy.

II. Background/Analysis:

Pursuant to ORS 294.135, which requires that municipalities adopt a written investment policy, the Finance Division has modified the County Investment Policy last approved under Resolution 94-155, adopted August 25, 1994.

III. Financial Impact:

The modified policy will have no financial impact on the General Fund.

IV. Legal Issues:

The modified investment policy meets all legal requirements.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

The modified Investment policy is consistent with County policy.

VII. Citizen Participation:

The Investment Advisory Board has reviewed and approved the modified policy.

VIII. Other Government Participation:

The Oregon Short Term Fund Board reviewed the modified policy.

September 6, 1995

TO: Harvey Rogers, Chairman
Oregon Short-Term Fund Board

FROM: James M. Yasutome
Senior Investment Officer
Short-Term Investments



RE: Multnomah County Investment Policy

Paragraph 6. Investment Maturity:

(a)(1)(b): We suggest that the language be changed to reflect the pricing of collateral with ORS 294.035 (11).

Paragraph 7. Investment Limitations:

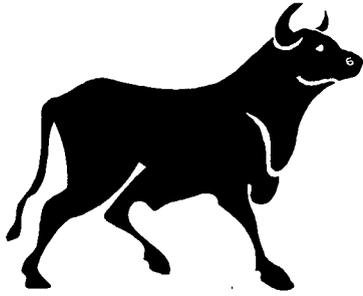
(b)(5)(a): We suggest that language be changed to reflect pricing of collateral to be in conformity with ORS 294.035 (11).

(b)(7) Bankers' Acceptances (BA's) The cite is now ORS 294.035 (8).

(b)(9)(a): Commercial Paper (CP) and Other Corporate Debt: The cite is now ORS 294.035 (9).

We suggest that a paragraph be provided on the competitive selection of bids and offers when selling or buying; and for monitoring and adjusting the portfolio when opportunities for swaps arise.

Addendum A & B: Smith Barney is on the list of Authorized Financial Institutions and Securities Dealers while an officer of this same firm is on the Investment Advisory Board. How can this individual be independent?



RECEIVED
OCT 6 1995
MULTI COUNTY TREASURY



October 4, 1995

Harry S. Morton
Treasury Manager
Multnomah County
P.O. Box 14700
Portland, OR 97214

Dear Harry:

In reference to your investment policy submitted to the Oregon Short-Term Fund Board for review and comment, comments by Board members included the following:

Paragraph 6. Investment Maturity, (a)(1)(b): It is suggested that the language be changed to reflect the pricing of collateral with ORS 294.035(11).

Paragraph 7. Investment Limitations, (b)(5)(a): It is suggested that language be changed to reflect pricing of collateral to be in conformity with ORS 294.035(11).

(b)(7) Bankers' Acceptances (BA's) The cite is now ORS 294.035(8).

(b)(9)(a), Commercial Paper (CP) and Other Corporate Debt: The cite is now ORS 294.035(9).

It is also suggested that a paragraph be provided on the competitive selection of bids and offers when selling or buying; and for monitoring and adjusting the portfolio when opportunities for swaps arise.

Addendum A & B: Smith Barney is on the list of Authorized Financial Institutions and Securities Dealers while an officer of this same firm is on the Investment Advisory Board. How can this individual be independent?

No other comments were offered by the board. If we can be of further assistance to you, please call 1-800-452-0345.

Sincerely yours,

A handwritten signature in cursive script that reads "Debbe Moore". The signature is written in black ink and is positioned above the typed name.

Debbe Moore
Recording Secretary
Oregon Short-Term Fund Board

dm

cc: OSTF Board
Jim Yasutome, OSTF Senior Investment Officer

BEFORE THE BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY, OREGON

In the matter of adopting)
Multnomah County's)
Investment Policy.)

RESOLUTION
95-236

WHEREAS, ORS 294.135 requires municipalities adopt a written Investment Policy;

WHEREAS, Multnomah County's Investment Policy has been reviewed by the Oregon Short Term Fund Board and the Investment Advisory Board.

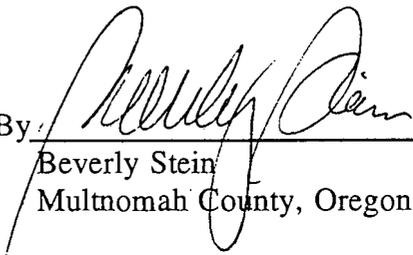
THEREFORE, BE IT RESOLVED:

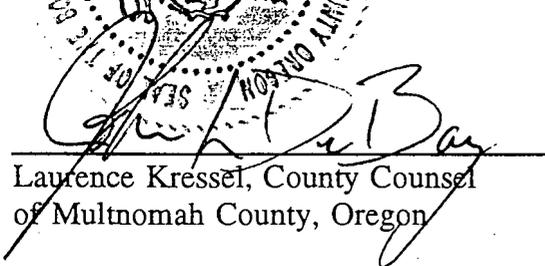
1. Multnomah County, Oregon adopts the Investment Policy set forth in Exhibit A.
2. The Finance Director or Treasury Manager is authorized to administer the Investment Policy.

This Resolution replaces Resolution No. 94-155.

Adopted this 9th day of November, 1995.



By 
Beverly Stein
Multnomah County, Oregon


for Laurence Kressel, County Counsel
of Multnomah County, Oregon

MULTNOMAH COUNTY, OREGON
INVESTMENT POLICY
(Revised 09/95)
Exhibit "A"

1. Scope:

(a) This investment policy applies to investing the financial assets of all funds included in Multnomah County's Investment Pool as defined in Section 12 of this policy. The County's approximate daily average balance of funds invested is \$131,000,000, with a high of about \$430,000,000 in November and a low of about \$60,000,000 in October.

(b) Funds will be invested in compliance with ORS 294, with other applicable statutes, and with this policy and written procedures.

2. Investment Objectives:

(a) The primary objective of Multnomah County's investment activities is the preservation of capital and the protection of investment principal.

(b) The County's investment portfolio will remain sufficiently liquid to enable the County to meet all operating requirements that are reasonably anticipated. This need for investment liquidity will be tempered to the extent that the County is able to issue short-term notes.

(c) The County will diversify its investments to avoid unreasonable risks regarding specific security types or individual financial institutions.

(d) The County will conform to Federal and State law, and other legal requirements.

(e) The County will attain a market rate of return throughout budgeting and economic cycles.

3. Delegation of Authority:

(a) The Treasury Manager is designated as the Investment Officer of the County and is responsible for the daily cash management, investment decisions and investment activities.

4. Prudence:

(a) The standard of prudence used by the Treasury Manager and Treasury staff in the context of managing the overall portfolio shall be the prudent investor rule, which states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

(b) The Treasury Manager and Treasury staff, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported to the Finance Director immediately and that appropriate action is taken to control any adverse developments.

(c) The Treasury Manager shall strive for best execution of trades and shall solicit competitive bids or offers for all instruments traded, whenever practical.

5. Investment Diversification:

(a) The County will diversify its investments across security type and issuer. No more than twenty percent (20%) of the County's total investment portfolio will be invested in a single security type as defined in Paragraph 7, or in instruments of a single issuer, or as limited by ORS 294.035, whichever is less. Exceptions to this twenty percent limit are:

(1) The County may invest one hundred percent (100%) of its portfolio in U.S. Treasury securities.

(2) The County may invest seventy-five percent (75%) of its portfolio in U.S. Government Agencies and Instrumentalities.

(3) The funds invested in the Local Government Investment Pool may exceed twenty percent (20%), to the extent allowed under ORS 294.810.

(4) The County may invest in repurchase agreements to the extent that the collateral received does not cause the County to exceed any limits set elsewhere in this policy, including, but not only, Section 5(a)(2).

(b) If due to unanticipated cash needs or investment maturities, the investment in any security type or financial issuer exceeds the limitations in this policy, the Investment Officer is responsible for bringing the investment portfolio back into compliance as soon as is practical.

6. Investment Maturity:

(a) The County will maintain the following investment portfolio types and maturity dates:

(1) Short-term Investment Portfolio (maturities up to 3 years):

(a) Using the projected cash flow schedule the County will attempt to match its investments with anticipated cash flow requirements. The County will not invest in securities with maturity dates longer than 3 years from date of purchase.

(b) The County may collateralize its repurchase agreements using longer-maturing investments, as long as collateral with a maturity longer than 18 months is priced in conformance with ORS 294.035 (11).

(2) Long-term Investments (maturities over 3 years up to a maximum of 5 years):

(a) Bond Sinking Fund or Certificate of Participation reserve monies may be invested in securities exceeding three years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds and the legal documents authorizing the financing allows for long-term investments.

(b) Self-Insurance Fund monies in the amount not to exceed \$8,000,000 (par value) may be invested in securities that exceed three years up to the maximum of five years. Securities purchased under this section are to be U.S. Government Treasury securities or U.S. Agency and Instrumentalities securities.

(b) The diversification of security maturity dates for the short-term investment portfolio will be as follows:

(1) Less than 30 days:	10% minimum
(2) Less than 90 days:	25% minimum
(3) Less than 270 days:	50% minimum
(4) Less than 1 year:	80% minimum
(5) Less than 3 years:	100% minimum

7. Investment Limitations:

(a) The following investment securities are allowed to be purchased. Additional investments are allowed by ORS 294.035, but

are not allowed to be purchased by the County investment policy.

(b) The following are allowed to be purchased under this policy.

(1) U. S. Treasury Issues:

- (a) U.S. Treasury Bills
- (b) U.S. Treasury Notes
- (c) U.S. Treasury Bonds
- (d) U.S. Treasury Strips/Cubes

(2) U.S. Government Agency and Instrumentality Securities:

(a) U.S. Government and Agency Securities for local government investment under ORS 294.035 and 294.040, and pursuant to ORS 294.046 (current revision).

(3) Municipal Bonds:

(a) Legally issued interest-bearing bonds pursuant to ORS 294.035 and 294.040.

(4) Time Certificates of Deposits (CD or TCD):

(a) In purchasing time certificates of deposit, the County will not invest an amount which is more than one percent (1%) of the total deposits of any single institution. As required by ORS Chapter 295, the Treasury Manager will be responsible for ensuring that a Certificate of Collateral of Participation has been issued by the institution to cover outstanding deposits.

(5) Repurchase Agreements (Repo's):

(a) All repurchase agreements will be collateralized at 102% by U.S. Government and U.S. Agency obligations marked-to-market daily. Additionally, if the maturity of the security purchased exceeds 18 months, the price paid by the County may not exceed 98%. A signed master repurchase agreement will first be obtained from financial institutions. The collateral securing the repo will be delivered to the County's appropriate custodial safekeeping agent. The County will not enter into repo's with maturities over 90 days.

(6) Reverse Repurchase Agreements (Reverse Repo's):

(a) Before entering into a reverse repurchase agreement, the County will obtain a signed repurchase agreement from the brokerage firm. The firm's current

net worth must be over \$50 million. Reverse repo's cannot exceed two percent (2%) of the issuing firm's liabilities. Proceeds from reverse repo's will be invested in securities with maturities that match the maturities of the reverse repo. The County will not enter in reverse repurchase agreements with maturities over 60 days, and all reverse repo's must be approved by the Finance Director.

(7) Banker's Acceptances (BA's):

(a) All banker's acceptances will be purchased from a qualified financial institution as defined by ORS 294.035(8).

(8) Local Government Investment Pool (LGIP):

(a) With the exception of pass-through funds, the maximum amount to be placed with the LGIP shall be pursuant to ORS 294.810.

(9) Commercial Paper (CP) and Other Corporate Debt:

(a) All commercial paper and other corporate debt will be purchased in accordance with ORS 294.035(9). Investment in corporate debt other than commercial paper requires approval by the Finance Director.

(10) Interest-Bearing Accounts:

(a) FDIC insured to \$100,000.

8. Delivery of Securities:

(a) Investment securities eligible for delivery purchased pursuant to this investment policy will be delivered by either book entry or physical delivery to a third-party safekeeping agency.

9. Authorized Financial Institutions and Securities Dealers:

(a) Addendum "A" is the list of banks and securities dealers authorized to provide investment services. The County will limit all investment and banking activities to the institutions on these lists.

(b) The Treasury Manager is authorized to sign a Trading Authorization agreement or master repurchase agreement with any institution included on this list.

(c) Additions to the list of authorized financial institutions may be made at the discretion of the Finance Director with written

notification to the County Chair, the Board of County Commissioners and the Investment Advisory Board.

(d) Before the County purchases securities over \$100,000 from any institution, the County must have on file the most recent audited financial report.

10. Cash Flow Planning:

(a) The Treasury Manager is responsible for preparing an annual projected cash flow schedule of all funds that are included in the County's Investment Pool. The projected cash flow schedule will be based on the previous two years actual cash flows. The Finance Director will review the schedule during October and each quarter thereafter. The Treasury Manager is responsible for comparing the cash flow projections to actual cash flows each month and will revise the schedule, if necessary, based on the actual cash flows.

11. Accounting Method:

(a) At the time of purchase investments will be booked at cost. Any gains or losses from investments sold will be credited or charged to investment income at the time of sale. Premiums or discounts on securities will be amortized or accreted over the life of the securities and be credited or charged to interest income.

(b) The County must comply with required legal provisions and generally accepted accounting principles. The accounting principles are those contained in the pronouncements of authoritative bodies including, but not limited to, the American Institute of Certified Public Accountants (AICPA), the Financial Accounting Standards Board (FASB), and the Governmental Accounting Standards Board (GASB).

12. County Investment Pool and Interest Earnings Allocation:

(a) The County will pool most of its funds in the County's Investment Pool for investment purposes. The funds not pooled will be restricted to: contract retainage and lien deposits, deferred compensation deposits and investments, Library Retirement Plan investments, funds held for Certificates of Participation reserves or construction payments, petty cash funds, and imprest funds. These funds will earn interest income, if any, from the financial institution or organization holding the funds in a trust or fiduciary capacity.

(b) Method and Process of Interest Earnings Allocation.

(1) According to State law and County policy, interest earnings will be allocated to the following funds:

(a) Road Fund and Willamette River Bridge Fund

- (b) Bicycle Path Fund
- (c) County School Fund
- (d) Tax Title Land Sales Fund
- (e) Emergency Communication Fund
- (f) Assessment District Operating Fund
- (g) Property Tax Trust Funds and Accounts
- (h) Funds accounting for serial levy and bond funds
- (i) Inmate Welfare Fund
- (j) County Fair Fund
- (k) Justice Services Special Operations Fund

(2) All Proprietary Type Funds will receive interest earnings allocation.

(3) Funds held in Trust Accounts or Trust Funds, that are to be used for a specific purpose will receive interest earnings allocation. These include:

- (a) Regional Organized Crime and Narcotics (ROCN)
- (b) Public Guardian
- (c) Drug Forfeiture

(4) Interest will be allocated to Funds created by the Board that specifically state the funds will earn interest. These include:

- (a) Natural Areas Acquisition Fund
- (b) Capital Improvement Fund

(5) Interest will not be allocated to the Federal/State Program Fund because the majority of the expenditures are on a reimbursement basis from the Grantor Agency and the General Fund provides the cash flow.

(6) The General Fund will receive the balance of interest earnings. All other Funds that are supported in whole or part by the General Fund will not be allocated interest earnings.

(7) In the event a new fund or account is created, the Finance Director is authorized to make the determination if the fund or account should receive interest. This determination is to be based on the criteria used for the funds in existence at the time this policy is adopted.

(c) The amount of interest allocation will be based on:

(1) The average daily cash balance of the fund. The property tax trust funds average daily cash balance will be reduced by the average daily uncollected funds.

(2) The average monthly yield of the County's investment

portfolio.

(3) The yield is based on an actual days divided by 365 days basis.

(4) An administrative fee of 1% of the earnings will be deducted from the interest earnings allocation prior to distribution.

(5) If the average daily cash balance in a fund is negative and the fund has interest income received, the fund will be debited interest income for the period or periods that the cash balance is negative.

(6) Each month, General Ledger is responsible for computing and recording the amount of interest income that is to be allocated to various Funds.

13. The Investment Advisory Board:

(a) The County Chair will appoint the Investment Advisory Board members. The Investment Advisory Board will be composed of five citizen members. These individuals shall be nominated on the basis of their understanding and knowledge of financial markets. The Investment Advisory Board will meet quarterly to review the County's investment performance and existing investment plan. All such meetings of the Investment Advisory Board will be open and publicized as required by the "Open Meetings Law."

(b) After each meeting of the Investment Advisory Board the Treasury Manager will prepare a written report capturing the results of the meeting and investment plan to the Chair of the Board, Board of County Commissioners, Investment Advisory Board and Finance Director.

14. Reporting Requirements:

(a) The Treasury Manager will provide the Chair of the Board, the Investment Advisory Board, the Executive Assistant to the Chair, and the Finance Director copies of the monthly Investment Portfolio. The Treasury Manager will provide the Finance Director and the Investment Advisory Board a detailed listing of all sales and purchases with an explanation for the decision to sell or purchase at each quarterly Investment Advisory Board meeting. The Investment Portfolio will be marked-to-market monthly for financial reporting purposes.

15. Indemnity Clause:

(a) The County shall indemnify County Officials and Advisory Board personnel from personal liability for losses that might occur

pursuant to administering this investment policy.

16. Internal Controls:

(a) The Treasury Manager and Treasury staff shall follow the internal controls outlined in the Financial and Budget Policy, Finance Division policies and procedures, and any policies adopted after this policy is adopted.

17. Performance Evaluation and Goals:

(a) The performance of the County's portfolio shall be measured against that of the Local Government Investment Pool yield and of 90-Day Treasury Bill yields. It is the goal of the County to maintain a yield that is not more than 1/2 percent (.5%) lower than that of the LGIP, and is not less than 1/4 percent (.25%) higher than the 90-Day Treasury Bill yield. The County will attempt to compare its yield to that of Washington County and Clackamas County.

18. Investment Policy Adoption:

(a) The County's investment policy will be reviewed by the Finance Director and Investment Advisory Board for appropriate modifications on an annual basis and submitted to the Oregon Short Term Fund Board.

(1) Any comments made by the Oregon Short Term Fund Board will be formally responded to, and any suggestions not implemented will be explained to the Board of County Commissioners.

(b) This policy and any amendments to this policy are to be approved by the Board of County Commissioners.

ADOPTED THIS 9th DAY OF NOVEMBER, 1995.

MULTNOMAH COUNTY, OREGON
INVESTMENT POLICY
Financial Institutions

Addendum "A"

Brokerage Firms:

1. BA Securities, Inc.
 2. Chemical Securities Inc.
 3. Dain Bosworth Incorporated
 4. Dean Witter Reynolds Inc.
 5. Donaldson, Lufkin and Jenrette
 6. Lehman Brothers Inc.
 7. Merrill Lynch Capital Markets Inc.
 8. Paine Webber Incorporated
 9. Prudential Securities Inc.
 10. Sanwa Securities (USA) Co.
 11. Seattle Northwest Securities Corp.
 12. Smith Barney*
 13. US Bancorp Brokerage
- *Trading approval for Smith Barney is suspended while an affiliated person serves on the Investment Advisory Board.*

Banks:

1. Bank of America Oregon
2. Bank of California
3. Bank of Tokyo
4. First Interstate Bank of Oregon
5. Key Bank
6. US National Bank of Oregon
7. West One Bank
8. American State Bank (\$100,000 maximum)
9. Albina Community Development Bank (\$100,000 maximum)
- Subject to regulatory approval.

Savings and Loans:

1. None at this time.

Other:

1. Oregon Local Government Investment Pool (LGIP)

MULTNOMAH COUNTY, OREGON
INVESTMENT POLICY
Investment Advisory Board

Addendum "B"

Judy Homer Budget Analyst II City of Gresham 501 NE Hood Avenue, Suite 100 Gresham, OR 97030 (503) 669-2371	Appointed: 6/17/93 First Term
George Scherzer Executive Vice President Smith Barney 200 SW Market, Suite 1200 Portland, OR 97201 (503) 221-7640, 221-7627	Appointed: 6/17/93 Third Term
Richard Harris, CPA Harris & Kalberg 825 NE Multnomah, Suite 1285 Portland, OR 97232 (503) 233-5417	Appointed: 6/17/93 Second Term
Thomas Landye Senior Partner Copeland, Landye, Bennett and Wolf 300 First Interstate Tower Portland, OR 97201 (503) 224-4100	Appointed: 2/24/94 First Term
Howard Shapiro American Bank Building 621 SW Morrison #600 Portland, OR 97205 (503) 222-6613	Appointed: 2/24/94 First Term
Staff: David A. Boyer, Finance Director Harry S. Morton, Treasury Manager	(530) 248-3903 (503) 248-3290

MULTNOMAH COUNTY, OREGON
INVESTMENT POLICY
Staff Authorizations

Addendum "C"

Single Signature

David A. Boyer, Finance Director (Full Authorization)

Harry S. Morton, Treasury Manager (Full Authorization)

Dual Signature (Requires Second Signature)

Cliff Pengra, Treasury Specialist 2 - (Dual Authorization)

Calvin Smith, Treasury Specialist 2 - (Dual Authorization)

Fumiko Ross, Treasury Specialist 1 - (Dual Authorization)

MEETING DATE: NOV 09 1995

AGENDA NO: R-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Memorandum of Understanding between ODOT, City of Portland and Multnomah County relating to Sylvan Interchange/Westside Corridor Project

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: November 9, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: John Dorst TELEPHONE #: Ext. 3599
BLDG/ROOM #: 425

PERSON(S) MAKING PRESENTATION: John Dorst

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable): The Sylvan area residents and businesses have reached agreements with the City, County and State, which are memorialized through this Memorandum of Understanding. This MOU also provides a vehicle for resolving disputes over construction and traffic impacts of the Sylvan Interchange Sub-projects to the Westside Corridor Highway Improvements. Multnomah County's commitment stems from interest in area public roads and will involve giving consideration to a noise variance requested by ODOT, and other requests for review, agreement with the specified design and mitigation procedures, and other terms described.

11/14/95 ORIGINALS TO CATHEY KRAMER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Betsy Willia*

BOARD OF
COUNTY COMMISSIONERS
1995 OCT 30 PM 3:00
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
AGEN.PL (6/93)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
(503) 248-5050

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Larry Nicholas, Director/Transportation Division 

TODAY'S DATE: October 20, 1995

REQUESTED PLACEMENT DATE: November 9, 1995

SUBJECT: MEMORANDUM OF UNDERSTANDING between Multnomah County, Oregon Department of Transportation and the City of Portland, relating to the Sylvan Interchange sub-projects to the Westside Corridor Highway Improvements.

- I. Recommendation/Action Requested: Approval of the MOU between ODOT, City of Portland and Multnomah County.

- II. Background/Analysis: The Sylvan Transportation Consensus Committee (STCC) comprised of representatives from ODOT, Multnomah and Washington Counties, the City of Portland and the Citizens for the Canyon (CFC), which represents area residents and businesses), have met frequently to resolve local concerns about the highway construction planned by ODOT. These concerns include the highway alignment, noise issues, landscape mitigation plans, and other mitigation measured associated with the construction of the Westside Corridor Project highway improvements. This MOU has developed from the agreements reached and expresses in general that the parties involved wish to minimize the possibility of disputes and to maximize the benefits of communication and negotiation.

- III. Financial Impact: No identifiable financial impact will result from entering into this MOU. the addition of a few hundred feet of additional roadway. This amount is minimal and makes sense in the overall picture.

AGENDA . SUP

- IV. Legal Issues: None
- V. Controversial Issues: The issues were resolved over a year long process and there should be no remaining controversial issues. This was presented at Portland City Council and there was no opposition.
- VI. Link to Current County Policies: Consistent with intergovernmental cooperation and community involvement.
- VII. Citizen Participation: The citizen groups that have been active in the creation of this MOU and represent the citizens who will benefit from this are the Citizens for the Canyon (CFC), the South West Hills Residential League (SWHRL), the Sylvan Heights Neighborhood Association (SHNA) and the Raab Road Neighborhood Association.
- VIII. Other Government Participation: The Oregon Department of Transportation, the City of Portland and Multnomah County are parties to this Memorandum of Understanding. Washington County has also been represented in the Sylvan Transportation Consensus Committee.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 300796
Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (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>CLASS III</p> <p>XXX Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-7</u> DATE <u>11/9/95</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p>
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Department Environmental Svcs. Division Transportation Date 10-20-95

Contract Originator John Dorst Phone Ext. 3599 Bldg/~~Room~~ 425

Administrative Contact Cathy Kramer Phone Ext. 2589 Bldg/Room 425

Description of Contract Memorandum of Understanding between ODOT, City of Portland and Multnomah County relating to Sylvan Interchange/Westside Corridor Project

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name ODOT
 Mailing Address 220 NW Second Avenue
Portland OR 97209-3991
 Phone 731-8200 (C.Sakr or V.Rocker)
 Employer ID# or SS# _____
 Effective Date upon execution
 Termination Date upon completion of Climbing Lane/Sylvan Interchange Sub-projects
 Original Contract Amount \$ _____
 Total Amount of Previous Amendments \$ 0
 Amount of Amendment \$ 0
 Total Amount of Agreement \$ 0

Remittance Address _____ (If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ _____ Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

Encumber: Yes No
 Date 10-26-95
 Date _____
 Date 10/30/95
 Date November 9, 1995
 Date _____

REQUIRED SIGNATURES:

Department Manager Betsy Wellis
 Purchasing Director (Class II Contracts Only) _____
 County Counsel John L. Dorst
 County Chair / Sheriff _____
 Contract Administration (Class I, Class II Contracts Only) _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	150	030	6111								
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

MEMORANDUM OF UNDERSTANDING
RELATING TO THE MITIGATION OF IMPACTS
OF THE SYLVAN INTERCHANGE/HIGHLANDS INTERCHANGE
SECTION OF THE SUNSET HIGHWAY (CLIMBING LANE)
AND SYLVAN INTERCHANGE SUBPROJECTS
OF THE WESTSIDE CORRIDOR PROJECT HIGHWAY IMPROVEMENTS

Parties The Oregon Department of Transportation (ODOT), the City of Portland and Multnomah County are parties to this Memorandum of Understanding. In addition, this memorandum is specifically intended to benefit these organizations: Citizens for the Canyon (CFC, which represents area residents and business), the south West Hills Residential League (SWHRL), the Sylvan Highlands Neighborhood Association (SHNA), and the Raab Road Neighborhood Association, referred to collectively as the "beneficiaries."

Purpose This Memorandum of Understanding memorializes agreements reached between the parties and CFC with respect to the design and mitigation of construction and traffic impacts of the Climbing Lane and Sylvan Interchange Subprojects. It also provides a mechanism for resolving disputes over the interpretation and enforcement of the agreements.

Background ODOT applied to the City of Portland for a noise variance to allow night time work during the construction of the Climbing Lane Subproject of the Westside Corridor Project highway improvements. Night time construction is necessary to avoid lane closures on the Sunset Highway. Lane closures are unacceptable to the region because of the high traffic volumes using the facility and the lack of alternative routes. The variance was granted by the Portland Noise Review Board on June 22, 1994. It was then appealed to the Portland City Council.

During the hearing on the appeal, many residents of the Canyon area opposed the noise variance and raised additional concerns about the highway alignment, landscape mitigation plans and other mitigation measures associated with the construction. Complaints were also expressed about ODOT's public involvement process.

On August 17, 1994, Bruce Warner, ODOT's Region 1 Manager, asked the city council to table action on the noise variance. With the encouragement and assistance of the City of Portland, ODOT then retained the services of professional mediators and met with CFC representatives, other residents of affected neighborhoods and area businesses.

CFC, ODOT, the City of Portland, Multnomah County, and Washington County began meeting in October of 1994 as the Sylvan Transportation Consensus Committee (STCC). STCC established goals and procedures and has met frequently, sometimes as often as once

or twice a week, during the intervening period. In addition, subcommittees created from the STCC will operate as a forum for resolving design and mitigation issues relating to the Sylvan Interchange subproject. This memorandum and the various documents annexed as exhibits are largely the products of these efforts.

The parties to this Memorandum of Understanding agree as follows:

A. Generally

The parties wish to minimize the possibility of disputes and to maximize the benefits of communication and negotiation. Discussing the need for changes before commitments are made, and offering opportunities for the parties, beneficiaries and affected members of the public to cooperate in making changes should reduce the likelihood of disputes. The parties agree to give one another, and the beneficiaries, notice of proposed changes to the Construction Management Plan and substantial changes in location, size or impact of project elements at the earliest reasonable time through the Construction Advisory Committee or Sylvan Interchange design review group.

B. Climbing Lane Agreements

ODOT

1. ODOT agrees to adopt a Construction Management Plan (CMP) conforming in substance to Exhibit A.
2. ODOT agrees to prepare and submit to the City of Portland an addendum to the conditions of the noise variance approved June 22, 1994, conforming in substance to Exhibit B.
3. ODOT agrees to prepare a landscape mitigation plan conforming in substance to Exhibit C, and to submit the plan to the city's Urban Forestry Commission for approval.
4. ODOT agrees to prepare contract plans and specifications that include the items described in Exhibit D.
5. If the City of Portland decides to limit Canyon Court (from Highland Parkway to Westgate Drive) to pedestrians, bicycles and emergency vehicle access, ODOT agrees to prepare the necessary change orders to its contract and specifications to provide for this type of facility rather than the reconstruction of the street.
6. ODOT agrees to give full, fair and prompt consideration to requests for review and compliance as provided in the Remedies section set out below.

City of Portland

1. The City of Portland agrees to give full, fair and timely consideration to ODOT's noise variance application and landscape mitigation plan and, if the application and plan are legally sufficient, to grant the necessary approvals.
2. In addition to complying with the existing provisions of the Transportation Management Plan for the affected area, the city agrees to take the following steps to mitigate traffic impacts:
 - a. Install traffic speed bumps on S.W. Fairview Blvd. between the Arboretum and S.W. Skyline, in anticipation of Canyon Court construction closure, coordinating with the Westside Traffic Management Program (TMP) (funded by ODOT and Tri-Met).
 - b. Install additional signing indicating road closure with local access only as shown under item no. 17 of the Construction Management Plan (CMP).
3. The council shall consider whether the City will assume responsibility for maintenance of the masonry wall located on public right-of-way.
4. The City agrees to consider limiting Canyon Court (from Highland Parkway to Westgate Drive) to pedestrian, bicycle and emergency vehicle access following climbing lane construction. Further, the city agrees to hold a hearing on this proposal by July 31, 1995, and at that time to consider temporary closure of Canyon Court to gather data on traffic impacts prior to construction closure. The City will make a final decision no later than December 31, 1995.

If access to Canyon Court is limited to pedestrian, bicycle and emergency vehicle access, then abutting property owners shall not be required to maintain the facility. If the council decides to keep Canyon Court a street open to vehicular traffic, the council shall consider whether the City will assume responsibility for maintenance of the sidewalk located on public right-of-way.
5. The City agrees to give full, fair and prompt consideration to requests for review and Compliance as provided in the Remedies section set out below.

Multnomah County

1. Multnomah County agrees to give full, fair and timely consideration to ODOT's application for a noise variance and, if the application is legally sufficient, to grant approval.
2. Multnomah County agrees to give full, fair and timely consideration to requests for review and compliance as provided in the Remedies section set out below.

C. Sylvan Interchange Agreements

The parties agree to continue the collaborative process with respect to design and mitigation of transportation and construction impacts associated with the new Sylvan Interchange. In addition, the parties agree to the following design and mitigation measures:

1. The centerline of Highway 26 shall remain in approximately the present location.
2. The new Sylvan overcrossing shall be constructed in approximately the same location as the existing overcrossing and generally as shown in Exhibit E.
3. Humphrey Blvd. shall be connected to the east side of Scholls Ferry Road to avoid construction of an additional structure.
4. The sequoia trees on the east side of Scholls Ferry Road shall be preserved.
5. Two driveways shall be preserved for each of the two businesses that sell gasoline, and the general location for the driveways shall be as shown in Exhibit E and F.
6. The ODOT maintenance station shall be remodeled or rebuilt to be consistent with the character of the neighborhood and a landscape buffer will be provided along the north and east boundaries.
7. Consistent with the concepts set out under paragraphs 1 through 6 above, efforts shall be made to:
 - a. minimize the impact on Raab Hill by revising ramp, roadway and highway alignments and providing landscape and other buffers and noise mitigation.
 - b. balance and minimize residential property impacts on both sides of affected roadways by adjusting cut and fill requirements and roadway footprints.
 - c. minimize impacts on drainage and wildlife habitat by using retaining walls or other structures to reduce areas that are required to be cut or filled.
8. The parties agree to create a Sylvan Interchange design review group, including representatives of SWHRL, SHNA, the Raab Road Neighborhood Association, and area businesses, which shall meet monthly or as needed to review implementation of the design concepts and mitigation measures in items 1 through 7 above.
9. The parties agree to prepare, in collaboration with interested neighbors, a Sylvan Interchange CMP substantially equivalent to the Climbing Lane CMP, and specifically including a Construction Advisory Committee. Some issues will be different, particularly environmental issues relating to construction in the vicinity of the three creeks south of the Sunset Highway and west of Scholls Ferry Road.

D. Remedies

If the beneficiary disagrees with the interpretation, implementation or amendment of ODOT's, or the City of Portland's agreements, under this memorandum, the beneficiary may seek to resolve the dispute by requesting review through the Construction Advisory Committee (CAC) created by the CMP. ODOT's agreements under the memorandum include, but are not limited to, the CMP (exhibit A), the referenced list of contract plans and specifications (exhibit D), the noise variance as amended (exhibit B), the landscape mitigation plan (exhibit C), and erosion control plans.

The CAC meetings shall be open to the public. The CAC shall operate by consensus. The CAC shall provide written findings with respect to any such disagreements that remain unresolved.

If any such disagreement is not resolved by the CAC, the city council or the board of county commissioners shall review it at the request of any of the beneficiaries. (The matter shall be reviewed by the governing body with jurisdiction over the location of the disputed act or omission.)

These remedies are nonexclusive and are in addition to any remedies available to the beneficiaries under applicable law.

2. Sylvan Interchange Agreements

If any of the beneficiaries has a dispute involving compliance with the Sylvan Interchange Agreements under this Memorandum of Understanding, it may seek to have the matter resolved by the Sylvan Interchange design review group.

Design review group meetings shall be open to the public. The design review group shall operate by consensus. The design review group shall provide written findings with respect to any disagreement with the Sylvan Interchange Agreements under this Memorandum of Understanding that remains unresolved.

If a disagreement with respect to the Sylvan Interchange Agreements under this Memorandum of Understanding is not resolved by the design review group, the city council or the board of county commissioners shall review it at the request of any of the beneficiaries. (The matter shall be reviewed by the governing body with jurisdiction over the location of the disputed act or omission.)

This remedy is nonexclusive and is in addition to any remedies available to the beneficiaries under applicable law.

3. Disagreements Among the Parties.

If the parties disagree with respect to the interpretation or implementation of this agreement, the parties agree that the ODOT region manager's representative, the mayor or the mayor's representative, and the chair of the board or the chair's representative shall resolve the matter.

E. Term and Agreements

This memorandum shall terminate upon the completion of construction of the Climbing Lane and Sylvan Interchange subprojects. It may be amended by agreement of the parties. Amendments may be made by the Westside Corridor project manager on behalf of the ODOT, by the mayor or the mayor's representative on behalf of the City of Portland and by the chair of the board or the chair's representative on behalf of Multnomah County. Provided, however, the parties' representatives shall not amend the agreement to terminate the status of the beneficiaries.

Before making any amendment, the parties will, at the earliest reasonable opportunity, provide notice to the beneficiaries and an opportunity for them to be heard.

Dated this ____ day of August, 1995.



Vera Katz
Mayor
City of Portland

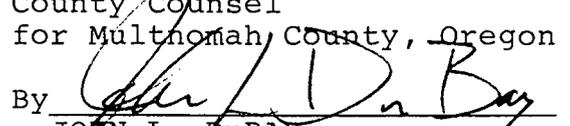
APPROVED AS TO FORM

CITY ATTORNEY

Bruce Warner
Manager
ODOT Region 1



Beverly Stein
Chair
Multnomah County

REVIEWED:
LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon
By 
JOHN L. DuBAY
Chief Asst. County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-7 DATE 11/9/95
DEB BOGSTAD
BOARD CLERK

LJK0528.MEM