

ANNOTATED MINUTES

*Tuesday, November 10, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602*

BOARD BRIEFINGS

- B-1 *Partners' Project Update and Further Explanation of Budget Modification DSS #23 Requesting \$100,000 from General Fund Contingency to Increase Multnomah County Participation in the Project's Funding Pool. Presented by Gary Nakao.*

PRESENTATION AND RESPONSE TO BOARD QUESTIONS WITH GARY NAKAO, ELLEN DECK, BARRY KAST AND ARDYS CRAGHEAD.

- B-2 *Briefing on the Transfer of the Youth Program Office from the Mental Health, Youth and Family Services Division to the Housing and Community Services Division; Development of Two Pilot Family Support Centers; and Recommendations for Implementing a Revitalized Children and Youth Services Commission. Presented by Gary Nakao.*

PRESENTATION AND RESPONSE TO BOARD QUESTIONS WITH GARY NAKAO AND MICHAEL MORRISSEY.

*Tuesday, November 10, 1992 - 10:45 AM
Multnomah County Courthouse, Room 602*

PLANNING ITEMS

Vice-Chair Sharron Kelley convened the meeting at 10:45 a.m., with Commissioners Pauline Anderson, Rick Bauman and Gary Hansen present, and Chair Gladys McCoy excused.

- P-3 **SEC 6-91a**
HDP 4-91a *REHEARING, ON THE RECORD, WITH TESTIMONY LIMITED TO 15 MINUTES PER SIDE in the Matter of the October 13, 1992 Board of Commissioners Continued Review, Resulting in a 2-2 Vote, of the June 16, 1992 Hearings Officer Decision Denying a Request to Amend SEC 6-91a and HDP 4-91a, and Permit a Culvert/Fill Driveway Crossing Over a Tributary of Balch Creek, on Property Located at 6125 NW THOMPSON ROAD.*

PLANNER MARK HESS AND COUNTY COUNSEL PETER LIVINGSTON DISCUSSION REGARDING TWO WEEK CONTINUATION. MICHAEL ROBINSON, JOHN SHERMAN AND AL BURNS TESTIFIED THEY HAD NO OBJECTION TO CONTINUANCE. ARNOLD ROCHLIN TESTIFIED IN OPPOSITION TO CONTINUANCE. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER ANDERSON, IT WAS UNANIMOUSLY APPROVED THAT THE REHEARING ON SEC 6-91a/HDP 4-91a BE CONTINUED TO

1:30 PM, TUESDAY, DECEMBER 15, 1992.

P-4 CU 11-92 *In the Matter of the Review of the Board of County Commissioners Decision Which Approved a Non-Resource Related Single Family Residence in the Multiple Use Forest Zoning District, Subject to Conditions for Property Located at 43640 EAST LARCH MOUNTAIN ROAD; and Consideration of Adoption of a FINAL ORDER by the Board*

MR. HESS AND MR. LIVINGSTON SUBMITTED AN AMENDED FINAL ORDER AND RESPONDED TO BOARD QUESTIONS AND DISCUSSION. MR. ROBINSON RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER HANSEN, AMENDED FINAL ORDER CU 11-92 IN THE MATTER OF THE REVIEW OF THE BOARD'S DECISION WHICH APPROVED, WITH CONDITIONS, A NON-RESOURCE RELATED RESIDENCE IN THE MUF ZONING DISTRICT, (ORDER 92-196) WAS UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned at 11:10 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad
Deborah L. Bogstad

Tuesday, November 10, 1992 - 1:42 PM
Multnomah County Courthouse, Room 602

AGENDA REVIEW

B-5 *Review of Agenda for Regular Meeting of November 12, 1992.*

Thursday, November 12, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602

REGULAR MEETING

Vice-Chair Sharron Kelley convened the meeting at 9:35 a.m., with Commissioners Pauline Anderson, Rick Bauman and Gary Hansen present, and Chair Gladys McCoy excused.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-5) WAS

UNANIMOUSLY APPROVED.

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-1 Liquor License Application Renewals Submitted by Sheriff's Office with Recommendation for Approval as Follows:
Dispenser Class A for the CHINA HUT RESTAURANT, 16721 SE DIVISION, PORTLAND 97236; TIPPY CANOE INN, 28242 CROWN POINT HIGHWAY, TROUTDALE 97060.
- C-2 Liquor License Application Renewals Submitted by Sheriff's Office with Recommendation for Approval as Follows:
Dispenser Class B for the RACQUET CLUB, 1853 SW HIGHLAND ROAD, PORTLAND 97221.
- C-3 Liquor License Application Renewals Submitted by Sheriff's Office with Recommendation for Approval as Follows:
Package Store for ALBERTSON'S FOOD CENTER #502 1350 NE 122ND AVENUE, PORTLAND 97230; BOB & ANN'S GROCERY, 11811 SE HAROLD, PORTLAND 97266; BOB'S CORNER GROCERY & DELI, 13110 SE DIVISION, PORTLAND 97236; COUNTRY FOOD MART, 5708 SE 136TH, PORTLAND 97236; CRACKER BARREL GROCERY, 15005 NW SAUVIE ISLAND ROAD, PORTLAND 97231; FOSTER FOOD MART, 12918 SE FOSTER ROAD, PORTLAND 97236; FRED'S MARINA, 12800 NW MARINA WAY, PORTLAND 97231; FRED MEYER, 14700 SE DIVISION, PORTLAND 97206; K.S. FOOD MARKET, 15231 SE DIVISION, PORTLAND 97236; LARSON'S MARINA, 14444 NW LARSON ROAD, PORTLAND 97231; ORIENT COUNTRY STORE, 29822 SE ORIENT DRIVE, GRESHAM 97080; PLAINVIEW GROCERY, 11800 NW CORNELIUS PASS ROAD, PORTLAND 97231; 3-D MARKET, 1739 SE 139TH AVENUE, PORTLAND 97233; WEECE'S MARKET, 7310 SE PLEASANT HOME ROAD, GRESHAM 97080;
- C-4 Liquor License Application Renewals Submitted by Sheriff's Office with Recommendation for Approval as Follows:
Retail Malt Beverage for CLUB GENESIS, 13639 SE POWELL, PORTLAND 97236; 4 ACES, 15826 SE DIVISION, PORTLAND 97236; HAPPY LANDING TAVERN, 520 SE 148TH AVENUE, PORTLAND 97233; PLEASANT HOME SALOON, 31637 SE DODGE PARK BOULEVARD, GRESHAM 97030; POWELHURST TAVERN, 844 SE 144TH, PORTLAND 97233; ROSE BOWL, 3800 SE 164TH AVENUE, PORTLAND 97236.

DEPARTMENT OF SOCIAL SERVICES

- C-5 Ratification of Intergovernmental Agreement Contract #103213 Between Multnomah County and the Oregon Housing and Community Services Department, Providing Funds for Operation of the Low Income Rental Housing Assistance (LIHRA) Program, for the Period October 24, 1992 through June 30, 1993

**UPON MOTION OF COMMISSIONER HANSEN, SECONDED
BY COMMISSIONER ANDERSON, CONSIDERATION OF THE**

FOLLOWING UNANIMOUS CONSENT ITEM WAS UNANIMOUSLY APPROVED.

JUSTICE SERVICES

COMMUNITY CORRECTIONS

- UC-1 *Ratification of Intergovernmental Agreement Contract #900383 Between Multnomah County and the Oregon Department of Corrections, Providing the Temporary Services of an Executive Manager to the Department of Corrections' Assistant Director for Community Corrections, for the Period November 20, 1992 through November 15, 1993*

JOANNE FULLER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER BAUMAN, THE AGREEMENT WAS UNANIMOUSLY APPROVED.

REGULAR AGENDA

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-1 *First Reading of an ORDINANCE Establishing an Advisory Committee on Animal Control Policies and Procedures*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER HANSEN MOVED AND COMMISSIONER ANDERSON SECONDED, APPROVAL OF FIRST READING. NO ONE WISHED TO TESTIFY. MOTION UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR TUESDAY, NOVEMBER 24, 1992.

- R-2 *Request for Approval in the Matter of a NOTICE OF INTENT to Apply for a \$10,000 Grant from the Oregon State Marine Board to be Used for Repairs to the Sheer Log Boom and Boom Piles at the M. James Gleason Boat Ramp*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER ANDERSON, R-2 WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-3 *First Reading of an ORDINANCE Establishing the Duties and Responsibilities of Purchasing, Contracts and Central Stores*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER BAUMAN MOVED AND COMMISSIONER ANDERSON SECONDED, APPROVAL OF FIRST READING. ROBERT TRACHTENBERG, JOHN DuBAY AND GARY BLACKMER DISCUSSION CONCERNING POSSIBLE CHANGES TO ORDINANCE. BOARD

COMMENTS. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER ANDERSON, IT WAS UNANIMOUSLY APPROVED THAT THE FIRST READING BE CONTINUED TO TUESDAY, NOVEMBER 24, 1992.

R-4 *RESOLUTION in the Matter of the Declaration of Official Intent to Reimburse Capital Expenditures with Proceeds of Revenue Bonds Issued to Finance the Exposition Center Facilities*

UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER BAUMAN, RESOLUTION 92-197 WAS UNANIMOUSLY APPROVED.

R-5 *Ratification of the Collective Bargaining Agreement Between Multnomah County and the Multnomah County Deputy Sheriff's Association, for the Period July 1, 1992 through June 30, 1995*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER ANDERSON, R-5 WAS UNANIMOUSLY APPROVED.

R-6 *Ratification of the Collective Bargaining Agreement Between Multnomah County and Paint Makers, Sign, Display, Truck Painters and Allied Trades Local 1094 of Washington and Oregon, AFL-CIO, for the Period July 1, 1992 through June 30, 1995*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER ANDERSON, R-6 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

R-7 *Ratification of Intergovernmental Agreement Contract #201213 Between Multnomah County and the University of Washington Department of Civil Engineering, for Development of an Emergency Medical Services Information and Mapping System for Multnomah County Emergency Services, for the Period Upon Execution through December 31, 1992*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER ANDERSON, R-7 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF SOCIAL SERVICES

R-8 *Budget Modification DSS #23 Requesting Authorization to Transfer \$100,000 from General Fund Contingency to the Mental Health, Youth and Family Services Division Budget, to Increase the County Contribution to the Partner's Project Funding Pool*

COMMISSIONER HANSEN MOVED AND COMMISSIONER

**ANDERSON SECONDED, APPROVAL OF R-7. GARY NAKAO
EXPLANATION AND RESPONSE TO BOARD QUESTIONS.
BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

- R-9 *Ratification of Intergovernmental Agreement Contract #103353 Between Multnomah County and the City of Wood Village, Providing \$60,920 of Federal Community Development Block Grant Funds for Replacement of an Asbestos Water Line at NE 240th and 241st Place and Replacement of a Sanitary Sewer Line Between Elm Avenue and the Wood Village Trunk Line, for the Period Upon Execution through September 30, 1994*

**UPON MOTION OF COMMISSIONER HANSEN, SECONDED
BY COMMISSIONER ANDERSON, R-9 WAS UNANIMOUSLY
APPROVED.**

- R-10 *Ratification of Intergovernmental Agreement Contract #103373 Between Multnomah County and the City of Gresham, Providing the Transfer of \$323,370 in Federal Community Development Block Grant Entitlement Funds from Multnomah County to the City of Gresham as Authorized Under Department of Housing and Urban Development Regulations, for the Period Upon Execution through June 30, 1993*

**UPON MOTION OF COMMISSIONER ANDERSON,
SECONDED BY COMMISSIONER HANSEN, R-10 WAS
UNANIMOUSLY APPROVED.**

- R-11 *Ratification of Intergovernmental Agreement Contract #103423 Between Multnomah County and the City of Portland, Awarding the Mental and Emotional Disabilities Homeless Shelter \$16,015 in Emergency Shelter Funds Via Community Development Block Grant and Stewart B. McKinney Grant Funds, for the Period August 15, 1992 through June 30, 1993*

**UPON MOTION OF COMMISSIONER HANSEN, SECONDED
BY COMMISSIONER ANDERSON, R-11 WAS UNANIMOUSLY
APPROVED.**

PUBLIC COMMENT

- R-12 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

The Board adjourned the regular meeting at 9:55 a.m. and reconvened at 10:00 a.m. for the following briefing.

*Thursday, November 12, 1992 - AM
Multnomah County Courthouse, Room 602*

BOARD BRIEFING

- B-1 *Briefing and Discussion Concerning Plans for Library Services, Corrections and Jail*

Levies. Presented by Ginnie Cooper, Tamara Holden, Gary Walker and Dave Warren.

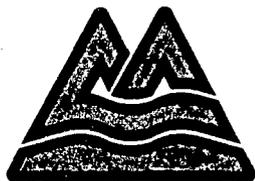
**DAVE WARREN, GARY WALKER, TAMARA HOLDEN,
LARRY AAB AND GINNIE COOPER INPUT AND RESPONSE
TO BOARD QUESTIONS AND DISCUSSION.**

There being no further business, the meeting was adjourned at 10:46 a.m.

**OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON**



Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GARY HANSEN • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
CLERK'S OFFICE • 248-3277 • 248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

NOVEMBER 9 - 13, 1992

- Tuesday, November 10, 1992 - 9:30 AM - Board BriefingsPage 2
- Tuesday, November 10, 1992 - 10:45 AM - Planning ItemsPage 2
- Tuesday, November 10, 1992 - 11:30 AM - Agenda ReviewPage 2
- Wednesday, November 11, 1992 - VETERANS DAY HOLIDAY - OFFICE CLOSED
- Thursday, November 12, 1992 - 9:30 AM - Regular Meeting . . .Page 3
- Thursday, November 12, 1992 - AM - Board BriefingPage 5
(Immediately Following Regular Meeting)

[MEETINGS ARE CANCELLED THE WEEK OF NOVEMBER 16 - 20, 1992]

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

- Thursday, 10:00 PM, Channel 11 for East and West side subscribers
- Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) subscribers
- Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers
- Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

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.

Tuesday, November 10, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-1 Partners' Project Update and Further Explanation of Budget Modification DSS #23 Requesting \$100,000 from General Fund Contingency to Increase Multnomah County Participation in the Project's Funding Pool. Presented by Gary Nakao. 9:30 AM TIME CERTAIN, 45 MINUTES REQUESTED.
- B-2 Briefing on the Transfer of the Youth Program Office from the Mental Health, Youth and Family Services Division to the Housing and Community Services Division; Development of Two Pilot Family Support Centers; and Recommendations for Implementing a Revitalized Children and Youth Services Commission. Presented by Gary Nakao. 10:15 AM TIME CERTAIN, 30 MINUTES REQUESTED.
-

Tuesday, November 10, 1992 - 10:45 AM

Multnomah County Courthouse, Room 602

PLANNING ITEMS

- P-3 SEC 6-91a
HDP 4-91a REHEARING, ON THE RECORD, WITH TESTIMONY LIMITED TO 15 MINUTES PER SIDE in the Matter of the October 13, 1992 Board of Commissioners Continued Review, Resulting in a 2-2 Vote, of the June 16, 1992 Hearings Officer Decision Denying a Request to Amend SEC 6-91a and HDP 4-91a, and Permit a Culvert/Fill Driveway Crossing Over a Tributary of Balch Creek, on Property Located at 6125 NW THOMPSON ROAD. 10:45 AM TIME CERTAIN.
- P-4 CU 11-92 In the Matter of the Review of the Board of County Commissioners Decision Which Approved a Non-Resource Related Single Family Residence in the Multiple Use Forest Zoning District, Subject to Conditions for Property Located at 43640 EAST LARCH MOUNTAIN ROAD; and Consideration of Adoption of a FINAL ORDER by the Board. 10 MINUTES REQUESTED.
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Tuesday, November 10, 1992 - 11:30 AM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

- B-5 Review of Agenda for Regular Meeting of November 12, 1992.
-

Thursday, November 12, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-1 Liquor License Application Renewals Submitted by Sheriff's Office with Recommendation for Approval as Follows:
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REGULAR AGENDA

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-1 First Reading of an ORDINANCE Establishing an Advisory Committee on Animal Control Policies and Procedures
- R-2 Request for Approval in the Matter of a NOTICE OF INTENT to Apply for a \$10,000 Grant from the Oregon State Marine Board to be Used for Repairs to the Sheer Log Boom and Boom Piles at the M. James Gleason Boat Ramp

NON-DEPARTMENTAL

- R-3 First Reading of an ORDINANCE Establishing the Duties and Responsibilities of Purchasing, Contracts and Central Stores
- R-4 RESOLUTION in the Matter of the Declaration of Official Intent to Reimburse Capital Expenditures with Proceeds of Revenue Bonds Issued to Finance the Exposition Center Facilities
- R-5 Ratification of the Collective Bargaining Agreement Between Multnomah County and the Multnomah County Deputy Sheriff's Association, for the Period July 1, 1992 through June 30, 1995
- R-6 Ratification of the Collective Bargaining Agreement Between Multnomah County and Paint Makers, Sign, Display, Truck Painters and Allied Trades Local 1094 of Washington and Oregon, AFL-CIO, for the Period July 1, 1992 through June 30, 1995

DEPARTMENT OF HEALTH

- R-7 Ratification of Intergovernmental Agreement Contract #201213 Between Multnomah County and the University of Washington Department of Civil Engineering, for Development of an Emergency Medical Services Information and Mapping System for Multnomah County Emergency Services, for the Period Upon Execution through December 31, 1992

DEPARTMENT OF SOCIAL SERVICES

- R-8 Budget Modification DSS #23 Requesting Authorization to Transfer \$100,000 from General Fund Contingency to the Mental Health, Youth and Family Services Division Budget, to Increase the County Contribution to the Partner's Project Funding Pool
- R-9 Ratification of Intergovernmental Agreement Contract #103353 Between Multnomah County and the City of Wood Village, Providing \$60,920 of Federal Community Development Block Grant Funds for Replacement of an Asbestos Water Line at NE 240th and 241st Place and Replacement of a Sanitary Sewer Line Between Elm Avenue and the Wood Village Trunk Line, for the Period Upon Execution through September 30, 1994

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PUBLIC COMMENT

- R-12 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.
-

Thursday, November 12, 1992 - AM
(Immediately Following Regular Meeting)

Multnomah County Courthouse, Room 602

BOARD BRIEFING

- B-1 Briefing and Discussion Concerning Plans for Library Services, Corrections and Jail Levies. Presented by Ginnie Cooper, Tamara Holden, Gary Walker and Dave Warren. 45 MINUTES REQUESTED.



GLADYS McCOY, Multnomah County Chair

Room 1410, Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204
(503) 248-3308

M E M O R A N D U M

TO: Office of the Board Clerk
Board of County Commissioners

FROM: Gladys McCoy
Multnomah County Chair

DATE: October 30, 1992

RE: Absence from office

I will be out of my office from November 9 through 13. I will not attend the Board meetings, Tuesday, November 10 and Thursday, November 12.

BOARD OF
COUNTY COMMISSIONERS
1992 OCT 30 AM 8:30
MULTNOMAH COUNTY
OREGON

DATE SUBMITTED: October 27, 1992

(For Clerk's Use)
Meeting Date NOV 12 1992
Agenda No. C-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the Dispenser Class A liquor license renewal for the China Hut Restaurant, 16721 SE Division, Portland, 97236. The applicant, Jean Chin, has no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION (xx) APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 OCT 30 PM 3:30

11/17/92 HAND DELIVERED ORIGINAL TO K. HUTCHISON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: K. Hutchison

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522 1992

SYMBOL	CLASSIFICATION	FEES	DISTRICT	CITY/COUNTY	DPLRN	CODE
DA	DISPENSER CLASS A SERVER EDUCATION STUDENT FEE	\$400.00 2.60	1	2600	R00019A	A

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1992.

CHINA HUT RESTAURANT INC DA-0018
 CHINA HUT RESTAURANT CHINA HUT RESTAURANT INC
 16721 SE DIVISION
 PORTLAND OR 97236 CHIN GENE M *T*

CHINA HUT RESTAURANT
 16721 SE DIVISION
 PORTLAND OR 97236

* Is Server Education designee(s), indicated by *T* above, correct? Yes No
 ** If no, who is your new designee? _____ SS# _____

1. Please list a daytime phone number in case we need more information: 253-1441
 2. Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
 YES NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____
 OFFENSE DATE CITY/STATE RESULT

3. Will anyone share in the profits who is not a licensee? YES NO
 If yes, please give name(s) and explain: _____

4. Did you make any significant changes in operation during the past year that you have not reported to the OLCC, such as changes in menu, hours of operation, or remodeling?
 YES NO IF YES, EXPLAIN: _____

5. REPORT BELOW THE AVERAGE MONTHLY SALES FIGURES TO THE NEAREST DOLLAR FOR 12 MONTH PERIOD ENDING 09-30-92.
 A. AVERAGE MONTHLY ALCOHOLIC BEVERAGE SALES (INCLUDE BEER, WINE & DISTILLED SPIRITS): \$ 10279.00 Remember: Round to the NEAREST DOLLAR.
 B. AVERAGE MONTHLY FOOD SALES: \$ 10842.00 Example: \$36,472.55 (Actual)
 C. AVERAGE MONTHLY TOTAL SALES (ADD A+B): \$ 21121.00
 D. PERCENT OF FOOD TO TOTAL SALES (DIVIDE B BY C): 51 \$36,473.00 (Rounded)

RENEWAL FEE / SERVER EDUCATION STUDENT FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$402.60 MADE PAYABLE TO "OLCC".

LATE RENEWAL ADDITIONAL FEE

If the OLCC has your complete renewal application by 12-12-92, indicated by a legible postmark, there is no late charge. From 12-12-92 to 12-31-92, you will have to pay a late fee of \$100.00. After 12-31-92, the late fee is \$160.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED
 DATE OF ENDORSEMENT: NOVEMBER 12, 1992

SIGNED: Sharron Kelley TITLE OF SIGNER: VICE-CHAIR, BOARD OF COMMISSIONERS
 SHARRON KELLEY

SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

GENE M. CHIN PRINT YOUR NAME
Sharron Kelley PRINT YOUR NAME
10-13-92 DATE SIGNATURE DATE SIGNATURE DATE SIGNATURE
544-34-9759 SOCIAL SECURITY NUMBER D.O.B. SOCIAL SECURITY NUMBER D.O.B. SOCIAL SECURITY NUMBER D.O.B.

NOTICE All employees who serve or sell alcoholic beverages MUST have a valid Service Permit.

DATE SUBMITTED: October 30, 1992

(For Clerk's Use)
Meeting Date NOV 12 1992
Agenda No. C-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is a Dispenser Class A license renewal application for The Tippy Canoe Inn, 28242 Crown Point Hwy, Troutdale, 97060. The applicant, Ron Long, has no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION () APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: K. Hutchinson

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

11/17/92 HAND DELIVERED ORIGINAL TO K. HUTCHINSON

CLERK OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 NOV - 2 11 9:00

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522 1993

SYMBOL	CLASSIFICATION	FEES	DISTRICT	CITY/COUNTY	DPLRN	CODE
DA	DISPENSER CLASS A SERVER EDUCATION STUDENT FEE	\$400.00 2.60	1	2600	R00030A	A

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1992.

TIPPY'S INC
PO BOX 283
SANDY OR 97055

DA-0028
TIPPY'S INC
LONG RON *T*

TIPPY CANOE INN
28242 CROWN POINT HWY
TROUTDALE OR 97060

* Is Server Education designee(s), indicated by *T* above, correct? Yes No
** If no, who is your new designee? _____ SS# _____

1. Please list a daytime phone number in case we need more information: 666-5170
2. Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
YES _____ NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT

3. Will anyone share in the profits who is not a licensee? YES _____ NO
If yes, please give name(s) and explain: _____
4. Did you make any significant changes in operation during the past year that you have not reported to the OLCC, such as changes in menu, hours of operation, or remodeling?
YES _____ NO IF YES, EXPLAIN: _____

5. REPORT BELOW THE AVERAGE MONTHLY SALES FIGURES TO THE NEAREST DOLLAR FOR 12 MONTH PERIOD ENDING 09-30-92.

A. AVERAGE MONTHLY ALCOHOLIC BEVERAGE SALES (INCLUDE BEER, WINE & DISTILLED SPIRITS):	\$ <u>12,786.-</u>	Remember: Round to the NEAREST DOLLAR.
B. AVERAGE MONTHLY FOOD SALES:	\$ <u>6,038.-</u>	Example: \$36,472.55 (Actual)
C. AVERAGE MONTHLY TOTAL SALES (ADD A+B):	\$ <u>18,824.-</u>	
D. PERCENT OF FOOD TO TOTAL SALES (DIVIDE B BY C):	<u>32</u> %	\$36,473.00 (Rounded)

RENEWAL FEE / SERVER EDUCATION STUDENT FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$402.60 MADE PAYABLE TO "OLCC".

LATE RENEWAL ADDITIONAL FEE

If the OLCC has your complete renewal application by 12-12-92, indicated by a legible postmark, there is no late charge. From 12-12-92 to 12-31-92, you will have to pay a late fee of \$100.00. After 12-31-92, the late fee is \$160.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED
DATE OF ENDORSEMENT: NOVEMBER 12, 1992

SIGNED: Sharron Kelley TITLE OF SIGNER: VICE-CHAIR, BOARD OF COMMISSIONERS
SHARRON KELLEY

SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

<u>Ron Long</u>			
PRINT YOUR NAME	PRINT YOUR NAME	PRINT YOUR NAME	PRINT YOUR NAME
<u>Sharron Kelley</u>	<u>10-28-92</u>		
SIGNATURE	DATE	SIGNATURE	DATE
<u>542-48 3953</u>	<u>022744</u>		
SOCIAL SECURITY NUMBER	D.O.B.	SOCIAL SECURITY NUMBER	D.O.B.

NOTICE All employees who serve or sell alcoholic beverages MUST have a valid Service Permit.

DATE SUBMITTED: October 27, 1992

(For Clerk's Use)
Meeting Date NOV 12 1992
Agenda No. C-2

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the Dispenser Class B liquor license renewal for the Racquet Club, 1853 SW Highland Rd., Portland, 97221. The applicant, Carol G. Macpherson, has no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION () APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

11/17/92 original to K. Hutchison

BOARD OF
COUNTY COMMISSIONERS
1992 OCT 30 PM 3:30
MULTNOMAH COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: *K. Hutchison*

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522 1992

SYMBOL	CLASSIFICATION	FEES	DISTRICT	CITY/COUNTY	DPLRM	CODE
DBA	DISPENSER CLASS B SERVER EDUCATION STUDENT FEE	\$100.00 2.60	1	2600	R00041A	C

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1992.

THE RACQUET CLUB INC DB-0005
 THE RACQUET CLUB THE RACQUET CLUB INC
 1853 SW HIGHLAND RD
 PORTLAND OR 97221 MCPHERSON CAROL *T*

THE RACQUET CLUB
 1853 SW HIGHLAND RD
 PORTLAND OR 97221

* Is Server Education designee(s), indicated by *T* above, correct? Yes No
 ** If no, who is your new designee? _____ SS# _____

- Please list a daytime phone number in case we need more information: 223-5460
- Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
 YES NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT
- Will anyone share in the profits who is not a licensee? YES NO
 If yes, please give name(s) and explain: _____
- Did you make any significant changes in operation during the past year that you have not reported to the OLCC, such as changes in menu, hours of operation, or remodeling?
 YES NO IF YES, EXPLAIN: _____

RENEWAL FEE / SERVER EDUCATION STUDENT FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$102.60 MADE PAYABLE TO OLCC.
 LATE RENEWAL ADDITIONAL FEE

If the OLCC has your complete renewal application by 12-12-92, indicated by a legible postmark, there is no late charge. From 12-12-92 to 12-31-92, you will have to pay a late fee of \$25.00. After 12-31-92, the late fee is \$40.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED
 DATE OF ENDORSEMENT: NOVEMBER 12, 1992
 SIGNED: Sharron Kelley TITLE OF SIGNER: VICE-CHAIR, BOARD OF COMMISSIONERS
 SHARRON KELLEY

SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

Carol D. McPherson
 PRINT YOUR NAME
 SIGNATURE DATE
Carol D. McPherson 543-72-2098 3/1/56
 SOCIAL SECURITY NUMBER D.O.B. SOCIAL SECURITY NUMBER D.O.B. SOCIAL SECURITY NUMBER D.O.B.

NOTICE All employees who serve or sell alcoholic beverages MUST have a valid Service Permit.

DATE SUBMITTED: October 27, 1992

(For Clerk's Use)
Meeting Date NOV 12 1992
Agenda No. C-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the Package Store liquor license renewal for the Albertson's Food Center #5021350, NE 122nd Ave., Portland, 97230. The applicant, Wayland Waggoner, has no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION () APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

11/17/92 ORIGINAL TO K. HUTCHISON

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 OCT 30 PM 3:31

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: *[Signature]*

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

Chet

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522

1992

SYMBOL	CLASSIFICATION	LICENSE FEE	DISTRICT	CITY/COUNTY	DPLRN	CODE
PS	PACKAGE STORE	\$50.00	1	2600	R00200A	F

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1992.

ALBERTSONS INC
LICENSE DEPT
PO BOX 20
BOISE ID 83726

ALBERTSON'S, INC.

ALBERTSONS FOOD CENTER #502
1350 NE 122ND AVE
PORTLAND OR 97230

1. Please list a daytime phone number in case we need more information: (208) 385-6200
2. Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
YES NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT

3. Will anyone share in the profits who is not a licensee? YES NO
If yes, please give name(s) and explain: _____

RENEWAL FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$50.00 MADE PAYABLE TO OLCC.

LATE RENEWAL ADDITIONAL FEE

If the OLCC has your complete renewal application by 12-12-92, indicated by a legible postmark, there is no late charge. From 12-12-92 to 12-31-92, you will have to pay a late fee of \$12.50. After 12-31-92, the late fee is \$20.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED

DATE OF ENDORSEMENT: NOVEMBER 12, 1992

SIGNED: Sharron Kelley TITLE OF SIGNER: VICE-CHAIR, BOARD OF COMMISSIONERS
SHARRON KELLEY



SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

WAYLAND WAGGONER

PRINT YOUR NAME	PRINT YOUR NAME	PRINT YOUR NAME
<u>X</u> <u>Wayland Waggoner</u>		
SIGNATURE <u>SR. TAX ACCOUNTANT</u>	SIGNATURE	SIGNATURE
DATE <u>5-19-48-1299</u>	DATE	DATE
SOCIAL SECURITY NUMBER	SOCIAL SECURITY NUMBER	SOCIAL SECURITY NUMBER
D.O.B.	D.O.B.	D.O.B.

DATE SUBMITTED: November 2, 1992

(For Clerk's Use)
Meeting Date NOV 12 1992
Agenda No. C-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the package store license renewal application for Bob and Ann's Grocery, 11811 SE Harold, Portland, Oregon 97266. The applicants, Robert Christensen and Annabelle Christensen, have no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION () APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT: 11/17/92 ORIGINAL to K. Hutchison

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: K. Hutchison

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

11/17/92
CLERK OF
MULTNOMAH COUNTY
OREGON
1992 NOV -3 AM 9:08

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522

1993

SYMBOL	CLASSIFICATION	LICENSE FEE	DISTRICT	CITY/COUNTY	DPLRN	CODE
PS	PACKAGE STORE	\$50.00	1	2600	R00220A	F

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1992.

CHRISTENSEN ROBERT A
 BOB & ANNS GROCERY
 11811 SE HAROLD
 PORTLAND OR 97266

CHRISTENSEN ROBERT A
 CHRISTENSEN ANNABELLE LEAH

BOB & ANNS GROCERY
 11811 SE HAROLD
 PORTLAND OR 97266

1. Please list a daytime phone number in case we need more information: 503-761-5389
2. Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
 YES NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT

3. Will anyone share in the profits who is not a licensee? YES NO
 If yes, please give name(s) and explain: _____

RENEWAL FEE

DO NOT MAIL CASH ENCLOSE A CHECK OR MONEY ORDER FOR \$50.00 MADE PAYABLE TO OLCC
 LATE RENEWAL ADDITIONAL FEE

If the OLCC has your complete renewal application by 12-12-92, indicated by a legible postmark, there is no late charge. From 12-12-92 to 12-31-92, you will have to pay a late fee of \$12.50. After 12-31-92, the late fee is \$20.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED

DATE OF ENDORSEMENT: NOVEMBER 12, 1992

SIGNED: Sharron Kelley TITLE OF SIGNER: VICE-CHAIR, BOARD OF COMMISSIONERS
 SHARRON KELLEY

SIGNATURES

EACH LICENSEE OR authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

Robert A. Christensen
 PRINT YOUR NAME

Annabelle Leah Christensen
 PRINT YOUR NAME

Robert A. Christensen 10-26-92
 SIGNATURE DATE

Annabelle Leah Christensen
 SIGNATURE DATE

544-40-5171 45-42
 SOCIAL SECURITY NUMBER D.O.B.

520-46-5449 10-15-92
11-4-44
 SOCIAL SECURITY NUMBER D.O.B.

 SOCIAL SECURITY NUMBER D.O.B.

DATE SUBMITTED: October 27, 1992

(For Clerk's Use)
Meeting Date NOV 12 1992
Agenda No. C-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the Package Store liquor license renewal for Bob's Corner Grocery and Deli, 13110 SE Division, Portland, 97236. The applicants, James Kim and Byung Kim, have no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION () APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

11/17/92 ORIGINAL TO K. HUTCHISON

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

1992 OCT 30 PM 3:32
MULTNOMAH COUNTY
CLERK'S OFFICE
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: *K. Hutchison*

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

DATE SUBMITTED: November 2, 1992

(For Clerk's Use)
Meeting Date NOV 12 1992
Agenda No. C-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office

DIVISION _____

CONTACT Sergeant Kathy Ferrell

TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the package store liquor license renewal application for Country Food Mart, 5708 SE 136th, Portland, Oregon 97236. The applicant, Chong Kim, has no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION () APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

CLERK OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 NOV -6 11 9 08

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: KR Hutcheson

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

4-1-20
CCH of

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522 1993

SYMBOL	CLASSIFICATION	LICENSE FEE	DISTRICT	CITY/COUNTY	DPLRN	CODE
PS	PACKAGE STORE	\$50.00	1	2600	R17172A	F

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1992.

KIM CHONG CHA
COUNTRY FOOD MART
5708 SE 136TH
PORTLAND OR 97236

KIM CHONG CHA
50.00 LC
48885
10/19/92

REJECTED
BY *JN* DATE 10-20-92
Wend

COUNTRY FOOD MART
5708 SE 136TH
PORTLAND OR 97236

1. Please list a daytime phone number in case we need more information: 761 - 5265.
2. Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
YES _____ NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT

3. Will anyone share in the profits who is not a licensee? YES _____ NO
If yes, please give name(s) and explain: _____

RENEWAL FEE

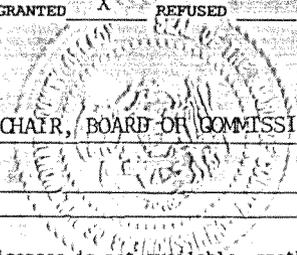
DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$50.00 MADE PAYABLE TO "OLCC".
~~LATE RENEWAL ADDITIONAL FEE~~
If the OLCC has your complete renewal application by 12-12-92, indicated by a legible postmark, there is no late charge. From 12-12-92 to 12-31-92, you will have to pay a late fee of \$12.50. After 12-31-92, the late fee is \$20.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED _____

DATE OF ENDORSEMENT: NOVEMBER 12, 1992

SIGNED: Sharron Kelley TITLE OF SIGNER: VICE-CHAIR, BOARD OF COMMISSIONERS
SHARRON KELLEY



SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

CHONG C. KIM
PRINT YOUR NAME

Shong C. K.
SIGNATURE

DATE

542 - 02 - 4971
SOCIAL SECURITY NUMBER

D.O.B. 08153-2

PRINT YOUR NAME

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

SOCIAL SECURITY NUMBER

D.O.B.

SOCIAL SECURITY NUMBER

D.O.B.

SOCIAL SECURITY NUMBER

D.O.B.

DATE SUBMITTED: November 2, 1992

(For Clerk's Use)
Meeting Date NOV 12 1992
Agenda No. C-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the package store license renewal application for The Cracker Barrel Grocery, 15005 NW Sauvie Island Road, Portland, Oregon 97231. The applicants, Kae Mun Yom and Chong Su Yom, have no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION (xx) APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: K. Hutchinson

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
NOV - 5 AM 9:08

11/17/92 ORIGINAL to K. Hutchinson

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522

1993

SYMBOL	CLASSIFICATION	LICENSE FEE	DISTRICT	CITY/COUNTY	DPLRN	CODE
PS	PACKAGE STORE	\$50.00	1	2600	R00281A	F

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1992.

YOM KAE MUN
 CRACKER BARREL GROCERY
 15005 NW SAUVIE ISLAND RD
 PORTLAND OR 97231

YOM KAE MUN
 YOM CHONG SU

CRACKER BARREL GROCERY
 15005 NW SAUVIE ISLAND RD
 PORTLAND OR 97231

1. Please list a daytime phone number in case we need more information: 621-3960
2. Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
 YES NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT

3. Will anyone share in the profits who is not a licensee? YES NO
 If yes, please give name(s) and explain: _____

RENEWAL FEE

~~DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$50.00 MADE PAYABLE TO OLCC.~~
~~LATE RENEWAL ADDITIONAL FEE~~

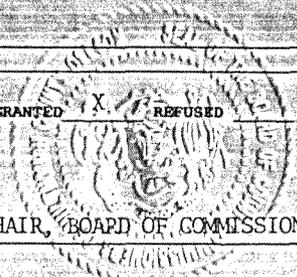
If the OLCC has your complete renewal application by 12-12-92, indicated by a legible postmark, there is no late charge. From 12-12-92 to 12-31-92, you will have to pay a late fee of \$12.50. After 12-31-92, the late fee is \$20.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED

DATE OF ENDORSEMENT: NOVEMBER 12, 1992

SIGNED: Sharron Kelley TITLE OF SIGNER: VICE-CHAIR, BOARD OF COMMISSIONERS
 SHARRON KELLEY



SIGNATURES

~~EACH LICENSEE OR AUTHORIZED CORPORATE OFFICER MUST SIGN THIS APPLICATION. IF A LICENSEE IS NOT AVAILABLE, ANOTHER PERSON MAY SIGN ONLY IF THE SIGNER INCLUDES LEGAL AUTHORIZATION FOR THE SIGNATURE.~~

<p><u>YOM, KAE MUN</u> PRINT YOUR NAME</p> <p><u>X [Signature]</u> <u>10-19-92</u> SIGNATURE DATE</p> <p><u>540-06-1925</u> <u>7/24/41</u> SOCIAL SECURITY NUMBER D.O.B.</p>	<p><u>YOM, CHONG SU</u> PRINT YOUR NAME</p> <p><u>[Signature]</u> <u>10-11-92</u> SIGNATURE DATE</p> <p><u>541-04-2665</u> <u>1/17/40</u> SOCIAL SECURITY NUMBER D.O.B.</p>	<p>PRINT YOUR NAME</p> <p>SIGNATURE DATE</p> <p>SIGNATURE DATE</p> <p>SIGNATURE DATE</p> <p>SOCIAL SECURITY NUMBER D.O.B.</p>
---	--	---

DATE SUBMITTED: November 2, 1992

(For Clerk's Use)
Meeting Date NOV 12 1992
Agenda No. C-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the package store license renewal application for The Foster Food Mart, 12918 SE Foster Road, Portland, Oregon 97236. The applicants, Hyun Bong Kim and Myung Ja Kim, have no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION () APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT: 11/12/92 ORIGINAL to K. Hutchinson

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

CLERK OF COUNTY ENGINEERING
1992 NOV -5 AM 9:00
MULTNOMAH COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: K. Hutchinson

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

cc4 ok

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522 1992

SYMBOL	CLASSIFICATION	LICENSE FEE	DISTRICT	CITY/COUNTY	DPLRN	CODE
PS	PACKAGE STORE	\$50.00	1	2600	R00295A	F

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1992.

KIM HYUNG BONG
 FOSTER FOOD MART
 12918 SE FOSTER RD
 PORTLAND OR 97236

KIM HYUNG BONG
 KIM MYUNG JA

FOSTER FOOD MART
 12918 SE FOSTER RD
 PORTLAND OR 97236

- Please list a daytime phone number in case we need more information: 761-1600
- Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
 YES NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT

- Will anyone share in the profits who is not a licensee? YES NO
 If yes, please give name(s) and explain: _____

RENEWAL FEE

DO NOT MAIL CASH ENCLOSE A CHECK OR MONEY ORDER FOR \$50.00 MADE PAYABLE TO OLCC

LATE RENEWAL ADDITIONAL FEE

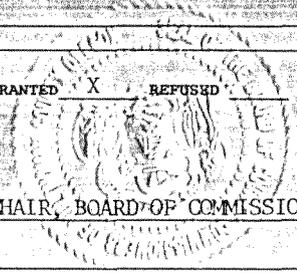
If the OLCC has your complete renewal application by 12-12-92, indicated by a legible postmark, there is no late charge. From 12-12-92 to 12-31-92, you will have to pay a late fee of \$12.50. After 12-31-92, the late fee is \$20.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED

DATE OF ENDORSEMENT: NOVEMBER 12, 1992

SIGNED: Sharron Kelley TITLE OF SIGNER: VICE-CHAIR, BOARD OF COMMISSIONERS
SHARRON KELLEY



SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

<u>Hyung BONG Kim</u>	<u>MYUNG JA Kim</u>	
PRINT YOUR NAME	PRINT YOUR NAME	PRINT YOUR NAME
<u>Hyung Kim 10-20-92</u>	<u>Myung Kim 10-20-92</u>	
SIGNATURE	SIGNATURE	SIGNATURE
<u>352-58-3329-121342</u>	<u>352-58-8561-3147</u>	
SOCIAL SECURITY NUMBER	SOCIAL SECURITY NUMBER	SOCIAL SECURITY NUMBER
D.O.B.	D.O.B.	D.O.B.

DATE SUBMITTED: October 27, 1992

(For Clerk's Use)
Meeting Date NOV 12 1992
Agenda No. C-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the Package Store liquor license renewal for Fred's Marina, 12800 NW Marina Way, Portland, 97231. The applicants, A. E. Fredrick, Veva Fredrick, and Cherie Sprando, have no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION () APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT: 11/17/92 ORIGINAL TO K. Hutchinson

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 OCT 30 PM 3:11

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: 

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

Oct 21

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522

1993

SYMBOL	CLASSIFICATION	LICENSE FEE	DISTRICT	CITY/COUNTY	DPLRN	CODE
PS	PACKAGE STORE	\$50.00	1	2600	R06953A	F

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1992.

FREVACH LAND COMPANY
 FRED'S MARINA
 12800 NW MARINA WAY
 PORTLAND OR 97231

FREVACH LAND COMPANY
 FRED'S MARINA
 12800 NW MARINA WAY
 PORTLAND OR 97231

1. Please list a daytime phone number in case we need more information: 286-5537
2. Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
 YES NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT

3. Will anyone share in the profits who is not a licensee? YES NO
 If yes, please give name(s) and explain: _____

RENEWAL FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$50.00 MADE PAYABLE TO "OLCC".
 LATE RENEWAL ADDITIONAL FEE

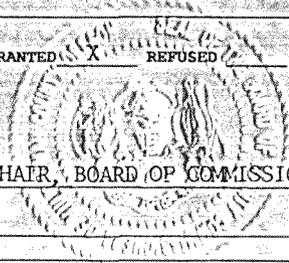
If the OLCC has your complete renewal application by 12-12-92, indicated by a legible postmark, there is no late charge. From 12-12-92 to 12-31-92, you will have to pay a late fee of \$12.50. After 12-31-92, the late fee is \$20.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED

DATE OF ENDORSEMENT: NOVEMBER 12, 1992

SIGNED: Sharron Kelley TITLE OF SIGNER: VICE-CHAIR, BOARD OF COMMISSIONERS
 SHARRON KELLEY



SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

<u>A.E. FREDRICK</u> PRINT YOUR NAME	<u>VEVA FREDRICK</u> PRINT YOUR NAME	<u>CHERIE SPRAUNO</u> PRINT YOUR NAME
<u>[Signature]</u> SIGNATURE	<u>[Signature]</u> SIGNATURE	<u>[Signature]</u> SIGNATURE
<u>11/11/92</u> DATE	<u>11/11/92</u> DATE	<u>10/11/92</u> DATE
<u>540-12-2697</u> SOCIAL SECURITY NUMBER	<u>543-16-6771</u> SOCIAL SECURITY NUMBER	<u>542-525643</u> SOCIAL SECURITY NUMBER
<u>12/13/20</u> D.O.B.	<u>7/7/92</u> D.O.B.	<u>5/9/50</u> D.O.B.

DATE SUBMITTED: November 2, 1992

(For Clerk's Use)
Meeting Date NOV 12 1992
Agenda No. C-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the package store liquor license renewal application for Fred Meyer, 14700 SE Division, Portland, Oregon 97206. The applicant, Thomas Hughes, has no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION () APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 NOV - 5 AM 9:08

11/17/92 original to Ko Hutchinson

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: *Ko Hutchinson*

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522

1993

SYMBOL	CLASSIFICATION	LICENSE FEE	DISTRICT	CITY/COUNTY	DPLRN	CODE
PS	PACKAGE STORE	\$50.00	1	2600	R15438A	F

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1992.

FRED MEYER INC
 ATTN: GENNY ANDERSON
 PO BOX 42121
 PORTLAND OR

97242

FRED MEYER INC

FRED MEYER
 14700 SE DIVISION
 PORTLAND OR 97206

1. Please list a daytime phone number in case we need more information: 233-7134.
2. Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
 YES NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT

3. Will anyone share in the profits who is not a licensee? YES NO
 If yes, please give name(s) and explain: _____

RENEWAL FEE

~~DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$50.00 MADE PAYABLE TO "OLCC"~~
~~LATE RENEWAL ADDITIONAL FEE~~

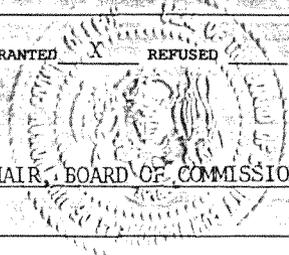
If the OLCC has your complete renewal application by 12-12-92, indicated by a legible postmark, there is no late charge. From 12-12-92 to 12-31-92, you will have to pay a late fee of \$12.50. After 12-31-92, the late fee is \$20.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED

DATE OF ENDORSEMENT: NOVEMBER 12, 1992

SIGNED: Sharron Kelley TITLE OF SIGNER: VICE-CHAIR, BOARD OF COMMISSIONERS
 SHARRON KELLEY



SIGNATURES

~~EACH LICENSEE or authorized corporate officer must sign this application.~~ If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

<u>Thomas R. Hughes</u>		
PRINT YOUR NAME	PRINT YOUR NAME	PRINT YOUR NAME
<u>[Signature]</u>		
SIGNATURE	SIGNATURE	SIGNATURE
<u>10/13/92</u>		
DATE	DATE	DATE
<u>505-54-2088</u>		
SOCIAL SECURITY NUMBER	SOCIAL SECURITY NUMBER	SOCIAL SECURITY NUMBER
D.O.B.	D.O.B.	D.O.B.

DATE SUBMITTED: October 27, 1992

(For Clerk's Use)
Meeting Date NOV 12 1992
Agenda No. C-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the Package Store liquor license renewal for K. S. Food Market, 15231 SE Division, Portland, 97236. The applicants, Heung Shik Hahm and Nansu Hahm, have no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION () APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

11/17/92 ORIGINAL to K. Hutchinson

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: *K. Hutchinson*

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

AL/elc/948-AINT

BOARD OF
COUNTY COMMISSIONERS
1992 OCT 30 PM 3:30
MULTNOMAH COUNTY
OREGON

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522

1993

SYMBOL	CLASSIFICATION	LICENSE FEE	DISTRICT	CITY/COUNTY	DPLRN	CODE
PS	PACKAGE STORE	\$50.00	1	2600	R17804A	F

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1992.

HAHM HEUNG-SHIK
 K.S. FOOD MARKET
 15231 SE DIVISION
 PORTLAND OR 97236

HAHM HEUNG-SHIK
 HAHM NAN SU

K.S. FOOD MARKET
 15231 SE DIVISION
 PORTLAND OR 97236

1. Please list a daytime phone number in case we need more information: 760-5035
2. Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
 YES NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT

3. Will anyone share in the profits who is not a licensee? YES NO
 If yes, please give name(s) and explain: _____

RENEWAL FEE

DO NOT MAIL CASH ENCLOSE A CHECK OR MONEY ORDER FOR \$50.00 MADE PAYABLE TO OLCC

LATE RENEWAL ADDITIONAL FEE

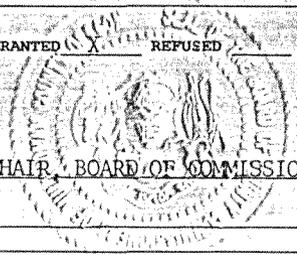
If the OLCC has your complete renewal application by 12-12-92, indicated by a legible postmark, there is no late charge. From 12-12-92 to 12-31-92, you will have to pay a late fee of \$12.50. After 12-31-92, the late fee is \$20.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED

DATE OF ENDORSEMENT: NOVEMBER 12, 1992

SIGNED: Sharron Kelley TITLE OF SIGNER: VICE-CHAIR, BOARD OF COMMISSIONERS
 SHARRON KELLEY



SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

<u>HEUNGSHIK</u> PRINT YOUR NAME	<u>HAHM</u> PRINT YOUR NAME	<u>NANSU</u> PRINT YOUR NAME	<u>HAHM</u> PRINT YOUR NAME
<u>H</u> SIGNATURE	<u>HAHM</u> SIGNATURE	<u>Nansu</u> SIGNATURE	<u>HAHM</u> SIGNATURE
<u>11-20-92</u> DATE	<u>11-20-92</u> DATE	<u>10-15-92</u> DATE	<u>10-15-92</u> DATE
<u>623-10-3320</u> SOCIAL SECURITY NUMBER	<u>11-20-46</u> D.O.B.	<u>623-10-4663</u> SOCIAL SECURITY NUMBER	<u>10-15-52</u> D.O.B.

DATE SUBMITTED: November 2, 1992

(For Clerk's Use)
Meeting Date NOV 12 1992
Agenda No. C-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the package store liquor license renewal application for Larson's Marina, 14444 NW Larson Road, Portland, Oregon 97231. The applicants, Martin Larson and Elizabeth Larson, have no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT: 11/17/92 Original to K. Hutcheson

PERSONNEL

FISCAL/BUDGETARY

GENERAL FUND

Other _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 NOV -6 AM 9:01

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: K. Hutcheson

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522 1993

SYMBOL	CLASSIFICATION	LICENSE FEE	DISTRICT	CITY/COUNTY	DPLRN	CODE
PS-P	PACKAGE STORE	\$50.00	1	2600	R16865A	F

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1992.

LARSON ELIZABETH A
 LARSON'S MARINA
 14444 NW LARSON RD
 PORTLAND OR 97231

LARSON ELIZABETH A
 LARSON MARTIN D

LARSON'S MARINA
 14444 NW LARSON RD
 PORTLAND OR 97231

- Please list a daytime phone number in case we need more information: 503/286-1223.
- Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
 YES NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT

- Will anyone share in the profits who is not a licensee? YES NO
 If yes, please give name(s) and explain: _____

- Package Store Licenses with Gas Pumps: Report actual grocery inventory at cost (DO NOT INCLUDE BEER OR WINE), please report figures to the nearest dollar amount.
\$ 2245.00

RENEWAL FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$50.00 MADE PAYABLE TO OLCC.

LATE RENEWAL ADDITIONAL FEE

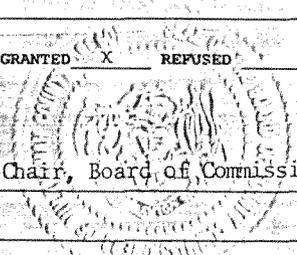
If the OLCC has your complete renewal application by 12-12-92, indicated by a legible postmark, there is no late charge. From 12-12-92 to 12-31-92, you will have to pay a late fee of \$12.50. After 12-31-92, the late fee is \$20.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) Multnomah recommends that this license be GRANTED REFUSED

DATE OF ENDORSEMENT: November 12, 1992.

SIGNED: Sharron Kelley TITLE OF SIGNER: Vice-Chair, Board of Commissioners
 Sharron Kelley



SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

Martin D. Larson
 PRINT YOUR NAME
Martin D. Larson
 SIGNATURE
 10-17-92
 DATE
 543-64-2505 2-17-52
 SOCIAL SECURITY NUMBER D.O.B.

Elizabeth A. Larson
 PRINT YOUR NAME
Elizabeth A. Larson
 SIGNATURE
 10-17-92
 DATE
 550-76-1934 10-20-50
 SOCIAL SECURITY NUMBER D.O.B.

DATE SUBMITTED: October 27, 1992

(For Clerk's Use)
Meeting Date NOV 12 1992
Agenda No. C-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the Package Store liquor license renewal for the Orient Country Store, 29822 SE Orient Dr., Gresham, 97080. The applicants, Danny Cranford and Kathy Cranford, have no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION () APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

- PERSONNEL
- () FISCAL/BUDGETARY
- () GENERAL FUND
- Other _____

11/17/92 original to K. Hutcheson

CLERK OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 OCT 30 PM 3:31

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: *K. Hutcheson*

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522

1993

SYMBOL	CLASSIFICATION	LICENSE FEE	DISTRICT	CITY/COUNTY	DPLRN	CODE
PS-P	PACKAGE STORE	\$50.00	1	2600	R00297A	F

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1992.

CRANFORD DANNY G
 ORIENT COUNTRY STORE
 29822 SE ORIENT DR
 GRESHAM OR 97080

CRANFORD DANNY G
 CRANFORD KATHY A

ORIENT COUNTRY STORE
 29822 SE ORIENT DR
 GRESHAM OR 97080

1. Please list a daytime phone number in case we need more information: 6633930
2. Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
 YES NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT

3. Will anyone share in the profits who is not a licensee? YES NO
 If yes, please give name(s) and explain: Pan Bagnit - Profit Sharing Program
4. Package Store Licenses with Gas Pumps: Report actual grocery inventory at cost (DO NOT INCLUDE BEER OR WINE), please report figures to the nearest dollar amount.
\$ 50,000

RENEWAL FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$50.00 MADE PAYABLE TO OLCC.

LATE RENEWAL ADDITIONAL FEE

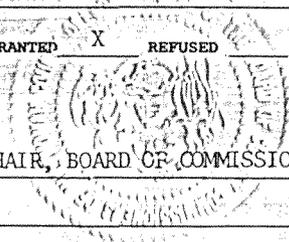
If the OLCC has your complete renewal application by 12-12-92, indicated by a legible postmark, there is no late charge. From 12-12-92 to 12-31-92, you will have to pay a late fee of \$12.50. After 12-31-92, the late fee is \$20.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED

DATE OF ENDORSEMENT: NOVEMBER 12, 1992

SIGNED: Sharron Kelley TITLE OF SIGNER: VICE-CHAIR, BOARD OF COMMISSIONERS
SHARRON KELLEY



SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

Danny Gail CRANFORD
PRINT YOUR NAME

Kathy Alice CRANFORD
PRINT YOUR NAME

Danny Cranford 10-13-92
SIGNATURE DATE

Kathy Cranford
SIGNATURE DATE

543649728 3-3-52
SOCIAL SECURITY NUMBER D.O.B.

540624075 12/15/50
SOCIAL SECURITY NUMBER D.O.B.

SIGNATURE DATE

DATE SUBMITTED: October 27, 1992

(For Clerk's Use)
Meeting Date NOV 12 1992
Agenda No. C-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the Package Store liquor license renewal for the Plain View Grocery, 11800 NW Cornelius Pass Rd., Portland, 97231. The applicant, Steven Linden, has no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION () APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT: 11/17/92 ORIGINAL TO K. Hutchinson

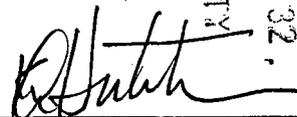
PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: 

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

1992 OCT 30 PM 3:32
MULTNOMAH COUNTY
OREGON
CLERK OF COUNTY COMMISSIONERS

CCX *ok*

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522 1993

SYMBOL	CLASSIFICATION	LICENSE FEE	DISTRICT	CITY/COUNTY	DPLRN	CODE
PS-P	PACKAGE STORE	\$50.00	1	2600	R00285A	F

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1992.

LINDEN STEVEN ALEXIS
 PLAINVIEW GROCERY
 11800 NW CORNELIUS PASS RD
 PORTLAND OR 97231

LINDEN STEVEN ALEXIS

PLAINVIEW GROCERY
 11800 NW CORNELIUS PASS RD
 PORTLAND OR 97231

1. Please list a daytime phone number in case we need more information: 645-1697.
2. Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
 YES NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT
---------	------	------------	--------

3. Will anyone share in the profits who is not a licensee? YES NO
 If yes, please give name(s) and explain: _____

4. Package Store Licenses with Gas Pumps: Report actual grocery inventory at cost (DO NOT INCLUDE BEER OR WINE), please report figures to the nearest dollar amount.
Removed gas pumps in June 1990

RENEWAL FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$50.00 MADE PAYABLE TO "OLCC"

LATE RENEWAL ADDITIONAL FEE

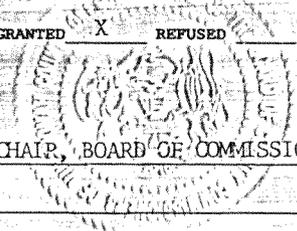
If the OLCC has your complete renewal application by 12-12-92, indicated by a legible postmark, there is no late charge. From 12-12-92 to 12-31-92, you will have to pay a late fee of \$12.50. After 12-31-92, the late fee is \$20.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED

DATE OF ENDORSEMENT: NOVEMBER 12, 1992

SIGNED: Sharron Kelley TITLE OF SIGNER: VICE-CHAIR, BOARD OF COMMISSIONERS
SHARRON KELLEY



SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

Steven Alexis Linden

PRINT YOUR NAME

PRINT YOUR NAME

PRINT YOUR NAME

Steven A Linden 10-21-92

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

540-52-9329

SOCIAL SECURITY NUMBER

D.O.B.

SOCIAL SECURITY NUMBER D.O.B.

SOCIAL SECURITY NUMBER

D.O.B.

031247

DATE SUBMITTED: October 27, 1992

(For Clerk's Use)
Meeting Date NOV 12 1992
Agenda No. C-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the Package Store liquor license renewal for the Three D Market, 1739 SE 139th Ave., Portland, 97233. The applicants, Soon Do Lee and Chung Lee, have no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION (xx) APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

11/17/92 original to K. Hutcheson

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: K. Hutcheson

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

AL/elc/948-AINT

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 OCT 30 PM 3:30

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522 1992

SYMBOL	CLASSIFICATION	LICENSE FEE	DISTRICT	CITY/COUNTY	DPLRN	CODE
PS	PACKAGE STORE	\$50.00	1	2600	R00280A	F

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1992.

LEE SOON DO
3-D MARKET
1739 SE 139TH AVE
PORTLAND OR 97233

LEE SOON DO
LEE CHONG OK

3-D MARKET
1739 SE 139TH AVE
PORTLAND OR 97233

1. Please list a daytime phone number in case we need more information: 254-1608
2. Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
 YES NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT

3. Will anyone share in the profits who is not a licensee? YES NO
 If yes, please give name(s) and explain: _____

RENEWAL FEE

DO NOT MAIL CASH ENCLOSE A CHECK OR MONEY ORDER FOR \$50.00 MADE PAYABLE TO OLCC
LATE RENEWAL ADDITIONAL FEE

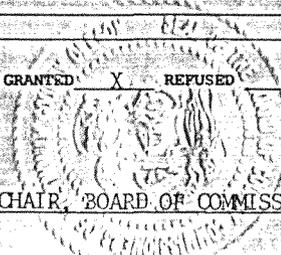
If the OLCC has your complete renewal application by 12-12-92, indicated by a legible postmark, there is no late charge. From 12-12-92 to 12-31-92, you will have to pay a late fee of \$12.50. After 12-31-92, the late fee is \$20.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED

DATE OF ENDORSEMENT: NOVEMBER 12, 1992

SIGNED: Sharron Kelley TITLE OF SIGNER: VICE-CHAIR, BOARD OF COMMISSIONERS
SHARRON KELLEY



SIGNATURES

EACH LICENSEE OR AUTHORIZED CORPORATE OFFICER MUST SIGN THIS APPLICATION. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

<u>Soon Do Lee</u> PRINT YOUR NAME	<u>Chung Ok Lee</u> PRINT YOUR NAME	
<u>Soon Do Lee</u> SIGNATURE	<u>Chung Ok Lee</u> SIGNATURE	
<u>10-13</u> DATE		
<u>542-70-7219</u> SOCIAL SECURITY NUMBER	<u>540-70-7815</u> SOCIAL SECURITY NUMBER	
<u>111528</u> D.O.B.	<u>120533</u> D.O.B.	

DATE SUBMITTED: November 2, 1992

(For Clerk's Use)
Meeting Date NOV 12 1992
Agenda No. C-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the package store license renewal application for Weece's Market, 7310 SE Pleasant Home Road, Gresham, Oregon 97080. The applicants, Hyun Kim, Ae Ju Kim, and Hong B. Kim, have no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION () APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT: 11/17/92 ORIGINAL TO K. HUTCHISON

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 NOV -6 AM 9:01

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: K. Hutchison

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522

1992

SYMBOL	CLASSIFICATION	LICENSE FEE	DISTRICT	CITY/COUNTY	DPLRN	CODE
PS	PACKAGE STORE	\$50.00	1	2600	R00277A	F

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1992.

KIM AE JA
 WEECE'S MARKET
 7310 SE PLEASANT HOME ROAD
 GRESHAM OR 97080

KIM AE JA
 KIM HONG B
 KIM HYUN JANG

WEECE'S MARKET
 7310 SE PLEASANT HOME ROAD
 GRESHAM OR 97080

1. Please list a daytime phone number in case we need more information: 663-3141
2. Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
 YES NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT

3. Will anyone share in the profits who is not a licensee? YES NO
 If yes, please give name(s) and explain: _____

RENEWAL FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$50.00 MADE PAYABLE TO OLCC.

LATE RENEWAL ADDITIONAL FEE

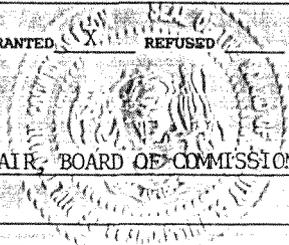
If the OLCC has your complete renewal application by 12-12-92, indicated by a legible postmark, there is no late charge. From 12-12-92 to 12-31-92, you will have to pay a late fee of \$12.50. After 12-31-92, the late fee is \$20.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED

DATE OF ENDORSEMENT: NOVEMBER 12, 1992

SIGNED: Sharron Kelley TITLE OF SIGNER: VICE-CHAIR, BOARD OF COMMISSIONERS
SHARRON KELLEY



SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

HYUN J. KIM
PRINT YOUR NAME

Ae JH Kim
PRINT YOUR NAME

Hong B. Kim
PRINT YOUR NAME

Hyun J Kim
SIGNATURE DATE

Ae JA Kim
SIGNATURE DATE

Hong B. Kim
SIGNATURE DATE

544-17-6072-3-15-96
SOCIAL SECURITY NUMBER D.O.B.

544-17-4475
SOCIAL SECURITY NUMBER D.O.B.

544-17-4694
SOCIAL SECURITY NUMBER D.O.B.

7-1-45

DATE SUBMITTED: November 2, 1992

(For Clerk's Use)
Meeting Date NOV 12 1992
Agenda No. C-4

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the retail malt beverage license renewal application for The Club Genesis, 13639 SE Powell, Portland, Oregon 97236. The applicants, Evalyn Webb and Thomas Webb, have no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION () APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

11/17/92 ORIGINAL to Ko Hutchison

CLERK OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 NOV - 3 11 9:01

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: *Ko Hutchison*

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522 1992

SYMBOL	CLASSIFICATION	FEES	DISTRICT	CITY/COUNTY	DPLRN	CODE
RMB	RETAIL MALT BEVERAGE SERVER EDUCATION STUDENT FEE	\$200.00 2.60	1	2600	R12000A	C

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1992.

WEBB'S ROYAL TAP ENTERPRISES INC
CLUB GENESIS
13639 SE POWELL
PORTLAND OR 97236

WEBB'S ROYAL TAP ENTERPRISES INC
WEBB EVELYN *T*

CLUB GENESIS
13639 SE POWELL
PORTLAND OR 97236

* Is Server Education designee(s), indicated by *T* above, correct? Yes No
** If no, who is your new designee? _____ SS# _____

- Please list a daytime phone number in case we need more information: 760-8128
- Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
YES NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT
- Will anyone share in the profits who is not a licensee? YES NO
If yes, please give name(s) and explain: _____
- Did you make any significant changes in operation during the past year that you have not reported to the OLCC, such as changes in menu, hours of operation, or remodeling?
YES NO IF YES, EXPLAIN: _____

RENEWAL FEE / SERVER EDUCATION STUDENT FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$202.60 MADE PAYABLE TO OLCC.

LATE RENEWAL ADDITIONAL FEE

If the OLCC has your complete renewal application by 12-12-92, indicated by a legible postmark, there is no late charge. From 12-12-92 to 12-31-92, you will have to pay a late fee of \$50.00. After 12-31-92, the late fee is \$80.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED
DATE OF ENDORSEMENT: NOVEMBER 12, 1992

SIGNED: Sharron Kelley TITLE OF SIGNER: VICE-CHAIR, BOARD OF COMMISSIONERS
SHARRON KELLEY

SIGNATURES

EACH LICENSEE OR AUTHORIZED CORPORATE OFFICER MUST SIGN THIS APPLICATION. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

EVELYN J. WEBB
PRINT YOUR NAME

THOMAS H. WEBB
PRINT YOUR NAME

PRINT YOUR NAME

Evelyn J. Webb 10-19-92
SIGNATURE DATE

Thomas H. Webb 10-12-92
SIGNATURE DATE

SIGNATURE DATE

543-30-7631 1-2-32
SOCIAL SECURITY NUMBER D.O.B.

543-30-5711 2-11-29
SOCIAL SECURITY NUMBER D.O.B.

SOCIAL SECURITY NUMBER D.O.B.

NOTICE All employees who serve or sell alcoholic beverages MUST have a valid Service Permit.

DATE SUBMITTED: November 2, 1992

(For Clerk's Use) **NOV 12 1992**
Meeting Date _____
Agenda No. C-4

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the retail malt beverage liquor license renewal application for The Four Aces, 15826 SE Division, Portland, Oregon 97236. The applicant, Robert Lee Studwell, has no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION () APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT: 11/17/92 ORIGINAL to K. Hutchinson

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: K. Hutchinson

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

AL/lsm/954-AINT

1992 NOV - 5 21 9:00
MULTNOMAH COUNTY
OREGON
CLERK OF COUNTY COMMISSIONERS

421
CCH of

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522 1993

SYMBOL	CLASSIFICATION	FEES	DISTRICT	CITY/COUNTY	DPLRN	CODE
RMB	RETAIL MALT BEVERAGE SERVER EDUCATION STUDENT FEE	\$200.00 2.60	1	2600	R00204A	C

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1992.

STUDWELL ROBERT L
4 ACES
15826 SE DIVISION
PORTLAND OR 97236

STUDWELL ROBERT L
4 ACES
15826 SE DIVISION
PORTLAND OR 97236

- Please list a daytime phone number in case we need more information: 761-9856.
- Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
YES NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S):

OFFENSE	DATE	CITY/STATE	RESULT
- Will anyone share in the profits who is not a licensee? YES NO
If yes, please give name(s) and explain: _____
- Did you make any significant changes in operation during the past year that you have not reported to the OLCC, such as changes in menu, hours of operation, or remodeling?
YES NO IF YES, EXPLAIN: _____

RENEWAL FEE / SERVER EDUCATION STUDENT FEE

DO NOT MAIL CASH ENCLOSE A CHECK OR MONEY ORDER FOR \$202.60 MADE PAYABLE TO "OLCC"
LATE RENEWAL ADDITIONAL FEE

If the OLCC has your complete renewal application by 12-12-92, indicated by a legible postmark, there is no late charge. From 12-12-92 to 12-31-92, you will have to pay a late fee of \$50.00. After 12-31-92, the late fee is \$80.00

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED
DATE OF ENDORSEMENT: NOVEMBER 12, 1992
SIGNED: Sharron Kelley TITLE OF SIGNER: VICE-CHAIR, BOARD OF COMMISSIONERS
SHARRON KELLEY

SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

<u>Robert Lee Studwell</u> PRINT YOUR NAME	PRINT YOUR NAME	PRINT YOUR NAME
<u>Robert Lee Studwell</u> SIGNATURE	SIGNATURE	SIGNATURE
<u>10-28-92</u> DATE	DATE	DATE
<u>543-46-2424</u> SOCIAL SECURITY NUMBER	D.O.B.	SOCIAL SECURITY NUMBER D.O.B. SOCIAL SECURITY NUMBER D.O.B.

NOTICE All employees who serve or sell alcoholic beverages MUST have a valid Service Permit.

DATE SUBMITTED: October 27, 1992

(For Clerk's Use)
Meeting Date NOV 12 1992
Agenda No. C-4

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office

DIVISION _____

CONTACT Sergeant Kathy Ferrell

TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the Retail Malt Beverage liquor license renewal for Happy Landing Tavern, 520 SE 148th, Portland, 97233. The applicant, Thomas Workman, has no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION () APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT: 11/17/92 ORIGINAL TO K. Hutcheson

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

BOARD OF
COUNTY COMMISSIONERS
1992 OCT 30 PM 3:31
MULTNOMAH COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: K. Hutcheson

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

DATE SUBMITTED: October 27, 1992

(For Clerk's Use) NOV 12 1992
Meeting Date
Agenda No. C-4

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the Retail Malt Beverage renewal application for the Pleasant Home Saloon, 31637 SE Dodge Park Blvd., Gresham, 97030. The applicant, Clifford W. Loftin, has no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION (xx) APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT: 11/17/92 original to K. Hutchinson

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: K. Hutchinson

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

1992 OCT 30 PM 3:51
CLERK OF BOARD OF
MULTNOMAH COUNTY
OREGON

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522 1993

SYMBOL	CLASSIFICATION	FEES	DISTRICT	CITY/COUNTY	DPLRN	CODE
TMB	RETAIL MALT BEVERAGE SERVER EDUCATION STUDENT FEE	\$200.00 2.60	1	2600	R14183A	C

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1992.

CW LOFTIN INC
PLEASANT HOME SALOON
31637 SE DODGE PARK BLVD
GRESHAM OR 97030

CW LOFTIN INC
LOFTIN CLIFFORD *T*

PLEASANT HOME SALOON
31637 SE DODGE PARK BLVD
GRESHAM OR 97030

* Is Server Education designee(s), indicated by *T* above, correct? Yes No
** If no, who is your new designee? _____ SS# _____

- Please list a daytime phone number in case we need more information: 663-2626
- Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED)
YES NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____
OFFENSE _____ DATE _____ CITY/STATE _____ RESULT _____
- Will anyone share in the profits who is not a licensee? YES NO
If yes, please give name(s) and explain: _____
- Did you make any significant changes in operation during the past year that you have not reported to the OLCC, such as changes in menu, hours of operation, or remodeling?
YES NO IF YES, EXPLAIN: _____

RENEWAL FEE / SERVER EDUCATION STUDENT FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$202.60 MADE PAYABLE TO "OLCC"

LATE RENEWAL ADDITIONAL FEE

If the OLCC has your complete renewal application by 12-12-92, indicated by a legible postmark, there is no late charge. From 12-12-92 to 12-31-92, you will have to pay a late fee of \$50.00. After 12-31-92, the late fee is \$80.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED
DATE OF ENDORSEMENT: NOVEMBER 12, 1992

SIGNED: Sharon Kelley TITLE OF SIGNER: VICE-CHAIR, BOARD OF COMMISSIONERS
SHARON KELLEY

SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

<u>Clifford W. Loftin</u>	PRINT YOUR NAME	PRINT YOUR NAME	PRINT YOUR NAME
<u>Clifford W. Loftin 10/12/92</u>	SIGNATURE	SIGNATURE	SIGNATURE
DATE	DATE	DATE	DATE
<u>543-42-2650</u>	SOCIAL SECURITY NUMBER	SOCIAL SECURITY NUMBER	SOCIAL SECURITY NUMBER
<u>4/21/43</u>	D.O.B.	D.O.B.	D.O.B.

NOTICE All employees who serve or sell alcoholic beverages MUST have a valid Service Permit.

DATE SUBMITTED: November 2, 1992

(For Clerk's Use)
Meeting Date NOV 12 1992
Agenda No. C-4

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the retail malt beverage license renewal application for The Powelhurst Tavern, 844 SE 144th, Portland, Oregon 97233. The applicant, Franklyn Williams, has no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION () APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

11/17/92 ORIGINAL TO K. HUTCHISON

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 NOV - 5 11 30 AM

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: KR Hutchison

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

CCH ok

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522 1993

SYMBOL	CLASSIFICATION	FEES	DISTRICT	CITY/COUNTY	DPLRN	CODE
RMB	RETAIL MALT BEVERAGE SERVER EDUCATION STUDENT FEE	\$200.00 2.60	1	2600	R00274A	C

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1992.

POWELHURST TAVERN INC
844 SE 144TH
PORTLAND OR

97233

POWELHURST TAVERN INC

WILLIAMS FRANKLYN

T

POWELHURST TAVERN
12344 SE POWELL BLVD
PORTLAND OR

97236

* Is Server Education designee(s), indicated by *T* above, correct? Yes No
** If no, who is your new designee? _____ SS# _____

- Please list a daytime phone number in case we need more information: 761-6237
- Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
YES NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT
- Will anyone share in the profits who is not a licensee? YES NO
If yes, please give name(s) and explain: _____
- Did you make any significant changes in operation during the past year that you have not reported to the OLCC, such as changes in menu, hours of operation, or remodeling?
YES NO IF YES, EXPLAIN: _____

RENEWAL FEE / SERVER EDUCATION STUDENT FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$202.60 MADE PAYABLE TO "OLCC".

LATE RENEWAL ADDITIONAL FEE

If the OLCC has your complete renewal application by 12-12-92, indicated by a legible postmark, there is no late charge. From 12-12-92 to 12-31-92, you will have to pay a late fee of \$50.00. After 12-31-92, the late fee is \$80.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED
DATE OF ENDORSEMENT: NOVEMBER 12, 1992

SIGNED: Sharron Kelley TITLE OF SIGNER: VICE-CHAIR, BOARD OF COMMISSIONERS
SHARRON KELLEY

SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

<u>Frank Lyu S. Williams</u>	PRINT YOUR NAME	PRINT YOUR NAME
<u>Frank Lyu S. Williams</u>	DATE	DATE
<u>10.22.92</u>	SIGNATURE	SIGNATURE
	DATE	DATE

<u>540-40-4193</u>	SOCIAL SECURITY NUMBER	<u>7-1-38</u>	D.O.B.	SOCIAL SECURITY NUMBER	D.O.B.	SOCIAL SECURITY NUMBER	D.O.B.
--------------------	------------------------	---------------	--------	------------------------	--------	------------------------	--------

NOTICE All employees who serve or sell alcoholic beverages MUST have a valid Service Permit.

DATE SUBMITTED: October 27, 1992

(For Clerk's Use)
Meeting Date NOV 12 1992
Agenda No. C-4

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the Retail Malt Beverage liquor license renewal for The Rose Bowl, 3800 SE 164th Ave., Portland, 97236. The applicants, Mark Frank, Leo Frank, and Barbara Frank, have no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION () APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

11/12/92 ORIGINAL TO K. HUTCHISON

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

CLERK OF
COUNTY COMMISSIONERS
1992 OCT 30 PM 3:31
MULTNOMAH COUNTY
OREGON

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522 1991

SYMBOL	CLASSIFICATION	FEES	DISTRICT	CITY/COUNTY	DPLRN	CODE
RMB	RETAIL MALT BEVERAGE SERVER EDUCATION STUDENT FEE	\$200.00 2.60	1	2600	R09151A	C

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1992.

FRANK LEO M
ROSE BOWL
3800 SE 164TH AVENUE
PORTLAND OR 97236

FRANK LEO M
FRANK MARK C

ROSE BOWL
3800 SE 164TH AVENUE
PORTLAND OR 97236

- Please list a daytime phone number in case we need more information: 288-9237.
- Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
YES _____ NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____
OFFENSE _____ DATE _____ CITY/STATE _____ RESULT _____
- Will anyone share in the profits who is not a licensee? YES _____ NO
If yes, please give name(s) and explain: _____
- Did you make any significant changes in operation during the past year that you have not reported to the OLCC, such as changes in menu, hours of operation, or remodeling?
YES _____ NO IF YES, EXPLAIN: _____

RENEWAL FEE / SERVER EDUCATION STUDENT FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$202.60 MADE PAYABLE TO "OLCC".

LATE RENEWAL ADDITIONAL FEE

If the OLCC has your complete renewal application by 12-12-92, indicated by a legible postmark, there is no late charge. From 12-12-92 to 12-31-92, you will have to pay a late fee of \$50.00. After 12-31-92, the late fee is \$80.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED _____
DATE OF ENDORSEMENT: NOVEMBER 12, 1992

SIGNED: Sharron Kelley TITLE OF SIGNER: VICE-CHAIR, BOARD OF COMMISSIONERS
SHARRON KELLEY

SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

<u>Mark C Frank</u> PRINT YOUR NAME	<u>Leo M. Frank</u> PRINT YOUR NAME	<u>Barbara J. Frank</u> PRINT YOUR NAME
<u>Mark C Frank</u> SIGNATURE	<u>Leo M. Frank</u> SIGNATURE	<u>Barbara J. Frank</u> SIGNATURE
<u>4/25/61</u> DATE	<u>10/12/92</u> DATE	<u>10/12/92</u> DATE
<u>540-76-7207</u> SOCIAL SECURITY NUMBER	<u>517-24-7876</u> SOCIAL SECURITY NUMBER	<u>534-36-4304</u> SOCIAL SECURITY NUMBER
<u>4/25/61</u> D.O.B.	<u>10/12/92</u> D.O.B.	<u>10/12/92</u> D.O.B.

NOTICE All employees who serve or sell alcoholic beverages MUST have a valid Service Permit.

070930

Meeting Date: NOV 12 1992

Agenda No: 65

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: State Memorandum of Understanding Regarding Administration of Low Income Rental Housing Assistance Program

Board Briefing: _____ Regular Meeting: _____
Date Date

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey España TELEPHONE: 248-5464

PERSON(S) MAKING PRESENTATION: Norm Monroe/Rey España

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

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

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

The Housing and Community Services Division recommends approval of the renewal Memorandum of Understanding from the State Housing and Community Services Department regarding local administration of the Low Income Rental Housing Assistance (LIHRA) program. This program assists very low income households with their rent for up to six months.

The Memorandum of Understanding sets up a payment vehicle for state funds to be channeled to the County for operation of the LIHRA program. This renews the existing agreement, which has been in place since the program's inception in FY 1991-92.

11/10/92 originals to Cilla Murray

SIGNATURES:

ELECTED OFFICIAL: _____

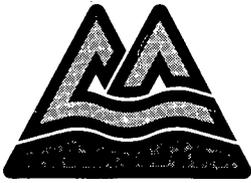
OR

DEPARTMENT MANAGER: *Gary Nelson (cc)*

(All accompanying documents must have required signatures)

lihra93a

BOARD OF
COUNTY COMMISSIONERS
1992 NOV - 3 AM 9:28
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING & COMMUNITY SERVICES DIVISION
421 S.W. FIFTH AVENUE, SECOND FLOOR
PORTLAND, OREGON 97204
(503) 248-5464
FAX: (503) 248-3332

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

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Gary Nakao, Director *Gary Nakao (af)*
Department of Social Services

FROM: Norm Monroe, Director *NM*
Housing and Community Services Division

DATE: September 25, 1992

SUBJECT: Memorandum of Understanding with Oregon Housing and Community Services Department, for Low Income Rental Housing Assistance Funds

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the attached Memorandum of Understanding renewal with the Oregon Housing and Community Services Department, for the period October 24, 1992 through June 30, 1993.

Analysis: The Housing and Community Services Division has received a renewal Memorandum of Understanding regarding local participation in the statewide Low Income Rental Housing Assistance (LIHRA) program. The Memorandum of Understanding sets up a payment vehicle for the Division to receive LIHRA administrative and rent assistance funds as they become available to the State and are allocated to local areas through an allocation formula. There is no funding limit established in the document.

The State Housing and Community Services Department operates the LIHRA program statewide. The funds, accrued through interest on rent deposits statewide, are legislatively earmarked for rent assistance for very low income households. The Memorandum of Understanding represents a commitment to pass administration of low income programs to the local community action agencies.

This Memorandum of Understanding, which, by definition, does not have the legal effect of a contract, is a renewal of a similar document due to expire October 24, 1992. The County Housing and Community Services Division/Community Action Program has been locally operating the LIHRA program since its inception in FY 1992-92.

Background: A projected level of Low Income Rental Housing Assistance funds is included in the Housing and Community Services Division budget.

lihra93



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103213

Amendment # -

<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"/> 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>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>Revenue Requirements</p> <p>AGENDA # <u>C-5</u> DATE <u>11/12/92</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p>
--	---	---

Department Social Services Division Hsg & Comm. Svc Date September 25, 1992

Contract Originator Cilla Murray Phone 248-5464 Bldg/Room B161/2nd

Administrative Contact Cilla Murray Phone 248-5464 Bldg/Room B161/2nd

Description of Contract Memorandum of Understanding sets up payment vehicle for County to receive LIHRA funds for rent assistance payments for low income persons.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name OR Dept. of Housing & Community Services

Mailing Address 1600 State St.
Salem, OR 97310-0161

Phone 503-378-4343

Employer ID # or SS # _____

Effective Date October 24, 1992

Termination Date June 30, 1993

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ Requirements

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ Per Invoice Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ N/A

Encumber: Yes No

Date 9-30-92

Date _____

Date 11/2/92

Date NOVEMBER 12, 1992

Date _____

REQUIRED SIGNATURES

Department Manager Dary Nakao (cc)

Purchasing Director
(Class II Contracts Only)

County Counsel Matthew O'Ryan

County Chair/Sheriff SHARRON KELLEY, VICE CHAIR

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.	156	010	1730			2393			LIHRA	Requirements	
02.											
03.											
*	* If additional space is needed, attach separate page. Write contract # on top of page.										

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE
106/1430

**LOW INCOME RENTAL HOUSING FUND PROGRAM -- MEMORANDUM OF UNDERSTANDING
BETWEEN THE OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT AND
MULTNOMAH COUNTY HOUSING AND COMMUNITY SERVICES DIVISION**

SECTION I. PARTIES

1. Oregon Housing and Community Services Department ("HCS")
1600 State Street, Suite 200, Salem, Oregon 97310-0161.
2. Multnomah County Housing and Community Services Division ("MCHCSD")
421 SW 5th, Second Floor, Portland, OR 97204-2221.

SECTION II. DEFINITIONS

1. "Fund" means the Low Income Rental Housing Fund.
2. "Memorandum of Understanding" means a recital of understandings between the parties which does not have the binding legal effect of a contract.
3. "Local Partnership Program" means the process described in this Memorandum of Understanding ("Memorandum") by which MCHCSD administers the Program in Multnomah County.
4. "Program" means the Low Income Rental Housing Fund Program.
5. Any other term used in this Memorandum is used as defined in ORS 458.350-458.365 or 696.247-696.254, or in OAR 813-49-001 et seq., or consistently with those provisions if not therein defined.

SECTION III. FINDINGS AND PURPOSE

1. Whereas both parties to this Memorandum wish to assure that the Program fulfills its purpose of providing rental assistance to very low income households in the most effective and efficient way possible, and

2. Whereas both parties believe that this purpose can be achieved most effectively and efficiently in Multnomah County through a process relying to the maximum extent possible on local expertise and local authority, now,
3. Therefore, the parties hereby agree to establish this Local Partnership Program to apply such local expertise to achieve the purpose of the Program by entering into the following Memorandum of Understanding:

SECTION IV. DURATION OF LOCAL PARTNERSHIP PROGRAM

1. The parties agree that the duration of the Local Partnership Program shall be for so long as Fund monies paid to MCHCSD by HCS remain rightfully in MCHCSD's possession or until June 30, 1993, whichever comes first.
2. The parties may extend the duration of the Local Partnership Program by written agreement as provided in Section VI.

SECTION V. RESPECTIVE ROLES OF MCHCSD AND HCS IN THE LOCAL PARTNERSHIP

1. MCHCSD agrees to perform the following functions:
 - a. MCHCSD will administer the Program in Multnomah County as effectively and efficiently as possible, and consistently with the following documents which HCS has provided to MCHCSD:
 - (i) Chapter 716, Oregon Laws 1991 (ORS 458.350 to 458.365 and 696.247 to 696.254);
 - (ii) OAR 813-49-001 et seq.;
 - (iii) The most recently updated Evaluation Form available; and
 - (iv) The Program Summary.

- b. MCHCSD will ensure that each household to whom it provides rental assistance through the Local Partnership Program receives social services directed to the goal of enabling the household to become self-sufficient by the time the assistance terminates. These social services shall be funded by resources other than Program funds. MCHCSD will provide to HCS profile and identification information regarding each household it funds through the Local Partnership Program, and will further monitor and provide to HCS information relating to the household's progress towards its goal of self-sufficiency during the term of the rental assistance grant and at intervals of six months and one year after the grant terminates.
 - c. MCHCSD will provide reasonable accounting information regarding monies it receives and expends through the Local Partnership Program. MCHCSD will keep Fund monies in a Fund Local Partnership Program account separate from all other monies it handles, and upon the reasonable request of HCS will return to the Fund any undedicated monies remaining in that account.
 - d. MCHCSD will consult with and defer to HCS on overall policy issues with implications beyond its own service area and will defer to HCS's determination as to whether such implications exist in a given situation.
2. HCS agrees to perform the following functions:
 - a. HCS will provide funds to MCHCSD as revenue becomes available to the Fund. HCS will distribute such funds to MCHCSD pursuant to a statewide allocation formula for such funds announced in advance, and at such regular intervals as may be reasonably feasible. These

funds shall be available to MCHCSD for payment as follows:

- i. \$250.00 per each household MCHCSD funds through this Local Partnership Program as an administrative fee to MCHCSD for the first month of rental assistance MCHCSD provides to that household;
 - ii. \$25.00 per each household MCHCSD funds through this Local Partnership Program as an administrative fee to MCHCSD for each additional month of rental assistance MCHCSD provides to that household, not to exceed \$125.00 total (beyond the \$250.00 described above) for any individual household; and
 - iii. All other funds shall provide rental assistance directly to recipient households' landlords for a total of no more than six (6) monthly contract rental assistance payments for any individual household. This six month limitation includes payments made for first and last months' rent, but does not include payments made for refundable or other move-in deposits or fees.
- b. HCS will provide policy direction and overall administrative authority for the Program, including legislative and public relations efforts, and may in its discretion provide future funding to MCHCSD beyond that contemplated in this Memorandum subject to availability of funds and determination of overall Program policy needs.
 - c. HCS will consult with and assist MCHCSD in carrying out its functions under this Memorandum, and understands that MCHCSD will be working with the Housing Authority of Portland ("HAP") to perform these functions pursuant to an agreement not inconsistent with this Memorandum.

SECTION VI. TERMS OF AGREEMENT

1. Both parties agree that this Memorandum renews the previous Memorandum of Understanding entered into between HCS and MCHCSD on the 24th day of October, 1991. This Memorandum shall become effective as of the date on which that previous Memorandum would otherwise have expired, and shall remain in effect as provided in Section IV.
2. Both parties agree that the terms of this Memorandum shall be subject to modification by act of the legislature or of an administrative body authorized to adopt rules carrying out the provisions of ORS 458.350 to 458.365 and 696.247 to 696.254, or by such mutual consent of the parties as shall be reduced to writing.
3. Subject to the limitations of the Oregon Constitution and statutes, MCHCSD and HCS each shall be solely responsible for any loss or injury caused to third parties arising from MCHCSD's or HCS's own negligent acts or omission under this agreement and the MCHCSD or HCS shall defend, hold harmless and indemnify the other party to this agreement with respect to any claim, litigation, or liability arising from the MCHCSD's or HCS's own negligent acts or omissions under this agreement.

SIGNED:

Reynard Ramsey, Date
Director, Housing and Community
Services Department

Norm Monroe

Norm Monroe, Director Date
Housing & Community Services Div.

Shannon Kelly for 11/12/92

Gladys McCoy, Chair Date
Multnomah County, OR

RENEWAL.MOU

Reviewed: *Matthew C. Kressel* 11/2/92

Laurence B. Kressel Date
Multnomah County Counsel

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # C-5 DATE 11/12/92
DEB BOGSTAD
BOARD CLERK

Meeting Date: NOVEMBER 12, 1992

Agenda No.: UC-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: IGA between Multnomah County DCC and the State of Oregon DOC

BCC Informal November 12, 1992 BCC Formal November 19, 1992
(date) (date)

DEPARTMENT Community Correction DIVISION Specialized Programs & Services

CONTACT Joanne Fuller TELEPHONE 248-3701

PERSON(S) MAKING PRESENTATION Joanne Fuller

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

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

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

To provide an IGA between Multnomah County DCC and the State of Oregon DOC, for the loan of one(1) FTE Division of Specialized Programs and Services Manager to the State DOC for a period of one year. This manager will provide legislative education; policy development and other duties for the state as listed in the letter of agreement.

The state will pay all salary and related costs for this employee, not to exceed: \$69,000.00 per year.

11/18/92 original to Tamara Holden

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER M. Tamara Holden

(All accompanying documents must have required signatures)



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 900383
Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <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	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>UC-1</u> DATE <u>11/12/92</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	---	---

Department Community Corrections Division Specialized Programs and Services Date November 09, 1992
 Contract Originator Tamara Holden Phone 248-3701 Bldg/Room 161/600
 Administrative Contact Dianne Smith Phone 248-3701 Bldg/Room 161/600

Description of Contract To provide IGA between Multnomah County DCC and The State of Oregon DOC to secure temporary services of an Executive Manager to DOC's Assistant Director for Community Corrections.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____
 ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name State of Oregon DOC
 Mailing Address 2575 Center Street NE
Salem OR 97310-0470
 Phone 378-2467
 Employer ID# or SS# _____
 Effective Date November 20, 1992
 Termination Date November 15, 1993
 Original Contract Amount \$ 69,000.00
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 69,000.00

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 M. Tamara Holden
 Purchasing Director (Class II Contracts Only) _____
 County Counsel Sharron Kelley
 County Chair / Sheriff Sharron Kelley
SHARRON KELLEY, VICE-CHAIR
 Contract Administration (Class I, Class II Contracts Only) _____

Encumber: Yes No
 Date 11-9-92
 Date _____
 Date 11-10-92
 Date NOVEMBER 12, 1992
 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.	100	021	2910							69,000.00		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

Intergovernmental Agreement
between the
Oregon Department of Corrections
and
Multnomah County

I. Authority

Pursuant to ORS 190.110, this agreement is entered into between Multnomah County and the Oregon Department of Corrections (DOC).

II. Purpose

The purpose of this agreement is to secure the temporary services of an Executive Manager to DOC's Assistant Director for Community Corrections.

III. Applicability

This agreement applies to Multnomah County, hereinafter referred to as County, and to the Oregon Department of Corrections, hereinafter referred to as DOC.

IV. Duties and Responsibilities

The employee on loan in this position shall carry out the following as assigned:

- A. *Policy Analysis.* Assess the impact and effectiveness of DOC and Community Corrections Branch policy, legislation, administrative rules, and current statutes on Community Corrections operations. Provide feedback and recommended changes to DOC's Assistant Director for Community Corrections, legislative committees and agencies outside of the Department

- B. *Administration.* Provide consultation and support to DOC's Assistant Director for Community Corrections in providing administrative services to and for the Community Corrections program. (May act for Assistant Director during absences with decision-making authority.) Serve as a member of the five-member Community Corrections Branch Management Team. Prepare presentations for the Assistant Director for a variety of audiences.
- C. *Interagency Relations.* Coordinate interactions between DOC and outside agencies in critical areas where cross-agency coordination are critical for successful implementation for all agencies impacted.
- D. *Legislation.* Evaluate potential short and long-term effects of current or proposed legislation, draft legislative testimony, attend hearings and track legislation. Present testimony when DOC's Assistant Director for Community Corrections is not available.
- E. *Public Relations.* Serve as a spokesman for DOC's Assistant Director for Community Corrections, the DOC Director and, on occasion, the Governor. Investigate and respond to inquiries, complaints, pardon requests and program information received from clients, the public, professional organizations, the media, the staff and legislators.
- F. *Policy Implementation.* Manage activities with decision-making authority as assigned within the Community Corrections Branch. This duty requires broad knowledge of and experience in public management, process, field services programs, labor relations and personnel laws relating to corrections. These responsibilities also require broad knowledge of and experience in complex policy, regulatory and legislative impacts on overall Branch operations.
- G. *Budgeting.* Evaluate programs, resources, and project needs for the development and planning of budgets.
- H. *Problem Solving.* Convene and chair intra-and inter-agency committees and work groups that work on key operational issues. These issues may arise within DOC's Community Corrections Branch, DOC as a whole, or in a statewide cross-agency setting. Make recommendations to resolve problems in program execution or implementation of new programs or laws. Analyze data to present alternative solutions. Recommend preferred course of action.
- I. *Miscellaneous Duties.* Conduct research. Prepare or review and present position papers, status reports and policy proposals to the Branch, the Department, the Legislature and other appropriate parties.

v. Procedures

- A. *Selection:* County agrees to provide Joanne Fuller to perform as Executive Manager of DOC Assistant Director for Community Corrections. The term of this agreement shall begin November 20, 1992 and end on November 15, 1993.
- B. *Supervision:* The DOC Assistant Director for Community Corrections will provide supervision for the Executive Manager.
- C. *Funding:* DOC will be responsible for the Executive Manager's salary and other payroll expenses, which currently total \$5,326 per month. County responsibility shall be limited to Unemployment Insurance, Health Insurance, PERS, workers compensation coverage, vacation and sick leave. DOC shall report to the County any sick leave or vacation leave taken. The Community Corrections Branch will compensate County for salary and other payroll expenses quarterly in amounts not to exceed the following schedule:

<u>Period</u>	<u>Amount per Period</u>
November & December 1992	\$ 7,224
January - March 1993	\$16,443
April - June 1993	\$17,006
July - September 1993	\$17,418
October & November 1993	\$ 8,709

The compensation schedule for the period from July 1, 1993, onward is subject to a cost-of-living adjustment for all exempt County employees to be determine by the County Board of Commissioners.

County will pay the Executive Manager directly as a county employee. The limit for this purpose shall not exceed \$69,000 during the term of the agreement.

- D. *Duty Station:* The duty station for this assignment shall be Salem.
- E. *Reimbursement:* The Community Corrections Branch will be responsible for the Executive Manager's travel, per diem and training cost associated with and approved for the assignment. (The cost of commuting between Salem and the Executive Manager's residence shall not be reimbursable under this agreement.) The Branch will also provide the necessary services, supplies and capital outlay to support this position. All expenses will be charged to Cost Center #911-11-25-25-00 (Central Office - Community Corrections).

VI. INDEMNIFICATION

Joanne Fuller, in carrying out the functions and duties of Executive Manager to DOC's Assistant Director for Community Corrections under this agreement shall, at all times, be deemed to be acting as an agent of the Oregon Department of Corrections. Subject to the regulations of the Oregon Constitution Statues, the Oregon Department of Corrections shall be solely responsible for any loss or injury caused or alleged to be caused to third parties arising from negligent acts or omissions in the performance of responsibilities under this agreement. Further, the Oregon Department of Corrections shall defend, hold harmless and indemnify the County with respect to any claim, litigation or liability arising from negligent acts or omissions in the performance of responsibilities under this agreement.

Joanne Fuller shall report, promptly, in writing, any claim and any occurrence that may reasonably give rise to a claim, to the Department of Corrections representative.

VII. IMPLEMENTATION

- A. *Amendments and Changes:* This agreement and any changes, alterations, modifications or amendments shall be in writing and shall not be effective until approved by signature of the parties.
- B. *Effective Date:* This agreement will take effect as of November 20, 1992, but not before signature approval of the parties.
- C. *Cancellation:* This agreement may be canceled by either party upon 30 days written notice, or sooner by mutual agreement. The requirement for thirty (30) days written notice to County as soon as possible, and termination of this agreement shall be effective immediately, but shall not affect obligation of DOC that have accrued prior to the date of notice and for which funding is lawfully available. The requirement of thirty (30) days written notice from the County shall be waived in the event the funding from its governing body is reduced or terminated.

In this event the County shall notify DOC as soon as possible, and the County shall continue to provide services required under this agreement for as long a period as the lawful funding and governing body shall allow.

- D. *Administration:* Unless otherwise specified in this agreement, DOC designated Mary Blake 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 DOC. The County designates Tamara Holden as it authorized representative to act on its behalf.

- E. *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.
- F. *Ending Date:* This agreement will terminate on November 15, 1993.

**Oregon Department
of Corrections**

Multnomah County

Elyse Clawson
Assistant Director

Sharon Kelly for
Gladys McCoy, Chair
County Board of
Commissioners

Date

NOVEMBER 12, 1992
Date

Frank A. Hall, Director

Tamara Holden, Director
Department of Community
Corrections

Date

Date

Reviewed:

Sherry Bell, Administrator
Employee Services Division

Sandra Duffy for
Laurence Kressel,
County Counsel

Date

11-12-92
Date

David White, Administrator
Risk Management
State of Oregon
Department of General Services

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # UC-1 DATE 11/12/92
DEB BOGSTAD
BOARD CLERK

Date

Meeting Date: NOV 12 1992

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Animal Control Advisory Committee Ordinance

BCC Informal 11- -92 BCC Formal 11- -92
(date) (date)

DEPARTMENT DES DIVISION Animal Control

CONTACT Mike Oswald TELEPHONE x4056

PERSON(S) MAKING PRESENTATION Mike Oswald

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 minutes

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

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

In Multnomah County, animal control problems are most severe in the highly populated urban areas, and the majority of services are provided within cities. However, currently, city governments have no representation in shaping animal control services, policies or procedures. This ordinance creates an advisory committee with representatives from municipalities, neighborhood groups, and animal interest groups that will advise the Division on recommended basic service levels and, explore fair, stable funding strategies to pay for desired services.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER mo  _____

(All accompanying documents must have required signature)

BOARD OF COUNTY COMMISSIONERS
1992 NOV - 3 PM 3: 21
MULTNOMAH COUNTY
OREGON

ORDINANCE FACT SHEET

Ordinance Title: Animal Control Advisory Committee

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

The purpose of the ordinance is to create a forum for exploring solutions to the major issues facing animal control in multnomah County and its cities (i.e. basic service levels, and permanent funding sources). The ordinance creates an advisory committee with representatives from municipalities, neighborhood groups and animal interest groups. Municipalities will benefit from this because 90% of all services being provided by animal control are within cities.

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

No local jurisdictions have formal advisory committees for animal control.

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

Other jurisdictions with animal control advisory committees have reported success in reviewing important issues of funding, budgeting, planning, legislation and service levels.

What is the fiscal impact, if any?

None.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: _____

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: MO  _____

1 BEFORE THE BOARD OF COMMISSIONERS
2 FOR THE COUNTY OF MULTNOMAH
3 ORDINANCE NO. _____
4

5 An ordinance establishing an Advisory Committee on Animal
6 Control Policies and Procedures.

7 Multnomah County ordains as follows:
8

9 Section I. Findings and Purpose

10 (A) The passage of Measure 5 has forced state and local
11 governments to reexamine what services they can continue to provide
12 and at what level. It has also forced governments to ask what is
13 the fairest method to pay for desired services.

14 (B) The state is considering budget actions that will reduce
15 resources for state funded programs by 20 to 30%. The Board will
16 face very difficult decisions in determining how to respond to
17 those reductions.

18 (C) The County currently operates a full service animal
19 control operation offering the following services: animal shelter,
20 nuisance and dangerous dog enforcement, spay/neuter education
21 program, adoption services, pet licensing, animal cruelty
22 investigations, and dead animal pick up.

23 (D) Animal control problems are most severe in highly
24 populated urban areas and most Animal Control services are provided
25 within cities. However, currently city governments have no
26 representation in shaping animal control policies and procedures.

1 (E) Over the past few years, the County has adopted several
2 cost effective measures designed to increase the portion of animal
3 control services paid for by users: greater licensing compliance
4 efforts, administrative hearings procedures for violators of the
5 ordinance, the dangerous dog ordinance, license and kennel fees.

6 (F) The County Board has expressed strong interest in having
7 animal control be supported by user fees and/or dedicated taxes,
8 thereby reducing the General Fund support. The Board asked the
9 Budget Office to study different proposals.

10
11 Section II. Establishment of an Advisory Committee for Animal
12 Control

13 (A) Membership. In accordance with the County Charter, the
14 Board of County Commissioners establishes an Advisory Committee for
15 Animal Control (ACAC). The County Chair shall appoint all
16 members, subject to approval of The Board. All members shall be
17 citizens of Multnomah County during their terms of appointment.

18 (1) The Advisory Committee shall consist of 11
19 representatives from the following areas:

20 Positions 1, 2, and 3. Three members from city governments in
21 the County. One from Portland, one from Gresham, and one
22 representing the remaining small cities.

23 Position 4. One member from the Oregon Humane Society.

24 Position 5. One member from a non-profit organization
25 interested in animal welfare.

26 Position 6 and 7. Two members who are interested citizens -

1 representatives from neighborhood and/or citizen involvement
2 organizations. At least one citizen member must be a member of the
3 Multnomah County Citizen Involvement Committee.

4 Position 8. One member from Veterinarian community.

5 Position 9. One member from the pet industry in the County.

6 Position 10. One member who is a volunteer Hearings Officer
7 involved in Animal Control activities.

8 Position 11. One member who is from the Board staff (liaison
9 to Board).

10 (B) Compensation. Members of the Advisory Committee shall
11 not receive compensation. The Committee shall be staffed by Animal
12 Control or the Department of Environmental Services.

13 (C) Operations and Procedures.

14 (1) Except as provided in paragraph (2) below, each
15 member shall be appointed by position for a term of three (3)
16 years. No person may serve more than two (2) consecutive terms on
17 the Advisory Committee.

18 (2) To ensure rotating terms, the following terms shall
19 apply to all initial appointments to the Advisory Committee:

20 Positions 1, 4, 7, and 9 shall serve three year terms.

21 Positions 3, 6, and 10 shall serve two year terms.

22 Positions 2, 5, 8, and 11 shall serve one year terms.

23 (3) Vacancies. Vacancies on the Advisory Committee can
24 be declared upon the written recommendation of the Advisory
25 Committee, if a member has missed two consecutive meetings or a
26 majority of meetings held within one year. A vacancy on the

1 Advisory Committee shall be filled in accordance with the
2 provisions of this section.

3 If a vacancy is not filled within 30 days the
4 advisory Committee may nominate a citizen for appointment to that
5 vacancy.

6 (4) Conflict of Interest. Any member of the Advisory
7 Committee who has monetary or investment interest in any matter
8 before the Advisory Committee shall so inform the membership of the
9 Advisory Committee.

10 (5) The Advisory Committee shall elect its own Chair by
11 the second meeting in each fiscal year.

12 (D) Compliance with State Laws

13 (1) All meetings shall be held in accordance with ORS
14 192, the Oregon Open Meetings Law.

15 (2) The Advisory Committee shall take minutes of its
16 meetings and provide copies of these minutes to each of its
17 members, the Elected Official/Department Head, and to the Office of
18 Citizen Involvement. The Advisory Committee shall meet the
19 requirements of ORS 192, the Oregon Public Records Law.

20 Section III. Functions of the Advisory Committee

21 (A) The Advisory Committee shall advise the Department of
22 Environmental Services and affected jurisdictions on the following:

23 (1) The first function of the advisory committee will be
24 to advise the Department and participating jurisdictions on
25 appropriate animal control service levels and funding mechanisms.

26 (2) Cost effective service improvements.

1 (3) Current regulatory issues involving the welfare of
2 animals and the community.

3 (4) Consistency of regulation across jurisdictions of
4 current animal control codes.

5 (5) Potential for making the current program more user
6 fee supported, through fees and/or taxes.

7 (6) State wide issues.

8 (7) Potential for cooperation and coordination with
9 private animal assistance agencies.

10 (8) Budget priorities.

11 (9) Public information.

12 Section IV. Adoption

13 (A) This ordinance, being necessary for the health, safety,
14 and general welfare of the people of Multnomah County, shall take
15 effect on the thirtieth (30th) day after its adoption pursuant to
16 Section 5.50 of the Charter of Multnomah County.

17 ADOPTED this _____ day of November 1992, being the date of
18 its second reading before the Board of County Commissioners of
19 Multnomah County.

20 By _____

21 Gladys McCoy, Chair
22 Multnomah County, Oregon

23 REVIEWED

24 *Laurence Kressel* O. Ryan 11/3/92

25 Laurence Kressel, County Counsel
26 of Multnomah County, Oregon

Meeting Date NOV 12 1992
Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Notice of Intent for a grant from the Oregon Marine Board

BCC Informal November 10, 1992 BCC Formal November 12, 1992
(date) (date)

DEPARTMENT Environmental Services DIVISION Park Services

CONTACT Charles Ciecko/Dan Kromer TELEPHONE 248-5050

PERSON(S) MAKING PRESENTATION Charles Ciecko or Dan Kromer

ACTION REQUESTED:

/ INFORMATIONAL ONLY / POLICY DIRECTION /X APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Notice of Intent to apply for \$10,000 emergency grant assistance from the Oregon State Marine Board. The funding will be matched by the Park Services Division. Funding will be used for emergency repairs to the county's M. James Gleason Boat Ramp sheer/log boom and piles.

*11/18/92 original
to Charles Ciecko*

1992 NOV - 9 PM 2:55
MULTIPLIPLY COUNTY
OREGON
CLERK'S OFFICE

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL cc.

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

APPENDIX A

DATE: October 30, 1992

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: Charles Ciecko/Dan Kromer, Park Services
 GRANTOR AGENCY: Oregon State Marine Board
 BEGINNING DATE OF GRANT: November 23, 1992
 PROJECT TITLE: M. James Gleason Boat Ramp Trash Rack/Boom Repair
 PROJECT DESCRIPTION/GOALS:

This emergency grant from the Marine Board will be used for unforeseen repairs to the sheer/log boom and boom piles at the M. James Gleason Boat Ramp.

PROJECT ESTIMATED BUDGET	Direct/Indirect
FEDERAL SHARE:	\$ <u> / </u>
STATE SHARE:	\$ <u> 10,000/ </u>
COUNTY SHARE:	\$ <u> 10,000/ </u>
TOTAL:	\$ <u> 20,000/ </u>

EXPLANATION OF LOCAL SHARE: (Explain indirect costs, hard-match, in-kind, etc.)

County share will be derived from the 1992-93 Budget.

SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS
 FINANCE _____ DEPARTMENT XX . IF DEPT. REPORTS, INDICATE
 REASON.

GRANT DURATION AND FUTURE RATIO: (Indicate amount of county match per year.)

One time allocation.

ADVANCE REQUESTED X YES _____ NO. IF NOT, INDICATE REASON.

RECEIPT OF FUNDS WILL BE DEPOSITED TO PO BOX _____ OR WIRED DIRECTLY _____.
 IF NOT, INDICATE REASON.

0935p/5029p

(Use appropriate County classification with yearly costs.)

\$10,000 from the 1992-93 Parks budget will be spent on materials and contracted services.

EXPLAIN MATERIALS AND SERVICES AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR AMOUNTS

COMMENTS

GRANT MANAGER

Signature Date

BUDGET DIVISION

Shawn [Signature] 11/3/92
Signature Date

FINANCE DIVISION

[Signature] * 11/5/92
Signature Date

PERSONNEL DIVISION

[Signature] 11-3-92
Signature Date

DEPARTMENT DIRECTOR

[Signature] 11-2-92
Signature Date

0935p/5029p

* Indirect costs as well as county general fund to cover will be documented on Budmod.

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 11/12/92
DEB BOGSTAD
BOARD CLERK

Meeting Date: NOV 12 1992

Agenda No.: R-3

(Above Space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: An ordinance establishing the duties and responsibilities of Purchasing, Contracts and Central Stores

BCC Informal November 10 BCC Formal November 12
(date) (date)

DEPARTMENT Non-Departmental DIVISION Commissioner Kelley

CONTACT Robert Trachtenberg TELEPHONE 248-5213

PERSON(S) MAKING PRESENTATION Robert Trachtenberg

ACTION REQUESTED

 INFORMATIONAL ONLY POLICY DIRECTION X APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN:

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

Developed in consultation with Gary Blackmer and Lillie Walker, this ordinance consolidates existing executive orders into a single document, clarifies authority and responsibility of the purchasing director, and improves internal controls.

There should be savings from improving the likelihood of bids being awarded on the merits and reduction of error. There will be some workload increase for purchasing staff which cannot be fully assessed until after implementation, but an effort will be made to absorb with existing budgeted staff.

(If space is inadequate, please use other side)

SIGNATURES

ELECTED OFFICIAL Sharon Kelley

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

1992 NOV 15 PM 2:33
MULTI-COUNTY CLERK OF
OREGON

ORDINANCE FACT SHEET

Ordinance Title: An Ordinance establishing the duties and responsibilities of Purchasing, Contracts and Central Stores

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

Developed in consultation with Gary Blackmer and Lillie Walker, this ordinance consolidates existing executive orders into a single document, clarifies authority and responsibility of the purchasing director, and improves internal controls.

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

Metro has made parallel efforts but different efforts with internal controls.

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

Metro has an appeal process which is time consuming. The process in this ordinance is more streamlined.

What is the fiscal impact, if any?

There should be savings from improving the likelihood of bids being awarded on the merits and reduction of error. There will be some workload increase for purchasing staff which cannot be fully assessed until after implementation, but an effort will be made to absorb with existing budgeted staff.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Robert J. Smith

Planning & Budget Division (if fiscal impact): David C. Sharron

Department Manager/Elected Official: _____

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

ORDINANCE NO. _____

An ordinance establishing the duties and responsibilities of Purchasing, Contracts and Central Stores.

Multnomah County ordains as follows:

Section 1. Findings and Purpose

Three Executive Orders, Nos. 94, 135, and 151, delegate or define the duties and responsibilities of Purchasing, Contracts and Central Stores and the function of the Purchasing Director/Agent. The purpose of this ordinance is to consolidate the executive orders in a single document, clarify the delegation of responsibility, and increase accountability. Executive Orders Nos. 94, 135, and 151 are hereby superseded. This ordinance shall apply to all elected officials and their staffs and all county departments.

Section 2. Authority and Duties of the County Purchasing Director/Agent

A. To purchase or contract for all supplies, materials, equipment, and services required by Multnomah County, subject to the provisions set forth.

B. To ensure compliance with all applicable federal and state laws as well as Multnomah County ordinances, rules, policies, and procedures governing the purchase and sale of

county goods, supplies, and property.

C. To establish and enforce specifications used to procure supplies, materials, equipment, and services.

D. To execute certain county contracts that are delegated by the County Chair, using the signature of the County Chair and the initials or the name of the Purchasing Director/Agent.

E. To operate a Central Stores warehouse of supplies commonly used by county agencies and approved outside agencies.

F. To receive and distribute surplus county property to county agencies or provide for the sale or disposal of property no longer needed or obsolete.

G. To develop or revise Public Contract Review Board Rules, Administrative Procedures and internal operation procedures to ensure compliance with Oregon statutes.

H. To process personal service and Public Contract Review Board exemptions in accordance with Oregon statutes and Public Contract Review Board rules.

I. To manage and monitor printing services required by county agencies for greater efficiency and economy.

J. To maintain a central file of all original executed copies of contracts in the Contracts Administration Section of Purchasing, Contracts and Central Stores.

K. To maintain a county-wide contracts information system.

L. To manage Multnomah County's contract approval

process.

Section 3. New Purchasing and Contract Regulations

A. Each applicant for any contract or bid in excess of \$1000 shall submit a conflict statement in a form agreed to by the County Auditor and Purchasing Director/Agent. The statement shall identify any county employees or officials with responsibility for processing, awarding, funding or monitoring the contract who have a familial or a financial relationship with any owner, investor or employee of the contractor.

"Familial relationships" are defined in Personnel Rule 7.

"Financial relationships" are defined as the involvement of persons in the same partnership, joint venture, company, corporation, association, or any other organization or group of persons which could result in a monetary benefit to the persons involved. No contract or bid shall be awarded to a contractor with a potential conflict unless the County Auditor or the designated representative of the Auditor has initialed the contract.

B. A Notice of Bid Award for each bid or contract shall be sent to each Commissioner. The notice should identify the price of each bid and the identity of each bidder. A Tabulation of Bid Results which identifies this information in a single document for more than one bid may also be used.

C. In any case where a low bid, quote, or proposal is not accepted, a detailed justification shall be included in

the contract file as well as included in the Notice of Bid Award sent to each Commissioner. Any such contract shall not take effect until it is initialed by at least three members of the Board of Commissioners.

D. Upon entering into any public contract or personal services agreement in an amount exceeding \$15,000 for which only one bid or response to a Request for Proposal was received, the Notice of Bid Award shall detail the reasons why only one bid or response was received. No such contract shall take effect until it is initialed by at least three members of the Board of Commissioners.

E. No consulting contract in excess of \$1000 shall be awarded unless documentation is provided to the Purchasing Director/Agent that at least three consultants were contacted as well as documentation of the reason for selection for a no bid contract. The Purchasing Director/Agent shall monitor compliance with this section and initial any such contract.

Section 4. Annual Report

The County Purchasing Director/Agent shall file an annual report of contract activity with the Multnomah County Chair and Board of County Commissioners. The annual report shall contain, at a minimum, the following items:

- (a) an index of contracts, contract prices and contractors;
- (b) information regarding contract awards to minority

and female-owned business as well as Qualified Rehabilitation Facilities;

(c) a summary of contract totals by department or function contrasting the present and prior year;

(d) a summary of contract processing costs contrasting the present and prior year; and

(e) an identification of any changes in contracting procedures during the year.

Section 5. Unauthorized Purchases

A. Prior to processing claims for payment arising from unauthorized purchases or commitments, the County Purchasing Director/Agent shall require the following information:

- (1) Description of the supplies/services furnished as a result of the unauthorized commitment;
- (2) A detailed statement of facts relating to the unauthorized commitment, including the name and position of the person who made the unauthorized purchase and an explanation of the reason why normal purchasing procedures were not used;
- (3) Documentation that the amount claimed by the supplier or contractor is fair and reasonable;
- (4) Copies of all invoices, including the original copy certifying that the supplies/services billed were received by the County and accepted, and any other pertinent documents related to the transaction;

- (5) The fund, organization and object codes for the purchase;
- (6) A statement of the steps taken or planned to prevent recurrence of such unauthorized purchases or commitments.

B. Claims for payment arising from unauthorized purchases or commitments shall require review and a written recommendation from the Purchasing Director to the Board of County Commissioners for payment approval.

Section 6. Adoption

This ordinance, being necessary for the health, safety, and general welfare of the people of Multnomah County, shall take effect on the thirtieth (30th) day after its adoption, pursuant to Section 5.50 of the Charter of Multnomah County.

ADOPTED this ____ day of _____, 1992,
being the date of its second reading before the Board of County Commissioners of Multnomah County.

(SEAL)

By _____
Gladys McCoy, Chair
Multnomah County, Oregon

REVIEWED:

BY: Peter Kressel
Laurence Kressel, County Counsel
of Multnomah County, Oregon

1679L - 60

Meeting Date: NOV 12 1992
Agenda No.: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Resolution of Intent to Reimburse Capital Cost at EXPO

BCC Informal 11/03/92 Bcc Formal 11/05/92
(date) (date)

DEPARTMENT Mgmt Support Services DIVISION Finance/Treasury

CONTACT Patricia Shaw TELEPHONE x 3290

PERSON(S) MAKING PRESENTATION Patricia Shaw

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN:

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

EXPO is currently undergoing a feasibility study to determine the level of revenue support for capital improvements.

This resolution will ensure that should the Board approve the issuance of revenue bonds as a result of the feasibility study, that cost incurred currently can be reimbursed by the issue proceeds.

*11/12/92 CERTIFIED TRUE COPIES TO
PATRICIA SHAW*

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

OR

DEPARTMENT MANAGER *Paul Boyer*

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 NOV - 2 AM 9:38

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

In the matter of the Declaration of Official Intent to Reimburse Capital Expenditures with proceeds of Revenue Bonds issued to finance the Exposition Center Facilities.)
RESOLUTION
#92- 197

WHEREAS, the Board of County Commissioners of Multnomah County, Oregon (the "Board") will consider a Resolution authorizing the issuance and negotiated sale of Exposition Center Facilities Revenue Bonds, Series 1993, (the Series 1993 Revenue Bonds") to finance the Exposition Center Facilities (the "Facilities"); and

WHEREAS, the Board reasonably expects that no funds from sources other than the Series 1993 Revenue Bonds proceeds are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the Board pursuant to their budget or financial policies with respect to certain capital expenditures to be advanced by the County for the financing of the Facilities and such expenditures are intended to be reimbursed from the proceeds of the Series 1993 Revenue Bonds;

THEREFORE BE IT RESOLVED;

1. The Board declares its Official Intent, on behalf of Multnomah County, Oregon, that the County reasonably expects to reimburse certain capital expenditures to be incurred in the financing of the Facilities with proceeds of the Series 1993 Revenue Bonds; and
2. The reasonable expectation of the Board is that the maximum amount of Series 1993 Revenue Bonds to be issued for reimbursement of expenditures is the sum of \$1,000,000.
3. This Declaration of Official Intent shall be reasonably available for public inspection within thirty (30) days after the date of adoption and approval of this Resolution in the administrative office of the Chair of the Board in the Portland Building, 1120 S.W. Fifth Avenue, 14th Floor, Portland, Oregon 97214 and shall remain available for public inspection until the date of the issue of the Series 1993 Revenue Bonds.
4. This Declaration of Official intent is consistent with the budgetary and financial circumstances of the County. The use of proceeds of the Series 1993 Revenue Bonds for reimbursement shall occur not earlier than the date on which the capital expenditure is paid and not later than one (1) year after the date on which the Facilities are placed in service.

5. This Declaration of Official Intent is pursuant to United States Department of the Treasury Regulations Section 1.103-18.

ADOPTED this 12th day of November, 1992.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By *Sharon Kelley*
Multnomah County Chair Gladys McCoy

Reviewed By:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By *JL DuBay*
County Counsel John L. DuBay

Meeting Date: NOV 12 1992

Agenda No.: R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of Multnomah County Deputy Sheriff's Association Contract
AGENDA REVIEW/ Nov. 10, 1992 (date)
BOARD BRIEFING REGULAR MEETING Nov. 12, 1992 (date)

DEPARTMENT Office of the Chair DIVISION Labor Relations

CONTACT Darrell Murray TELEPHONE X2595

PERSON(S) MAKING PRESENTATION Darrell Murray

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Ratification of Multnomah County Deputy Sheriff's Association contract.

*11/17/92 ORIGINALS TO DARRELL MURRAY
(3 SIGNATURE PAGES)*

BOARD OF COUNTY COMMISSIONERS
1992 NOV - 2 AM 11: 11
MULTNOMAH COUNTY OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *Darrell Murray*

(All accompanying documents must have required signatures)



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES (503) 248-5015
FINANCE (503) 248-3312
LABOR RELATIONS (503) 248-5135
PLANNING & BUDGET (503) 248-3883
RISK MANAGEMENT (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 Commissioners
Sheriff Robert Skipper

FROM: Darrell Murray, Deputy Labor Relations Manager *D*

DATE: October 30, 1992

SUBJECT: Ratification of Deputy Sheriff's 1992-95 Agreement

The Deputy Sheriffs have ratified the attached 1992-95 tentative collective bargaining agreement, submitted now for your consideration. The major terms are as follows:

Wages:

- 4% effective 7/1/92
- Effective 7/1/93, an increase equal to the increase in the US CPI-W, with a minimum of 2.5% and a maximum of 4%.
- Effective 7/1/94, an increase equal to the increase in the US CPI-W, with a minimum of 2.5% and a maximum of 4.5%

Insurance: Effective 7/1/93 the deputies will move to the restructured health and dental insurance plans, essentially as negotiated by Local 88 and other units. However, the reimbursement rate for non-PPO providers under ODS will be 80% of UCR rather than 70%. Also, because the deputies already had a substantially superior stop-loss provision, the increase out of pocket costs (i.e. deductibles and out of pocket maximums) will be phased in with half the increase effective 7/1/93 and the other half effective 7/1/94.

Drug and Alcohol Testing: The deputies have agreed to the same parameters as will apply to Local 88; i.e. testing based on reasonable suspicion except that unscheduled testing will be allowed for last chance agreements and rehabilitation monitoring. The language is somewhat different than that

contained in the Local 88 agreement, reflecting the Sheriff's authority to determine the rules which will govern employee conduct in this area. However, I anticipate that there will be great similarity between the overall MCSO plan and that pertaining to the rest of the County since they will be governed by essentially the same limitations.

Payroll Cycle: The deputies will go to the semi-monthly payroll at the same time it is applied to Local 88.

Overtime: Deputies will be permitted to accumulate up to 80 hours of compensatory time off equivalent to and in lieu of overtime pay. Also, this agreement will modify the K-9 premium language to reflect FLSA-complying practice.

Vacation: Bridging of periods of County service will be permitted only for vacation purposes and but not if the employee was terminated for cause. This provision is consistent with treatment accorded Corrections Officers, affects approximately 9 deputies, and was part of the quid-pro-quo for movement on the payroll cycle issue.

Seniority List: A seniority list has been added to the appendices for ease of reference.

This agreement is not everything either side would have liked. It definitely represents a compromise. However, it should prove serviceable with respect to those areas renegotiated and Labor Relations therefore recommends that it be ratified. Please call if you have any questions or wish to discuss any aspect of the agreement.

c: Randy Amundson
Bill Goss
Janet Jaron

1992 - 1995
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
MULTNOMAH COUNTY
DEPUTY SHERIFFS ASSOCIATION

LABOR RELATIONS SECTION
PORTLAND BUILDING
PORTLAND, OREGON 97204

TABLE OF CONTENTS

		PAGE
ARTICLE 1	PREAMBLE	1
ARTICLE 2	RECOGNITION	2
ARTICLE 3	MANAGEMENT RIGHTS	3
ARTICLE 4	ASSOCIATION SECURITY	4
ARTICLE 5	CHECK OFF AND SERVICE FEE	5
ARTICLE 6	NO STRIKE AND NO LOCKOUT	8
ARTICLE 7	HOLIDAYS	9
	A. Holidays and Holiday Pay	9
	B. Taking of Holidays	10
	C. Unused Holidays	10
ARTICLE 8	VACATION LEAVE	12
	A. Accrual	12
	B. Vacation Times	13
	C. Termination or Death	14
ARTICLE 9	SICK LEAVE	15
	A. Accrual	15
	B. Death	15
	C. Immediate Family	16
	D. Maternity Sick Leave	16
	E. Parental Sick Leave	16
ARTICLE 10	OTHER LEAVES	17
	A. Leave of Absence	17
	B. Jury Duty	17
	C. Voting Time	18
	D. Association Business	18
	E. Maternity Leave	18
	F. Tuition Reimbursement	18
	G. Military Service	19
	1. Leave with Pay	19
	2. Leave with Repayment	19
	3. Leave without Pay	20

		PAGE
ARTICLE 11	HEALTH AND WELFARE	21
	A. Medical-Hospital	21
	1. Kaiser	21
	2. O.D.S.	21
	B. Dental Plan	22
	C. Eligibility	22
	1. Initial Eligibility and Scope	22
	2. Domestic Partner Coverage	25
	D. Life Insurance	26
	E. Successor Plans	26
	F. Health Plan Benefit Revisions	27
	G. Retiree Medical Insurance	28
	H. Long-Term Disability Insurance	33
	I. Prescription Drug Rider/Kaiser	33
	J. Medical Spending Account	33
	K. Waiver of Coverage	33
	L. Health and Security of Persons and Facilities; Administrative Search Authorized	34
ARTICLE 12	WORKERS' COMPENSATION	39
ARTICLE 13	TORT CLAIM DEFENSE AND INDEMNIFICATION	49
ARTICLE 14	SENIORITY AND LAYOFF	50
	A. Definition of Seniority	50
	B. Computation of Seniority	50
	C. Layoff	52
	D. Bumping Rules	52
	E. Placement on the Layoff List	55
	F. Recall of Laid-off Employees	57
	G. Retirement	58
	H. Annexation	58
ARTICLE 15	HOURS OF WORK	59
	A. Regular Hours	59
	B. Work Week	59
	C. Work Day	59
	D. Shift Assignment	59
	E. Work Schedules	60
	F. Emergency Work Schedule Changes	60
	G. Rest and Meal Periods	61

	PAGE
ARTICLE 16	63
COMPENSATION	63
A. Wages and Classification Schedule	63
1. July 1, 1992 Wages	63
2. July 1, 1990 Wages	63
3. July 1, 1994 Wages	63
B. Longevity Pay	64
C. Working Out of Classification	64
D. Pay Periods	64
E. Call-in Time	65
F. Overtime	66
G. Compensatory Time Off	67
H. Court Time	67
I. Distribution	68
J. Transportation	69
K. Anniversary Step Increases	70
L. Retirement	71
M. Coach Pay	72
N. Canine Pay	72
O. Hazardous Materials Premium	72
ARTICLE 17	73
PUBLIC SAFETY ACHIEVEMENT PROGRAM	73
A. Levels	73
B. Annual Requirements	73
1. BPST Certification	73
2. Fitness Test	74
3. Health Examination	75
4. Education, Training and Community Service	76
5. Range Qualification	77
C. Requirements for Participation in the Achievement Program Each Fiscal Year	77
D. Requirements for Continuation in the Achievement Program During Each Fiscal Year	78
1. Payment	78
2. Higher Level	78
E. Officers Attaining BPST Certification During the Fiscal Year	78
F. Physical Disabilities	79
1. Temporary Medical Disability	79
2. Permanent Injury	79
3. Reasonable Accommodations	79

	PAGE	
ARTICLE 17	PUBLIC SAFETY ACHIEVEMENT PROGRAM (Cont'd)	
	G. Definition of Achievement Pay for Retirement Purposes	80
	H. Eligibility Committee	80
	I. Fair Labor Standards Act	80
ARTICLE 18	PROBATION AND TRIAL SERVICE PERIOD	82
	A. Probation	82
	B. Trial Service Period	82
ARTICLE 19	DISCIPLINE AND DISCHARGE	83
	A. Discipline	83
	1. Formal and Informal	83
	2. Prohibited Forms of Discipline	84
	3. Arrest	84
	4. Political Activity	84
	5. Polygraph Examinations	84
	B. Discharge	84
	C. Internal Investigatory Procedures	85
	1. Office of the Sheriff Manual of Procedures and Work Rules	85
	2. Contractual Internal Investigatory Procedures	85
	D. Record of Employee Conduct	88
ARTICLE 20	SETTLEMENT OF DISPUTES	89
	A. Grievance Procedure	89
	B. Stewards	91
	C. County-Association Meetings	92
	D. Processing Grievances	93
ARTICLE 21	GENERAL PROVISIONS	94
	A. No Discrimination	94
	B. Bulletin Boards	94
	C. Visits by Association Representatives	94

		PAGE
ARTICLE 21	GENERAL PROVISIONS (Cont'd)	
	D. Assignment of Association President	95
	E. Rules	95
	F. Existing Conditions	95
	G. Supremacy of Contract	96
	H. Contract Negotiations	96
	I. Safety	96
	J. Speech Rule	97
	K. Contract Work	97
ARTICLE 22	SAVINGS CLAUSE AND FUNDING	99
	A. Savings Clause	99
	B. Funding	99
ARTICLE 23	ENTIRE AGREEMENT	101
ARTICLE 24	TERMINATION	103
	SIGNATURE PAGE	104
APPENDIX A	WAGE RATES	105
APPENDIX B	PERS CONTINUATION PROGRAM ELECTION FORM	106
APPENDIX C	(SENIORITY LIST AS OF 7/1/92)	110
ADDENDUM D	MULTNOMAH COUNTY AFFIDAVIT OF MARRIAGE OR DOMESTIC PARTNERSHIP	113
ADDENDUM E	STATEMENT OF TERMINATION OF MARRIAGE OR DOMESTIC PARTNERSHIP	116

A G R E E M E N T
Between
MULTNOMAH COUNTY, OREGON
and
MULTNOMAH COUNTY DEPUTY SHERIFFS
ASSOCIATION

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, the Sheriff of Multnomah County, Oregon, hereinafter referred to as the Sheriff, and the Multnomah County Deputy Sheriffs Association, hereinafter referred to as the Association. The County, the Sheriff and the Association recognize that the effectiveness of the Multnomah County Sheriff's Office depends upon the professionalism of individual officers. The parties pledge through this Agreement to strive for ever improved services to the public of Multnomah County.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other conditions of employment.

The parties agree as follows:

ARTICLE 2
RECOGNITION

The County recognizes the Association as the sole and exclusive bargaining agent for all nonsupervisory employee members of the bargaining unit (defined hereinafter) for the purpose of establishing wages, hours and other conditions of employment. The bargaining unit shall be defined as including all non-supervisory sworn employees of the Sheriff's Office defined by Civil Service as Deputy Sheriff/Public Safety Officers, Scientific Investigators and Sergeants; and specifically excluding, Lieutenants and the Sheriff, and any other employees of the equivalent rank of Lieutenant or higher. The positions covered by this Agreement are listed in Appendix A attached hereto and made a part hereof.

ARTICLE 3
MANAGEMENT RIGHTS

The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the Sheriff's Office, determining the levels of service and methods of operation including subcontracting (except duties determined by the Sheriff to require performance by sworn law enforcement officers) and the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, to determine work schedules and assign work and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.

ARTICLE 4

ASSOCIATION SECURITY

Employees shall have the right to self-organize, to form, join, or assist labor organizations or to refrain therefrom, to bargain collectively through representatives of their own choosing, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection. There shall be no discrimination exercised against any employee covered by this Agreement because of his/her membership or Association activities.

ARTICLE 5

CHECK OFF AND SERVICE FEE

A. The County agrees to deduct once each month from the pay of employees covered by this Agreement as applicable:

1. The Association membership dues and regular assessments of those Association members who individually request such deductions in writing;

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

B. The Association expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay the monthly service fee (Section A.1. above) to a non-religious charity mutually agreed upon by the employee making such payment and the

Association, or in lieu thereof, the employee shall request that such monthly service fee payments not be deducted and shall make such payment to a charity as heretofore stated and shall furnish written proof to the Association and the County, when requested, that this has been done.

C. The Association expressly agrees that no funds derived from the monthly service fees shall be expended for political purposes by the Association.

The amounts to be deducted shall be certified to the County by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Association by the first day of the succeeding month after such deductions are made. Any change in the amounts to be deducted requires thirty (30) days advance notice from the Treasurer to the County.

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

D. The County agrees to furnish the Association each month a listing of all new employees covered by this Agreement hired during the month, and of all employees covered by this Agreement who terminated during the

month. Such listing shall contain the names of the employees, along with their job classifications, work locations and home addresses.

E. The Association agrees that it will indemnify, defend and hold the County harmless from all suits, actions, proceedings or claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement or any combination thereof, involving the application of this Article. In the event that any forum decides that any part of this Article is invalid and/or that reimbursement of the monthly service fee to non-members must be made to employees affected, the Association shall be solely responsible for such reimbursement.

ARTICLE 6

NO STRIKE AND NO LOCKOUT

No employee covered by this Agreement shall engage in any work stoppage, slowdown, or strike at any County facility or at any location where County services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, or strike take place, the Association will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, or strike is in violation of this contract and unauthorized, and otherwise use all reasonable efforts and means to prevent a continued violation of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization. Any employee engaging in any activity in violation of this Article shall be subject to immediate disciplinary action, including discharge, by the County.

There will be no lockout of employees in the unit by the County as a consequence of any dispute arising during the life and duration of this Agreement.

ARTICLE 7

HOLIDAYS

A. Holidays and Holiday Pay. Any day the President of the United States and/or Governor of Oregon declares a holiday for all public and private sector employees shall be recognized and observed as a paid holiday. In lieu of any other specific, recognized or observed holidays, each employee shall be credited with eleven (11) personal holidays per year at the commencement of each fiscal year and the employee shall receive one (1) day's pay at the straight time rate for each of the holidays selected on which he performs no work. It is recognized that one of these personal holidays is in memory of the contributions of Martin Luther King to the people of the United States. An employee hired subsequent to July 1 of a fiscal year shall be credited with 7.3 hours of personal holiday time for each full month remaining in the fiscal year.

If any employee is scheduled to work New Year's Day, Independence Day, Thanksgiving Day or Christmas Day and still has remaining personal holidays, such work day may be designated as a personal holiday and worked at the holiday overtime rate of two and one-half (2-1/2) times the regular rate.

The Sheriff may, upon ten (10) days notice, however, declare New Year's Day, Independence Day, Thanksgiving Day or Christmas Day to be a holiday for all or certain non-patrol personnel.

B. Taking of Holidays. Employees shall be allowed to use the personal holidays consecutively and/or in conjunction with regularly scheduled vacations. Consistent with the needs of the Sheriff's Office, as reasonably determined by the Sheriff or his designee(s), an employee shall be granted a personal holiday upon fifteen (15) days' notice or upon mutual agreement. Upon demand by the employee or the Association, the Sheriff's Office will provide in writing the reason(s) for any denial of such request within three (3) working days.

C. Unused Holidays. Personal holidays do not accrue on the same basis as vacations. Personal holidays which have not been used by June 30 of the fiscal year shall be forfeited subject to the exception that if the employee has applied for and been denied any personal holidays during the fiscal year, he shall be paid off at the rate of eight (8) hours straight time pay for each of a maximum of two (2) unused personal holidays. If, in the

Sheriff's judgment, there are budgetary constraints on such payment, the employee shall accrue up to a maximum of two unused personal holidays for use in the subsequent fiscal year.

In no event shall an employee be paid for unused personal holidays at the time of termination.

D. Employees who are assigned to units which observe court holidays shall be allowed to work in other assignments on the court holiday, provided they have notified the County at least thirty (30) days in advance of their intention to work on the holiday. It shall be the County's responsibility to assign the work, consistent with the employee's normal hours of work.

ARTICLE 8

VACATION LEAVE

A. Accrual. Employees shall accrue vacation time in accordance with the following schedule:

1. Less than Five Years - Two Weeks per Year.
Less than 10,440 straight time hours of continuous service, .0385 hours per straight time hour worked, cumulative to two hundred (200) hours.
2. Five Years but less than Ten Years - Three Weeks Per Year.
10,440 straight time hours, but less than 20,880 straight time hours of continuous service, .0577 hours per straight time worked, cumulative to two hundred forty (240) hours; and shall be entitled to three (3) weeks (i.e., 120 hours) vacation.
3. Ten Years but less than Twenty Years - Four Weeks per Year.
20,880 straight time hours, but less than 41,760 straight time hours of continuous service, .0769 hours per straight time hour worked, cumulative to four hundred (400) hours; and shall be entitled to four (4) weeks (i.e., 160 hours) vacation.
4. Twenty Years or More - Five Weeks per Year.
41,760 or more straight time hours of continuous service, .0961 hours per straight time hour worked, cumulative to four hundred (400) hours; and shall be entitled to five (5) weeks (i.e., 200 hours) vacation.

For the purposes of this article, continuous service shall not be terminated by voluntary termination or involuntary termination due to the expiration of a layoff list, but shall be terminated for discharge for cause. Time in continuous service shall exclude any leave of absence without pay which exceeds thirty (30) calendar days and breaks between periods of regular MCSO employment.

B. Vacation Times. Employees shall be permitted to choose either a split or an entire vacation. Vacation times shall be scheduled by the County. Scheduling shall be based primarily on the needs of efficient operations and the availability of vacation relief. Sign up for vacation shall be during or prior to January of each fiscal year. Within each unit and shift assignment, an employee shall have the right to express his or her preference for vacation time, but vacation time shall be determined on the basis of seniority, within job classification. Each employee will be permitted to exercise his or her right of seniority only at the annual sign up. The right of exercise of seniority will be limited in total for both personal holidays and vacation sign up to the amount of the employee's annual vacation accrual.

C. Termination or Death. After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his or her heirs, whichever the case may be.

ARTICLE 9

SICK LEAVE

A. Accrual. Employees shall accrue sick leave at the rate of .0461 hours for each straight time hour worked, to be used in the event of his or her illness or illness of a member of his or her immediate household. Sick leave may be accrued on an unlimited basis.

In cases where the employee is absent in excess of three (3) days, the County may, selectively, without discrimination, request from such employee a physician's statement verifying that the absence was due to illness.

B. Death. In addition to regular sick leave, an employee shall be granted not more than three (3) days leave of absence with payment at the regular rate of pay for working time missed during such three (3) day period in the event of death in the immediate family of the employee. Such leave with pay shall be for the purpose of making household adjustments or to attend funeral services. If such funeral is beyond 500 miles, the employee may be granted up to three (3) additional days with pay at the discretion of the Sheriff for travel and personal considerations.

C. Immediate Family. For purposes of the immediately preceding paragraph only, an employee's immediate family shall be defined as spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, or brother-in-law. In the event of death involving relationships other than those set forth above, under exceptional circumstances, a leave of absence may be granted by the Sheriff upon request.

D. Maternity Sick Leave. The use of sick leave during pregnancy shall be limited to those specific times when the employee is disabled from performing her normal duties and shall be governed by Section A of this Article.

E. Parental Sick Leave. The use of sick leave for parental purposes shall be governed by sections A through D of this Article except as provided by ORS 659.360, or by specific action by the Board of County Commissioners that would provide greater benefits, and as would be mutually agreed to by the Parties.

ARTICLE 10

OTHER LEAVES

A. Leave of Absence. Leaves of absence without pay for a limited period may be granted for any reasonable purpose, and such leaves may be renewed or extended for any reasonable period. Leaves of absences without pay for educational purposes may be granted under the terms of this Section.

Any employee who has been granted a leave of absence and who for any reason fails to return to work within five (5) days after the expiration of said leave of absence shall be considered as having resigned his position with the County, and his position shall thereupon be declared vacated, except and unless the employee prior to expiration of his leave of absence has made application for and has been granted an extension of said leave or has furnished evidence that he was unable to request an extension of leave by reason of sickness or physical disability.

B. Jury Duty. Employees shall be granted leave with full pay in lieu of jury fees any time they are required to report for jury duty. If an employee is excused or dismissed prior to noon, he shall report for work.

C. Voting Time. Employees shall be granted two (2) hours to vote on any election day if due to shift scheduling they would not be able to vote.

D. Association Business. Employees elected or selected by the Association to do work which takes them from their employment with the County shall, at the written request of the Association, be granted a leave of absence without pay for up to thirty (30) days at the request of the Association.

E. Maternity Leave. Maternity leave without pay shall be governed by Section A of this Article.

F. Tuition Reimbursement. The County will reimburse an employee for the cost of tuition for any course of study taken on the employee's own time which, in the County's judgment, is related to the employee's position and will result in improved performance, subject to the County's budgetary limitations and priorities. Employees shall apply for approval of the request for reimbursement at least five (5) days prior to the proposed enrollment. If approved in writing prior to enrollment, the County will make reimbursement within thirty (30) days after proof of satisfactory completion of the course. Training received under the terms of this paragraph may not be used to meet any requirement of the Law Enforcement Professional Incentive Program.

G. Military Service.

1. Leave With Pay. In compliance with State law (ORS 408.290) following six (6) months of employment, any employee may apply for a leave of absence with pay for any period of annual active duty for training as a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States. Such leave with pay and without loss of benefits or accrual of benefits shall not exceed fifteen (15) calendar days in any one (1) calendar year.

2. Leave With Repayment. Employees shall be allowed to attend required military service or training sessions which fall on their regular working day(s) in lieu of their scheduled shift provided that twenty (20) days' notice is given and they agree to and do work on a scheduled day(s) off in compensation. Such repayment shall be made within thirty (30) calendar days or the equivalent amount of pay shall be deducted from the employee's next paycheck. When an employee fails to comply with this section on two separate occasions during the term of this contract further rights under this Section 2 shall be suspended for twelve (12) months from the date of the second infraction.

3. Leave Without Pay. In compliance with Federal law (38 USC ch. 43, Part III), an employee shall be granted military leave without pay for such days as are not compensated under the provisions of subsections 1. and 2. above. There is no limitation on the number or duration of such leaves. An employee on such leave shall preserve the seniority status, pay, and vacation he or she would have had if he or she had not been absent for such purposes.

ARTICLE 11

HEALTH & WELFARE

A. Medical-Hospital. The County agrees to contribute monthly on behalf of each eligible employee monthly premium for one of the health plans offered by the County, as follows:

1. Kaiser - "C" Coverage under the Kaiser Foundation Health Plan of Oregon; or
2. O.D.S. - The same O.D.S. County Comprehensive Plan as applies to members of the County's Nurse Bargaining Unit in fiscal year 1989-90 (except that the current \$2,500 stop loss shall continue in effect); PROVIDED that effective July 1, 1993 the Kaiser and O.D.S. medical and hospital plan in effect prior to that date shall be replaced by the Kaiser and O.D.S. plans effective January 1, 1992 for exempt County employees; PROVIDED FURTHER, that the increases in deductibles and out-of-pocket maximum shall be phased in, with one-half (1/2) of the increase effective July 1, 1993 and the other half of the increase effective July 1, 1994; PROVIDED FURTHER, that the non-P.P.O. reimbursement rate under the ODS plan shall be at eighty percent (80%) of U.C.R. rather than seventy percent (70%).

B. Dental Plan. The County agrees to contribute monthly on behalf of each eligible employee the monthly premium for either of the dental insurance programs offered by the County; PROVIDED, that effective July 1, 1993 the dental insurance plans currently offered to members of the bargaining unit shall be replaced by those effective January 1, 1992 for exempt County employees.

C. Eligibility.

1. Initial Eligibility and Scope.

Coverage under Sections A and B of this Article shall include the employee and his or her immediate family (i.e., wife/husband and eligible children) or the employee, his or her domestic partner, and their eligible dependents as provided in (2) below. Eligibility for coverage under Section A commences on the first of the calendar month following the calendar month in which the employee commences work following hire or rehire unless the employee commences work on the first calendar day of the calendar month in which case eligibility for coverage commences at the time the employee commences work. Eligibility under Section B commences on the first of the calendar month following completion of six (6) months of continuous County service following hire or rehire. After initial qualification for coverage, termination and recommencement of coverage (toward which the County contributes) shall be governed as follows:

a. Coverage at Termination. If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteenth (15th) day of the calendar month in which the employee's County employment terminates, that employee's coverage toward which the County has contributed will lapse at the conclusion of that calendar month. If such work day falls after the fifteenth (15th) day of the calendar month in which the employee's County employment has terminated, coverage toward which the County contributed will lapse at the end of the immediately succeeding calendar month (example: employee A resigns effective July 15. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B resigns July 16. Employee B's coverage toward which the County has contributed will lapse August 31.)

b. Coverage when Going on Unpaid Leave. If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteenth (15th) day of the calendar month in the calendar month in which the employee's authorized leave without pay commences, coverage toward which the County has

contributed will lapse at the conclusion of the calendar month in which the leave commences. If such day falls after the fifteenth (15th) day of the calendar month in which such unpaid leave commences, coverage toward which the County has contributed will lapse at the end of the immediately succeeding calendar month. (Example: employee A's last regularly scheduled work day worked is July 15, and his or her unpaid leave commences July 16. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last regularly scheduled work day worked is July 16 and his or her unpaid leave commences July 17. Employee B's coverage toward which the County has contributed will lapse August 31.)

c. Coverage on Return from Unpaid Leave. If the employee is scheduled to and returns from authorized unpaid leave of absence on or before the fifteenth (15th) day of the calendar month the employee's coverage toward which the County shall make its normal contribution shall be effective on the first day of that calendar month. If the employee is scheduled to and returns from such leave without pay after the fifteenth (15th) day of the calendar month, the employee's coverage toward which the County contributes will be effective on the first day of the immediately succeeding calendar month. (Example: employee A's unpaid leave commences

July 1 and ends July 15. Employee A's coverage toward which the County contributes does not lapse. Employee B's unpaid leave commences July 1 and ends August 7. Owing to the combination of paragraphs b. and c. of this subsection, employee B's coverage will not lapse. Employee C's unpaid leave commences July 1 and terminates August 16. Employee C's coverage toward which the County contributes lapses July 1 and recommences September 1.

2. Domestic Partner Coverage. Effective July 1, 1993 a covered employee may enroll his or her domestic partner with whom he or she has a domestic partnership, as defined in Appendix D, and the partner's eligible dependents for coverage under Sections A and B of this Article subject to the terms set forth in the Affidavit attached hereto as Appendix D and by this reference incorporated herein. As a further precondition of coverage, all employees enrolling for new or changed coverage after the signing date of this Agreement, whether married or with a domestic partner, shall be required to complete, sign, and submit to the Employee Services Division a copy of the affidavit attached hereto as Appendix D. Employees whose marriage or domestic partnership terminates must complete, sign, and file with the Employee Services Division a copy of the Statement of Termination of Marriage/Domestic Partnership set forth at Appendix E of this Agreement. Enrollment times and other

procedures for administration of the medical and dental insurance plans shall be applied to employees with domestic partners in the same manner as to married employees.

D. Life Insurance. The County agrees to continue providing each employee covered by this Agreement with the existing term life and accidental death and dismemberment insurance in the amount of twenty thousand dollars (\$20,000). Retirees of the Sworn Law Enforcement Officer's Retirement System will be provided with two thousand (\$2,000) term life insurance coverage. Employees shall designate their beneficiaries.

E. Successor Plans. The County may change the above insurance plans subject to the following terms and limitations:

1. If the County chooses to change from a plan which is still available, the County agrees to provide to affected employees a substitute plan of the same service delivery type at substantially the same or better benefit level as assessed by the aggregate value of benefits in the plan.

2. If the County changes from a plan because it is no longer available, the County agrees to provide a substitute plan of the same service delivery type, if available, at substantially the same or a better

benefit level as assessed by the aggregate value of benefits in the plan. If a plan is discontinued and no substitute plan is available of the same service delivery type, the employee will be offered the option to enroll in an alternative service delivery plan subject to carrier approval. If such enrollment is delayed, the employee will be reimbursed for each month of missed coverage in the amount of the monthly payment normally made to Kaiser for the missed form of coverage.

F. Health Plan Benefit Revisions. Both the County and the Association recognize that the increase in cost of health care significantly exceeds the increase in cost for other goods and services. In order to address this problem, the Association agrees in concept to such cost control measures as would result from a greater emphasis on catastrophic as opposed to hospital care. These concepts have been presented to the Association in a written report by Johnson & Higgens, Insurance Consultants, during the course of bargaining. To further explore these concepts the County and Association jointly agree to explore creation of a Joint Health and Welfare Trust, or other Joint Health and Welfare Committee, for the purpose of providing all County employees with medical, dental, life and such other benefits as may be agreed upon. No trust shall be established, or the product of a

Joint Health and Welfare Committee implemented, in application to the Deputy Sheriff bargaining unit, without agreement by the Association to the specific trust proposal, or Committee recommended package, except as allowable under Section E above.

G. Retiree Medical Insurance.

1. For purposes of this section, "retiree" refers to a person who retired from the County on or after the original implementation date of this section and, at the time of retirement, occupied a position covered by the Deputy Sheriffs bargaining unit. For purposes of this section, "member" or "members" refers to an active employee(s) who permanently occupies a position(s) covered by the Deputy Sheriffs bargaining unit.

2. The implementation date of this section shall be March 31, 1990; provided, that bargaining unit members who retired on or after July 1, 1989 but before March 31, 1990 shall upon attainment of age 58 or older on or after March 31, 1990 be eligible to receive County-paid benefits as provided in this Section G if the retiree continuously self-paid the premium for his or her County medical insurance plan from the date of retirement until the date of his or her eligibility for County-paid benefits as provided in this section.

3. Except as otherwise provided in this Section, retirees may continue to participate in the County medical plan available to members, but not in other County plans not available to members. Coverage of eligible dependents uniformly terminates when coverage of the retiree terminates, except as otherwise required by applicable state or federal law.

4. To the extent members are permitted to choose from among two (2) or more medical insurance plans, retirees shall be entitled to choose between the same plans under the same conditions and at the same times as apply to members. Retired employees participating in the members' medical insurance plan shall be subject to the application of any change or elimination of benefits, carrier, administrator or administrative procedure to the same extent and at the same time as are members.

5. The retiree shall be responsible for promptly notifying the Benefits Manager (Employee Services Division, Department of General Services) in writing, of any changes in the retiree's current address and of any changes in retiree or dependent eligibility for coverage.

6. The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the

retiree's fifty-eighth (58th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the retiree had:

- a. five (5) years of continuous County service immediately preceding retirement at or after age fifty-eight (58) years, or
- b. ten (10) years of continuous County service immediately preceding retirement prior to age fifty-eight (58) years, or
- c. ten (10) years of continuous County service immediately preceding disability retirement regardless of age.

7. Actual application for Medicare shall not be required for a finding that a retiree is "eligible for Medicare" under subsection 6 of this section.

8. Part-time service in a regular budgeted position shall be prorated for purposes of the service requirements set forth in subsection 6 of this section. (For example, twenty (20) hours per week for two (2) months would equal one (1) month toward the applicable service requirement.)

9. In addition to the other requirements of this section, continued medical plan participation or benefit of County contributions is conditioned on the

retiree's continuous participation in the members' medical insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e., 50% or 100%, as applicable) of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section. Payments by retirees of their portion of the monthly premiums under this section shall be timely if the retiree has authorized and instructed P.E.R.S. to regularly deduct his or her portion of the premium from his or her pension check and remit that amount to the County's collections agent, or if it is of sufficient amount and received by the County's designated collection agent from the retiree each month no later than thirty (30) days preceding the month for which the resulting coverage will apply. The County shall inform the retiree of the identity and mailing address of the collection agent at the time the retiree signs up for continued post-employment medical insurance coverage, and shall inform the retiree of changes of collection agent not less than forty-five (45) days in advance of the effective date of the change.

10. In the event the state or federal government mandates County participation in and payment, in whole or in part, for any medical insurance or benefits plan which provides retirees with medical benefits or insurance coverage which would constitute a substantially similar substitute for the benefits or coverage and for substantially the same period as provided in this section, the County may cancel, in whole or in part, the rights and benefits which would otherwise be provided under this section to the categories of retirees or persons covered by the state or federal mandate, by written notice to the Association and retirees affected by the cancellation.

11. In the event County insurance premium payments on behalf of retirees or their dependents are made subject to state or federal taxation, any additional County tax liability shall be directly offset against such payments required under this section. (For example, if the effect on the County of the additional tax is to increase the County's outlays by an amount equivalent to ten percent (10%) of aggregate monthly retiree premium, the County's contribution shall be reduced to 40% of premium, so that net County costs will remain unchanged.) In such event, upon request by the County, the Association agrees to meet and discuss alternatives which may have greater tax advantage for members and the County.

H. Long-Term Disability Insurance.

The employer shall purchase on behalf of each employee a long-term disability insurance policy. The policy shall provide benefits identical to those provided under the Group Long-Term Disability Policy 604829 dated September 1, 1988, for Multnomah County issued by Standard Insurance Company; except that the elimination period shall be ninety (90) days.

I. Prescription Drug Rider/Kaiser.

The employer shall pay the full cost of adding a five dollar (\$5) co-pay prescription drug plan for employees participating in the Kaiser medical plan.

J. Medical Spending Account.

The County shall be authorized to offer members of the bargaining unit the opportunity to use medical spending accounts as permitted under the Internal Revenue Code to pay eligible unreimbursed medical expenses with pre-tax funds.

K. Waiver of Coverage.

The County may offer employees cash payments in such amounts and on such conditions as it deems proper in exchange for the employee agreeing to waive coverage under the medical or dental plans or both.

L. Health and Security of Persons and Facilities; Administrative Search Authorized.

1. To aid the interdiction of illegal drugs, detect and suppress substance abuse, promote the health and safety of MCSO employees, MCSO clientele, and the public, further penal and rehabilitative policy objectives, and ensure confidence of the public and other justice service agencies in the integrity of the MCSO, the Sheriff may promulgate and enforce reasonable work rules-related to the possession and use of drugs and alcohol, and design and implement a combined or singular urinalysis-based drug and alcohol testing program in which Deputy Sheriffs and Sergeants may be required to participate, subject to the limitations described in this section.

2. The program described in this section may provide for testing premised on a reasonable suspicion that the employee is under the influence of regulated drugs or alcohol in violation of employer rules at the time the urine sample is taken. (A "reasonable suspicion" means a belief based on one or more specific articulable facts from which one could reasonably infer that the employee may be under the influence of alcohol or drugs.) Further, to the extent permitted by law, the program

described in this section may provide for urinalysis based on testing without suspicion or warrant. However, such suspicionless or warrantless tests may only be performed to monitor compliance of the employee with MCSO abstinence requirements for a period of eighteen (18) months after the employee has been identified as having used or possessed regulated substances in a manner prescribed by MCSO rules.

3. The giving of urine samples as part of the testing program implemented under this section shall be performed by the employee in private in a suitable location designated by the employer.

4. The parties agree that the results of a urinalysis-based test undertaken pursuant to this section without reasons or procedures which would meet constitutional requirements for a search or seizure for purposes of criminal investigation or prosecution may not be used in criminal investigations or prosecutions. However, if the results would evidence possible criminal conduct and simultaneous violation of employer rules, such evidence may be used to establish violation of employer rules even though it cannot be used to investigate or establish criminal conduct with the objective of criminal prosecution for criminal conduct.

5. Prior to implementing a testing program pursuant to this section, the Sheriff or his designee shall give the Association specific notice of the contents of such program and of any substantial changes in the program made pursuant to Association comments thereon and before initial implementation. Thereafter, the Sheriff shall give the Association notice of any substantial revisions of the plan. The Association shall have thirty (30) days to submit comments to the Sheriff or his designee on the program first proposed, and thereafter ten (10) days to submit comments on any amendments to the program first proposed or program revisions following implementation. The Association may initially raise any challenge to the reasonableness of proposed rules or the constitutionality of any proposed rule or program procedure only at this time. The Sheriff may implement the program or program revision without bargaining after conclusion of the applicable comment period.

6. The employer shall give each present employee and each new hire a copy of the program procedures, related work rules, and of any subsequent revisions and notice that the procedures, rules or revisions may be applied to any Deputy Sheriff or Sergeant.

7. Employees who voluntarily seek and obtain professional help for substance abuse problems, and who thereafter refrain from the violation of employer rules governing the possession or use of drugs shall not be subject to disciplinary action for the previously undisclosed prohibited possession or use of the regulated substance. However, this does not immunize the employee for discipline related to breaches of required conduct that were incidental to such use, or for conduct for which the employer or any criminal justice agency had independent knowledge prior to the employee's disclosure.

8. Disputes concerning the constitutionality of any rule or procedure designed or implemented pursuant to this section shall not be subject to grievance or binding arbitration. It is the parties' intent that such disputes will be resolved through the court system.

9. Work time used for purposes of assessment, evaluation counseling, and treatment of drug or alcohol dependency shall be charged against accrued and available sick leave until exhausted, then against accrued and available vacation leave until exhausted, then against unused personal holidays until exhausted, and then against leave without pay if authorized by the employer.

10. Only a laboratory certified by the State of Oregon may be used to perform test analysis under the program. However, on or after July 1, 1994 the laboratory which performs such test analysis shall also be NIDA certified.

11. A urine sample taken pursuant to the program implemented under this section shall be split in approximately equal parts at the time it is given. This sample shall be stored in a secure refrigerated location for a period ending not sooner than five (5) days after the employee is notified of any urinalysis of the first sample indicating a presence of a regulated substance at a level exceeding the standard set forth in the program (i.e., "tests positive" test result). During this period the employee may request that the second part of the sample be retested and such retest shall be conducted. The retest shall utilize the GCMS methodology, and the refrigerated sample shall be retained for a sufficient period to complete the retest.

12. Notice of a positive test shall be delivered to the employee within seventy-two (72) hours after its receipt by the employer or if notice within that period is not feasible then as soon thereafter as is reasonably practicable.

ARTICLE 12

WORKERS' COMPENSATION

A. The County shall provide to all members of the bargaining unit full coverage as required pursuant to the provisions of the Oregon Workers' Compensation Act.

B. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority or retirement vesting rights unless the employee's doctor, the State Workers' Compensation Department or Board (or its successor) or the employee certifies to the County in writing that the employee will be permanently disabled to such an extent that he or she will be unable to return to the County and fully perform the duties of the position he or she last occupied. In such event the employee's status shall be governed exclusively by applicable State statutes related to re-employment and non-discrimination.

C. The County shall supplement the amount of statutory benefits received by the employee for temporary

disability due to occupational injury, illness or disease by an amount which, coupled with Workers' Compensation payments, will insure the disabled employee the equivalent of 100% of his or her bi-weekly net take-home pay, subject to the following conditions:

1. Supplemental benefits shall only be payable for those days compensated by Workers' Compensation time loss on an approved claim.

2. To the extent not compensated by Workers' Compensation benefits, the first day of occupational disability shall be compensated as time worked.

3. To the extent not compensated by Workers' Compensation benefits, the day following the first day of occupational disability and the next succeeding day shall be compensated as time worked if such days would have been work days.

4. The employee will receive supplemental payments for each day of absence for which he/she receives Workers' Compensation time loss payments.

5. If the absence due to disability is for a period of thirty (30) days or more, the County may require a physician's statement, arranged for, by and at the County's expense, setting forth the disability, current conditions, and anticipated length of continued absence. Based upon the physician's statement and the specific circumstances surrounding the nature of continued disability, it shall be within the sole and exclusive discretion of the Sheriff, or his designee(s), whether or not to provide any continued supplemental benefits or PERS Continuation. However, revocation of supplemental benefits or benefits under the PERS Continuation Program provided under this Article shall not be arbitrary or capricious.

D. If the County or its agent denies the claim or if the employee accepts a compromise settlement of a disputed claim, the employee's absence from work shall, to the extent not compensated as time loss by the County, be paid from and charged against his or her sick leave. However, if a denied claim is subsequently accepted or reversed, sick leave will not be charged for the amount of compensated time loss.

E. Nothing in this Article may be construed to permit borrowing of sick leave not accrued by and available to the employee.

F. The County shall continue to provide medical and dental benefits as provided by Article 12 from the first day of occupational disability throughout the period the employee receives supplemental benefits.

G. The County shall continue to make retirement contributions, including employee "pick up", based upon the appropriate percentage of supplemental benefits paid, throughout the period that the employee receives such benefits.

H. The employee shall receive his or her supplemental benefits for a given pay period on the regular payday for that period.

I. PERS Continuation Program.

An employee with ten or more years' seniority can elect to participate in the PERS Continuation Program. This Program is in lieu of Supplemental Benefits.

1. Written Election

Eligible employees who wish to participate in the PERS Continuation Program shall sign an election form and present it to the Multnomah County Finance Division, Payroll Office. A copy of the election form is attached as Addendum "D" of this Agreement.

2. Benefits

The employee will receive 100% of his or her regular straight time salary retroactive to and including the first day of the pay period in which the election is made. The County will also make full PERS contributions, including employee "pick-up," for the same time period. However, the County is not required to pay these benefits for days the employee receives regular salary under Section C of this Article. In addition, these benefits shall only be payable for those days compensated by Workers' Compensation time loss on an approved claim. If an award of retroactive benefits is made on an approved claim, the employee may elect to participate in the PERS Continuation Program at the time the decision to award benefits is made. The effective date of the election will be retroactive to the earliest date for which the employee receives retroactive Workers' Compensation benefits. If an employee elects to participate in the Program but his or her claim is not approved, the election will be void and the employee will be entitled to exercise the election on another occasion. However, because the election stays in effect for three (3) continuous years from the first date for which the employee actually receives PERS Continuation Benefits

under this program, a Workers' Compensation claim denial after the employee has received PERS Continuation benefits under this program does not void the election or create a new election opportunity.

3. Duties of Participating Employees

a. The employee must reimburse the County for an amount equal to the Workers' Compensation benefits received. The employee electing to participate in this program is not entitled to keep both wages and the Workers' Compensation benefits.

b. The employee must pay the County an amount equal to the Workers' Compensation benefit received within seven (7) days of receiving his Workers' Compensation benefit check. The employee is responsible to make sure that the County actually receives the payment within the seven (7) day period. Thus, the employee must either hand-deliver a check to Multnomah County Finance Division on or before the seventh (7th) day, or make sure that the payment is actually received by the Finance Division by mail no later than the seventh (7th) day. Receipt means actual receipt of the check. An employee

who fails to make timely delivery will owe collection fees and may owe penalties as described below, unless they are waived by the County.

4. a. Delinquency

An employee who fails to pay the County as required above is considered delinquent. Employees who are delinquent may be required to pay penalties and fees. These penalties and fees can accumulate up to twice the amount of the delinquent Workers' Compensation equivalent payment.

b. County Duty to Notify Employee

When an employee is delinquent, the County shall notify the employee of the delinquency in writing. Notice shall be sent by certified mail. The notice shall include the date on which the payment became delinquent, and the principal amount owed and penalties accruing, and how the employee can cure the delinquency. The notice shall also inform the employee of the right to appeal the amount of any collection fee or penalty.

c. Collection Fees for Late Payments

In addition to the missed payment, the delinquent employee is required to pay the County a fifty dollar (\$50) collection fee. The County is also entitled to collect a delinquency penalty for each day of late payment after the employee receives notice of delinquency. This daily fee shall equal one percent (1%) of the Workers' Compensation benefit received by the employee for that pay period. For example, an employee who repays an eight hundred dollar (\$800) delinquency within one week after receipt of the notice of delinquency will be assessed fees and penalty of one hundred six dollars (\$106) (fifty dollars (\$50) collection fee plus fifty-six dollars (\$56) in delinquency penalties). If an employee repays the delinquency prior to receipt of the notice of delinquency, the employee will be assessed only the fifty dollars (\$50) collection fee.

d. The amounts owed by the employee can accumulate to an amount no more than twice the amount of the delinquent time loss equivalent payment. Employees who are physically or mentally disabled to such an extent that they cannot perform repayment obligations will not be assessed penalties during the period of such incapacity. In addition, an employee who has never in fact cashed the Workers' Compensation benefit check and who returns the check to the County shall not be assessed a daily delinquency penalty. These exceptions shall be enforceable through the grievance procedure.

e. Request for Penalty Waiver

A delinquent employee may request waiver of a delinquency penalty or collection fee. The request shall be in writing to the Director of the County's Finance Division. The request shall state the reasons for the late payment. The

request must be made within ten (10) days after the delinquent payment is made, or ten (10) days after receipt of notice of delinquency, whichever is earlier. The Director shall have the discretion to waive or reduce the fee or penalty imposed.

An employee wishing to request a waiver must first pay the underlying debt and the collection fee. If the employee's request is denied, the employee must then pay the fees owed within seven (7) days of the receipt of the Director's decision. The Director's decision on the request shall be sent in writing to the employee by certified mail. The Director's decision shall be final.

5. Length of Coverage.

An employee may choose to be covered under the PERS Continuation Program only once for the employee's entire career as a Deputy Sheriff, Sergeant or Scientific Investigator with Multnomah County. Once selected, the election shall continue for three continuous years from the effective date of the election. The eligible employee is entitled to receive benefits under the program for the entirety or for any portion of the election period for any compensable claims.

ARTICLE 13

TORT CLAIM DEFENSE AND INDEMNIFICATION

The County shall defend and indemnify employees covered by this Agreement against claims and judgments incurred in or arising out of the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260-30.300.

ARTICLE 14

SENIORITY & LAYOFF

A. Definition of Seniority. Seniority is defined as:

1. Total length of unbroken service within the affected job classification; if a tie occurs, then
2. Total length of unbroken service with the County; if a tie occurs, then
3. Score on original examination for the affected job classification; if a tie occurs, then
4. By lot, in a manner to be determined by the Employee Services Division.

B. Computation of Seniority. In computing seniority, the following factors will be taken into account:

1. Seniority through and including
April 30, 1987.

Seniority for time served prior to March 1, 1987, shall be in accordance with the list given to the Association by the County during negotiations, which by this reference is incorporated herein, and in the event of bumping, in accordance with Section B.2.f. below.

2. Seniority for time served subsequent to April 30, 1987.

Seniority for time served subsequent to April 30, 1987, shall be in accordance with the following rules:

a. Part time regular employees shall be considered one-half (1/2) time employees for purposes of computing seniority.

b. Time on authorized leave taken with pay will be counted.

c. Time spent on a leave of absence without pay which exceeds thirty (30) days will not count. Time spent on a temporary assignment to a non-sworn position outside the Sheriff's Office shall be considered a leave of absence without pay.

d. Time spent in a trainee or temporary capacity (e.g., PEP or Intern Programs) will not be included.

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

f. Employees who transferred to lower classifications (or classifications previously held) will be understood, for purposes of these guidelines.

as having accrued seniority in their present classifications plus the seniority accrued in the higher classifications held by them prior to their transfer.

g. Time spent on layoff will not be included.

h. Service is "broken" for purposes of this article by discharge, voluntary quit, or permanent transfer to a non-sworn classification, unless such transfer was by reason of layoff and the employee remains on the layoff list.

C. Layoff. Reductions in force are to be identified by classification. Employees holding positions shall be subject to demotion, transfer, or layoff options in inverse order of seniority.

D. Bumping Rules.

1. Employees Without Permanent Status.

Within a classification, temporary, probationary, and other employees who do not have permanent status will be laid off before employees with permanent status and will not be placed on layoff lists and do not have bumping rights. The order of layoff of temporary employees shall be governed solely by the Sheriff's judgment.

2. Part Time Employees.

Part time regular employees may bump less senior regular employees within the same classification subject to the other provisions of these guidelines.

3. Transfer to a Lower Classification.

a. Right to Transfer.

An employee who is subject to layoff may transfer to a lower classification in the same promotional line, or to a classification previously held, if (a) a vacancy exists, or (b) if no vacancy exists, the employee has more seniority than an employee in the lower classification. Transfer will occur only if the employee meets the minimum qualifications in the transfer contemplated.

b. Definition.

(1) A "promotional line" refers to a series in which the higher classification requires service in the lower classification as a prerequisite. The following promotional line is recognized for the purposes of the Layoff provisions of this Agreement: Deputy Sheriff, Scientific Investigator, Sergeant, provided, however, that a Sergeant who has never been a Scientific Investigator cannot bump a Scientific Investigator.

(2) A "classification previously held" refers to a classification in which the employee served as a regular employee and for which he continues to qualify.

(3) For purposes of this Agreement, "sworn employee" is defined as an employee who is certified by the BPST as a police officer and is employed by the Sheriff's Office in such capacity.

4. Trial Service Period.

An employee who has not completed a trial service period following promotion shall be afforded bumping rights to the classification previously held prior to promotion according to seniority.

5. Exempt Sworn Employee.

An employee may be bumped by an exempt sworn employee who was previously a member of the bargaining unit and who is demoted by reason of budgetary reorganization or pursuant to Multnomah County Code 3.10.110(c). In such event time served in exempt sworn status shall be counted and such service shall be deemed part of the promotional line as specified in Section D.3.b.(1) above.

6. Permanent Employees on Temporary Appointment.

A person who had acquired permanent, non-probationary status in a classification and who

subsequently is given a temporary appointment shall be entitled to reappointment in his former classification under the guidelines of this procedure.

7. Transfers to a Higher Class.

Contemplated transfers to a higher level position shall be treated as a promotional opportunity and shall be open to other employees who wish to apply.

E. Placement on the Layoff List.

1. Notice.

All employees who may be subject to layoff shall be given notice in writing at least fifteen (15) days prior to the day of expected layoff. Such notice shall stipulate the reason for layoff and shall further advise that the layoff is for reasons not reflecting discredit on the employee. The Association shall also receive such notification.

2. Offer of Transfer or Demotion.

An employee who is subject to layoff and who is offered a transfer and/or demotional option will indicate a preference within three (3) working days. Failure to do so will be deemed as agreement to accept layoff status.

3. Placement on List.

The name of an employee who is laid off shall be placed on a layoff list for the classification which he last held and any other lower classification in the promotional line. An employee who accepts a transfer or elects to retire shall not be considered as having layoff status and shall not be placed on a layoff list. However, an employee who accepts a demotion shall be placed on a layoff list for the classification from which he was demoted.

4. Time in Layoff Status.

Employees are entitled to have their names remain on a layoff list for twenty four (24) months from the date of layoff or demotion in lieu of layoff. Employees will be removed from the layoff list only under the following circumstances:

- a. Upon written request of the employee; or
- b. Upon election to take retirement status; or
- c. Upon acceptance of permanent reappointment from the layoff list; or
- d. Upon declining an offer of permanent reappointment; or

e. Upon failure to receive a response to a certified letter sent to the employee's last known address within fourteen (14) days of its having been mailed.

5. Listing by Seniority.

Names of employees laid off in good standing shall appear on the layoff list according to seniority within that classification.

F. Recall of Laid-Off Employees.

When a vacancy occurs in a classification for which a layoff list exists, the employees on the list shall be recalled in order of their seniority. Failure of the County to recall a laid-off employee will be permitted only when the manager submits clear justification in writing to the employee and the Association that re-employment would not be in the best interest of the County by reason that the employee is no longer qualified for the position. The above justification shall be reviewed and processed in accordance with the rules governing dismissal for cause. All laid-off employees in a classification must be recalled before the County may fill a vacancy in the classification through the normal examination process.

G. Retirement.

It is understood that seniority dates as established in this Agreement do not apply to retirement benefit calculations.

H. Annexation.

1. Intergovernmental Agreement List.

No provision of this Article shall be deemed to alter the order of employees on the list appended to the intergovernmental agreement governing annexation between Multnomah County and the City of Portland.

2. Employees Hired Subsequent to the Annexation Agreement.

a. No employee hired subsequent to the above cited annexation agreement will be transferred to the City of Portland in advance of employees already on the intergovernmental agreement list.

b. Layoffs unconnected with annexation shall be in reverse order of seniority.

ARTICLE 15

HOURS OF WORK

A. Regular Hours. The regular hours of work each day shall be consecutive except for interruptions for lunch periods.

B. Work Week. The work week shall consist of five (5) consecutive days. The work week may be scheduled on the basis of four (4) consecutive days of ten (10) hours straight time per day as assigned by the Sheriff. Employees may voluntarily choose to split days off subject to the agreement of the Sheriff or his/her designee. This schedule is subject to rescission or modification in the same manner as a work week schedule providing consecutive days off.

C. Work Day. The work day shall consist of the current prevailing consecutive hours of work now scheduled. All employees shall be scheduled to work on a regular work shift, and each shift shall have the same starting and quitting times.

D. Shift Assignment. Whenever there is more than one shift within the same job classification within a unit of the Sheriff's Office, employees may indicate their preference of shift and days off according to their respective seniority. Sheriff or his/her designee will

make shift assignments based on indications of seniority preference to the extent that they are consistent and do not conflict with the needs of the Sheriff's Office as reasonably determined by the unit commander. Such need will be documented in writing upon written request made to the Sheriff by the Association President.

E. Work Schedules. Work schedules showing the employee's shift, workdays and hours shall be posted on the employee's unit bulletin boards at all times. Except for emergency situations, and during the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted for ten (10) days. If the Sheriff changes an employee's days off on an involuntary basis from those assigned as a result of the annual sign-up, and such change results in a shorter weekend at the time of the changeover, the employee shall be credited with the number of personal holidays which he lost in weekend days.

F. Emergency Work Schedule Changes. When a special emergency situation is declared by the Sheriff or in his absence, by his designee, unit members may be called to duty by the appropriate section commander or his designee on adjusted shifts without the normal ten (10) day notification. An employee called to duty in such

manner will be notified at the earliest possible time:
(1) that he is being called in on a special emergency,
(2) that his shift is being adjusted, (3) what the
starting (and, if possible, ending) hours for his shift
will be, and (4) that he will be compensated at the
regular overtime rate for hours worked in excess of his
regular number of work day or work week hours.

For the purpose of this Section, a "special
emergency situation" is defined as those situations
reasonably determined by the Sheriff or, in his absence,
by his designee(s) to represent an actual or potential
risk of extreme property damage or personal injury to the
community.

G. Rest and Meal Periods. Employees are
on-call during rest and meal periods and operational
requirements may result in such periods being interrupted
or missed. Absent such operational interruptions, the
following terms shall apply:

1. Meal Periods. All employees shall be
granted a lunch period during each work shift. Whenever
practicable, the meal period will be taken in the middle
of the shift. If an employee is requested to work two (2)
hours beyond his regular quitting time, he will be
permitted time off for a meal or rest period prior to
beginning such overtime.

2. Rest Periods. All employees shall be permitted a fifteen (15) minute rest period during each one-half shift.

ARTICLE 16
COMPENSATION

A. Wages and Classification Schedule.

1. July 1, 1992 Wages. Effective July 1, 1992 employees covered by this Agreement shall be compensated in accordance with the Wage Schedule attached to this Agreement as Appendix "A" and by this reference incorporated herein; said schedule reflecting a four percent (4%) increase effective July 1, 1992.

2. July 1, 1993 Wages. Effective July 1, 1993 the hourly rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the Consumer Price Index between March, 1992 and March, 1993, with a minimum increase of two and one-half percent (2.5%) and a maximum increase of four percent (4%).

3. July 1, 1994 Wages. Effective July 1, 1994 the hourly rates and ranges covered by this Agreement, as adjusted pursuant to subsection 2 above, shall be increased by the percentage increase in the Consumer Price Index between March, 1993 and March, 1994, with a minimum increase of two and one-half percent (2 1/2%) and the maximum increase of four and one-half percent (4 1/2%).

4. For purposes of this Agreement, the Consumer Price Index shall be defined as the index published by the United States Bureau of Labor Statistics for Urban Wage Earners and Clerical Workers (CPI-W), All-U.S. Cities Index, 1982-84 = 100 Base.

B. Longevity Pay

Employees who have completed fourteen (14) years of service in a position covered by a collective bargaining agreement between Multnomah County and the Multnomah County Deputy Sheriffs Association shall receive a longevity incentive payment of two and one-half percent (2.5%) of their base hourly wage.

C. Working Out of Classification.

Whenever an employee replaces an employee in a higher classification for more than four (4) work days during a thirty (30) day period and performs the majority of the principal duties of the employee in the higher classification, the employee shall be paid retroactively for such work at the rate assigned to the higher classified work in the appropriate step, according to the promotional policy.

D. Pay Periods.

The salaries and wages of employees shall be paid biweekly on Friday of the week following the pay period except as set forth below. In the event the

biweekly Friday payday is a holiday, the preceding day shall be the payday. However, notwithstanding the foregoing, during the life of this Agreement the employer may replace the biweekly payroll cycle with a semimonthly cycle; PROVIDED that the employer has as of that date implemented a semimonthly cycle for the Local 88 Bargaining Unit. The parties agree that initial transition from a biweekly to the semimonthly payroll system under this Agreement may be implemented by the County in any reasonable fashion. Pay dates under the semimonthly system when fully implemented shall be the same as those for Exempt County employees. Biweekly benefit accrual rates shall be converted by the employer to equivalent semimonthly accrual rates on implementation of the semimonthly payroll system pursuant to this Agreement.

E. Call-In Time.

Any employee who is called to work outside his regular shift shall be paid under the same terms as for making court appearances.

Hours of work which qualify for overtime payment under the above criteria, but which are designated as Special Assignment Hours by mutual agreement between the Sheriff and the Association, will be compensated at a participating deputy's regular hourly rate of pay. Such

hours will be posted for bidding for five (5) calendar days prior to assignment and the Sheriff will assign such hours on the basis of seniority among those bidding to the extent that assignment on this basis is consistent with the needs of the Sheriff's Office.

F. Overtime.

Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

1. All authorized work performed in excess of eight (8) hours in any work day for employees on a five (5) day shift, and in excess of ten (10) hours in any work day for employees working four (4) ten (10) hour shifts per week.
2. All authorized work performed in excess of forty (40) hours in any work week.
3. All authorized work performed on the first day following the normal work week shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate.
4. All authorized work, including any court appearances, performed on the second day (or the third day on a four-ten (4-10) work week, following the normal work week shall be paid for at the rate of two (2) times the employee's regular rate, provided the employee has worked on the first day of the weekend (or the first and second days on four-ten (4-10) work week). The double time rate shall not apply to a day declared a state of emergency by the Governor or the Sheriff.

G. Compensatory Time Off.

In lieu of offered overtime pay under Section F above, an employee may elect to receive equivalent compensatory time off with pay so long as his or her unused accumulation balance does not exceed eighty (80) hours of paid time off. ("Equivalent" means one and one-half (1.5) hours off at the straight time rate for overtime worked at the time and one-half hour rate; two (2) hours off at the straight time rate for overtime worked at the double-time rate.) Upon termination, unused compensatory time off shall be paid off in cash to the employee or, in the event of the employee's death, his or her beneficiary as designated on his or her County-paid life insurance enrollment card, or, if none, then to his or her estate.

H. Court Time.

1. Compensation.

Officers making court appearances shall be paid at the overtime rate (if eligible under paragraph D hereof) only for those hours worked; provided, however, that if the officer works less than 4 hours, he shall be paid at the overtime rate for the lesser of: (a) the time elapsed from the beginning of the overtime to the beginning of the shift; or (b) the time elapsed from the

end of the shift to the end of the overtime; or (c) four (4) hours; provided further that in the case of multiple court appearances in the same day, time between court appearances shall be considered time worked. Upon completion of an officer's court appearance, he shall return to off duty status unless working a regular shift.

2. Night Court.

If night court is reinstated, employees shall be compensated in accordance with existing practice as memorialized in a Memorandum of Understanding between the parties, dated August 16, 1979.

3. Cancelled Court Appearance on a Day Off.

If an officer complies with the Sheriff's Office Procedures Manual concerning court appearances, and is notified by the County on the day preceding the court appearance that his court appearance is still scheduled for the next day, and the next day is a weekend day off, then the officer shall be entitled to a minimum of two (2) hours of overtime even if the case in which the officer is to appear is rescheduled and the officer is not, in fact, required to make a court appearance.

I. Distribution.

Overtime work shall be distributed as equitably as practical among employees within the same job classification in each work unit.

J. Transportation.

1. Mileage Pay.

Whenever an employee is temporarily required to report to work at any location more distant from his home than his permanent place of reporting, he shall be paid at the rate of twenty cents (\$0.20) per mile for additional miles traveled. This provision will not apply when there is a permanent change in reporting location as determined by management, nor will it apply whenever an employee is required to appear in court, except for court appearances outside the Tri-County or Clark County area. Any mileage payments made to an employee by another municipality shall be deducted from payments to be made by the County for the same miles traveled. Current practices regarding pay during travel to and from temporary reporting locations shall be continued. Payment for mileage will be made when an individual has accumulated a minimum of twenty dollars (\$20.00) or at the end of the fiscal year, whichever first occurs.

2. Court Cars.

The existing practice of providing court cars at Sheriff's Office Headquarters shall be continued.

K. Anniversary Step Increases.

It is acknowledged by the parties that the County has historically given certain employees covered by this Agreement a step increase in wages, effective on the employee's anniversary date of employment and subject to certain limitations. Such policy shall be continued subject to the requirement that the officer be evaluated as making satisfactory progress in his or her position. Each employee shall be paid at one of the steps in the range prescribed for his or her classification. Normally, an employee will be appointed at step one at the beginning of his or her probationary period, but the Sheriff may make an appointment to a higher step. An employee who is promoted shall be paid at the salary step in the new salary range not less than a one step increase, or in the first step of the new range, whichever is greater.

A new or promoted employee is eligible for consideration for advancement to the next step of his or her salary range on the day following twelve (12) months of service in his or her classification, and to subsequent steps at subsequent anniversary dates (24, 36, 48, and 60 months) to the top step of the pay range.

L. Retirement.

1. PERS MEMBERSHIP.

Employees shall be eligible for participation in the Public Employee's Retirement System (PERS) pursuant to ORS 237 and subject to the terms and conditions of the Agreement, dated January 22, 1982, integrating the Multnomah County Sworn Officers Retirement System and PERS, such Agreement having been entered into between the Public Employee's Retirement Board and Multnomah County pursuant to the provisions of ORS 237.051.

2. PERS Pick-up.

The County shall "pick up" the employee contribution to PERS (six percent) as permitted by ORS 237.075.

3. Sick leave in Application to Final Average Salary (PERS)

In accordance with the terms of ORS 237.153 accumulated unused sick leave will be applied to final average salary.

M. Coach Pay.

Payments related to the Coach Pay program will continue in accordance with existing policy and practice. It is specifically agreed that a coach will be eligible for court overtime provided he/she has been subpoenaed to testify.

N. Canine Pay.

Employees regularly assigned a dog as part of a canine assignment and who is assigned responsibility for care, feeding, and maintenance of the dog during what would be otherwise be off-duty hours shall be paid five (5) hours of overtime at the rate of time and one-half for each full week the employee is so assigned. Payment for such assignments lasting less than a full week shall be prorated so long as it encompasses such "off duty" time.

O. Hazardous Materials Premium

Employees assigned to the hazardous materials team shall be paid a six percent (6%) premium for the duration of such assignment.

ARTICLE 17

PUBLIC SAFETY ACHIEVEMENT PROGRAM

A. In order to maintain and improve officer's health and law enforcement skills, as well as to increase the participation of officers in the life of the community, the parties adopt the following achievement program for bargaining unit members:

1. Achievement Levels

<u>Level</u>	<u>Incentive Pay Above Wage Step</u>	<u>Requirement Outline</u>
I	2-1/2%	<ul style="list-style-type: none">• Intermediate BPST Certification• Health Examination• Range Qualification
II	4%	<ul style="list-style-type: none">• Advanced BPST• Health Examination• Range Qualification
III	5%	<ul style="list-style-type: none">• Intermediate BPST• Rating of "Good" on Fitness Test• Health Examination• Range Qualification• Education, Training and Service - 30 Hours
IV	10%	<ul style="list-style-type: none">• Advanced BPST• Rating of "Good" on Fitness Test• Health Examination• Range Qualification• Education, Training and Service - 50 Hours

B. Annual Requirements

1. BPST Certification -- The officer must obtain or maintain Board on Police Standards and Training

(BPST) intermediate certificate, for Levels I and III, or advanced certificate, for Levels II and IV.

2. Fitness Test -- The semi-annual fitness test shall consist of the following exercises:

a. Thirty (30) "crunch" sit-ups in one and one-half (1-1/2) minutes.

b. Twenty (20) consecutive push-ups. (Female members will do push-ups from the knees.) In lieu of the push-up requirement, an employee may elect to perform the bench press meeting the following standard: (Ratio equals maximum weight in pounds pushed divided by pounds of body weight.)

1. Male.

<u>Age (years)</u>	<u>Standard (Good)</u>
29 or fewer	1.15-1.31
30-39	.99-1.11
40-49	.89- .99
50+	.80- .89

2. Female

<u>Age (years)</u>	<u>Standard (Good)</u>
29 or fewer	.59+
30-39	.53+
40-49	.49+
50+	.44+

c. One and one-half (1-1/2) mile run as specified in The New Aerobics (Bantam Ed., 1970, p. 31), or its equivalent for walking, swimming, or bicycling as specified in The Aerobics Way (Bantam Ed., 1978, pp. 90 - 92). In addition to meeting the minimum standards contained therein, the officer must satisfy the appropriate age graded aerobic standard for a 1.5 mile run specified above, or for the other exercises cited in Subsection c. above, in order to be awarded a rating of "Fair" or "Good" or "Excellent" on the fitness test. Should the officer fail to meet his intended level of achievement at the time of the physical fitness test, he shall be allowed to continue participation in the program only as provided for in Sections C and D of this Article.

3. Health Examination -- The health examination shall be conducted at the officer's own expense and shall determine if the officer is in sufficient physical and mental health to perform regularly assigned functions, to include activities specified in the preceding paragraph. Following the initial examination a maintenance health examination shall be conducted every three (3) years prior to the age of forty (40) and every two (2) years

thereafter. Failure to pass such a health examination or to comply with the above schedule shall disqualify the officer from participation in the achievement program except as provided for in Section F of this Article.

4. Education, Training and Community Service -- Only as approved in advance by the Sheriff utilizing reasonable criteria and totalling the number of hours annually as indicated in Section A.

a. Quarter hours college credit (converted at a ratio of ten (10) service hours for each quarter hour of college credit). Credit is limited to 30 hours and must be paid for by the employee or a funding source other than the County.

b. Law enforcement training on off-duty time. (Within the education, training, and service hours requirement, the Sheriff may establish a training hours minimum not to exceed twenty (20) hours based on his assessment of the availability of training hours to off-duty employees. Any minimum training requirement established by the Sheriff pursuant to this section may be satisfied by completion of training hours as defined in the "Achievement Program Guidelines" published by the Sheriff and the Achievement Pay Board in September 1980.)

c. Minimum fifteen (15) hours community service within the education, training and service requirement. Such hours shall be awarded only for service within Multnomah County and shall be confined to substantial contributions to the community which, in the Sheriff's judgment, exceed the uncompensated participation characteristic of responsible citizens. Upon mutual agreement of the Sheriff and the Association, certain Division assignments may be performed and the hours applied to satisfaction of the Achievement Program community service hours requirement.

d. The Sheriff may devise on an experimental basis proficiency tests for certain Law Enforcement knowledge, skills, or abilities requiring study or practice on the officer's own time. The standards for such tests and the hour credits which may be earned will be announced in advance by the Sheriff. The taking of tests eligible for credit under this sub-section shall be on a voluntary basis.

e. It is recognized by the parties that achievement of an "Excellent" rating on the fitness test requires additional physical fitness training time prior to testing. Such a rating is therefore credited with five (5) hours credit toward the Education, Training, and Service Hours requirement. (An employee receiving an "Excellent" rating on both semi-annual tests shall therefore receive a total of ten (10) hours credit toward the annual requirement.)

5. Range Qualification -- Each

participating officer shall score at least seventy five (75) with duty weapon during semi-annual department range qualifications held on his own time.

C. Requirements for Participation in the Achievement Program Each Fiscal Year

Participation in the achievement program in each fiscal year is contingent upon having fulfilled the previous fiscal year's annual requirements by June 1. Election of level of participation for each fiscal year shall be made no later than June 30 of the previous fiscal year and shall be limited to the level for which the employee has met the fitness requirement in the June fitness test.

D. Requirements for Continuation in the Achievement Program During Each Fiscal Year

1. Continuation of payments under the terms of this program during each fiscal year shall be subject to the following additional requirements:

- a. Satisfactory evaluation in a mid-year review of progress being made to fulfill the education training and community service requirements,
- b. Continued satisfactory scores on range qualification tests with make-up tests allowed on the employee's own time within sixty (60) days of the scheduled test, and
- c. Maintenance of required fitness level at mid-year fitness test.

2. An employee wishing to continue participation in the achievement program at a higher level than that elected at the beginning of the fiscal year may do so following the mid-year fitness test provided he has fulfilled all mid-year requirements for the newly elected level.

E. Officers Attaining BPST Certification During the Fiscal year

In the event that an officer complies with all requirements, appropriate incentive compensation shall commence with the next pay period after certification is received from BPST; however, payment shall be retroactive to the date the officer submits a completed application for BPST certification.

F. Physical Disabilities

1. Temporary Medical Disability -- In the event of a disabling medical occurrence, not to include pre-existing physical conditions, in which the employee's or County's physician certifies that the officer is physically prohibited from taking the running fitness test or any of the equivalences, for a specific period of recuperation time, the Sheriff may waive the fitness test and allow the officer to participate at the incentive level previously held until the recuperation period has elapsed or the next fitness test, to include any make-up test, is given, whichever is later. (Examples of disabling medical occurrences are gun shot wounds, injuries sustained in an automotive accident and temporary illness).

2. Permanent Injury -- An officer with a permanent injury may participate in this program only if able to participate in one (1) of the options provided in Section B.2.c. In such cases, the Sheriff may, upon receipt of a physician's certificate of disability, waive the requirements of Section B.2.a. and B.2.b.

3. Reasonable Accommodations -- The Sheriff and a permanently disabled employee may agree on substitute requirements substantially equal to those fitness test

requirements which the employee is disabled from performing. Equivalence will be based on a comparison of the substitute requirements with the time and effort needed for the average person to meet fitness test requirements.

G. Definition of Achievement Pay For Retirement Purposes

Payments under this program are to be considered part of the employee's "basic salary" and not "special salary or wages" as contemplated by Multnomah County Code 3.50.010(E).

H. Eligibility Committee

The parties recognize that there have been misunderstandings regarding the eligibility for, and termination of, payments under the terms of this Article. To address these problems, the parties have constituted a Committee composed of the Chief Deputy of the Services Branch and an Association representative. The final product of this Committee shall be memorialized in a Memorandum of Understanding.

I. Fair Labor Standards Act

The parties recognize that the decision by the Supreme Court that the Fair Labor Standards Act (FLSA) applies to State and Local government may have an impact on the requirements of this program, e.g. certain requirements

which are specified as "on the employees' own time" may be deemed "time worked" under the provisions of the FLSA. It is the parties' intent to continue the wage effort bargain of the prior agreement. If such FLSA impact arises, the parties in good faith will attempt to bargain a substitute equivalent with respect to the impacted portion of the program. If such bargaining is unsuccessful, any remaining dispute will be submitted to final, binding arbitration under the provisions of Article 20, Step IV of this agreement. The arbitrator in reviewing the parties' positions and framing an award will do so in accordance with the following criteria:

1. Continuation of the intent of the current program;
2. Continuation of the current cost to the County and benefit level to employees; and
3. Continuation of a substantial equivalence of the current effort level by employees.

ARTICLE 18

PROBATION AND TRIAL SERVICE PERIOD

A. Probation. Every person appointed to a position in the bargaining unit shall serve a probationary period of not to exceed eighteen months. A probationer may be discharged at any time during probation if, in the opinion of the Sheriff, his continuance in County service would not be in the best interest of the County. Issues regarding probationary employee discharge or discipline may not be grieved.

B. Trial Service Period. Every person promoted from one position in the bargaining unit to another shall serve a trial service period of twelve (12) months. During the trial service period an employee may be demoted to the classification previously held if, in the opinion of the Sheriff, his continuance in the higher classification would not be in the best interest of the County. Issues regarding the demotion of a trial service employee to the classification previously held may not be grieved.

ARTICLE 19

DISCIPLINE AND DISCHARGE

A. Discipline. Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, reduction in accrued vacation (not to exceed five (5) days), suspension without pay, demotion, or discharge in writing, or any combination thereof.

Disciplinary action may be imposed upon any employee for failing to fulfill his responsibilities as an employee. Any disciplinary action imposed upon an employee, except oral reprimands, may be processed as a grievance through the regular grievance procedure. If the County has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

1. It is agreed by both parties that informal disciplinary actions such as oral admonitions and warnings or written letters of warning, caution, or requirement, are usually the first steps taken in constructive discipline. As a general rule, such are to be taken for infractions of a minor nature involving violation of a rule, regulation, standard of conduct, safety practice or authoritative instruction or directive. Formal disciplinary actions such as written reprimands, suspension, and discharges will be used for more serious

offenses or when informal disciplinary actions have not corrected unacceptable patterns of delinquency or misconduct. Disciplinary actions will be administered promptly, in a fair, firm, and equitable manner, only for specific cause, and with employee rights fully protected.

2. The employer agrees that such measures as assignment to menial or dirty tasks or disapproval of leave requests will not be used as disciplinary measures.

3. If the employee about to be questioned is under arrest, or is likely to be placed under arrest as a result of the questioning, he shall be completely informed of all his constitutional rights prior to the commencement of any questioning.

4. Except when on duty, or whenever acting in his official capacity, no employee shall be prohibited from engaging in political activity.

5. The parties agree to abide by ORS 659.225 regarding polygraph examinations.

B. Discharge. The County shall not discharge any employee without just cause.

The Association shall have the right to take up the suspension without pay or discharge as a grievance at Step III of the grievance procedure, and the matter shall be handled in accordance with the procedures set out in Article 20 for Settlement of Disputes.

Any employee found to be unjustly suspended without pay or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment, unless otherwise provided by the reinstatement order.

C. Internal Investigatory Procedures.

1. Office of the Sheriff Manual of Procedures and Work Rules.

The Sheriff's Office agrees to meet and confer in a timely manner with the Association over any changes in the internal investigatory procedures.

2. Contractual Internal Investigatory Procedures.

The procedures contained in this section apply only to internal investigations.

a. Advance Notice. Prior to being interviewed regarding an internal investigation that management has a reasonable basis for believing may lead to criminal charges, an employee shall be:

- (1) Informed of the nature of the investigation and whether he or she is a witness or a suspect, if and when that fact is known; and informed of other

information necessary reasonably to apprise him or her of the nature of the allegations of the complaint;

(2) Afforded an opportunity to contact and consult privately with an attorney of his or her choosing and/or representative of the Association; and

(3) Given notice not less than 24 hours before the initial interview commences or written reports are required from the employee, whenever such delay in conducting the interview will not jeopardize the successful accomplishment of the investigation, or when criminal culpability is not at issue.

b. Interview Safeguards.

(1) Any interview of an employee shall occur when the employee is on duty, unless management reasonably believes that the seriousness of the investigation dictates otherwise.

(2) Interviews shall take place at a reasonable location as determined by management.

(3) The employee shall retain all customary Weingarten rights, as well as any additional rights granted by this Article.

(4) The employee being interviewed shall be informed of the name, rank and command of the individual in charge of the investigation, the individual conducting the interview, and all other individuals present during the interview.

(5) Interviews shall be held under reasonable conditions.

(6) Interviews and investigations shall be concluded without unreasonable delay, in view of circumstances confronted in the investigation.

c. When the investigation results in criminal charges being filed, the employee shall retain all discovery rights available under state law.

d. Disciplinary Action.

(1) When an investigation results in determination of a sustained complaint and disciplinary action is taken, management shall have the right

to place anything related to the disciplinary action in an employee's personnel file.

(2) An employee shall have the right of access to his or her personnel file as well as the right to place a letter of response to any material contained in the file, when disciplinary action results from an internal investigation.

e. De Minimis Violations. A de minimis violation of these procedures that does not compromise fairness and the basic intent of the procedures as set forth in the Article shall not be the basis of a challenge to management's disciplinary action. This and other provisions of Section 3 are covered by the parties' grievance procedure.

D. Record of Employee Conduct.

If records of any disciplinary action are introduced in an arbitration hearing, the arbitrator shall determine the relevance (if any) of the prior disciplinary action(s).

ARTICLE 20

SETTLEMENT OF DISPUTES

A. Grievance Procedure. Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step I: After first attempting to resolve the grievance informally through the chain of command, any employee, with notice to the Association in writing, or the Association may present in writing such grievance to the appropriate Chief Deputy, e.g., Chief Deputy of the Operations Branch, within fifteen (15) working days of its occurrence; if at that time the individual employee or his representative is unaware of the grievance, it may be presented in writing fifteen (15) working days of the time the employee first has knowledge or should have had knowledge of its occurrence. The notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The Chief Deputy shall respond to the grievant in writing within fifteen (15) working days.

Step II: If the grievance has not been answered or resolved at Step I, it may be presented, in writing, by the grievant to the Sheriff, or his designee(s), within fifteen (15) working days after the response of the Chief Deputy is due. The Sheriff, or his designee(s), shall respond in writing to the grievant within fifteen (15) working days.

County Grievances: When the County has a grievance, it may be presented in writing to the Association through the Sheriff, or his representative. The parties will each then promptly appoint two (2) persons to serve as a Board of Adjustment to consider the grievance of the County and resolve the dispute. If the board of Adjustment is unable to resolve the dispute within ten (10)

calendar days of the notification to the Association, then the County may request arbitration under Step IV of this Grievance Procedure, by written notice to the Association.

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

Step IV: Arbitration. After the grievance has been submitted to arbitration, the Association and the Labor Relations Division acting as the Sheriff's representative, shall jointly request the Oregon State Conciliation Service for a list of the names of seven (7) Washington or Oregon arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names; the order of striking to be determined by lot. One day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

The arbitrator shall be requested to begin taking evidence and testimony within a reasonable period after submission of the request for arbitration, taking into account the schedules of the parties, representatives, and witnesses, as well as that of the arbitrator; and he shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The parties hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of either party by issuance of a subpoena, the cost of which shall be borne by the party requesting the subpoena.

The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, amend, add to, or detract from the terms of the Contract. The decision shall be in writing, be within the scope and terms of the contract, and contain an explanation of the reasoning utilized in making the decision. Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date the grievance was first filed with the Sheriff, and it shall state the effective date of the award.

Expenses for the arbitration shall be borne by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, on the condition that it pays for the record and makes copies available without charge to the other party and the arbitrator.

Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. A grievance may be terminated at any time upon receipt of a signed statement from the Association or the employee that the matter has been resolved. For purposes of this Article, working days mean Monday through Friday, excluding recognized holidays under the management compensation package.

B. Stewards. Employees selected by the Association to act as Association representatives shall be known as "Association Representatives". The names of the employees selected as Association Representatives and the names of other individuals who may represent employees shall be certified in writing to the County by the Association.

C. County-Association Meetings. The Sheriff or his designee(s) shall meet at mutually convenient times with the Association committee. All committee meetings with the County may be held during working hours on County premises without loss of pay. The Association committee shall consist of three (3) members selected by the Association.

The purposes of the County-Association meeting shall be as follows:

1. To develop recommendations to adjust impending grievances, and to discuss procedures for avoiding future grievances.
2. To function as a safety committee as prescribed by Oregon law, and to make recommendations to ensure safe operation of the Multnomah County Sheriff's Office. The committee may consider issues involving employee safety and working environment and may prepare a report enumerating and discussing its recommendations, financial impact and other relevant factors. Such report may be directed to the County Commissioners, County Executive's Office, or Sheriff, as appropriate. The committee shall meet at the request of either the Sheriff or Association.
3. To make recommendations to accomplish goals and objectives as established by the Board of County Commissioners in their budget process, and further, to make

recommendations to modify and improve such goals and objectives as established by the Board of County Commissioners. This function of the committee is in recognition of the fact that there is a mutual benefit to the County and the Association to establish and meet goals and objectives which are designed to increase the productivity and efficiency of all County employees.

D. Processing Grievances. Grievance Committee members may investigate and process grievances during working hours, within reasonable limits, without loss of pay, and all efforts shall be made to avoid disruptions and interruption of work.

ARTICLE 21

GENERAL PROVISIONS

A. No Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, or political affiliation. It is further agreed that there will be no discrimination against the handicapped unless bona fide job-related reasons exist. The Association shall share equally with the County the responsibility for applying the provisions of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

B. Bulletin Boards. The County agrees to furnish and maintain suitable bulletin boards in convenient places to be used by the Association. The Association shall limit its postings of notices and bulletins to such bulletin boards. All postings will be signed and dated by an appropriate Association officer.

C. Visits by Association Representatives. The County agrees that representatives of the Association, upon reasonable and proper introduction, shall have reasonable

access to the premises of the County at any time during working hours to conduct Association business. The Association agrees that such visits will cause no disruptions or interruptions of work.

D. Assignment of Association President. Subject to the mutual agreement of the Sheriff and the current Association president, the president may be assigned to the Sheriff's Office or to another day shift assignment.

E. Rules. The County agrees to furnish each employee in the bargaining unit with a copy of all existing work rules and to provide a copy of new rules before their effective date, when possible. New employees shall be provided a copy of the rules at the time of hire.

F. Existing Conditions. Except as specifically provided in this Agreement, no provision of this Agreement is intended to change existing wages, hours, fringe benefits, or any other working conditions when such wage, hour, fringe benefit or working condition represents a mandatory subject of bargaining which traditionally have constituted an economic benefit to the employee. Any such change shall be subject to mutual agreement between the parties before becoming effective and shall immediately be prominently posted on all Multnomah County Sheriff's Office

bulletin boards for not less than fourteen (14) consecutive days. The county will solicit and be receptive to the input of the Association regarding any other changes in existing working conditions proposed by the County.

G. Supremacy of Contract. To the extent allowable by Oregon Revised Statutes whenever a conflict arises between this Agreement and Multnomah Code 3.10 or its successor, this Agreement shall prevail.

H. Contract Negotiations. The Association's negotiating team to be comprised of not more than three officers, shall be permitted to attend negotiating meetings with the County representatives without loss of pay relative to securing contract renewal to the extent that such meetings are scheduled during working hours of the members so attending. In addition, the Association's attorney may attend and participate in negotiations.

Members of the Association's negotiating team who are attending negotiating meetings during other than their regular work hours shall be considered to be transferred to the day shift for each day on which negotiations are held.

I. Safety. The parties agree that the Oregon Safe Employment Act is applicable to County employment.

J. Speech Rule. Sheriff's Office encourages constructive criticism, but the efficiency, discipline and harmony of the Multnomah County Sheriff's Office are best served when criticism is initially directed through official channels for proper action. Employees shall not publicly criticize any order, action or policy of the Office of the Sheriff or any fellow employee if such public criticism will significantly damage the efficiency of any employee or the efficiency or discipline of the Sheriff's Office or if it will adversely affect the public's confidence in the Sheriff's Office. Employees may comment with non-inflammatory statements and factual information on departmental orders, actions, or policies of general public interest. An employee with information indicating a crime or fraud by a fellow employee shall forward that information to the appropriate enforcement agency.

K. Contract Work.

1. Unless mutually agreed, the County will not contract out or subcontract any work now performed by employees covered by this Agreement when such would result in layoff of any bargaining unit employee(s) and the County is unable to find suitable or comparable alternate employment for the employee(s). However, this provision

shall not apply to contracting out or subcontracting work when such was anticipated and considered as a part of the budgeting process and when the Association Representative and/or President have been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual executive budget or formal Board consideration of budget modifications.

2. The County agrees to meet with the Association to discuss the effect of proposed contracting out or subcontracting prior to the presentation of the proposal to the County Chair or Board for formal action.

3. The County further agrees to meet with the Association at its request to explore the alternative of work force reduction by attrition. The County also agrees that to the extent practicable transfers shall be made to open vacancies and re-employment of employees affected by such action shall occur for as long as they are so qualified in accordance with established layoff guidelines. The Association agrees to assist the County in minimizing the impact on such affected employee(s).

ARTICLE 22

SAVINGS CLAUSE AND FUNDING

A. Savings Clause. Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

B. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. The total of all such wages and benefits is, therefore, contingent upon sources of revenue and annual budget approval. The County shall not cut wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this

Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request pursuant to established budget procedures. This Section B and County action hereunder shall not be subject to the Resolution of Disputes Procedures of Article 20.

ARTICLE 23

ENTIRE AGREEMENT

Entire Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by the Multnomah County Personnel Ordinance adopted August 28, 1980, as amended, or its successor; the Rules and Regulations of the Multnomah County Merit Civil Service Council; and the Multnomah County Personnel Rules. The County and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter

referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

Nothing in this Article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement; nor shall the Association and the Chair or Sheriff or their designee(s) for labor relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

ARTICLE 24

TERMINATION

This Agreement shall be effective as of the 1st day of July, 1992, and shall remain in full force and effect through the 30th day of June, 1995. Negotiations for a successor agreement shall commence no later than February 15 of the fiscal year in which the contract expires. The contract shall remain in full force and effect during the period of negotiations and impasse resolution procedures, if any.

IN WITNESS WHEREOF, the Parties hereto have set their hands this _____ day of _____, 1992.

MULTNOMAH COUNTY DEPUTY SHERIFFS ASSOCIATION

MULTNOMAH COUNTY, OREGON BOARD OF COMMISSIONERS

By Peter G. Van Der

By Gladys McCoy
Chair

By J. Ellis

By [Signature]
Commissioner

By Gamer W. Menonin

By [Signature]
Commissioner

By _____

By Sharon Kelly
Commissioner

By _____

By Pauline Anderson
Commissioner

NEGOTIATED BY:

MULTNOMAH COUNTY, OREGON SHERIFF

By Will Aitchison
Will Aitchison, Attorney

By [Signature]
Sheriff

REVIEWED:

NEGOTIATED BY:

[Signature]
Laurence Kressel
County Counsel
Multnomah County, Oregon

[Signature]
Darrell Murray, Deputy
Labor Relations Manager
Multnomah County, Oregon

2063L

APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 11/12/92
DEB BOGSTAD
BOARD CLERK

Appendix A

Effective July 1, 1992

<u>CLASSIFICATION</u>	<u>STEPS</u>					
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
<u>DEPUTY SHERIFF</u>	14.81	15.84	16.55	17.13	17.85	18.55
DEPUTY SHERIFF I	15.17	16.24	16.96	17.59	18.29	19.06
DEPUTY SHERIFF II	15.39	16.49	17.22	17.80	18.55	19.31
DEPUTY SHERIFF III	15.53	16.64	17.36	17.98	18.73	19.50
DEPUTY SHERIFF IV	16.27	17.41	18.20	18.88	19.64	20.48
<u>SCIENTIFIC INVESTIGATOR</u>	16.15	16.81	17.50	18.25	18.94	19.67
SCIENTIFIC INVESTIGATOR I	16.57	17.24	17.91	18.71	19.43	20.19
SCIENTIFIC INVESTIGATOR II	16.82	17.51	18.18	18.99	19.68	20.49
SCIENTIFIC INVESTIGATOR III	16.97	17.64	18.34	19.17	19.91	20.68
SCIENTIFIC INVESTIGATOR IV	17.78	18.49	19.19	20.06	20.83	21.63
<u>SERGEANT</u>	17.67	18.42	19.15	19.85	20.63	21.60
SERGEANT I	18.12	18.89	19.61	20.32	21.14	22.16
SERGEANT II	18.40	19.18	19.91	20.61	21.44	22.48
SERGEANT III	18.54	19.31	20.09	20.82	21.66	22.68
SERGEANT IV	19.45	20.25	21.04	21.84	22.72	23.77

Appendix B

PERS CONTINUATION PROGRAM ELECTION FORM

Under the MCDSA contract, you may have the right to be covered by the PERS Continuation Program. Under this program, the County will continue to pay your regular salary and PERS contributions for up to three (3) years while you are off work on a compensable Workers' Compensation claim.

1. Under the Program, you must give the County a check every pay period equal to the amount of Workers' Compensation benefits you receive. The easiest way to do this is to endorse the benefit check to Multnomah County. The Check should be sent or delivered to the County's Central Payroll Office in the Finance Division (Department of General Services).
2. You must pay the County within seven (7) days from the time you get your Workers' Compensation check. The County must actually receive your check no later than the 7th day. To avoid problems, you should forward payment to the County immediately on receiving your Workers' Compensation benefit check.

Appendix B

(Continued)

3. If you are late in paying the County, you will owe the County a collection fee of \$50. You may also owe the County substantial penalties. The penalties are 1% per day of your Workers' Compensation benefit amount. Penalties will grow each day of late payment. If penalties are assessed, you will have the right to appeal them to the Finance Director.
4. If you are late in making a payment, the County will send you a delinquency notice. However, you should take steps to make up any late payment as soon as possible since fees mount daily.
5. You have a right to elect to be in the program only once during your career with Multnomah County. Under the contract, benefits can continue for up to three (3) years. However, the Sheriff can choose to terminate your PERS Continuation benefits under this program after thirty (30) days. If this happens, you will

Appendix B

(Continued)

continue receiving your Workers' Compensation time loss payments for the period required under law for the current Workers' Compensation claim. If you are off the job on a future Workers' Compensation claim, you will continue to be under the PERS Continuation Program, until three years from the date for which you first received PERS Continuation benefits on the first Workers' Compensation claim. After three years, you will revert to the Supplemental Benefit Program instead of PERS Continuation benefits.

The rules of the Program are set out on pages 29-38 of your MCDSA contract. Please read the contract carefully. If you have any questions about how the Program works, contact your Association representative immediately.

Appendix B

(Continued)

I elect to begin coverage in the PERS Continuation Program
effective:

1. The current pay period. _____
2. Other future date _____ (specify). _____

Signed

Date

APPENDIX C

(SENIORITY LIST AS OF 7/1/92)

Deputy Seniority List

Public Safety Supervisor (Sergeant)

1.	Hausafus, E.	01/26/70
2.	Jacobs, W.	03/22/71
3.	Moore, G.	06/01/71
4.	Branagan, D.	06/01/71
5.	Van Hooser, W.	07/12/71
6.	Ferrell, K.	09/25/71
7.	Caddy, L.	07/24/72
8.	Swenk, H.	07/24/72
9.	Taylor, J.	03/15/73
10.	Boehmer, H.	07/23/73
11.	Gratton, S.	07/23/73
12.	Poyer, M.	07/29/73
13.	LaBerge, D.	07/31/73
14.	Hanson, C.	03/15/89
15.	Hedgpeth, M.	03/15/89
16.	Pike, L.	09/21/89
17.	Jones, T.	09/21/89
18.	Juilfs, M.	03/29/90
19.	Ingram, J.	03/29/90
20.	Boertien, R.	03/29/90
21.	Van Dyke, P.	05/31/90
22.	Pritchard, J.	08/28/90
23.	Hadley, D.	08/28/90

Scientific Investigator

1.	Zion, R.	07/01/64
----	----------	----------

DEPUTY SHERIFF

1.	Pratt, A.	12/30/61
2.	Tolliver, T.	05/08/62
3.	Graham, L.	05/08/62
4.	Easley, E.	07/02/62
5.	Kernan, R.	04/01/63
6.	Rose, T.	12/09/63
7.	Crampton, S.	12/28/65
8.	Hanna, F.	11/14/66
9.	Hays, L.	06/12/67
10.	Ristau, W.	09/28/67
11.	Zehner, A.	03/19/68
12.	Carmody, D.	09/12/68
13.	Kelly, B.	09/12/68
14.	Dinney, G.	12/16/68
15.	Garner, J.	09/08/69
16.	Houston, L.	01/05/70
17.	Barnhart, R.	01/19/70
18.	Hill, F.	01/26/70
19.	Mollahan, L.	02/09/70
20.	Bjorem, L.	02/23/70
21.	Budge, R.	08/24/70
22.	Berg, J.	09/16/70
23.	Eder, J.	09/23/70
24.	Wilson, J.	11/09/70
25.	Stewart, D.	11/09/70
26.	Stewart, J.	12/14/70
27.	Armstrong, J.	02/08/71
28.	Muncy, G.	02/24/71
29.	Christensen, G.	04/19/71
30.	Baker, J.	04/19/71
31.	Peterson, C.	06/21/71
32.	Haigh, H.	08/09/71
33.	Smith, C.	01/31/72
34.	Hill, J.	02/08/72
35.	Donohue, M.	02/22/72
36.	Jensky, J.	02/28/72
37.	Kennedy, G.	04/03/72
38.	Sawyer, L.	08/28/72
39.	McDonald, M.	08/28/72
40.	Pape, J.	09/11/72
41.	Whitmore, W.	10/02/72
42.	Smith, R.G.	10/30/72
43.	Buss, C.	10/30/72
44.	Arsenault, R.	01/15/73
45.	McDonnell, W.	01/15/73
46.	Pronesti, S.	01/19/73
47.	Kucinski, R.	02/08/73
48.	Blackman, J.	04/28/73
49.	Fitz, D.	07/02/73

50.	Dusevoir, J.	07/23/73
51.	Stellato, A.	08/06/73
52.	Whalen, B.	08/20/73
53.	Owen, E.	09/04/73
54.	Hering, R.	09/04/73
55.	McNelly, J.	09/04/73
56.	Nado, G.	09/04/73
57.	Schneider, G.	01/30/74
58.	Romanaggi, M.	07/01/74
59.	Zapp, S.	07/01/74
60.	Gustafson, K.	08/27/80
61.	Hasslen, W.	12/04/85
62.	Thompson, D.	07/21/86
63.	McCormick, R.	08/04/86
64.	Biles, R.	09/08/86
65.	Nielson, G.	09/29/86
66.	Lambert, S.	10/06/86
67.	Malanaphy, M.	03/23/87
68.	Harper, P.	04/18/88
69.	Gates, M.	04/18/88
70.	Hutchison, K.*	04/24/89
71.	Stafford, G.*	04/24/89
72.	Geiger, M.	04/25/89
73.	Mockler, L.	04/25/89
74.	Martinek, B.	05/08/89
75.	Glass, B.	07/10/89
76.	Jacobs, M.	07/29/89
77.	Reese, M.	08/07/89
78.	Buchanan, D.	08/12/89
79.	Staton, D.	08/14/89
80.	Graham, L.	08/14/89
81.	Gustafson, E.	10/09/89
82.	Coffeen, P.	10/30/89
83.	Shanks, T.	10/30/89
84.	Williams, P.	10/30/89
85.	Matsushima, M.	11/27/89
86.	Cannon, J.	12/18/89
87.	Snitker, L.	01/29/90
88.	Rendon, D.	02/26/90
89.	Fermenick, K.	02/26/90
90.	Gaddis, J.	02/26/90
91.	Rader, D.	04/24/90
92.	Hoesly, R.	05/07/90
93.	Foster, M.	05/07/90
94.	Phillips, S.	05/07/90
95.	DeMarre, W.	07/02/90
96.	Walls, E.	11/20/90
97.	Coufal, R.	11/20/90
98.	Ritchie, B.	12/17/90
99.	Elliott, B.	05/28/91
100.	Olsen, D.	05/28/91
101.	Gates, J.	06/01/92

*Tie broken by lot in September, 1992.

ADDENDUM D

MULTNOMAH COUNTY AFFIDAVIT OF
MARRIAGE OR DOMESTIC PARTNERSHIP

I, (print name of employee) _____,
certify that I and (print name of spouse or domestic partner)
_____ (check and complete
either A. or B., whichever applies):

A. ____ were legally married on
(date)_____.

B. ____ are and have each been the other's
partner in a domestic partnership, as defined
below. For purposes of this affidavit, a
"domestic partnership" is one consisting of
two persons in which the members:

1. Jointly shared the same permanent
residence for at least six (6) months immediately preceding
the date of this affidavit and intend to continue to do so
indefinitely;

2. Have a close personal relationship with
each other;

3. Are not legally married to anyone;

4. Are each eighteen (18) years of age or
older;

5. Are not related to each other by blood in
a degree of kinship closer than would bar marriage in the
State of Oregon;

6. Were mentally competent to contract when the domestic partnership began;

7. Are each other's sole domestic partner;
and

8. Are jointly responsible for each other's common welfare including "basic living expenses." For purposes of this affidavit, "basic living expenses" means the cost of basic food, shelter, and any other expenses of a member of the domestic partnership which are paid at least in part by a program or benefit for which the partner qualified because of domestic partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

This affidavit terminates upon the death of the signing employee's spouse or domestic partner or by a change in circumstances attested to in this affidavit. The signing employee must notify the Employee Services Division within thirty (30) days after such death or change by filing a Statement of Termination of Marriage/Domestic Partnership.

INDEX

- Achievement Levels, 73
- Achievement Program, 73
- Achievement Program, Annual Requirements, 73
- Achievement Program, Physical Disabilities, 79
- Achievement Program, Requirements for Continued Participation, 77
- Alcohol Testing, 34
- Annexation, 58
- Anniversary Step Increases, 70
- Annual Requirements, 73
- Assessments, Union 5, 6
- Association Business, 18
- Association President, Assignment of, 95
- Association, Visits by, 94

- BPST Certification, 73
- Bulletin Boards, 94
- Bumping Rules, 52

- Call-In Time, 65
- Canine Pay, 72
- Check Off and Service Fee, 5
- Classification, Working Out of, 64
- Coach Pay, 72
- Compensation, 63
- Compensatory Time Off, 67
- Computation of Seniority, 50
- Contract, Supremacy of, 96
- Contract Negotiations, 96
- Contract Work, 97
- Contractual Internal Investigatory Procedures, 85
- County-Association Meetings, 92
- Court Cars, 69
- Court Time, 67

- Dental Plan, 22
- Discharge, 84
- Discipline, 83
- Discipline and Discharge, 83
- Discrimination, 94
- Distribution, 68
- Drug Testing, 34
- Duration of Contract, 103

- Education, Training and Community Service, 76
- Eligibility Committee, 80

- Emergency Work Schedule, Changes, 60
- Entire Agreement, 101
- Existing Conditions, 95

- Fair Labor Standards Act, 80
- Fitness Test, 74
- Funding, 99

- Hazardous Materials Premium, 72
- Health Examination, 75
- Health and Welfare, 21
- Holidays, Court, 11
- Holidays, Unused, 10
- Holidays, General, 9
- Holidays, Taking of, 10
- Hours of Work, 59

- Immediate Family, Bereavement, 15
- Insurance, Waiver of, 33
- Insurance, Medical Spending Accounts, 33
- Investigatory Procedures Internal, 85

- Jury Duty, 17

- Lay-off List, 55
- Lay-off Procedures, 52
- Leave, Maternity, Sick Leave, 16
- Leave, Maternity, Without Pay, 18
- Leave, Military Service, 19
- Leave of Absence, 17
- Leave of Absence, Requirement to Return, 17
- Liability (See Tort Claim Defense and Indemnification), 49
- Life Insurance, 26

- Management Rights, 3
- Maternity Leave, 18
- Maternity Sick Leave, 16
- Meal Periods, 61
- Medical-Hospital, 21
- Mileage Pay, 69
- Military Service, 19

Negotiations, Association
Bargaining Team, 96

Other Leaves, 16
Overtime, 66

Parental Leave, 16
Pay Periods, 64
PERS, Sick Leave Application,
PERS, Retirement, 71
Physical Disabilities, 79
Probation, 82
Promotion, Trial Service
Period, 82
Public Safety Achievement
Program, 73

Range Qualification, 77
Recall, Layoff, 57
Recognition, 2
Records, Employee Conduct, 88
Rest Periods, 61
Retiree Insurance, 28
Retirement, 71
Rules, 95

Safety, 96
Savings Clause and Funding, 99
Seniority, 50
Seniority, Bumping Rules, 52
Seniority, Computation, 50
Seniority, Layoff, 52
Settlement of Disputes, 89
Shift Assignment, 59
Sick Leave Accrual, 15

Sick Leave, Maternity, 16
Sick Leave, Parental, 16
Sick Leave, PERS Applica-
tion, 71
Sick Leave Usage, Illness
in Immediate Family, 15
Speech Rule, 97
Stewards, 91
Strike, No Strike and No
Lockout, 8
Successor Insurance Plans, 26
Supremacy of Contract, 96

Tort Claim Defense and
Indemnification, 49
Transportation, 69
Trial Service Period, 82
Tuition Reimbursement, 18

Vacation, Accrual, 12
Vacation Payoff at Termination
or Death, 14
Vacation Times, 13
Voting Time, 18

Wages, (1993-94 and
1994-95), 63
Wage Schedules (1992-93), 105
Work Day, 59
Work Rules, 96
Work Schedules, 60
Work Week, 59
Workers' Compensation and
Supplemental Benefits, 39
Working Out of Classifica-
tion, 64

Meeting Date: NOV 12 1992

Agenda No.: R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of Paint Makers, Sign, Display, Truck
Painters, and Allied Trades - Local 1094 Contract
AGENDA REVIEW/ Nov. 10, 1992 REGULAR MEETING Nov. 12, 1992
BOARD BRIEFING (date) (date)

DEPARTMENT Office of the Chair DIVISION Labor Relations

CONTACT Darrell Murray TELEPHONE X2595

PERSON(S) MAKING PRESENTATION Darrell Murray

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 0

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

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

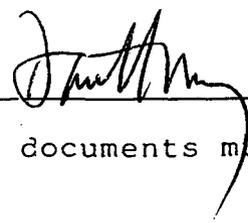
Ratification of Local 1094 Contract - Paint Makers, Sign, Display,
Truck Painters, and Allied Trades.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 NOV - 2 AM 11:13
MULTNOMAH COUNTY
OREGON

W



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
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PORTLAND BUILDING
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PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

MEMORANDUM

TO: Board of Commissioners

FROM: Darrell Murray, Deputy Labor Relations Manager 

DATE: October 28, 1992

SUBJECT: Painters Contract 1992-95

Attached is the 1992-95 tentative contract with the Painters Union. The substantive changes are virtually identical to those adopted by the Board and the Electricians union, except of course those provisions which were applicable only to the Electricians union (e.g. premium pay for bench work). This contract affects only two employees. It has been ratified by the union and signed. This office recommends Board ratification. Please call if you have any questions or wish to discuss the matter further.

c: Bob Pearson
Betsy Williams

1992 - 1995
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
PAINT MAKERS, SIGN, DISPLAY, TRUCK PAINTERS,
AND ALLIED TRADES
LOCAL 1094 OF WASHINGTON AND OREGON, AFL-CIO

Labor Relations Section
1120 S.W. Fifth, 14th Floor
Portland, OR 97204-1976

TABLE OF CONTENTS

		PAGE
ARTICLE 1	PREAMBLE	1
ARTICLE 2	RECOGNITION	2
ARTICLE 3	UNION SECURITY AND CHECK OFF	3
ARTICLE 4	MANAGEMENT RIGHTS	5
ARTICLE 5	NO STRIKE	6
ARTICLE 6	HOLIDAYS	7
	1. Holidays	7
	2. Holiday Observance	8
	3. Holiday Pay	8
	4. Holiday During Leave	8
	5. Holiday Work	8
	6. Holiday During Week	8
ARTICLE 7	VACATION LEAVE	9
	1. Accrual	9
	2. Vacation Times	10
	3. Termination or Death	10
ARTICLE 8	SICK LEAVE	11
	1. Accrual	11
	2. Bereavement Leave	11
	3. Reporting of Sick Leave	12
	4. Disability Insurance	12
ARTICLE 9	OTHER LEAVES	13
	1. Leave of Absence	13
	2. Jury Duty	13
	3. Voting Time	14
	4. Union Business	14
	5. Educational Leave	14
	6. Military Leave	15

		PAGE
ARTICLE 10	HEALTH AND WELFARE	16
	1. Medical-Hospital	16
	2. Dental Plan	17
	3. Eligibility	18
	4. Retirees	22
	5. Life Insurance	23
	6. Health and Welfare Labor/ Management Consortium	24
	7. Drug and Alcohol Policy and Procedure	24
	8. Long Term Disability Insurance	25
	9. Medical Spending Account	25
	10. Waiver of Coverage	26
ARTICLE 11	PENSIONS	27
	1. PERS	27
	2. Pick-Up	27
	3. Sick Leave in Application to Final Average Salary	27
ARTICLE 12	WORKERS' COMPENSATION AND SUPPLEMENTAL BENEFITS	28
ARTICLE 13	HOURS OF WORK	31
	1. Regular Hours	31
	2. Work Day	31
	3. Work Week	31
	4. Work Schedule	31
	5. Reduced Work Week	32
	6. Rest Periods	32
	7. Meal Periods	33
	8. Uniform Time Charging Provisions	33
	9. Clean-Up Time	34
ARTICLE 14	STANDARDS	35
ARTICLE 15	WAGES AND CLASSIFICATION SCHEDULE	36
	1. Wages and Classification Schedule	36
	2. Pay Periods	38
	3. Reporting Time	38
	4. Call-In Time	38
	5. Overtime	39

	PAGE
ARTICLE 15	WAGES AND CLASSIFICATIONS SCHEDULE (Cont'd)
6.	Distribution 39
7.	Mileage Pay 40
8.	Height Time Differential Pay 40
9.	Shift Differential 40
10.	Parking 41
11.	Spray Painting and Toxic Vinyl Premium 41
12.	Coverwear for Maintenance Painter 41
ARTICLE 16	DISCIPLINARY ACTION 42
ARTICLE 17	SETTLEMENT OF DISPUTES 43
1.	Grievance Procedure 43
	Step I 43
	Step II 43
	Step III 43
	County Grievances 44
	Step IV 44
	Step V Arbitration 44
2.	Stewards and the Processing of Grievances 45
ARTICLE 18	GENERAL PROVISIONS 47
1.	No Discrimination 47
2.	Bulletin Boards 48
3.	Visits by Union Representatives 48
4.	Rules 48
5.	Seniority 49
6.	Reduction in Force 51
7.	County-Union Meetings 51
8.	Safety Devices 51
9.	Contract Work 51
10.	Supremacy of Contract 51
11.	Performance Evaluation Process 52
ARTICLE 19	SAVINGS CLAUSE AND FUNDING 53
1.	Savings Clause 53
2.	Funding 53

		PAGE
ARTICLE 20	ENTIRE AGREEMENT	55
ARTICLE 21	TERMINATION	57
	SIGNATURE PAGE	58
ADDENDUM A	WAGES AND CLASSIFICATIONS	59
	1. Wages	59
	2. Leadworker	59
	3. Leadworker - Sign Shop	60
ADDENDUM B	PAYROLL DEDUCTION AUTHORIZATION FORM	61
ADDENDUM C	DEFINITIONS	62
APPENDIX D	AFFIDAVIT OF MARRIAGE OR DOMESTIC PARTNERSHIP	64
APPENDIX E	STATEMENT OF TERMINATION OF MARRIAGE OR DOMESTIC PARTNERSHIP	67
ADDENDM F	RETIREE INSURANCE	68

A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

and

PAINT MAKERS, SIGN, DISPLAY, TRUCK PAINTERS, AND

ALLIED TRADES

LOCAL 1094 OF WASHINGTON AND OREGON, AFL-CIO

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and Paint Makers, Sign, Display, Truck Painters, and Allied Trades, Local 1094 of Washington and Oregon, AFL-CIO, hereinafter referred to as the Union.

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

The parties agree as follows:

ARTICLE 2
RECOGNITION

1. The County recognizes the Union as the sole and exclusive bargaining agent for all non-supervisory employee members of the bargaining unit for the purpose of establishing salaries, wages, hours, and other conditions of employment. The classifications covered by this Agreement are listed in Addendum A attached hereto and made a part hereof.

ARTICLE 3

UNION SECURITY AND CHECK OFF

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

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

a. 0.4615 of the current monthly Union membership dues of those Union members who individually request such deductions in writing on the form attached hereto as Addendum B; or

b. 0.4615 of the current monthly service fee, in lieu of dues, or such lesser amount as determined by Subsection "d." below, from any employee who is a member of the bargaining unit and who has not joined the Union within thirty (30) days of becoming an employee. This service fee shall be segregated by the Union and used on a pro-rata basis solely to defray the cost of its services in negotiating and administering this contract.

c. The Union expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay the in-lieu-of-dues payment to a non-religious charity mutually agreed upon by the employee making such payment and the Union, or in lieu thereof, the employee shall request that such in-lieu-of-dues payment be not deducted and shall make such payment to a charity as heretofore stated and shall furnish written proof to the Union and the County, when requested, that this has been done.

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

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

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

ARTICLE 4
MANAGEMENT RIGHTS

The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the department, determining the levels of service and methods of operation including subcontracting and the introduction of new equipment; the right to hire, layoff, transfer, and promote; to discipline or discharge for cause; the exclusive right to determine staffing, work schedules, and assign work and any other such rights not specifically referred to in this Agreement. Management rights except where abridged by specific provisions of this Agreement are not subject to the grievance procedure.

ARTICLE 5

NO STRIKE

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or at any location in the County where County services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Union will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established in the County by any labor organization when called upon to cross such picket line in the line of duty. Any employee engaging in any activity in violation of this Article shall be subject to immediate disciplinary action or discharge. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross the picket line when directed to perform work which does not properly fall within the scope and jurisdiction of this local Union.

ARTICLE 6

HOLIDAYS

1. Holidays.

The following days shall be recognized and observed as paid holidays for full-time employees:

- New Year's Day (January 1st)
- Dr. Rev. Martin Luther King Jr.'s Birthday (3rd Monday in January)
- Washington's Birthday (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans' Day (November 11th or day of County Observance)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th)
- Four (4) hours on either Christmas Eve or New Year's Eve at the discretion of the employee with the consent of employee's supervisor, provided that if the supervisor determines that holiday usage on either date is impracticable, the employee shall be credited with four (4) hours of Personal Holiday.

- 2 Personal Holidays
Personal Holidays may be used at the discretion of the employee with the consent of his or her employer; PROVIDED, HOWEVER, an employee must be employed for at least three (3) months before the first Personal Holiday may be used and must be employed for at least nine (9) months before the second Personal Holiday may be used. Personal Holiday time will be charged in accordance with the uniform time charging provisions of Article 14. In all cases, Personal Holidays must be taken by the end of each fiscal year (June 30th).

2. Holiday Observance.

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

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

3. Holiday Pay.

Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. To be eligible for holiday pay, full-time employees must be in pay status both on the day before and on the day after the observed holiday.

4. Holiday During Leave.

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

5. Holiday Work.

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

6. Holiday During Week.

If the holiday occurs between two (2) working days, it may be shifted to the beginning or the end of a week to prevent disrupting a project at the County's discretion.

ARTICLE 7

VACATION LEAVE

1. Accrual.

Each full-time employee is entitled and shall earn annual vacation leave credit from the first full pay period of employment. However, employees are not entitled to any leave with pay until they have been employed for a period of twelve (12) months of service.

Vacation credits shall be earned in accordance with the following schedule:

- a. Less than 10,440 straight time hours (five (5) years) of continuous service, .0385 hours per hour worked, cumulative to 200 hours. After six (6) months of service, an employee shall be entitled to two (2) weeks (i.e., eighty (80) hours) vacation.
- b. 10,440 straight time hours (five (5) years), but less than 20,880 straight time hours (ten (10) years) of continuous service, .0577 hours per hour worked, cumulative to 240 hours; and shall be entitled to three (3) weeks (i.e., one hundred twenty (120) hours) vacation.
- c. 20,880 straight time hours (ten (10) years), but less than 31,320 straight time hours (fifteen (15) years) of continuous service, .0769 hours per hour worked cumulative to 320 hours; and shall be entitled to four (4) weeks (i.e., one hundred sixty (160) hours) vacation.

- d. 31,320 or more straight time hours (fifteen (15) years) of continuous service, .0961 hours per hour worked cumulative to 400 hours; and shall be entitled to five (5) weeks (i.e., two hundred (200) hours) vacation.

2. Vacation Times.

Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the County and requirement for vacation relief, employees shall have the right to determine vacation times, but in any case, vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise his or her right of seniority only once. Sign up for vacation shall be in weekly increments. Used vacation shall be charged in accordance with the uniform time charging provisions of Article 13.

3. Termination or Death.

After six (6) months of service, upon the termination of an employee for any reason, all accumulated vacation shall be paid to the employee.

In the event of the death of the employee, all accumulated vacation shall be paid to the employee's beneficiary. Such payment shall be paid directly to an employee's beneficiary as designated on employee's Life Insurance enrollment card.

ARTICLE 8

SICK LEAVE

1. Accrual.

Employees shall accrue sick leave at the rate of .0461 hours for each hour worked to be used in the event of their illness or the illness of a member of their immediate household. Sick leave may be accrued on an unlimited basis.

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

2. Bereavement Leave.

An employee shall be granted not more than three (3) days leave of absence with full pay in the event of death in the immediate family of the employee to make household adjustments or to attend funeral services. For purposes of Bereavement Leave, an employee's immediate family shall be defined as spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, or brother-in-law. In relationships other than those set forth above, under exceptional circumstances such leave of absence may be granted by the County Chair upon request.

3. Reporting of Sick Leave.

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

4. Disability Insurance.

Any employee covered by this Agreement may participate in the short term disability insurance program; the monthly premium to be paid individually through payroll deduction.

ARTICLE 9

OTHER LEAVES

1. Leave of Absence.

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

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

2. Jury Duty.

Employees shall be granted leave with full pay in lieu of jury fees any time they are required

to report for jury duty. If an employee is excused or dismissed prior to end of the normal work shift, he shall report back to work if practicable. Procedures for reporting back to work shall be as specified by the division head.

3. Voting Time.

Employees shall be granted two (2) hours to vote on any election day if due to shift scheduling they would not be able to vote.

4. Union Business.

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the County shall, at the written request of the Union, be recommended in accordance with the leave provisions set forth in Multnomah County Code 3.10.260 or its successor for a leave of absence exceeding thirty (30) days. Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union.

5. Educational Leave.

After completing one (1) year of service, an employee, upon request, may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to his or her employment.

The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended upon the request of the employee when necessary.

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

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

6. Military Leave.

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

ARTICLE 10
HEALTH AND WELFARE

1. Medical-Hospital.

The County agrees to contribute monthly on behalf of each eligible employee the monthly premium for benefits under a certified Health Maintenance Organization, or to provide at no cost to the employee a plan of benefits including vision care, comparable to medical, hospital, and vision care benefits currently enjoyed by eligible employees; PROVIDED, that effective July 1, 1993 the Kaiser and ODS Medical and Hospital Plans in effect prior to that date shall be replaced by the Kaiser and ODS Plans effective January 1, 1992 for exempt County employees. However, under the ODS medical and hospital plan effective on and after July 1, 1993 the reimbursement rate for services provided by providers not within the Preferred Provider Organization (PPO) shall be 80% rather than 70% provided under the Exempt Plan adopted January 1, 1992 for exempt County employees. Further, in lieu of modified vision care benefits provided to Exempt employees under the ODS medical and hospital plan adopted January 1, 1992, members of the Local 1094 bargaining unit hired before June 30, 1995 shall retain

the vision care plan in effect under the predecessor to this Collective Bargaining Agreement. Employees hired on or after June 30, 1995 shall be covered by those vision care benefits provided under the ODS plan effective January 1, 1992 for exempt County employees.

The parties agree that benefit levels provided pursuant to this section shall be maintained, and any modification to those benefit levels or components therein must be mutually agreed upon by all parties before implementation of the modification.

2. Dental Plan.

The County agrees to contribute monthly on behalf of each eligible employee the monthly premium for the group dental service program offered by a certified Health Maintenance Organization, or to provide at no cost to the employee a plan of benefits comparable to dental benefits currently enjoyed by eligible employees; PROVIDED, that effective July 1, 1993, said plans shall be replaced by the dental insurance plans offered to Exempt County employees effective January 1, 1992; PROVIDED further, that in the event the AFSCME Local 88 bargaining unit negotiates a superior dental benefit plan than that provided by this section to be effective on and after July 1, 1993, Local 1094 may elect to substitute said

superior plan for the plan provided herein by written notice to the Labor Relations Division.

The parties agree that benefit levels provided by carriers pursuant to this section shall be maintained, and any modification to those benefit levels or components therein must be mutually agreed upon by all parties before implementation of such modification.

3. Eligibility.

a. Coverage under sections 1 and 2 of this Article shall include the employee and his or her immediate family (i.e., wife/husband and eligible children) or the employee's domestic partner and the partner's eligible dependents as provided in (b) below. Eligibility for coverage under section 1 commences on the first of the calendar month following the calendar month in which the employee commences work following hire or rehire unless the employee commences work on the first calendar day of the calendar month in which case eligibility for coverage commences at the time the employee commences work. Eligibility under section 2 commences on the first of the calendar month following completion of six (6) months of continuous County service following hire or rehire. After initial qualification for coverage, termination and recommencement of coverage

(toward which the County contributes) shall be governed as follows:

i. Coverage at Termination.

If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteen (15th) day of the calendar month in which the employee's County employment terminates, that employee's coverage toward which the County has contributed will lapse at the conclusion of that calendar month. If such work day falls after the fifteen (15th) of the calendar month in which the employee's County employment has terminated, coverage toward which the County has contributed will lapse at the end of the immediately succeeding calendar month. (Example: Employee A resigns effective July 15. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B resigns July 16. Employee B's coverage toward which the County has contributed will lapse August 31.)

ii. Coverage when Going on Unpaid Leave.

If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteen (15th) day of the calendar month in the calendar

month in which the employee's authorized leave without pay commences, coverage toward which the County has contributed will lapse at the conclusion of the calendar month in which the leave commences. If such day falls after the fifteen (15th) day of the calendar month in which such unpaid leave commences, coverage toward which the County has contributed will lapse at the end of the immediately succeeding calendar month. (Example: Employee A's last regularly scheduled work day worked is July 15, and his or her unpaid leave commences July 16. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last regularly scheduled work day worked is July 16 and his or her unpaid leave commences July 17. Employee B's coverage toward which the County has contributed will lapse August 31.)

iii. Coverage Upon Return from Unpaid Leave.

If the employee is scheduled to and returns from an authorized unpaid leave of absence on or before the fifteen (15th) day of the calendar month the employee's coverage toward which the County shall make its normal contribution shall be effective on the first day of that calendar month. If the employee is scheduled to and returns from such leave without pay after the fifteen

(15th) day of the calendar month, the employee's coverage toward which the County contributes will be effective on the first day of the immediately succeeding calendar month. (Example: Employee A's unpaid leave commences July 1 and ends July 15. Employee A's coverage toward which the County contributes does not lapse. Employee B's unpaid leave commences July 1 and ends August 7. Owing to the combination of paragraph ii. and iii. of this subsection, Employee B's coverage will not lapse. Employee C's unpaid leave commences July 1 and terminates August 16. Employee C's coverage toward which the County contributes lapses July 31 and recommences September 1.)

b. Effective on and after July 1, 1993 in lieu of spouse coverage, a covered employee may enroll his or her domestic partner with whom he or she has a domestic partnership as defined in Appendix D, and the partner's eligible dependents for coverage under sections 1 and 2 of this article subject to the terms set forth in the affidavit attached hereto as Appendix D and by this reference incorporated herein. As a further precondition of coverage, all employees enrolling for new or changed coverage after the signing date of this Agreement, whether married or with a domestic partner, shall be required to complete, sign, and submit to the Employee Services

Division a copy of the affidavit attached hereto as Appendix D. Employees whose marriage or domestic partnership terminates must complete, sign, and file with the Employee Services Division a copy of the statement of termination of marriage/domestic partnership set forth at Appendix E of this Agreement. Enrollment times and other procedures for administration of the medical and dental plans shall be applied to employees with domestic partners in the same manner as to married employees.

4. Retirees.

Employees who retire from the County shall be eligible to participate in the County's retiree medical insurance program subject to the same terms, conditions, and limitations as applied to Exempt County employees at the time this Contract is executed, pursuant to Ordinance Nos. 629 and 670, set forth in Addendum F, attached hereto and by this reference incorporated herein. However, employees hired before July 1, 1992 who retire from the County with ten (10) or more years of continuous service may, in lieu of coverage under the terms of the foregoing retiree insurance provisions, elect an alternate retiree insurance benefit whereby the employer will pay 100 percent of the premium for the employee and his or her eligible dependents from age sixty (60) or date of

retirement, whichever is later, until the employee is eligible for Medicare. The election to participate in this alternative program must be made in writing, signed by the employee, and received by the Director of the County's Employee Services Division not later than December 31, 1992. An employee who elects the alternate program and who retires from the County early with ten (10) or more years continuous service may receive the employer-paid benefit beginning at age sixty (60) provided the employee continuously participates in the County's medical plan by timely payment of the full premium due from the date of retirement until age sixty (60). After such employee reaches age sixty-five (65) he or she may continue to continuously participate in the County's medical plan by timely payment of the monthly premium.

5. Life Insurance.

The County agrees to provide each employee covered by this Agreement with term life insurance in the amount of ten thousand dollars (\$10,000) for each employee; provided, that effective July 1, 1993 this amount shall be increased by ten thousand dollars (\$10,000) for a total of twenty thousand dollars (\$20,000) coverage. Upon retirement, employees with fifteen (15) or

more years of service will be provided with two thousand dollars (\$2,000) coverage. Employees shall designate their beneficiaries.

6. Health and Welfare Labor/Management Consortium.

The County and Union jointly agree to maintain a health and welfare committee/consortium to review, explore, and advise bargaining unit members in respect to fringe benefits and cost effective use of those benefits.

The County and Union will work together with the County's professional benefits consultant to maintain and further develop a state of the arts health and welfare program that meets the needs of bargaining unit members, with emphasis on cost efficiency, effectiveness, and cost containment in relationship to revenues allocated for fringe benefits.

The County shall have exclusive right in determining whether or not increases to present level of benefits are within budget constraints and priorities.

7. Drug and Alcohol Policy and Procedure.

Those matters concerning the County's alcohol and drug policy and procedure which are a mandatory subject of bargaining, and which are contained in the document dated August 5, 1992, which has been given

to the union as part of the bargaining process, will not be changed in application to this bargaining unit except for changes made to conform to law or agreed upon in writing by the Union and the Labor Relations Manager; provided, that the parties agree that owing to the nature of duties performed by members of this bargaining unit the employer must have a reasonable suspicion that an employee is under the influence of substances regulated by this policy and in violation of said policy before a blood test or urinalysis may be performed. However, this shall not preclude unscheduled testing during the first twenty-four (24) months following completion of treatment pursuant to Section VI, Subsection D of the August 5, 1992 document.

8. Long Term Disability Insurance.

Effective July 1, 1993, the County shall provide bargaining unit members with a group Long Term Disability Insurance Policy with the same terms as apply to Corrections Officers under Standard Insurance Policy No. 607217, including a ninety (90) day waiting period.

9. Medical Spending Account.

Effective July 1, 1993, the County will offer bargaining unit members the opportunity to use medical spending accounts as permitted under the Internal Revenue Code to pay eligible unreimbursed medical expenses with pre-tax funds.

10. Waiver of Coverage.

The County may offer employees cash payments in such amounts and on such conditions as it deems proper in exchange for the employee agreeing to waive coverage under the medical or dental plans or both.

ARTICLE 11

PENSIONS

1. PERS.

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

2. Pick-Up.

The County shall continue to "pick-up" the required employee contributions (six percent 6%) as provided in ORS 237.075.

3. Sick Leave in Application to Final Average Salary

In accordance with the terms of ORS 237.153, one half of the value of accumulated sick leave with pay will be applied to final average salary for the purpose of pension benefit determination.

ARTICLE 12
WORKERS' COMPENSATION AND
SUPPLEMENTAL BENEFITS

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

2. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority unless the employee's doctor, the State Workers' Compensation Department or Board, or the employee certifies to the County in writing that the employee will be permanently disabled to such an extent that he or she will be unable to return to the County and fully perform the duties of the position he or she last occupied. In such event the employee's status shall be governed exclusively by applicable state statutes related to re-employment and non-discrimination. If injured during probation, the probationary period may be extended by written agreement of the Union, employee, and County.

3. The County shall supplement the amount of Workers' Compensation benefits received by the employee for

temporary disability due to occupational injury, illness, or disease by an amount which, coupled with Workers' Compensation payments, will insure the disabled employee the equivalent of one hundred percent (100%) of his or her bi-weekly net take-home pay subject to the following conditions:

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

b. To the extent not compensated by Workers' Compensation benefits, the first day of occupational disability shall be compensated as time worked.

c. To the extent not compensated by Workers' Compensation benefits, the day following the first day of occupational disability and the next succeeding day shall be compensated as sick leave if such days would have been work days.

d. Supplemental benefits shall only be payable for those days compensable under Workers' Compensation Law as time loss on an approved claim. For employees with approved claims, supplemental benefits shall be paid for no more than three hundred and twenty (320) hours of the employee's regular working hours or for a period equal to

the amount of accrued sick leave hours at the time of injury, whichever is greater. Such payments shall not be chargeable to accrued sick leave.

4. If a Workers' Compensation claim is denied or if the employee accepts a compromise settlement of a disputed claim, the employee's absence from work shall, to the extent not compensated as Workers' Compensation time loss, be paid from and charged against his or her sick leave.

5. If a Workers' Compensation claim which has been denied is later held compensable upon appeal, any time loss benefits shall be reimbursed by the employee to the County and the employee's sick leave account credited with an equivalent number of days.

6. Nothing in this Article may be construed to permit borrowing of sick leave not accrued by and available to the employee.

7. The County shall continue to provide medical and dental benefits for employee and dependent(s) from the first day of occupational disability subject to the limitations of the Health and Welfare Article, if any, for a period of one year.

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

ARTICLE 13
HOURS OF WORK

1. Regular Hours.

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

2. Work Day.

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

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

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

3. Work Week.

The work week shall consist of consecutive days. In no case shall the work week be for more than forty (40) hours excluding the meal period.

4. Work Schedules.

Work schedules showing the employee's shift, work days, and hours shall be posted on all department bulletin boards at all times. Except as otherwise

provided by this Section, work schedules for any work shift shall not be changed unless the changes are posted for ten (10) work days. This posting requirement shall not apply (a) in emergency situations and during the duration of the emergency, or (b) when the employee and his or her supervisor mutually agree to waive the posting requirement in writing.

5. Reduced Work Week.

In the event that the financial budget situation of the County requires a reduced work week for employees covered by this Agreement, the parties agree to meet and discuss scheduling problems which may arise prior to implementation of the reduced work week.

6. Rest Periods.

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

7. Meal Periods.

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

8. Uniform Time Charging Provisions

a. Rounding Rule

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

- a. 0 - 7 minutes rounds to 0 hours
- b. 8 - 15 minutes rounds to 1/4 hour

b. Applications

(1) Lateness

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

(2) Working Over

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

(3) Leaves

Late and early return from leaves shall be subject to the same rounding practice as specified above.

(4) Management and Employee Rights

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

9. Clean-Up Time.

Employees shall be granted adequate personal clean-up time prior to the end of each work shift. The County shall provide the required facilities for the employee's cleanup time. Neither party to this Agreement shall construe "clean-up time" to mean "quit-early time" or "leave-early time".

ARTICLE 14

STANDARDS

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

ARTICLE 15

WAGES AND CLASSIFICATION SCHEDULE

1. Wages and Classification Schedule.

a. Wage Rates for FY 1992-93.

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Addendum A. Said schedule reflects an increase of four percent (4%) effective July 1, 1992 and an additional three percent (3%) effective April 1, 1993.

b. Wage Rates for FY 1993-94.

The January 1, 1993 rates set forth in Addendum A shall be increased on and after July 1, 1993 in a percentage equal to the percentage increase, if any, in the Consumer Price Index between March, 1992 and March, 1993 (12 months); PROVIDED that the minimum increase shall be two and one half percent (2.5%) and the maximum increase shall be four percent (4%).

c. Wage Rates for FY 1994-95.

The January 1, 1993 wage rates set forth in Addendum A, as adjusted pursuant to subsection b of this section, shall be further increased on and after July 1, 1994 by the percentage increase, if any, in the Consumer Price Index between March, 1993 to March, 1994 (12 months) with a minimum increase of two and one half percent (2.5%) and a maximum increase of four and one half percent (4.5%).

d. Consumer Price Index Defined.

For purposes of this article, the Consumer Price Index is defined as the index published by the U.S. Bureau of Labor Statistics for Urban and Clerical Wage Earners (CPI-W), All-U.S. Cities Index, 1982-84 = 100 base.

e. New Classifications and Work in a Higher Class.

When any position covered by this Agreement not listed on the wage schedule is established, the County may designate a job classification and pay rate for the position. Whenever an employee performs any work for more than thirty (30) days in a classification above that in which the employee is normally classified, the employee shall be paid for such work at the rate assigned to the higher classified work in the appropriate step, according to the promotional policy, if any.

f. Reopener.

In the event that the County's estimated general fund resources in the executive budget for FY 1993-94 or 1994-95 fall ten percent (10%) or more below the estimated general fund resources in the preceding year's executive budget, any wage or benefit increase not implemented at the time of such determination shall not be implemented and negotiations will commence within a reasonable period thereafter for substitute terms for such increase not implemented.

2. Pay Period.

The salaries and wages of employees shall be paid bi-weekly on Friday of the week following the pay period. In the event the Friday payday is a holiday, the preceding day shall be the payday.

Notwithstanding the foregoing provisions of this Agreement, the employer may replace the biweekly payroll cycle with a semimonthly payroll period system so long as the implementation is undertaken in a reasonable manner, and so long as such implementation occurs on or after implementation of a semimonthly payroll system applicable to the Local 88 (AFSCME) bargaining unit. Upon implementation of a semimonthly payroll system for this bargaining unit, bi-weekly benefit accrual and union dues deduction rates shall be converted to equivalent semimonthly accrual and deduction rates.

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

4. Call-In Time. Any employee called to work outside his or her regular shift shall be paid for a minimum of two (2) hours at the rate of time and one-half (1-1/2).

5. Overtime. Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

- a. All authorized work performed in excess of eight (8) hours in any work day.
- b. All authorized work performed in excess of forty (40) hours in any work week.
- c. Overtime worked shall be calculated in accordance with the uniform time charging provisions of Article 13.
- d. All work performed on employee's sixth (6th) day shall be paid for at the rate of time and one-half (1-1/2) and the seventh (7th) day at double-time rate, provided the employee has worked a full shift on the employee's sixth (6th) day.

6. Distribution. Overtime work shall be distributed equally among employees within the same job classification in each agency; provided, however, that exceptions may be made subject to mutual approval of the County and the Union.

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

There shall be no discrimination against any employee who declines to work overtime. Overtime work shall be voluntary except in cases where, in the County's judgment, the public health, safety and welfare may be jeopardized.

7. Mileage Pay. Whenever an employee is required to work at any location other than his or her permanent place of reporting, he or she shall be paid at the rate of twenty cents (\$0.20) per mile or the I.R.S. rate, whichever is greater, from his or her permanent reporting place for the use of his or her personal transportation to and from the temporary new locations. All employees shall be allowed pay from the time of reporting to their permanent reporting place, and this shall end when they return to their permanent reporting place.

8. Height Time Differential Pay. When employees covered by this Agreement are performing painting on a structure at or above the fifty (50) foot level directly above the ground, floor, roadway, roof or water, the wage rate for such work shall be that to which the employee is normally entitled plus an additional fifty cents (\$0.50) differential for each hour that the employee is performing such work.

9. Shift Differential. In addition to the established wage rates, the County shall pay an hourly premium of twenty cents (\$0.20) to employees for all hours worked on shifts between the hours of 3:00 p.m. and 11:00 p.m. For all hours worked on shifts beginning 11:00 p.m. and 6:00 a.m., the County shall pay an hourly premium of twenty-five cents (\$0.25) to employees for each hour worked during that period.

10. Parking. Whenever the employee is required to report to the Courthouse on a temporary basis in his private vehicle, the County shall provide parking.

11. Spray Painting and Toxic Vinyl Premium. Any employee covered by this Agreement who performs spray painting or applies toxic vinyls while silk screening shall receive a premium of twenty-five cents (\$0.25) for each hour he performs such work, provided that such premium shall be paid only if the employee wears a respirator.

12. Coverwear for Maintenance Painter. The County agrees to continue the practice of providing appropriate laundered coverwear for employees covered by this Agreement.

ARTICLE 16

DISCIPLINARY ACTION

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

2. Any permanent, non-probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to appeal the action through the Grievance Procedure.

The standard of review of disciplinary actions appealed under this section shall be the "in good faith for cause" standard.

ARTICLE 17

SETTLEMENT OF DISPUTES

1. Grievance Procedure. Any grievance or dispute which may arise between the parties, involving the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

Step I: After first attempting to resolve the grievance informally, any employee or the Union may present in writing such grievance to the employee's section or division head through the immediate supervisor within ten (10) working days of its occurrence; if at that time the individual employee or his or her representative is unaware of the grievance, it may be presented in writing within ten (10) working days of the time the employee first has knowledge or should have had knowledge of its occurrence. The notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The supervisor shall then attempt to adjust the matter and respond, in writing, to the employee or his or her representative within ten (10) working days.

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

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

County Grievances: When the County has a grievance, it may be presented in writing to the Union through the Director of the Employee Services Division or his or her representative. The parties will each then promptly appoint two (2) persons to serve as a Board of Adjustment to consider the grievance of the County and resolve the dispute. If the Board of Adjustment is unable to resolve the dispute within ten (10) days of the notification to the Union, then the County may request arbitration under Step V of this Grievance Procedure, by written notice to the other party. This procedure for County grievances is not exclusive and the County expressly retains the right to alternately proceed with any other action, including court proceedings, it may deem in its discretion to be advisable or warranted.

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

Step V: Arbitration. After the grievance has been submitted to arbitration, the parties, or their representatives, shall jointly request the Oregon Mediation and Conciliation Service for a list of the names of seven (7) arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names; the order of striking to be determined by lot. One day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

The arbitrator shall be requested to begin taking evidence and testimony within a reasonable period after submission of the request for arbitration taking into account the schedules of the parties' representatives, the arbitrator, and witnesses; and he or she shall be requested to issue his or her decision within thirty (30) days after the conclusion of testimony and argument. The parties

hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of either party by issuance of a subpoena, the cost of which shall be borne by the party requesting the subpoena.

The arbitrator's decision shall be final and binding, but he or she shall have no power to alter, modify, amend, add to, or detract from the terms of the Contract. His or her decision shall be within the scope and terms of the Contract and in writing. Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date the grievance was first filed with the supervisor, and it shall state the effective date of the award.

Expenses for the arbitration shall be borne by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made on the condition that it pays for the record and makes copies available without charge to the other party and the arbitrator.

Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. A grievance may be terminated at any time upon receipt of a signed statement from the aggrieved party that the matter has been resolved.

2. Stewards and the Processing of Grievances.

a. Employees selected or elected by the Union as employee representatives shall be known as "stewards". The names of the stewards and the names of other Union representatives who may represent employees shall be certified in writing to the County by the Union. Stewards may investigate and process grievances during working hours without loss of pay and all efforts will be made to avoid disruptions and interruptions of work.

b. Departure from the established Grievance Procedure outlined in this Article by any employee shall automatically nullify the Union's obligation to process the grievance.

c. In no event may the Union or the aggrieved employee initiate a grievance under the procedure so outlined in this Article where more than sixty (60) days have elapsed since the occurrence of the grievance; however, in no way is this provision to be interpreted as affecting the pursuance of grievances which are of a continuing nature (i.e., the breach continues and is not a single isolated incident).

ARTICLE 18

GENERAL PROVISIONS

1. No Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin or political affiliation. It is further agreed that there will be no discrimination against the handicapped unless bona fide job-related reasons exist. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

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

other cause does not interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibility to the public.

2. Bulletin Boards. The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its postings of notices and bulletins to such bulletin boards. All posting of notices and bulletins by the Union shall be factual in nature and shall be signed and dated by the individual doing the posting.

3. Visits by Union Representatives. The County agrees that the Business Manager or his or her Assistant, accredited representatives of the Paint Makers, Sign, Display, Truck Painters, and Allied Trades Local 1094 of Washington and Oregon, AFL-CIO upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Union business.

4. Rules.

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

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

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

d. New employees covered by this Agreement shall be provided a copy of the Agreement and rules at time of hire.

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

5. Seniority.

a. Seniority will be determined as follows:

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

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

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

(4) Score on the last performance evaluation awarded under the system to be developed in accordance with Multnomah County Code 3.10.130; if no system exists, then score on original entrance examination.

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

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

(2) After July 1, 1975, time spent on authorized leave without pay that exceeds thirty (30) calendar days will not count.

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

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

(5) Time spent on layoff will not count.

c. Seniority shall be forfeited by discharge for cause or voluntary termination after July 1, 1975.

d. On May 15 of each year, the County shall furnish to the Union sufficient copies of a seniority roster of all employees assigned to the classifications listed in appendix "A" hereunder and yearly by May 15 thereafter.

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

6. Reduction in Force. Layoffs will be in accordance with Multnomah County Code 3.10.250 or its successor and the Personnel Rules pertaining thereto.

7. County-Union Meetings. The County Chair, or his or her representative(s) shall meet at mutually convenient times with the Union committee. All such meetings shall be held during normal working hours on County premises without loss of pay and the parties will so schedule such meetings as far as practical to avoid disruptions and interruption of work. The Union committee shall consist of not more than three (3) members selected by the Union.

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

9. Contract Work. The County agrees that the Union will be notified a reasonable period of time in advance of any contracting or subcontracting of work done by employees covered by this Agreement.

10. Supremacy of Contract. To the extent allowable by law, whenever a conflict arises between this Agreement and Multnomah County Code 3.10, et seq., or its successor, this Agreement shall prevail.

11. Performance Evaluation Process

- a. The County may implement and maintain performance evaluation processes involving members of the bargaining unit.
- b. Employees will have the right to attach a response to any evaluations in their personnel files.
- c. No evaluations or employee responses will be admissible in any disciplinary or arbitration hearing.
- d. All performance evaluations shall be signed by the employee's exempt supervisor, who shall bear ultimate responsibility for the content of the evaluation.

ARTICLE 19

SAVINGS CLAUSE AND FUNDING

1. Savings Clause. Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to attempt to negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are, therefore, contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee

any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request pursuant to established budget procedures. This Section 2 and County action hereunder shall not be subject to the Resolution of Disputes Procedures hereinbefore set out.

ARTICLE 20
ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by the rules and regulations of the Employee Services Division and by Multnomah County Code 3.10, et seq., or its successor. The County and the Union for the life of this agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this agreement, even

though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

Nothing in this article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement, nor shall the Union and the County Chair, or his or her designee(s) for Labor Relations, be precluded from voluntarily entering into memoranda of understanding, interpretation, or exception concerning matters of contract administration.

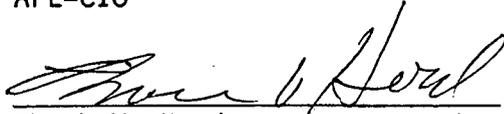
ARTICLE 21

TERMINATION

This Agreement shall be effective as of the 1st day of July, 1992, and shall remain in full force and effect through the 30th day of June, 1995, and shall be automatically renewed from year-to-year thereafter, unless either party notifies the other in writing between January 1, 1995, and March 1, 1995, that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

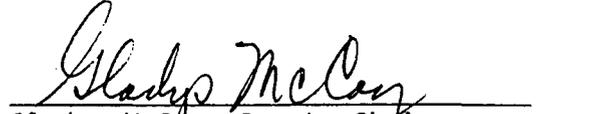
IN WITNESS WHEREOF, the Parties hereto have set their hands this ____ day of _____, 1992.

PAINT MAKERS, SIGN, DISPLAY,
TRUCK PAINTERS, AND ALLIED
TRADES, LOCAL 1094 OF
WASHINGTON AND OREGON,
AFL-CIO

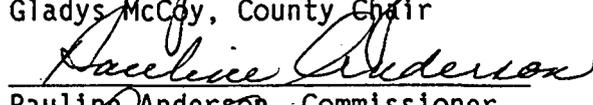


Chuck V. Hord
Business Manager

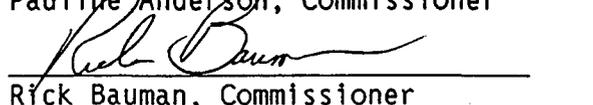
MULTNOMAH COUNTY, OREGON
BOARD OF COMMISSIONERS



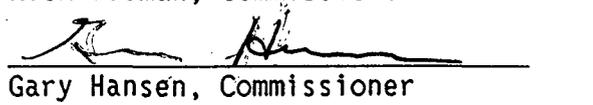
Gladys McCoy, County Chair



Pauline Anderson, Commissioner



Rick Bauman, Commissioner

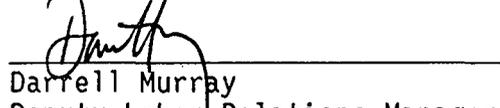


Gary Hansen, Commissioner



Sharron Kelley, Commissioner

NEGOTIATED BY:



Darrell Murray
Deputy Labor Relations Manager
Multnomah County, Oregon

REVIEWED:



Laurence Kressel, County Counsel
Multnomah County, Oregon

2076LR

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 11/12/92
DEB BOGSTAD
BOARD CLERK

ADDENDUM A

WAGES AND CLASSIFICATIONS
SIGN PAINTERS & BRIDGE MAINTENANCE PAINTERS

Effective July 1, 1992

CLASS TITLE/ NUMBER	HOURLY WAGE RATE	HOURLY PENSION CONTRIBUTION (6 PERCENT)	TOTAL HOURLY WAGE AND PENSION RATE
SIGN PAINTER 3105	\$14.81	\$0.89	\$15.70

Effective April 1, 1993

SIGN PAINTER	\$15.25	\$0.92	\$16.17
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2. Leadworker.

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

3. Leadworker - Sign Shop.

Assignment and selection of the Sign Shop Lead Worker shall be at the sole discretion of the County. The Sign Shop Lead Worker shall be compensated at 6.8% of his hourly pay rate when assigned to perform Lead Worker duties.

ADDENDUM B

MULTNOMAH COUNTY OREGON

Employee Organization Membership Dues

Payroll Deduction Authorization Plan

I, _____, having voluntarily elected to become a member of _____, do hereby authorize Multnomah County as my employer to deduct from my accrued earnings the amount of \$ _____ per month.

This deduction shall be made only if my accrued earnings are sufficient to cover the above amount after all other authorized payroll deductions have been made.

I agree to indemnify, defend and hold the County harmless against any claims made or suits instituted against Multnomah County as a result of this authorization.

I understand that I may withdraw this authorization at such time as I terminate my membership in the above indicated employee organization or desire to make other payment arrangements directly with the employee organization involved.

Signed: _____ Date: _____

Name of Employee

Month Day Year

Name of Employee Organization: _____

ADDENDUM C

DEFINITIONS

Cause. Misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, unfitness to render effective service or failing to fulfill responsibilities as an employee.

Continuous Service. Means uninterrupted employment with Multnomah County subject to the following provisions:

a. Continuous service shall include uninterrupted employment with another governmental agency accomplished in accordance with and subject to ORS 236.610 through 236.650.

b. For purposes of determining length of service prior to July 1, 1975, an interruption in employment of fourteen months or less shall constitute continuous service, in addition to those individually documented cases previously approved by the Board of County Commissioners, the Chairman, or Labor Relations Counsel.

c. For purposes of determining what constitutes a break in employment after July 1, 1975,

continuous service is terminated by voluntary termination, involuntary termination due to expiration of a layoff list, or discharge for cause.

Supervisory Employee. Means any individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or having responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection therewith, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

APPENDIX D

MULTNOMAH COUNTY AFFIDAVIT OF MARRIAGE
OR DOMESTIC PARTNERSHIP

I, print name of employee _____,
certify that I and (print name of spouse or domestic
partner) _____ (check
and complete either A. and B., whichever applies):

A. _____ were legally married on (date) _____.

B. _____ are and have each been the other's
partner in a domestic partnership, as defined below. For
purposes of this affidavit a "domestic partnership" is one
consisting of two persons in which the members:

1. Jointly shared the same permanent residence
for at least six (6) months immediately preceding the date
of this affidavit and intend to continue to do so
indefinitely;

2. Have a close personal relationship with each
other;

3. Are not legally married to anyone;

4. Are each eighteen (18) years of age or older;

5. Are not related to each other by blood in a
degree of kinship closer than would bar marriage in the
State of Oregon;

6. Were mentally competent to contract when the
domestic partnership began;

7. Are each other's sole domestic partner; and,

8. Are jointly responsible for each other's common welfare including "basic living expenses". For purposes of this affidavit "basic living expenses" means the cost of basic food, shelter, and any other expenses of a member of the domestic partnership which are paid at least in part by a program or benefit for which the partner qualified because of domestic partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

This affidavit terminates upon the death of the signing employee's spouse or domestic partner or by a change in circumstances attested to in this affidavit. The signing employee must notify the Employee Services Division within thirty (30) days after such death or change by filing a Statement of Termination of Marriage/Domestic Partnership. After filing of a Statement of Termination of Marriage/Domestic Partnership, the employee may not file a new Statement of Marriage/Domestic Partnership for the purpose of enrolling a new domestic partner for six (6) months from the date such statement was received by the Employee Services Division.

NOTICE: Signing this affidavit may or may not have legal implications affecting relations between domestic partners beyond the extension of medical or dental insurance coverage for which it is intended. If you desire further information concerning the possible legal consequences of signing this form, please consult an attorney.

I attest that the certification I have provided herein is true and correct to the best of my knowledge.

_____ Employee's Signature	_____ Date
Received by _____ Employee Services Div. Rep.	_____ Date

ADDENDUM F

COMPOSITE VERSION OF MULTNOMAH COUNTY
EXEMPT EMPLOYEE RETIREE INSURANCE POLICY
(EXHIBIT B OF ORDINANCE 534 AS AMENDED BY
ORDINANCES NOS. 629 & 670)

Retiree Medical Insurance.

a. For purposes of this Section, a "retiree" refers to a person who retired from the County on or after the effective date of this Section and, at the time of retirement, occupied a position covered by the "Exempt" compensation plan. For purposes of this Section, a "member" refers to an active employee(s) in a position covered by the "Exempt" compensation plan.

b. Except as otherwise provided by this Section, retirees may continue to participate in the County medical plan available to members. Coverage of eligible dependents uniformly terminates when coverage of the retiree terminates, except as otherwise required by applicable state or federal law.

c. To the extent members are permitted to choose from among two (2) or more medical insurance plans, retirees shall be permitted to choose between the same

plans under the same conditions and at the same time as apply to members. Retirees participating in the members' medical insurance plan shall be subject to the application of any change or elimination of benefits, carrier, administrator, or administrative procedure to the same extent and at the same time as are members.

d. The retiree shall be responsible for promptly notifying the Benefits Manager (Employee Services Division), in writing, of any changes in the retiree's current address and of any changes in retiree or dependent eligibility for coverage.

e. The following terms related to benefit payments, service, and age requirements shall also apply:

(1) The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-eighth (58th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the retiree had:

(1) five (5) years of continuous County service immediately preceding retirement at or after age fifty-eight (58) years, or

(2) ten (10) year of continuous County service immediately preceding retirement prior to age fifty-eight (58) years, or

(3) ten (10) years of continuous County service immediately preceding retirement in the event of disability retirement.

(ii) The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the employee had thirty (30) years of continuous service with employers who are members of the Oregon Public Employee Retirement System and twenty (20) or more years of continuous County service immediately preceding retirement.

f. Actual application for Medicare shall not be required for a finding that a retiree is "eligible for Medicare" under subsection e of this Section.

g. Part-time service in a regular budgeted position shall be prorated for purposes of the service requirements under subsection "e" of this Section. (For example, twenty (20) hours per week for two (2) months would equal one (1) month toward the applicable service requirement.)

h. In addition to the other requirements of this Section, continued medical plan participation or benefit of County contributions is conditioned on the retiree's continuous participation in the members' medical insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e., 50% or 100% as applicable) of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this Section. Payments by retirees of their portion of the monthly premiums under this Section shall be timely if the retiree has directed PERS to regularly deduct his or her portion of the monthly premium from his or her pension check and remit the proceeds to the County's collection agent, or if it is received by the County's collection agent each month at least thirty (30) days prior to the month for which the resulting coverage will apply. The Employee Services Division shall inform the retiree at the time he or she signs up for continued medical insurance coverage of the identity and address of the County's collection agent and shall thereafter inform the retiree of any change in collection agent at least forty-five (45) days prior to the effective date of such change.

i. In the event County medical insurance premium payments on behalf of retirees or their dependents are made subject to state or federal taxation, any additional costs to the County shall be directly offset against such payments required under this Section. (For example, if the effect on the County of the additional tax is to increase the County's outlay by an amount equivalent to ten percent (10%) of aggregate monthly retiree premium, the County's contribution shall be reduced to forty percent (40%) of premium so that net County costs will remain unchanged.)

Meeting Date: NOV 12 1992

Agenda Number: R-7

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Agreement with University of Washington

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Health Division: _____

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: Fronk

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

Check if you require official written notice of action taken:

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

Ratification of intergovernmental agreement with University of Washington Department of Civil Engineering to develop an Emergency Medical Services Information and Mapping System (EMSIMS) for Multnomah County Emergency Services (EMS.) The Health Department has budgeted funds to pay for the services.

11/18/92 originals to Herman Brune

Signatures

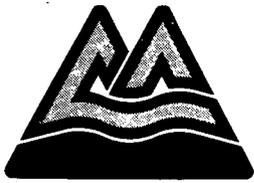
Elected Official _____

OR

Department Director Billi Odegaard

BOARD OF
COUNTY COMMISSIONERS
1992 OCT 30 PM 12:12
MULTNOMAH COUNTY
OREGON

(All accompanying documents must have required signatures!)



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
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: *Belli* Bill Odegaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department *Tom*

DATE: October 14, 1992

SUBJECT: Agreement with University of Washington

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with the University of Washington for the period upon execution to and including December 31, 1992.

Analysis: Multnomah County Emergency Medical Services (EMS) requires an Emergency Medical Services Information and Mapping System (EMSIMS). The University of Washington's Department of Civil Engineering has the unique capabilities necessary to design the information system.

Background: The Multnomah County Code (MCC) and Emergency Medical Services (EMS) rules require the collection and correlation of data related to trauma care in Multnomah County.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 201213

Amendment # _____

MULTNOMAH COUNTY OREGON

<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 checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-7</u> DATE <u>11/12/92</u></p> <p style="text-align: center;">DEB BOGSTAD BOARD CLERK</p>
--	--	--

Department Health Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Development of an Emergency Medical Information and Mapping System (EMSIMS) for Multnomah County.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name University of Washington Department of Engineering
 Mailing Address 133C More Hall FX-10 Seattle, Washington 98195

Phone (206) 543-2390

Employer ID# or SS# 91-6001537

Effective Date Upon Execution

Termination Date December 31, 1992

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 2,000

Remittance Address _____ (If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ invoice for progress payments Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Billie Odegaard

Purchasing Director (Class II Contracts Only) _____

County Counsel _____

County Chair / Sheriff SHARRON KELLEY, VICE-CHAIR

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

Encumber: Yes No

Date 10/26/92

Date _____

Date 10-29-92

Date NOVEMBER 12, 1992

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.	100	015	0240			6110		0399		\$2,000	
02.											
03.											

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

MULTNOMAH COUNTY
AND
UNIVERSITY OF WASHINGTON

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 1992, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and the UNIVERSITY OF WASHINGTON DEPARTMENT OF CIVIL ENGINEERING (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:

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

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

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

1. Term.

The term of this Agreement shall be from upon execution, to and including December 31, 1992, unless sooner terminated under the provisions hereof.

2. Services.

A. CONTRACTOR will use data supplied by COUNTY to develop an Emergency Medical Services Information and Mapping System (EMSIMS) for Multnomah County Emergency Medical Services (EMS).

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR a maximum of \$2,000 based on the following terms:

- 1) Completion and delivery of EMSIMS to COUNTY.
- 2) Partial payment may be authorized and paid as work progresses. CONTRACTOR will submit an invoice for payment.

B. COUNTY certifies that either federal, state or local funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.

C. All final billings affecting Agreement payments must be received within thirty (30) 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 CONTRACTOR.

4. Contractor is Independent Contractor

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

B. CONTRACTOR shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of CONTRACTOR, 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.

C. COUNTY shall defend, hold and save harmless CONTRACTOR, 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.

5. Workers Compensation

A. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all nonexempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

6. Contractor Identification

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

7. Subcontracts and Assignment

CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR'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 CONTRACTOR.

8. Access to Records

A. CONTRACTOR 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 CONTRACTOR as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR 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 CONTRACTOR. If an Agreement cost is disallowed after reimbursement has occurred, CONTRACTOR will make prompt repayment of such costs.

9. Waiver of Default.

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of 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.

10. Adherence to Law

A. CONTRACTOR 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. CONTRACTOR 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, 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, CONTRACTOR 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. CONTRACTOR will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. 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 CONTRACTOR by mail. CONTRACTOR shall sign the amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

B. Any other amendments to the provisions of this Agreement, whether COUNTY or CONTRACTOR initiated, shall be reduced to writing and signed by both parties.

12. Integration

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

13. Record Confidentiality

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

14. 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 CONTRACTOR, or be cause for placing conditions on said funding and/or services, 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 nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this Agreement.

2) Upon notice if CONTRACTOR fails to start-up services on the date specified in this Agreement, or if CONTRACTOR fails to continue to provide service for the entire Agreement period.

3) Upon notice to COUNTY of evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.

4) Upon evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

D. Payment to CONTRACTOR will include all services provided through the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

E. Termination under any provision of this section shall not affect any right, obligation or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

15. Litigation.

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

16. Oregon Law and Forum

This Agreement shall be construed according to the law of the state of Oregon.

17. Certification Regarding Lobbying

A. No federal appropriated funds can be or will be paid, by or on behalf of the contractor, 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 contract, the contractor shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

18. OMB Circular A-133

If CONTRACTOR is determined by the COUNTY to be a subrecipient of federal funds passed through the COUNTY, the CONTRACTOR will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to nonprofit organizations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

UNIVERSITY OF WASHINGTON

By _____
Jerry Schneider, Professor
Department of Civil Engineering

Date _____

91-6001537
EIN Number

MULTNOMAH COUNTY, OREGON

By *Sharon Kelley Jones*
Gladys McCoy
Multnomah County Chair

Date NOVEMBER 12, 1992

HEALTH DEPARTMENT

By: *Billi Odegaard*
Billi Odegaard, Director

Date: 10/26/92

By: *[Signature]*
Program Manager

Date: _____

REVIEWED:

LAURENCE B. KRESSEL, County Counsel
for Multnomah County, Oregon

By: *[Signature]*

Date: 10-29-92

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # R-7 DATE 11/12/92
DEB BOGSTAD
BOARD CLERK

BUDGET MODIFICATION NO. DSS 23

NOV 12 1992

(For Clerk's Use) Meeting Date OCT 15 1992
Agenda No. R-8

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPT: SOCIAL SERVICES

DIVISION MHYFSD

CONTACT Ardys Craghead or Gary Nakao

PHONE 3691

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

GARY NAKAO

SUGGESTED

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

Budget Modification DSS # 23 requests \$100,000 from General Fund Contingency to increase the County contribution to the Partner's Project funding pool.

(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

Budget Modification DSS # 23 requests \$100,000 General Fund Contingency to increase County contribution to the Partner's Project funding pool. Mental Health, Youth and Family Services Division currently contributes \$39,963 in County funds toward the pool, approval of this modification would increase County contribution to \$139,963.

The project design calls for all of the partners to pool funds to be matched with Medicaid funds at the State level to fund mental health services for severely emotionally distressed children. The original contributing partners were to be CSD, Portland Public Schools, Centennial School District, State Division of Mental Health, Multnomah County MED and Multnomah County Juvenile Justice Division. All parties, with the exception of Juvenile Justice Division were able to contribute. Juvenile Justice Division had no funds budgeted for mental health services which could be diverted to the project. The project will have a revenue shortfall and loss of Medicaid matching funds if the County does not increase its contribution.

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

Increases services reimbursement Federal State fund to General Fund \$700
Increases County General Fund \$100,700

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 OCT 8 PM 2:11:3

4. CONTINGENCY STA (to be completed by Budget & Planning)

Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____
(Specify Fund) (Date)

AFTER THIS MODIFICATION: \$ _____

Originated By <u>Gary Nakao (cc)</u>	Date <u>9/30/92</u>	Department Director <u>Gary Nakao (cc)</u>	Date <u>9/30/92</u>
Plan/Budget Analyst <u>Thomas D. Soren</u>	Date <u>11/12/92</u>	Employee Services	Date
Board Approval <u>W. Borsh</u>	Date <u>11/12/92</u>		

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. DSS 23 2. Amount requested from General Fund Contingency: \$100,000

3. Summary of request:

This budget modification requests \$100,000 in County General Funds to increase the County contribution to the Partner's Project to \$139,963. The original premise of the project was that Partners would pool funds to be matched at the State level to fund Mental Health services for severely emotionally disturbed children. The contributing partners were to be CSD, PPS, Centennial School District, State Mental Health, Multnomah County MED and Multnomah County Juvenile Justice. All parties, with the exception of JJD were able to contribute. The Juvenile Justice Division has no Mental Health funds to contribute to the project. By the end of FY 91/92, twenty seven (27) children have had involvement with JJD while enrolled in the Partners Project during that fiscal year.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? no If so, when? _____
If so, what were the circumstances of its denial?

5. Why was this expenditure not included in the annual budget process?

The request was submitted as an add package, but was not funded.

6. What efforts have been made to identify funds from another source within the Department to cover this expenditure? Why are no other Departmental sources of funds available?

All funds in the MHYFSD are currently obligated and the division recently was cut by approximately \$207,000 in County Funding due to revenue shortfalls. Due to the consent decree requirements and recent budget cuts of approximately \$79,000 Juvenile Justice Division has no available funds to divert to the project.

7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

None

8. This request is for a (Quarterly XX, Emergency _____) review.

9. FOR EMERGENCY REQUESTS ONLY: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.

10. Attach any additional information or comments you feel helpful.

Bary Nakostae
Signature of Department Head/Elected Official

9-30-92
Date

BOARD OF
COUNTY COMMISSIONERS
1992 OCT - 8 PM 12 05
MULTNOMAH COUNTY
OREGON

BUDGET MODIFICATION NO. DSS 23

(For Clerk's Use) Meeting Date _____
Agenda No. _____

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR 11-12-92
(Date)

DEPT SOCIAL SERVICES DIVISION MHYFSD

CONTACT Ardys Craghead or Gary Nakao PHONE 3691

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD GARY NAKAO

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

Budget Modification DSS # 23 requests \$100,000 from General Fund Contingency to increase the County contribution to the Partner's Project funding pool.

(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

Budget Modification DSS # 23 requests \$100,000 General Fund Contingency to increase County contribution to the Partner's Project funding pool. Mental Health, Youth and Family Services Division currently contributes \$39,963 in County funds toward the pool, approval of this modification would increase County contribution to \$139,963.

The project design calls for all of the partners to pool funds to be matched with Medicaid funds at the State level to fund mental health services for severely emotionally distressed children. The original contributing partners were to be CSD, Portland Public Schools, Centennial School District, State Division of Mental Health, Multnomah County MED and Multnomah County Juvenile Justice Division. All parties, with the exception of Juvenile Justice Division were able to contribute. Juvenile Justice Division had no funds budgeted for mental health services which could be diverted to the project. The project will have a revenue shortfall and loss of Medicaid matching funds if the County does not increase its contribution.

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

Increases services reimbursement Federal State fund to General Fund	\$700
Increases County General Fund	\$100,700

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 NOV -2 AM 9:39

4. CONTINGENCY STA (to be completed by Budget & Planning)

Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____
(Specify Fund) (Date)

AFTER THIS MODIFICATION: \$ _____

Originated By <i>Gary Nakao (cc)</i> Plan/Budget Analyst	Date <i>9/30/92</i>	Department Director <i>Gary Nakao (cc)</i> Employee Services	Date <i>9/30/92</i>
Board Approval		Date	



REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. DSS 23 2. Amount requested from General Fund Contingency: \$100,000

3. Summary of request:

This budget modification requests \$100,000 in County General Funds to increase the County contribution to the Partner's Project to \$139,963. The original premise of the project was that Partners would pool funds to be matched at the State level to fund Mental Health services for severely emotionally disturbed children. The contributing partners were to be CSD, PPS, Centennial School District, State Mental Health, Multnomah County MED and Multnomah County Juvenile Justice. All parties, with the exception of JJD were able to contribute. The Juvenile Justice Division has no Mental Health funds to contribute to the project. By the end of FY 91/92, twenty seven (27) children have had involvement with JJD while enrolled in the Partners Project during that fiscal year.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? NO If so, when? _____
If so, what were the circumstances of its denial?

5. Why was this expenditure not included in the annual budget process?

The request was submitted as an add package, but was not funded.

6. What efforts have been made to identify funds from another source within the Department, to cover this expenditure? Why are no other Departmental sources of funds available?

All funds in the MHYFSD are currently obligated and the division recently was cut by approximately \$207,000 in County Funding due to revenue shortfalls. Due to the consent decree requirements and recent budget cuts of approximately \$79,000 Juvenile Justice Division has no available funds to divert to the project.

7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

None

8. This request is for a (Quarterly XX, Emergency _____) review.

9. FOR EMERGENCY REQUESTS ONLY: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.

10. Attach any additional information or comments you feel helpful.

Bary Nakoo/ae
Signature of Department Head/Elected Official

9-30-92
Date

Meeting Date: NOV 12 1992

Agenda No: R-9

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Revenue/Expenditure Contract Between Multnomah County and City of Wood Village

Board Briefing: _____ Date _____ Regular Meeting: _____ Date _____

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Karen Whittle TELEPHONE: 248-3631

PERSON(S) MAKING PRESENTATION: Norm Monroe/Karen Whittle

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: consent

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

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

The Housing and Community Services Division recommends approval of the expense/revenue contract between the County and the City of Wood Village. The contract allocates \$60,920 of federal Community Development Block Grant funds for replacement of water and sanitary sewer lines, as approved by the Board of County Commissioners in the summer of 1992, when the Board approved the CDBG Final Statement. The Final Statement lists projects to be funded with CDBG funds.

The \$20,000 revenues are match funds provided by the city for the two neighborhood revitalization projects. The funds will be used for engineering costs incurred by the County. A Budget Modification to bring in the revenues will follow through separate action.

11/18/92 ORIGINALS TO KAREN WHITTLE

SIGNATURES:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Gary Nakas (cc)
(All accompanying documents must have required signatures)

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 OCT 27 PM 1:12



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING & COMMUNITY SERVICES DIVISION
421 S.W. FIFTH AVENUE, SECOND FLOOR
PORTLAND, OREGON 97204
(503) 248-5464
FAX: (503) 248-3332

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

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

FROM: Norm Monroe, Director *RM*
Housing and Community Services Division

DATE: October 15, 1992

SUBJECT: Contract with Wood Village

Recommendation: The Housing and Community Services Division recommends County Chair approval of the attached contract with the City of Wood Village, for the period upon execution through September 30, 1994.

Analysis: The Housing and Community Services Division has allocated \$60,920 of federal Community Development Block Grant (CDBG) funds to assist the City of Wood Village with the following neighborhood revitalization projects:

- NE 240 and 241st Place Waterline Improvements
- Elm Ave./Wood Village Trunk Sanitary Sewer.

These projects were included in the 1992 list of community development projects approved by the Board of County Commissioners in the summer of 1992 and submitted for final approval to the U.S. Department of Housing and Urban Development.

The contract also makes provision for the City of Wood Village to contribute \$20,000 to the County as match. This match helps pay for engineering services provided by the County.

Background: Funds for this expenditure contract are included in the Housing and Community Services Division budget. The match funds will be added to the Division's budget through separate action.

wv93z



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103353
Amendment #

CLASS I: Professional Services under \$25,000
CLASS II: Professional Services over \$25,000 (RFP, Exemption), PCRB Contract, Maintenance Agreement, Licensing Agreement, Construction, Grant, Revenue
CLASS III: Intergovernmental Agreement
APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS
AGENDA # R-9 DATE 11/12/92
DEB BOGSTAD
BOARD CLERK

Department Social Services Division Community Dev. Date 10/15/92

Contract Originator Karen Jones Whittle Phone X3631 Bldg/Room 412

Administrative Contact Cilla Murray Phone X5464 Bldg/Room 161/2nd

Description of Contract Replace an asbestos waterline at NE 240th and 241st Place and replace a deficient sanitary sewer line between Elm Ave. and the Wood Village

Trunk line -- CDBG Project Nos. 92-1 and 92-4.

RFP/BID # Date of RFP/BID 2/24/92 Exemption Exp. Date

ORS/AR # Contractor is MBE WBE QRF

Contractor Name City of Wood Village

Mailing Address 2055 NE 238th Dr. Wood Village, OR 97060

Phone 667-4211

Employer ID # or SS #

Effective Date Upon execution

Termination Date September 30, 1994

Original Contract Amount \$

Amount of Amendment \$

Total Amount of Agreement \$ 60,920. expense 20,000 revenue

REQUIRED SIGNATURES:

Department Manager Gary Nakas (cc)

Purchasing Director (Class II Contracts Only)

County Counsel Matthew O. Ryan

County Chair/Sheriff Sharron Kelley

Contract Administration SHARRON KELLEY, VICE-CHAIR (Class I, Class II contracts only)

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 10-19-92

Date

Date 10/27/92

Date NOVEMBER 12, 1992

Date

Table with columns: LINE NO., FUND, AGENCY, ORGANIZATION, SUB ORG, ACTIVITY, OBJECT/REV SRC, SUB OBJ, REPT CATEG, LGFS DESCRIPTION, AMOUNT, INC/DEC IND. Rows include waterline, sewer, and revenue items.

INTERGOVERNMENTAL AGREEMENT

between

MULTNOMAH COUNTY AND THE CITY OF WOOD VILLAGE

for the

NE 240 and 241st Place Waterline Improvements, Project (92-1)
Elm Avenue to Wood Village Trunk Sanitary Sewer, Project (92-4)

This Agreement is entered into between Multnomah County (COUNTY) and the City of Wood Village (CITY) for the cooperation of units of local government under the authority of ORS 190.010. It will be effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this Agreement are as follows:

- A. The CITY desires to complete the following projects:
 1. NE 240 and 241st Place Waterline Improvements - Replace old 4-inch diameter AC (asbestos) waterline with 780 L.F. of new waterline including valves, fittings, service lines and fire hydrants (2).
 2. Elm Avenue to Wood Village Trunk Sanitary Sewer - Replace old structurally deficient sanitary sewer line connecting Elm Avenue (original village area) to the Wood Village trunk line.
- B. The COUNTY, acting through its Housing and Community Services Division, Community Development Program office has applied for and received Block Grant funds from the United States Department of Housing and Urban Development (HUD) for community development projects.
- C. With the advice of the CITY, the COUNTY desires to undertake necessary design, engineering, bidding, contracting and construction of the projects.
- D. The CITY desires to contribute \$20,000 toward the cost of the projects.

NOW THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

1. The COUNTY and the CITY agree to facilitate the design and construction of the projects.
 - a. The COUNTY will contribute up to \$60,920 in Community Development Block Grant funds to the projects (92-1: \$21,240; 92-4: \$39,680) for the period of November 1, 1992 through September 30, 1994. The COUNTY certifies that sufficient funds are available in its Letter of Credit with the Federal Treasury to cover its contribution under this Agreement.
 - b. This contract is subject to future appropriations by the Multnomah County Board of Commissioners.
 - c. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for this project, and in no event shall the COUNTY's financial contribution exceed the amount finally granted, released and approved by HUD for these projects, except as approved by the Multnomah County Community Development Policy Advisory Board and the Community Development Program.

- d. The COUNTY makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
- e. The CITY shall contribute funds to these projects in the amount of \$20,000 for construction in the following amounts:
 - NE 240 and 241st Place Waterline Improvements, \$14,000.
 - Elm Avenue to Wood Village Trunk Sanitary Sewer, \$6,000.
- f. The COUNTY shall drawdown the CITY's contributed funds as needed to pay for design and construction based on the Engineers approved certificate of payment. When the CITY's funds have been expended the COUNTY shall begin to drawdown Block Grant funds.
- g. In the event not all the improvements can be made with the project funds, the COUNTY with the advice of the CITY will determine the priority of the improvements to be made. The general scope of the improvements to be made under this contract consist of all work necessary to complete design and construction improvement as previously listed under Paragraph A of this Agreement.
- h. The COUNTY with the advice of the CITY will prepare all necessary plans, specifications, bid documents, and provide construction management to be paid for out of project funds.
- i. The COUNTY with the advice of the CITY will contract for appropriate project engineering services to include preparation of plans, specifications and bid documents, and to provide construction management.
- j. The COUNTY shall forward to the CITY copies of all requests for proposals, preliminary plans, specifications and cost estimates, for review and comments at least five days before requesting bids on the projects.
- k. The COUNTY with the advice of the CITY will appropriately bid, award the contract, and contract for construction of the project. In such contracts the COUNTY will assume right and responsibilities of owner of the projects.
- l. The CITY will assist the COUNTY in performing any necessary and appropriate community information activities.
- m. The COUNTY will assure that all procedures for construction plan approval, permit application, inspection documentation are adhered according to those rules and regulations as administered by the Department of Environmental Services and other applicable agencies.
- n. Upon substantial completion of the construction of the projects, the COUNTY and the CITY will conduct an inspection of the work done. Any deficiencies in either materials or workmanship will be noted in a punch list. After final inspection of the punch list is made and approved by the COUNTY and the CITY, the CITY will accept the

7. This Agreement and the obligations of the parties hereunder shall terminate upon the happening of the following events:
 - a. Completion of the projects, recommendation of acceptance of the improvements by the engineering consultant and inspectors, and acceptance by the COUNTY and CITY;
 - b. Block Grant funds become no longer available from the federal government or the COUNTY;
 - c. Failure of the CITY to comply with the terms and conditions expressed herein or the applicable regulations and directives of the Federal Government or the COUNTY;
 - d. Notice by one party to the other of its desire to terminate the Agreement. This notice will terminate the Agreement without further obligation of the parties only in the event it is given by the party desiring to terminate and received by the other prior to the COUNTY awarding the construction contract or incurring any project costs.
 - e. Otherwise this Agreement shall terminate on the latest termination date specified herein and shall be subject to extension only by mutual agreement and amendment in accordance with this Agreement.
8. Upon termination of this Agreement any obligation at the time of termination shall be paid for in accordance with the Agreement, and any unexpended balance of Block Grant funds shall remain with the COUNTY.
9. The CITY shall provide project-related records to the COUNTY upon request.

MULTNOMAH COUNTY

CITY OF WOOD VILLAGE

By *Roy G. [Signature]*
 Housing & Community Services
 Division Director

By *[Signature]* 8-12-92
 MAYOR Date

By *Sharon Kelley for* 11/12/92
 Gladys McCoy Date
 Multnomah County Chair

**APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS**
 AGENDA # R-9 DATE 11/12/92
DEB BOGSTAD
BOARD CLERK

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

By *[Signature]* 10/27/92
 Date

NE 240 and 241st Place Waterline Improvements

Project Number 92-1
 Project Year 1992
 LGFS No. 5468

BUDGET SUMMARY
 Community Development Block Grant

Legal Name of Entity City of Wood Village
 Address: 2055 NE 238th Drive
 City: Wood Village State Oregon Zip 97060

1. BUDGET LINE ITEMS:

A. PERSONNEL SERVICES:

1. Number of Employees	2. Job Title	3. Total Salary	4. Portion Chargeable to Community Development Block Grant
		\$	\$
5. Subtotal		\$	\$
6. Extra Help/Overtime			
7. Fringe Benefits			
8. TOTAL PERSONNEL COSTS		\$	\$

B. MATERIALS AND SERVICES:

9. Office Supplies			\$
10. Operating Supplies			
11. Communications			\$
12. Travel and Training			
13. Legal and Public Notices			
14. Professional Services		\$ 1,000.00	\$ 3,600.00
15. Construction Contracts		\$ 13,000.00	\$ 17,640.00
16. Other: Exhibits/Fixtures		\$	\$
17. TOTAL MATERIALS AND SERVICES		\$ 14,000.00	\$ 21,240.00

C. CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

		\$
--	--	----

21. TOTAL CAPITAL OUTLAY

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$ 21,240.00

II. SOURCES OF PROJECT FUNDING:

1. Federal	\$
2. State	
3. Local Match	\$ 14,000.00
4. County	\$
5. In-Kind Service & Supply	\$
6. Other (detail)	
7. Subtotal	\$
8. Housing & Comm. Dev.	\$ 21,240.00
9. TOTAL PROJECT COST	\$ 35,240.00

III. AUTHORIZATION:

8/12/92
Date

Heila M. Ritz
Authorized Signature for Project

8/12/92
Date

[Signature]
Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section on 9-28, 1992, by Karen Jones Whittle.

[Signature]
Signature

Elm Avenue to Wood Village Trunk Sanitary Sewer

Project Number 92-4

Project Year 1992

LGFS No. 5496

BUDGET SUMMARY
Community Development Block Grant

Legal Name of Entity City of Wood Village

Address: 2055 NE 238th Drive

City: Wood Village State Oregon Zip 97060

1. BUDGET LINE ITEMS:

A. PERSONNEL SERVICES:

1. Number of Employees	2. Job Title	3. Total Salary	4. Portion Chargeable to Community Development Block Grant
		\$	\$
5. Subtotal		\$	\$
6. Extra Help/Overtime			
7. Fringe Benefits			
8. TOTAL PERSONNEL COSTS		\$	\$

B. MATERIALS AND SERVICES:

9. Office Supplies			\$
10. Operating Supplies			
11. Communications			\$
12. Travel and Training			
13. Legal and Public Notices			
14. Professional Services		\$ 1,000.00	\$ 3,895.00
15. Construction Contracts		\$ 5,000.00	\$ 35,785.00
16. Other: Exhibits/Fixtures		\$	\$
17. TOTAL MATERIALS AND SERVICES		\$ 6,000.00	\$ 39,680.00

C. CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

		\$
--	--	----

21. TOTAL CAPITAL OUTLAY

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$ 39,680.00

II. SOURCES OF PROJECT FUNDING:

1. Federal	\$
2. State	
3. Local Match	\$ 6,000.00
4. County	\$
5. In-Kind Service & Supply	\$
6. Other (detail)	
7. Subtotal	\$
8. Housing & Comm. Dev.	\$ 39,680.00
9. TOTAL PROJECT COST	\$ 45,680.00

III. AUTHORIZATION:

8/12/92
Date

Heila M. Ritz
Authorized Signature for Project

8/12/92
Date

[Signature]
Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section on 9-20, 19 92, by Karen Jones White.

[Signature]
Signature

EXHIBIT B

Project No. 92-1, 92-4

Project Year 1992

LGFS No. 5468, 5496

AUTHORIZATION SIGNATURE CARD

Program Titles NE 240 and 241st Place Waterline Improvements
Elm Ave to Wood Village Trunk Sanitary Sewer

Applicant's Name The City of Wood Village

Address 2055 NE 238th Drive

City, State, Zip Wood Village, Oregon 97060

Telephone Number (503) 667-4211

SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:

Any TWO signatures required to sign any financial document. We suggest you authorize more than two persons so that any two of them could sign in the absence of the others.

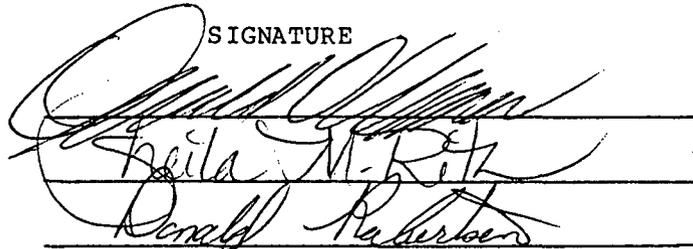
NAME (TYPED)

SIGNATURE

Derald D. Ulmer

Sheila M. Ritz

Donald Robertson



I certify that the signatures above are of the individuals authorized to execute financial documents.

8/13/92
Date

Joanne Amelio
Signature of Authorized Official

Finance Clerk
Title of Authorized Official

REQUIRED RECORDS

- A. Financial Management - Such records will identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of 24 CFR 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- B. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- C. Relocation - Indication of the overall status of the relocation workload and separate relocation record for each person, business, organization, and farm operation displaced or in the relocation workload.
- D. Property Acquisition - City files must contain the following records:
- (1) Official Determination to Acquire - A citation of the action that constitutes the official determination to acquire, the date of the action, and the applicable HUD grant number.
 - (2) Notice of Intent to Acquire the Property - A copy of the notice, citation of the date of transmittal to owner, and evidence of receipt by the owner.
 - (3) Preliminary Acquisition Notice - A citation of the date of transmittal to the owner and evidence of receipt by owner. (NOTE: HUD reviewer will need to be assured that notice actually was transmitted.)
 - (4) Invitation to Accompany Appraiser - Evidence that owner was invited to accompany each appraiser on his inspection of the property.
 - (5) Appraisal Reports - A copy of each appraisal report, including reviewer's report, on which determination of just compensation was based.
 - (6) Determination of Just Compensation - A copy of the resolution, certification, motion or other document constituting the determination of just compensation.
 - (7) Purchase Offer - A copy of written purchase offer of just compensation, including all basic terms and conditions of such offer, and a citation of the date of delivery to the owner. This date is the initiation of negotiations.

Exhibit C
Required Records
Page 2

- (8) Statement of the Basis for the Determination of Just Compensation - A copy of the statement and an indication that it was delivered to the owner with written purchase offer.
- (9) Purchase Agreement, Deed, Declaration of Taking, Tenant Waivers - A copy of each such document and any similar or related document utilized in conveyance.
- (10) Settlement Cost Reporting Statement - A copy of the statement.
- (11) Purchase Price Receipt - Evidence of owner receipt of purchase price payment.
- (12) Ninety Days Notice to Surrender Possession of Premises - A copy of the notice. As an alternative, a copy of this notice may be included in the relocation or property management file.

As provided in 24 CFR 570.606, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and HUD's implementing regulations in 24 CFR Part 42 apply to all real property acquisitions by a grantee for an assisted CDBG program activity, regardless of the source of funding for the acquisition itself.

- E. Equal Opportunity - The City will maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement. The City will also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- F. Labor Standards - Records will be maintained regarding compliance of all contractors performing construction work under this Agreement with the labor standards made applicable by 24 CFR 570.603.
- G. Such other records as may be required by the County and/or HUD.

Meeting Date: NOV 12 1992

Agenda No: R-10

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Intergovernmental Agreement with City of Gresham, Transferring CDBG Entitlement Grant Funds from the County to the City

Board Briefing: _____ Date _____ Regular Meeting: _____ Date _____

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Cecile Pitts TELEPHONE: 248-5000

PERSON(S) MAKING PRESENTATION: Norm Monroe/Cecile Pitts

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

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

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

The Housing and Community Services Division recommends approval of the intergovernmental agreement between the County and the City of Gresham, which transfers \$323,370 of Community Development Block Grant funds from the County to the City.

The City of Gresham has become an entitlement metropolitan city for CDBG funds under the Department of Housing and Urban Development regulations. For the past two years, the County and City applied for CDBG funds jointly, with the County administering the funds. The City, with County agreement, has decided to apply for funds directly, and desires to transfer in entirety the unspent balances of the Gresham CDBG allocation to the City. This transfer is authorized under HUD guidelines.

11/12/92 ORIGINALS TO KAREN WHITTLE

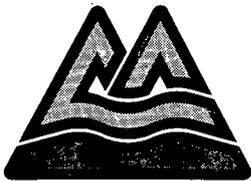
SIGNATURES:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Gary Nakao (cc)
(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 NOV -2 AM 9:40



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING & COMMUNITY SERVICES DIVISION
421 S.W. FIFTH AVENUE, SECOND FLOOR
PORTLAND, OREGON 97204
(503) 248-5464
FAX: (503) 248-3332

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

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

FROM: Norm Monroe, Director *RM*
Housing and Community Services Division

DATE: October 15, 1992

SUBJECT: Intergovernmental Agreement with City of Gresham

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the attached intergovernmental agreement with the City of Gresham, for the period upon execution through June 30, 1993.

Analysis: The Housing and Community Services Division is transferring \$323,370 of federal Community Development Block Grant (CDBG) funds to the City of Gresham. These funds consist of funds allocated to Gresham but unspent during 1989-91.

In 1990, Multnomah County and the City of Gresham entered into a joint agreement application for CDBG funds. At the conclusion of the two-year agreement, the City desired to apply on its own, as a new entitlement metropolitan city under Housing and Urban Development (HUD) guidelines, and to receive the remaining unspent Gresham funds in their entirety from the County. HUD regulations allow for this transfer of funds from one jurisdiction to another under an intergovernmental agreement.

Background: Funds for this contract are included in the Housing and Community Services Division budget.

gresh93



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103373

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"/> 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>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-10</u> DATE <u>11/12/92</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	--

Department Social Services Division HCSD/COMM. Dev. Date October 15, 1992

Contract Originator Cecile Pitts Phone 248-5000 Bldg/Room B412

Administrative Contact Cilla Murray Phone 248-5464 Bldg/Room B161/2nd

Description of Contract IGA between Multnomah County and City of Gresham for the transfer of \$323,370 in CDBG funds from the county to the city.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Gresham

Mailing Address 1333 NW Eastman Parkway
Gresham, OR 97060

Phone (503) 665-3000

Employer ID # or SS # _____

Effective Date Upon Execution

Termination Date June 30, 1993

Original Contract Amount \$ 323,370

Amount of Amendment \$ 0

Total Amount of Agreement \$ 323,370

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ 323,370 Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Sary Nakao (oc)

Purchasing Director _____
(Class II Contracts Only)

County Counsel Matthew P. Ryan

County Chair/Sheriff Sharron Kelley

Contract Administration SHARRON KELLEY, VICE-CHAIR
(Class I, Class II contracts only)

Encumber: Yes No

Date 10-19-92

Date _____

Date 10/30/92

Date NOVEMBER 12, 1992

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.		SEE	ATTACHED								
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE
106/1430

13-Oct-92

CONTRACT APPROVAL FORM SUPPLEMENT

HOUSING & COMMUNITY SERVICES DIVISION/COMMUNITY DEVELOPMENT PROGRAM FY 1992-93

CONTRACTOR: City of Gresham

CONTRACT #: MOD #:

FILE NAME: cdgr93

LINE	FUND	AGENCY	ORG	ACT	OBJECT	REPT	LGFS	DESCRIPTION	ORIGINAL	MOD	MOD	MOD	FINAL
			CODE			CATEG			AMOUNT	1	2	3	AMOUNT
01	156	010	5417		6060			Kane Rd. Waterline	\$27,501				\$27,501
02	156	010	5500		6060			1st St. Waterline	\$15,845				\$15,845
03	156	010	5495		6060			Kane Rd., Ph. 2	\$66,495				\$66,495
04	156	010	5475		6060			SE Second St	\$88,540				\$88,540
05	156	010	5435		6060			Rehab Admin (Gresham)	\$21,620				\$21,620
06	156	010	5446		6060			Gresham SOS	\$9,969				\$9,969
07	156	010	5568		6060			Gresham SOS	\$66,300				\$66,300
08	156	010	5566		6060			SF Rehab Admin(Gresh)	\$16,500				\$16,500
09	156	010	5451		6060			Gen Admin (Gresham)	10,600				\$10,600
TOTAL									323,370	0	0	0	323,370

AGREEMENT BETWEEN
MULTNOMAH COUNTY, OREGON

and

CITY OF GRESHAM

for the

Transfer of CDBG Entitlement Grant Funds
from Multnomah County to the City of Gresham

This agreement is entered into between Multnomah County, a political subdivision of the State of Oregon and the City of Gresham, a municipal corporation of the State of Oregon within Multnomah County, for the cooperation of units of local government under the authority of ORS 190.010. It will become effective upon adoption by the parties. The purpose of this agreement is to transfer Community Development Block Grant Entitlement funds from the County to the City;

WHEREAS, the County is an urban county applicant for Community Development Block Grant (CDBG) funds under the Housing and Community Development Act of 1974 (the Act), Pub. L. 93-383 as amended, and has received block grant funds for the purpose of carrying out eligible community development and housing activities under the act and under regulations promulgated by the Department of Housing and Urban Development (HUD) at 24 CFR Part 570;

WHEREAS, the City has been an urban county consortium member since 1984 and has cooperated in the undertaking of essential community development and housing assistance activities;

WHEREAS, the City qualified as a new metropolitan city beginning with program years 1990-91 and elected to join with the County in an urban county joint agreement to receive grant funds;

WHEREAS, the City was an included unit of general local government in the urban county immediately before its qualification as a metropolitan city;

WHEREAS, the 1989 funds to be transferred were received by the County before the qualification of the City as a metropolitan city;

WHEREAS, the 1989 funds to be transferred had been programmed by the urban county for use in the City before such qualification;

NOW THEREFORE, the parties to this agreement do agree as follows:

1. The County desires to transfer 1989-90, 1990-91 and 1991-92 unobligated grant funds reserved for the City to the City.

2. The City and County agree to transfer responsibility for the administration of the funds being transferred from the County's line of credit to the City's line of credit.
3. The amount of these funds to be transferred is Three Hundred Twenty-Three Thousand, Three Hundred Seventy Dollars (\$323,370).
4. The activities to be carried out by the City with these funds are specified as follows:

1989

° N.E. Kane Road Waterline	\$ 27,501
----------------------------	-----------

1990

° Contingency Carryover	21,620
° S.E. 1st Street Waterline	15,845
° Housing Rehabilitation Carryover	9,969
° N.E. Kane Road Waterline, Phase II	66,495

1991

° Housing Rehabilitation Carryover	66,300
° Rehab Implementation Carryover	16,500
° S.E. 2nd Street Construction	88,540
° Reimbursement for Administration	<u>10,600</u>

TOTAL	<u>\$323,370</u>
-------	------------------

5. The County assumes responsibility for all expenditures and unliquidated obligations associated with the activities before the time of transfer. Further, all audit and monitoring findings, if any, associated with those expenditures and obligations shall remain with the County.
6. The City assumes responsibility for all other audit and monitoring findings.
7. The County agrees to transfer all interest in deferred payment sewer hook-up loans (SOS) made in the City during the joint agreement period with City entitlement funds (Program Years 1990 and 1991). The City agrees to assume responsibility for servicing such transferred loans.
8. Any program income derived from the specified activities listed in Paragraph 4 above will remain with the City; the County recognizes no claim on such program income. The County will continue to account for and report program income only for the current reporting period during which the transfer of funds is approved by the Department of Housing and Urban Development. Beginning with reporting period subsequent to the transfer, the City assumes full responsibility for the accounting and reporting of these transferred amounts.

In consideration of transfer of funds, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree as provided for in this agreement.

MULTNOMAH COUNTY

CITY OF GRESHAM

By [Signature]
Housing & Community Services Division Director Date

By [Signature] 9/2/92
Gussie McRobert, Mayor Date

By [Signature] 11/12/92
Gladys McCoy Multnomah County Chair Date

By [Signature] 9-2-92
J. Michael Casey City Manager Date

REVIEWED:
LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

Reviewed for form:
By [Signature] 8/25/92
City Attorney Date

By [Signature] 10/30/92
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-10 DATE 11/12/92
DEB BOGSTAD
BOARD CLERK

Meeting Date: NOV 12 1992

Agenda Number: R-11

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Approval of an Intergovernmental Agreement with the City of Portland-Bureau of Community Development

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Social Services Division: Mental Health, Youth, and Family Services

Contact: Kathy Tinkle Telephone: 248-3691

Person(s) Making Presentation: Gary Nakao/Gary Smith

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: _____

Check if you require official written notice of action taken: 5 Minutes

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

Ratification of a revenue agreement between Multnomah County Mental and Emotional Disabilities Program Office and the City of Portland-Bureau of Community Development for the period August 15, 1992 through June 30, 1993. This agreement awards \$16,015 in SB McKinney Grant funds to help fund homeless shelters.

Contract Number: 103423

11/18/92 ORIGINALS TO KATHY TINKLE

BOARD OF
COUNTY COMMISSIONERS
1992 NOV -4 PM 2:58
MULTNOMAH COUNTY
OREGON

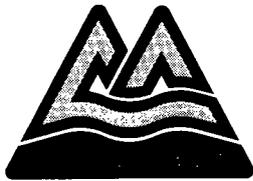
Signatures

Elected Official _____

OR

Department Director *Gary Nakao*

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691
FAX (503) 248-3379

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

M E M O R A N D U M

TO: Gladys McCoy,
Multnomah County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

FROM: Gary Smith, Director *GS*
Mental Health, Youth, and Family Services Division

DATE: October 29, 1992

SUBJECT: Approval of a Revenue Agreement with the City of Portland

RETROACTIVE STATUS: The agreement attached is retroactive to August 15, 1992. The agreement was not received by the County until October 19, 1992.

RECOMMENDATION: Mental Health, Youth, and Family Services Division recommends Chair and Board approval of an Intergovernmental Agreement between the MED Program Office and the City of Portland-Bureau of Community Development effective August 15, 1992 through June 30, 1993.

ANALYSIS/BACKGROUND: The revenue agreement attached adds \$16,015 to the MED Homeless Shelter. These funds of \$16,015 were recommended by a subcommittee of the Funders Advisory Committee to the City, with the intent to supplement other City and County funds that purchase rooms from Central City Concern at the Golden West Hotel for residents in the Bridgeview Community project. County fund cuts last year reduced the number of rooms available through County contract. The difference has been until now made up by rents collected by Mental Health Services West. This additional funding will mean that the rents collected will be used, first to repair any room damage by residents, and then, for program enhancements as originally intended.

Funding for this agreement is made possible through the Community Development Block Grant and the Stewart B. McKinney Grant. A bud mod is in process to reflect this change. The funds will be contracted to Central City Concern.

(MEDGGR.DOC.49)



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103423
Amendment # —

<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 checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">REVENUE APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-11</u> DATE <u>11/12/92</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	--

Department Social Services Division MHYFSD Date October 20, 1992

Contract Originator _____ Phone _____ Bldg/Room _____

Administrative Contact Kathy Tinkle Phone 248-3691 Bldg/Room 160/6

Description of Contract A revenue IGA wherein the City of Portland awards the MED Program \$16,015 in Emergency Shelter Grant funds via the SB McKinney Grant effective August 15, 1992 through June 30, 1993.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name CITY OF PORTLAND-BUREAU OF COMMUNITY DEVELOPMENT (Attn: Howard Cutler)

Mailing Address 803 SW 3rd, Room 600

Portland, OR, 97204

Phone 823-2384

Employer ID# or SS# N/A Revenue IGA

Effective Date August 15, 1992

Termination Date June 30, 1993

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 16,015

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 11-2-92

Date _____

Date 11.4.92

Date NOVEMBER 12, 1992

Date _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration SHARRON KELLEY, VICE-CHAIR
(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.	156	010	1305						Revenue 2101	16,015	
02.											
03.											

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

AGREEMENT NO.

This agreement for services (Agreement) is between the City of Portland, Oregon (City) and Multnomah County, Social Services Division (Contractor) to provide funding for the Homeless Chronically Mentally Ill Program.

RECITALS:

- 1. Multnomah County, Social Services Division is coordinating a program to provide shelter for the chronically mentally ill, including board, outreach, treatment and case management.
- 2. The provision of services to homeless chronically mentally ill persons is a major goal of the City.
- 3. The City has available to it Emergency Shelter Grant funds under the Emergency Shelter Grant Program under Title IV of the Stewart B. McKinney Homeless Assistance Act of 1987, which can be used for the operation of emergency and transitional units which assist homeless mentally ill.
- 4. Funding for this type of activity furthers the goals of the Mayor's 12-Point Plan for the Homeless.
- 5. A subcommittee of the Funders Advisory Committee recommends an ESG award of \$16,015 for the Bridgeview project which is overseen by Multnomah County.

AGREED:

I. Scope of Contractor's Services

The Multnomah County, Social Services Division shall provide the services described below relative to the chronically mentally ill program.

- A. Maintain 30 short-term/emergency SRO beds with 24-hour supervision, plus long-term beds with the capacity to provide on-site intervention during FY 1992-93.
- B. Provide 1250 bed days of housing to homeless mentally ill clients each month.
- C. Provide housing to no less than 90 homeless mentally ill clients on an annual basis.
- D. It is anticipated that 60% of clients leaving the Bridgeview will be stabilized in that a subsequent plan of residency has been identified.
- E. Submit quarterly reports indicating the number of bed days provided each quarter, explaining if there is a reduction in the utilization rate and the reasons why utilization may have fallen. Such reports should also indicate the number

of clients that have successfully "graduated" to long-term housing, in the Bridgeview Project or elsewhere, and the number that have terminated their participation in the program.

- F. Submit a final report documenting the success of the program in meeting its program goals within 30 days of the termination of this contract.
- G. Maintain ethnicity records on clients served, and submit an annual report on such clients by August 1, 1993

II. Compensation and Method of Payment

The Contractor will be compensated for the provision of services by the City through the General Fund/Emergency Shelter Grant - Bureau of Community Development.

Payments to the Contractor for eligible expenses will be made monthly upon submission of a statement of expenditures based on the request for payment. Detailed information on how funding is expended is to be submitted by the Contractor with each request for funding. It is agreed that total compensation under this agreement shall not exceed SIXTEEN THOUSAND AND FIFTEEN DOLLARS (\$16,015).

III. City Project Manager

- A. The City Project Manager shall be Howard Cutler or such other person as shall be designated in writing by the Director of the Bureau of Community Development.
- B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out any other City actions referred to herein.

IV. Certifications

Multnomah County certifies that:

- A. Emergency Shelter Grant funds may be used for rent, maintenance, insurance, utilities and furnishings; however, these funds will not be used for staff salaries.
- B. The use of the day shelter and transitional units have been determined to be the most cost effective means of providing shelter for domestic violence victims.
- C. The number, size and amenities of rooms in the shelter and transitional units will be available for use as shelter space for at least until the ESG funds are expended.
- D. Homeless clients will be given assistance in obtaining appropriate supportive services, including permanent

housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living, as well as other Federal, State, local, and private assistance available for such individuals.

- E. Multnomah County will administer a policy designed to ensure that its facility is free from the illegal use, possession, or distribution of drugs or alcohol by its clients.

V. General Contract Provisions

- A. TERMINATION FOR CAUSE. In accordance with 24 CFR 85.43, if, through any cause, the Contractor shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the Contractor of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

- B. TERMINATION FOR CONVENIENCE. In accordance with 24 CFR 85.44, the City and Contractor may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract less payments of compensation previously made.
- C. ENFORCEMENT AND REMEDIES. In the event of termination under section A hereof by the City due to a breach by the Contractor, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided herein, then the Contractor shall pay to the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

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

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

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

- D. **CHANGES.** The City may, from time to time, request changes in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this contract. Minor changes to the scope of work, budget line items, timing, reporting, or performance may be approved by the Project Manager.

Significant changes to the scope of work, performance measures, or compensation, unless the total contract after amendment is less than \$10,000, must be approved by ordinance of the City Council. Compensation changes in which the total contract is less than \$10,000 may be approved by the Commissioner in Charge.

- E. **NON-DISCRIMINATION.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
2. The Contractor will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
3. The Contractor will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
4. The Contractor will undertake efforts to encourage the use of minority and women's business enterprises as stated in Executive Orders 11625, 12432 and 12138.
5. The Contractor will make known that use of the

facilities and services is available to all on a non-discriminatory basis.

- F. SECTION 3: The Contractor will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).
- G. ACCESS TO RECORDS. The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the Contractor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions. All required records must be maintained by the Contractor for three years after the City makes final payments and all other pending matters are closed.
- H. MAINTENANCE OF RECORDS. The Contractor shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work here under. The Contractor shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.
- I. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the 3 year period established by Section H above.

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

- J. INDEMNIFICATION. The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under this contract.
- K. LIABILITY INSURANCE.
(a) The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the City and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under this contract. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each

occurrence, and \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Oregon during the term of the agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the contract, Contractor shall provide a new policy with the same terms. Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the contract. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by Contractor.

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

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

L. WORKERS' COMPENSATION INSURANCE.

(a) The Contractor, its subcontracts, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit 'A', if applicable, and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

(b) In the event the Contractor's workers' compensation insurance coverage is due to expire during the term of this

Agreement, the Contractor agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.

(c) The Contractor agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit 'B' and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the Contractor shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the agreement immediately and the notice requirement contained in subsection (C), EARLY TERMINATION OF AGREEMENT, hereof shall not apply.

- M. SUBCONTRACTING AND ASSIGNMENT. The Contractor shall not sub-contract its work under this contract, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this contract. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if sub-contractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Contractor shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.
- N. INDEPENDENT CONTRACTOR STATUS. The Contractor is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

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

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

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

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

- Q. CONTRACT ADMINISTRATION. The Contractor shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, and A-110.
- R. OREGON LAW AND FORUM. This contract shall be construed according to the law of the State of Oregon.

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

- S. AVAILABILITY OF FUNDS. It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development under the Emergency Services Grant program. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.

- T. PROGRAM INCOME/PERSONAL PROPERTY, FUND RAISING. Program income shall be retained by the Contractor provided that it shall be used only for those activities identified in the Scope of Work, and shall be subject to all provisions of this contract. When there is program income, transfers of CDBG or ESG funds to the Contractor shall be adjusted in accordance with 24 CFR 570.504. Any program income on hand when the agreement expires or received after such expiration shall be paid to the City. No ESG fund dollars may be used to cover expenses associated with general agency fund raising activities not directly related to ESG-funded projects.

Contractors who retain and expend program income shall set up a "program income" ledger account and establish procedures and internal controls to assure: collection of all program income, accurate classification of funds to be credited, immediate deposit into the proper bank account, and program income disbursement before requesting additional City funds.

In all cases in which personal property is sold, the proceeds shall be program income, and personal property not needed by the Contractor for ESG activities shall be transferred to the City for the ESG program or shall be retained after compensating the City.

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

In the event that the Contractor provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

- V. MONITORING. The City through the Bureau of Community Development shall monitor at least once each year that portion of the Contractor's project funded with Emergency Services Grant Funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.

- W. EXPIRATION/REVERSION OF ASSETS. Upon expiration of the homeless project, the Contractor shall transfer to the City any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. Any real property under the Contractor's control that was acquired or improved in whole or in part with ESG funds in excess of \$25,000 shall be disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after a five year period after expiration of the agreement.

- X. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding 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. 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 Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.

- Y. RELOCATION AND DISPLACEMENT. The Contractor agrees to comply with the requirements of 24 CFR 576.80 regarding relocation, displacement and acquisition.
- Z. PROGRAM ACCESS BY THE DISABLED. The Contractor shall, to the maximum feasible extent, follow the Bureau of Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- AA. PUBLICITY. Publicity regarding the project shall note participation of the City through the Bureau of Community Development.
- BB. CHURCH-STATE. The Contractor agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.

VI. Period of Agreement

The terms of this Agreement shall be effective as of August 15, 1992 and shall terminate as of June 30, 1993. The obligations and duties of this Agreement shall be binding upon the Contractor during any period the Contractor has control over City funds.

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

CITY OF PORTLAND:

MULTNOMAH COUNTY, OREGON:

By _____ Date
Gretchen Kafoury
Commissioner

By Rex Surface 10/20/92
Rex Surface Date
MED Program Manager

By Gary W. Smith 10/29/92
Gary W. Smith Date
Division Director

By Gladys McCoy 11/12/92
Gladys McCoy Date
Multnomah County Chair

APPROVED AS TO FORM:

REVIEWED:

JEFFREY L. ROGERS, City Attorney
for City of Portland
Oregon

LAURENCE KRESSEL, County Counsel
for Multnomah County,

By _____ Date
City Attorney

By Deputy County Counsel 11.4.92
Deputy County Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-11 DATE 11/12/92
DEB BOGSTAD
BOARD CLERK

[B]

Meeting Date: NOV 12 1992

Agenda No.: B-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Briefing

BCC Informal ** 11/12/92 BCC Formal _____
(date) (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Hank Miggins TELEPHONE X-3308

PERSON(S) MAKING PRESENTATION Tamara Holden, Ginnie Cooper, Gary Walker, Dave Warren

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 45 minutes

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

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

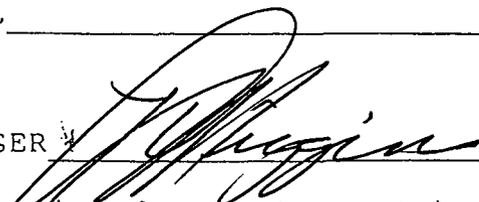
Briefing and Discussion Concerning Plans for Library Services, Corrections and Jail Levies

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 NOV - 5 PM 3:55
MULTNOMAH COUNTY
OREGON

Meeting Date: Nov 12, 1992

Agenda No.: _____

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Corrections Levy (Briefing)

BCC Informal _____ (date) BCC Formal November 12, 1992 (date)

DEPARTMENT Community Corrections DIVISION _____

CONTACT Tamara Holden TELEPHONE 248-3701

PERSON(S) MAKING PRESENTATION Tamara Holden

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 30 minutes

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

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

The Sheriff's Office and the Department of Community Corrections are developing preliminary plans for a Corrections Levy that will continue operations at MCIJ and residential drug treatment centers. Several program enhancements are also being discussed. Please see attached Memorandum,

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER M. Tamara Holden

(All accompanying documents must have required signatures)

CLERK OF DISTRICT COURT
MULTNOMAH COUNTY
OREGON
1992 NOV - 3 11 9:02



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY CORRECTIONS
421 S.W. 5TH, SUITE 600
PORTLAND, OREGON 97204
(503) 248-3701
FAX (503) 248-3990

GLADYS McCOY
COUNTY CHAIR

MEMORANDUM

TO: Gladys McCoy, Chair
Pauline Anderson, Commissioner
Rick Bauman, Commissioner
Gary Hansen, Commissioner
Sharron Kelley, Commissioner

FROM: Tamara Holden, Director *Tamara Holden*
Department of Community Corrections

SUBJECT: Corrections Levy

DATE: November 2, 1992

On November 12, 1992, the Sheriff and I will brief you on the status of our plans to develop a Jail/Corrections Levy. We have had several productive discussions about the Levy with your staff and with interested citizens. We intend to present options for a range of program and funding levels with estimates of costs and benefits. We look forward to your input regarding the scope and timing of the Levy proposal, as well as its bearing on other County budget issues.

Thank you for your consideration in this matter.

BOARD OF
COUNTY COMMISSIONERS
1992 NOV - 5 PM 3:55
MULTNOMAH COUNTY
OREGON

November 1992

Jail and Library Backup Plan

Planning & Budget / Bill Farver

Jail and Library Backup Plan

Overview

This document is an attempt to explore some of the options remaining to the County to deal with the issues surrounding the expiring 1991-93 serial levies.

It is uncertain whether the Utility Tax imposed by the Board will be repealed by the voters in March 1993. Such a repeal would have an impact not only on the Library but on the amount the Board might choose to include in a Jail levy. To wait until the Utility Tax is voted on limits the opportunities for levy elections. After March, only the May and June elections remain.

The timing issue could be resolved by repealing the Utility Tax ordinance. However, the Utility Tax, coupled with a Jail Levy, is an option that avoids General Fund cuts. As the following options indicate, replacement levies will either fall short of the money needed to fund the current program levels in the Library Levy and the Jail Levy or they will exceed the 1991-93 amounts. If levies higher than the 1991-93 amounts are passed, they will cut into both the County General Fund and the General Fund of Portland because of Measure 5 compression. Levies leave unresolved the issue of capital obligations the County faces for the Central Library and for JDH.

Finally, the budget process will need to reflect a strategy for dealing with the expiring levies. The number of possible options makes preparation of a budget for 1993-94 extremely difficult. While this document does not assume a date for a Board determined strategy to replace the serial levies, it will be clear that such a strategy must precede actual budget preparation that must begin in January.

Background

Levies -- 1992-93

Library Levy

Amount Levied	\$10,300,000
Estimated Receipts	
1992-93 Budget	8,400,646
Current estimate	8,745,190

Jail Levy

Amount Levied	\$13,500,000
Estimated Receipts	
1992-93 Budget	11,006,930
Current estimate	11,462,130

Current estimate increases result from higher growth in property value than expected.

General Fund -- 1993-94

Revenue projections for the General Fund for next year are not yet ready. For the purposes of this analysis, 1993-94 General Fund revenues are assumed to be sufficient to absorb the following, and no more:

- Inflationary costs generally measured by the Consumer Price Index (about 3.5%), including the 1993-94 COLA's bargained for all employees,
- The full year costs of the 3% additional wage increase granted to most County employees effective April 1993.

Library Budget -- 1993-94

Without Utility Tax	Current Service Level	"Restoration" Level
Operational Costs	\$ 19,100,000	\$ 23,600,000
C.O.P.'s for Central	<u>0</u>	<u>2,600,000</u>
Subtotal Expenses	\$ 19,100,000	\$26,200,000
County General Fund Support	\$ 4,800,000	\$ 4,800,000
Other Revenues	1,800,000	1,800,000
Prior Years' Levy	500,000	500,000
Beginning Working Capital (BWC)	<u>300,000</u>	<u>300,000</u>
Subtotal Revenues	\$ 7,400,000	\$ 7,400,000
1993-94 Shortfall	\$11,700,000	\$18,800,000

The "Restoration Level" estimates the cost of the programs promised but not fully provided when the 1991-93 levy was presented to the voters.

The County General Fund support is the current budgeted transfer to the Library Fund. It reflects cuts made by the Board in September 1992.

With Utility Tax	Library Board Assumption
Operating Costs (enhanced but less than promised 91-93 level)	\$ 20,600,000
C.O.P.'s for Central, etc.	<u>2,600,000</u>
Subtotal Costs	\$ 23,200,000
County General Fund Support (to fund C.O.P.'s only)	\$ 2,600,000
Operational Revenue	1,800,000
Prior Years' Levy	500,000
BWC	300,000
Utility Tax	<u>18,000,000</u>
Subtotal Revenues	\$ 23,200,000

Jail Levy Budget -- 1993-94

	Current Service Level	"Enhanced Level"
Operational Costs	\$15,400,000	\$21,000,000
County General Fund Support	\$ 1,800,000	\$ 1,800,000
Prior Years' Levy	<u>600,000</u>	<u>600,000</u>
Subtotal Revenues	\$ 2,400,000	\$2,400,000
<i>1993-94 Shortfall</i>	<i>\$13,000,000</i>	<i>\$18,600,000</i>

The operational costs at the current service level include contractual allocations for 80 alcohol and drug treatment beds; the "enhanced level" includes 120 alcohol and drug treatment beds, the level promised in the original levy but not fully implemented because of Measure 5.

The remainder of the "enhanced level" is not defined at this time. Among the elements it could include are restoration of the Restitution Center, community supervision programs for inmates with mental or emotional problems, and for Hispanic inmates, and intermediate sanctions for offenders released by downsizing of State institutions. The Sheriff and the Director of Community Corrections intend to give the Board an overview of this budget on November 10, 1992. The amount is also uncertain.

Summary of Shortfalls

	Current Service Level	Enhanced Level
Library (enhanced level includes C.O.P.s)	\$ 11,700,000	\$ 18,800,000
Jail Levy	13,000,000	18,600,000
Juvenile C. O. P.'s	<u>3,300,000</u>	<u>3,300,000</u>
Total Shortfall	\$28,000,000	\$ 40,700,000
 Potential Offsets to Shortfall		
Renew levies at current amount	\$ 20,500,000	\$ 20,500,000
Replace Juvenile C.O.P.'s and Library C.O.P.'s with G.O. Bonds	<u>3,300,000</u>	<u>5,900,000</u>
Subtotal Potential Offsets to Shortfall	\$23,800,000	\$26,400,000
Remaining Shortfall	\$4,200,000	\$14,300,000

Note that the current levies total \$23.8 million. However, because of Measure 5, the County only collects \$20.3 million for them.

Options for Building the 1993-94 Budget

Option A -- Utility Tax at 4%, Jail Levy at \$23,800,000

If the voters uphold the Utility Tax in March, the General Fund support for the Library decreases by \$4.8 million. Although the Utility Tax will provide significant enhancement to the Library budget itself, it will not support the Library at the level promised when the 91-93 Levy was submitted to the voters. Library services at that level would cost an additional \$3 million per year.

If the Jail Levy is also approved (in March or May) at \$23,800,000, this will decrease the General Fund support for Inverness by \$1.8 million.

The \$6.6 million of General Fund support can be reprogrammed into

- C.O.P.'s for Central Library construction (\$2.6 million) as assumed by the Library Board
- C.O.P.'s for JDH construction (\$3.3 million)
- Setaside for Juvenile programs/staffing in 1994-95 (\$.7 million)

Mechanics of Option A

Utility Tax -- allow vote in March

Jail Levy -- place on the March ballot, resubmit it in May and June if it fails

Option A Budget process considerations

The Jail Levy could be placed on the March ballot and, if defeated then, resubmitted on the May ballot. It could also be placed on the May ballot instead of the March ballot.

In this scenario the County would not face major General Fund cuts in 1993-94. The County could increase library services and enhance corrections services from the current level. It would also provide for a start on funding additional Juvenile programs dictated by the consent decree to begin in 1994-95.

Under this set of circumstances, budget preparation could focus on the potential effects of State actions and on any shifts in County program emphasis that appeal to the new Board.

Unfortunately, this is not a scenario to bet on.

Option B -- Jail Levy at \$23,800,000, Utility Tax at 2%

This scenario assumes the Jail Levy will pass as in Option A but that the Utility Tax will be defeated in March. In that case, the Board might choose to resubmit the Utility Tax in June at a lower rate and, potentially, couple it with a General Obligation Bond measure for library construction and for the JDH C.O.P.'s.

The revenues available for the Library Budget that would result from this scenario would be:

County General Fund		
Current Level	\$ 4,800,000	
Reallocate Jail Subsidy (freed by the Jail Levy)	<u>1,800,000</u>	
Subtotal General Fund		\$ 6,600,000
Utility Tax	\$ 9,000,000	
Prior Years Levy	500,000	
Other Revenue	1,800,000	
BWC	<u>300,000</u>	
Total Library Revenue Available		\$ 18,200,000
Operational Costs (Current Level)		\$ 19,100,000
<i>Remaining Shortfall</i>		\$ 900,000

Option B (Continued)

This option has possible variations:

1. No G. O. Bond requested. This would leave the County without the capacity to cover Library construction, and would leave the General fund a \$3,300,000 problem in covering the C.O.P.'s for JDH. The remaining shortfall would be \$4,200,000.
2. A G.O. Bond could be submitted to amortize the C.O.P.'s for JDH or to cover JDH and Library capital. This would leave the remaining shortfall at \$900,000. It would also leave the County without the capacity to cover Library construction.

Mechanics of Option B

Utility Tax -- place a 2% tax on the ballot for May or June if voters turn down the 4% tax in March or the Board repeals the ordinance prior to the election.

Jail Levy -- place the \$23,800,000 levy on the ballot in March, May, or June.

G. O. Bonds -- submit a combined measure for both capital obligations , individual measures for each obligation, or a single measure for one or the other obligation to the voters in March, May, or June.

Option B Budget Process Considerations

A budget process to accommodate this option could either

- Prepare for \$9,900,000 of cuts if the 2% Utility Tax also failed or
- could assume that the Utility Tax will pass and work toward \$4,200,000 of potential cut alternatives to release General Fund money for whichever capital issue remains unfunded and to weigh against cuts in the Library budget.

Option C -- Replace Jail and Library Levies with Levies at 91-93 Levels

Assuming the Utility Tax fails and the Board chooses to submit a Jail Levy at essentially the 1991-93 amount, this option would leave the County \$7,500,000 short of the revenue needed to cover the current level of services.

Library Budget	Current Service Level	
Operational Costs	\$ 19,100,000	
County General Fund Support	\$ 4,800,000	
New levy at 91-93 level	9,000,000	
Other Revenues	1,800,000	
Prior Years' Levy	500,000	
Beginning Working Capital	<u>300,000</u>	
Subtotal Revenues	\$ 16,400,000	
<i>1993-94 Library Shortfall</i>		<i>\$ 2,700,000</i>
Jail Levy Budget	Current Service Level	
Operational Costs	\$15,400,000	
County General Fund Support	\$ 1,800,000	
New Levy at 91-93 Level	11,500,000	
Prior Years' Levy	<u>600,000</u>	
Subtotal Revenues	\$ 13,900,000	
<i>1993-94 Jail Levy Shortfall</i>		<i>\$1,500,000</i>
<i>JDH C.O.P.'s Shortfall</i>		<i><u>\$3,300,000</u></i>
<i>Total Operational Shortfall</i>		<i>\$7,500,000</i>

Option C (Continued)

Because the amortization of JDH C.O.P.'s is a significant portion of this shortfall, an additional part of dealing with the shortfall might be to place G.O. Bonds before the voters for both JDH C.O.P.'s and for Library Construction. If approved, these G.O. Bonds would reduce the **shortfall for County operations to \$4,200,000**. It would also allow us to meet the obligations for rebuilding Central Library.

Mechanics of Option C

Utility Tax -- withdraw the 4% tax from the March ballot or proceed on the assumption it will fail.

Jail Levy -- submit to the voters a replacement Jail Levy at essentially the 1991-93 level in March, May, or June

Library Levy -- submit to the voters a replacement Library Levy at essentially the 1991-93 level in March (if the Utility Tax is withdrawn), or May or June.

G.O. Bonds -- submit the measure for both sets of capital or two measures for the individual capital obligations in May or June

Budget Process Considerations

Budget preparation under this option could take several possible tacks:

1. It could attempt to identify \$28,000,000 of possible cuts in case neither of the levies passed so that the Board would be familiar with the alternatives available in July rather than having to take the time to generate them in the first quarter of 1993-94.
2. It could assume the levies will pass but attempt to identify \$10,100,000 of potential cuts so that the operational shortfalls for the Library and the Jail levy, the JDH C.O.P.'s, and Library construction could all be weighed whether any G.O. Bonds are passed or not.
3. It could limit the potential cuts to \$7,500,000, the operational shortfall, assuming the levies would eventually pass and only JDH C.O.P.'s would be dealt with in 1993-94 (whether the Board chooses to advance G.O. Bonds for JDH only or for both it and the Library).
4. Finally, it could limit the number of cuts prepared to \$4,200,000 -- enough to cover the operational shortfall, and assume that a G.O. Bond for at least JDH would be approved by the voters in addition to both serial levies.

Option D -- Assume No New Revenues

This Option would leave the County facing the full possible shortfall shown above, \$28,000,000 for operations and JDH C.O.P.'s, plus the potential cost of amortizing Library construction, \$2,600,000. The total combined potential shortfall would be as much as **\$30,600,000**

Mechanics of Option D

Utility Tax -- assume the voters will defeat the 4% tax in March, or repeal the ordinance

Other Levies / G.O. Bonds -- no action necessary. The Board might choose to submit levies in March, May, or June, but would proceed under the assumption that the levies would fail.

Option D Budget Process Considerations

Budget preparation would be draconian but conceptually simple, identify \$31,500,000 of General Fund possible cuts to weigh against the cuts in the Library and Jail Levy programs.

This scenario is probably as unlikely as Option A, and much less enjoyable to think about.

Option E -- Replace Jail and Library Levies with Levies to Cover Current Operational Costs

Assuming the Utility Tax fails or is withdrawn, the Board may choose to submit Library and Jail levies at an amount great enough to cover the costs of the current programs. This scenario would allow continuation of the status quo, but it would not fund enhanced jail programs or the 1990 planned library program.

The County General Fund would benefit by a net of \$4,000,000, but the City of Portland would lose approximately \$6,400,000 of General Fund revenue because of the compression resulting from Measure 5.

Option E -- (Continued)

Library Budget	Current Service Level	
Operational Costs	\$ 19,100,000	
New levy at current operational level	\$ 16,400,000	
Other Revenues	1,800,000	
Prior Years' Levy	600,000	
Beginning Working Capital	<u>300,000</u>	
Subtotal Revenues	\$ 19,100,000	
General Fund Released		\$4,800,000

Jail Levy Budget	Current Service Level	
Operational Costs	\$ 15,400,000	
New Levy at full funding level	\$ 14,700,000	
Prior Years' Levy	<u>700,000</u>	
Subtotal Revenues	\$ 15,400,000	
General Fund Released		\$1,800,000

The levies necessary to arrive at the tax revenue assumed by this option would represent a large increase from the 1991-93 levies. A number of factors will come into play (assessed value, Portland's Police and Fire Retirement and Disability Levy) before the actual levy amounts can be determined, but the following table gives a reasonable estimate of the changes in the authorized levies.

	<u>1991-93 Levy</u>	<u>1994 -96 Levy</u>
Library Levy	\$ 10,300,000	18,800,000
Jail Levy	13,500,000	17,000,000
Total Authorized Levies	\$ 23,800,000	\$ 35,800,000

In order to pay for these two programs at the full funding level, the voters would have to approve an increase in the combined levies of approximately \$12,000,000. A portion of this increase will come out of taxpayers' pockets in areas where the combined tax rates do not reach \$10 per thousand. Most of it, however, will be a reallocation of the \$10 cap within the city of Portland. This reallocation will cost the **County General Fund some property tax revenue (roughly \$2.6 million)** and it will cost the **City of Portland General Fund some property tax revenue (roughly \$5.4 million)**.

The effect on the County General Fund will be offset because the General Fund will not continue to support the levy funded programs. The savings to the General Fund (\$6.6 million) will net out against the lost General Fund property taxes to give the General Fund a \$4.0 million net benefit.

The \$4.0 million of General Fund support can be reprogrammed into

- C.O.P.'s for Central Library construction (\$2.6 million)
- C.O.P.'s for JDH construction (\$1.4 million) -- leaving the General Fund to absorb the remaining \$1.9 million to pay the first year full cost of these certificates.

The Board could choose to submit G.O. Bonds to the voters as well. This might accomplish two things:

1. cover the capital obligations of the County,
2. perhaps permit the County to absorb a \$4 million Portland program or subsidize a Portland program to offset the loss the City would otherwise face.

Mechanics of Option E

Utility Tax -- withdraw the 4% tax from the March ballot or proceed on the assumption it will fail.

Jail Levy -- submit to the voters a replacement Jail Levy at the increased level in March, May, or June

Library Levy -- submit to the voters a replacement Library Levy at the increased level in March (if the Utility Tax is withdrawn), or May and June.

G.O. Bonds -- submit the measure for both sets of capital or two measures for the individual capital obligations in May or June

City of Portland -- enter into negotiations, prior to the levy elections, about the impact of the increased levy and how much the County could afford to offset that impact if the levies pass

Option E -- (Continued)

Budget Process Considerations

Budget preparation under this option could take several possible tacks:

1. It could attempt to identify \$31,100,000 of possible cuts in case neither of the levies passed so that the Board would be familiar with the alternatives available in July rather than having to take the time to generate them in the first quarter of 1993-94.
2. It could limit the potential cuts to \$1,900,000 assuming the levies would eventually pass and only JDH C.O.P.'s would have to be dealt with in 1993-94. Even if the Board chooses to advance G.O. Bonds, there is no certainty that they would be approved.

Summary

Option A Utility Tax at 4%, Jail Levy at \$23,800,000

Utility Tax -- 4% approved in March - produces \$18 million

Library Levy -- not needed

Jail Levy -- up to \$23.8 million - will fund enhancements to the Corrections system

Capital -- General Fund absorbs Library C.O.P.'s, covers JDH C.O.P.'s from resources now spent on levy programs.

General Fund Shortfall - none.

Other -- some revenue available for Juvenile programs in 1994-95

Option B Jail Levy at \$23,800,000, Utility Tax at 2%

Utility Tax -- 2% approved in May or June -- produces \$9 million

Library Levy -- not needed

Jail Levy -- up to \$23.8 million - will fund enhancements to the Corrections system

Capital -- requires G.O. Bond or adds to General Fund• shortfall

General Fund Shortfall -- \$2.4 million without capital, \$5.7 million with capital

Option C Replace Jail and Library Levies with Levies at 91-93 Levels

Utility Tax -- fails or is repealed

Library Levy -- continues at \$10.3 million - falls \$2.6 million short of 1993-94 requirements

Jail Levy -- continues at \$13.5 million - falls \$1.4 million short of 1993-94 requirements

Capital -- requires G. O. Bond or adds to General Fund shortfall

General Fund Shortfall -- \$4.0 million without capital, \$9.8 million with capital

Option D Assume No New Revenues

Utility Tax -- fails or is repealed

Library Levy -- fails

Jail Levy -- fails

Capital -- requires G.O. Bond or adds to General Fund shortfall

General Fund Shortfall -- \$31.5 million without capital, \$39 million with capital

Option E Replace Levies to Cover Current Operational Costs

Utility Tax -- fails or is repealed

Library Levy -- \$18.8 million - covers full current operations of Library system

Jail Levy -- \$17 million - covers full current operations of Jail levy programs

Capital -- absorbed by General Fund or covered by G.O. Bonds

General Fund Shortfall -- "surplus" of \$4.3 million without capital, shortfall of \$1.6 million with capital

Other -- reduces Portland property tax by \$5.4 million.



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

GLADYS McCOY
PAULINE ANDERSON
GARY HANSEN
RICK BAUMAN
SHARRON KELLEY

PLANNING & BUDGET
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Board of County Commissioners
FROM: Dave Warren, Budget Manager *DCW*
DATE: November 11, 1992
SUBJECT: Revised Estimate of the Impact of Serial Levies on Portland

On July 23, 1992 I sent you a memorandum with a number attachments that showed the Budget Office's estimate of how various levels of County property taxes would affect the amount of property taxes Portland would receive. That memorandum was based on:

tax base growth of 6% for both the City and County for 1993-94,
City Police and Fire Disability and Retirement Levy of \$52,912,507, and
property value growth from 1991-92 of 6% per year for 1992-93 and 1993-94.

The information we have now is different in some respects:

property value for 1992-93 is 9.3% higher than 1991-92,
values will probably grow 7% between now and 1993-94
City Police and Fire Disability and Retirement Levy for 1993-94 will be \$43,852,818.

As a result of these changes, the amounts included in the July 23, 1992 memorandum are wrong. Because of the growth in property value and the lower than anticipated Police and Fire levy, a much higher percentage of property taxes will be collected next year. Since the "Jail and Library Backup Plan" discussion paper was based on the amounts in the July 23, 1992 memo, the estimates included in it are also too conservative.

Attached is a one page summary, prepared by Tom Simpson, of the amounts we believe Portland, Metro, and the Port would collect in property taxes if we levied the combination of serial levies included in the "Jail and Library Backup Plan" discussion paper.

To oversummarize, the situation looks like this:

- If we levy NO levies (Option D in the "Jail and Library Backup Plan") our property tax receipts will be \$90.4 million in 1993-94 and Portland will receive \$150.5 million.
- If we levy at the current amounts for the combination of Library and Jail (\$23.8 million -- Options A, B, and C) our property tax receipts on 1993-94 will be \$16.8 million higher than if we did not have the

serial levies, a total of \$107.2 million. Portland, according to our estimate, would receive \$11.5 million less - a total of \$139 million.

- If we levy what we need for the Library and Jail at the level included in Option E (combined serial levies of \$35.8 million), the County's 1993-94 property tax receipts will be \$114.9 million and Portland's will be \$133.9 million. (Note that the County's increase cuts into the County General Fund share of property taxes by about \$2.5 million compared to the amount we would receive if the serial levies are left at a combined total of \$23.8 million.)

The following table compares these estimates with the estimated serial levy receipts included in the "Jail and Library Backup Plan."

Option	Jail and Library Backup Plan Amount Received	Current Estimate Amount Received
A - \$23.8 million	\$20,500,000	\$22,218,265
B - \$23.8 million	20,500,000	22,218,265
C - \$23.8 million	20,500,000	22,218,265
D - \$ 0	0	0
E - \$35.8 million	31,100,000	32,449,139

Property Tax Projections

Jail and Library Backup Plan

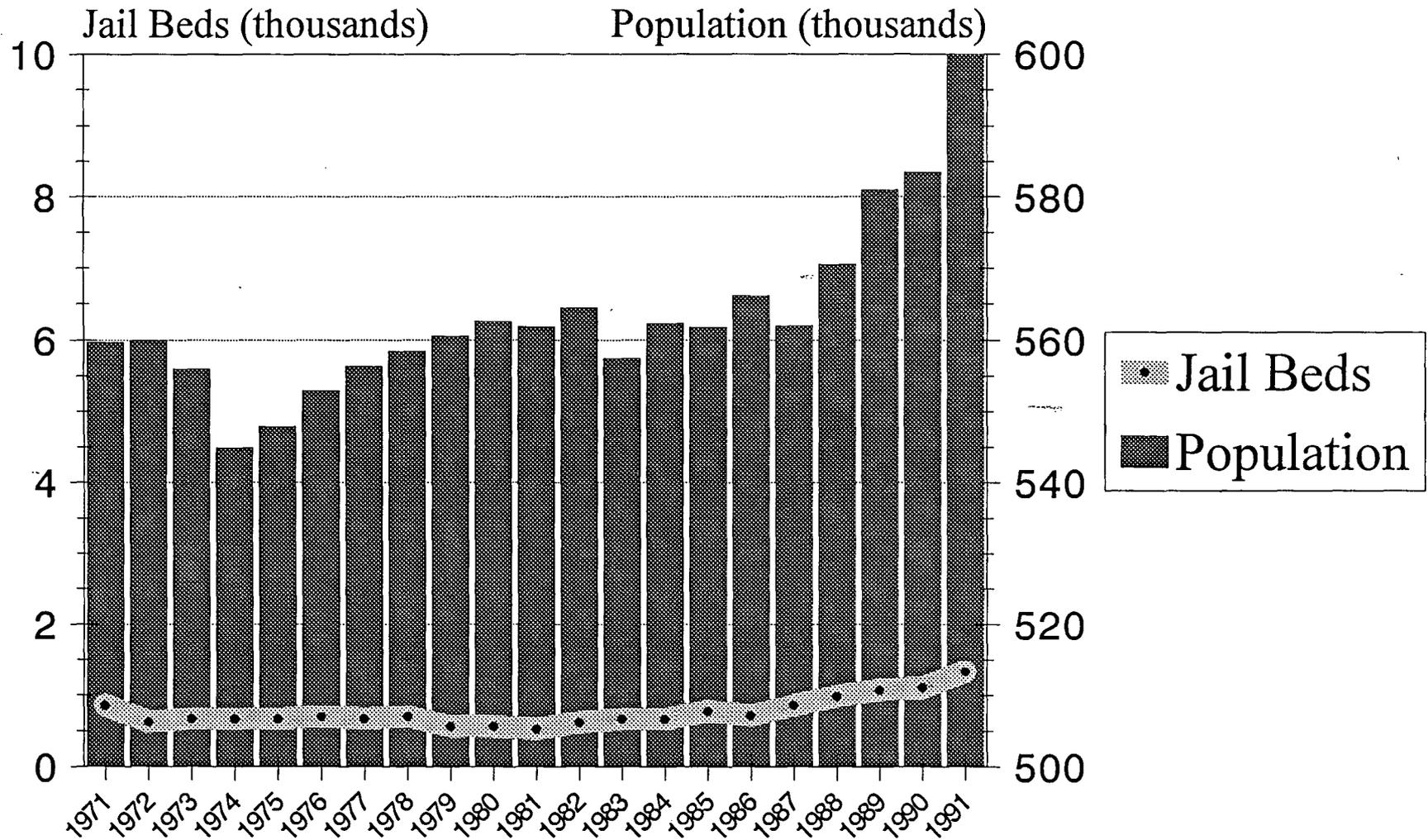
Assumptions

Value Growth: 7.00%
 Levy Growth: 6.00%

Option A & B				Option C			
	Levy	Receipt	Percent		Levy	Receipt	Percent
<i>Multnomah County</i>				<i>Multnomah County</i>			
Tax Base	91,014,891	84,971,541	93.36%	Tax Base	91,014,891	84,971,541	93.36%
Jail Levy	23,800,000	22,218,265	93.35%	Jail Levy	13,500,000	12,602,165	93.35%
Library Levy	0	0	0.00%	Library Levy	10,300,000	9,618,100	93.36%
Total	114,814,891	107,189,806	93.36%	Total	114,814,891	107,189,806	93.36%
<i>Portland</i>				<i>Portland</i>			
Tax Base	107,679,800	98,802,709	91.76%	Tax Base	107,679,800	98,802,709	91.76%
P&FD&R	43,852,818	40,237,540	91.76%	P&FD&R	43,852,818	40,237,540	91.76%
Total	151,532,618	139,040,249	91.76%	Total	151,532,618	139,040,249	91.76%
<i>Metro</i>	3,064,567	2,857,959	93.26%	<i>Metro</i>	3,064,567	2,857,959	93.26%
<i>Port of Portland</i>	2,262,373	2,111,411	93.33%	<i>Port of Portland</i>	2,262,373	2,111,411	93.33%
<i>Gresham</i>	12,095,114	12,095,114	100.00%	<i>Gresham</i>	12,095,114	12,095,114	100.00%
Option D				Option E			
	Levy	Receipt	Percent		Levy	Receipt	Percent
<i>Multnomah County</i>				<i>Multnomah County</i>			
Tax Base	91,014,891	90,399,548	99.32%	Tax Base	91,014,891	82,495,628	90.64%
Jail Levy	0	0	0.00%	Jail Levy	17,000,000	15,408,823	90.64%
Library Levy	0	0	0.00%	Library Levy	18,800,000	17,040,316	90.64%
Total	91,014,891	90,399,548	99.32%	Total	126,814,891	114,944,767	90.64%
<i>Portland</i>				<i>Portland</i>			
Tax Base	107,679,800	106,941,766	99.31%	Tax Base	107,679,800	95,150,707	88.36%
P&FD&R	43,852,818	43,552,182	99.31%	P&FD&R	43,852,818	38,750,257	88.36%
Total	151,532,618	150,493,948	99.31%	Total	151,532,618	133,900,964	88.36%
<i>Metro</i>	3,064,567	3,042,845	99.29%	<i>Metro</i>	3,064,567	2,773,626	90.51%
<i>Port of Portland</i>	2,262,373	2,246,289	99.29%	<i>Port of Portland</i>	2,262,373	2,049,888	90.61%
<i>Gresham</i>	12,095,114	12,095,114	100.00%	<i>Gresham</i>	12,095,114	12,095,114	100.00%

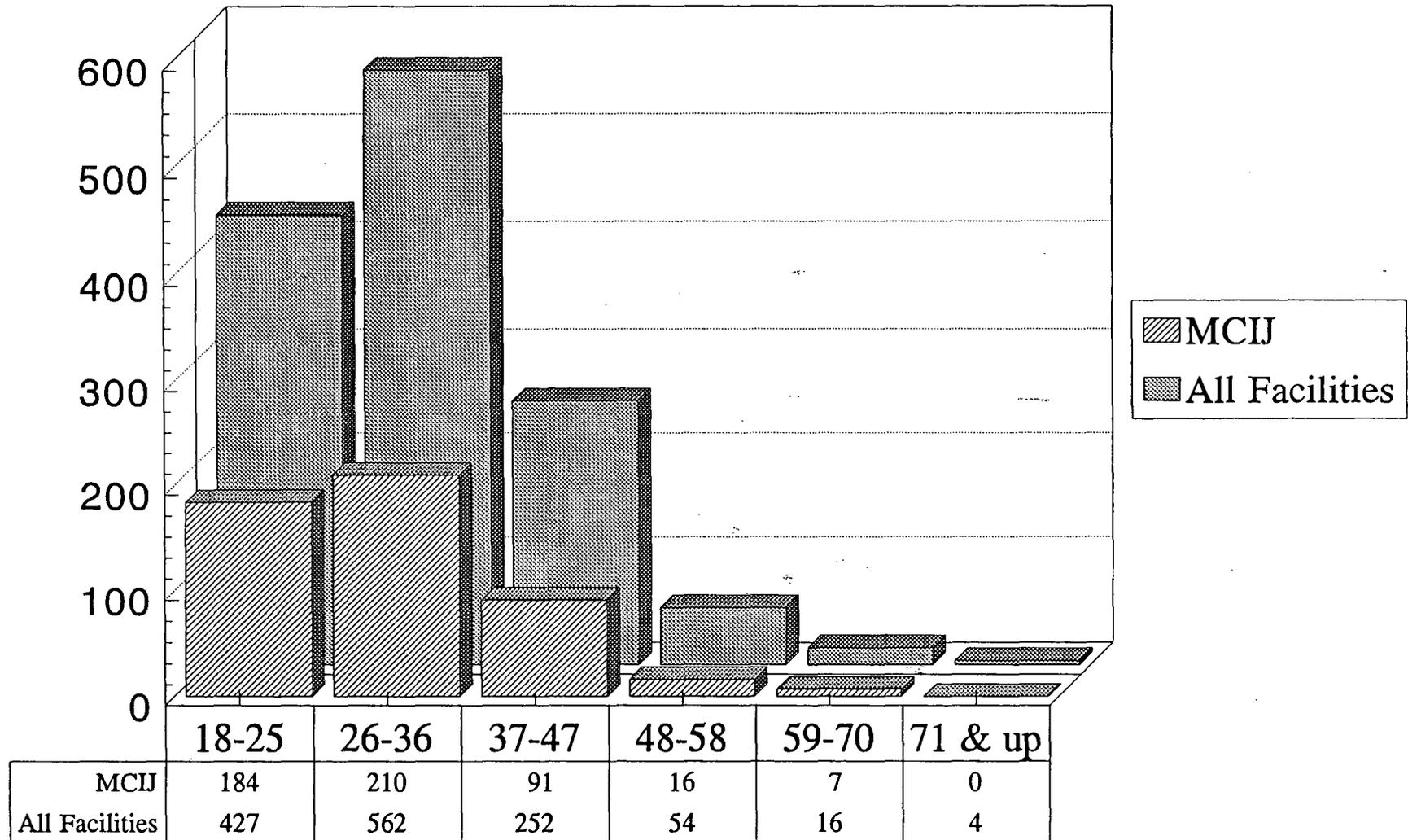
Jail Beds vs. Population

for Multnomah County



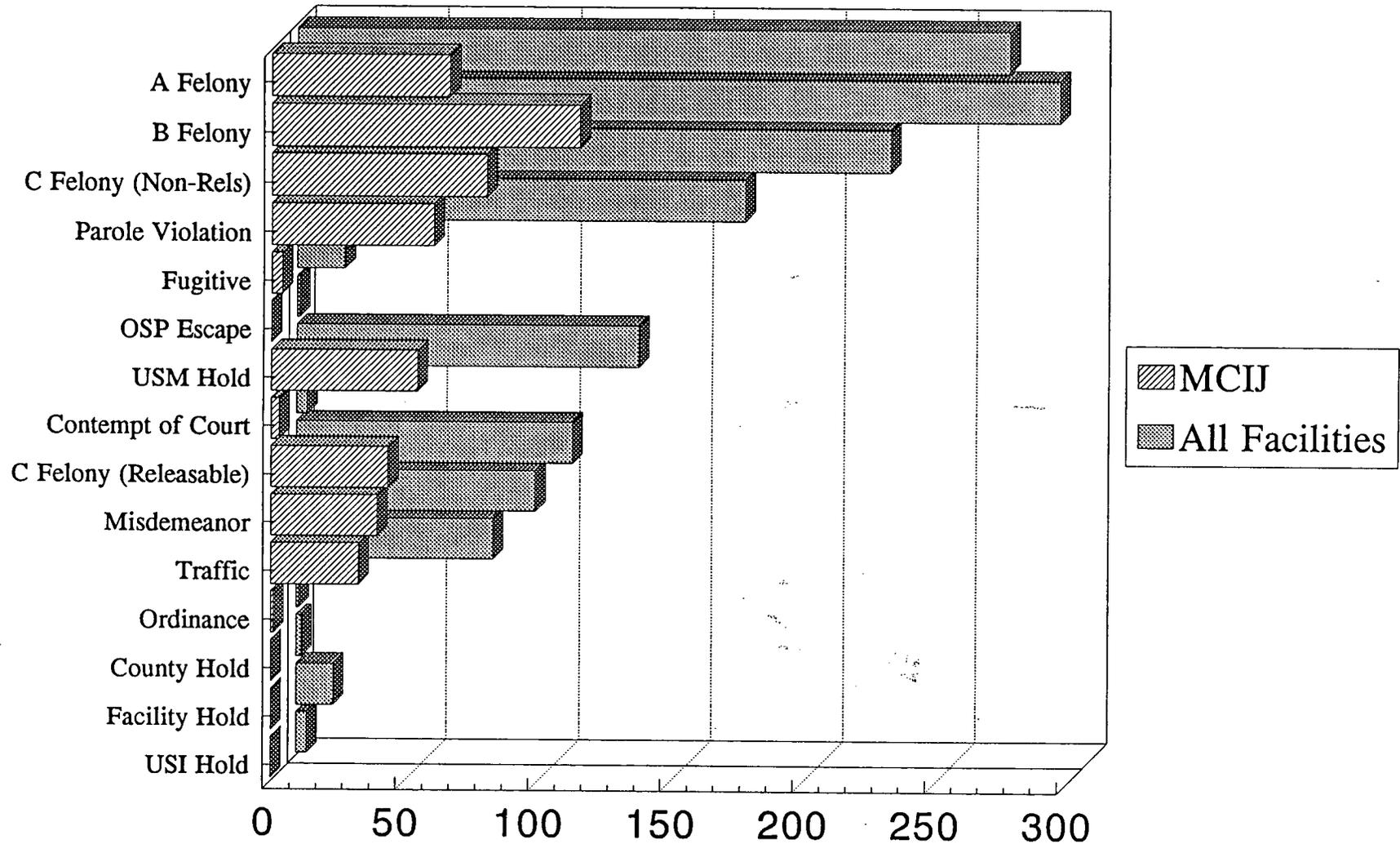
Corrections Population by Age

for August 10, 1992



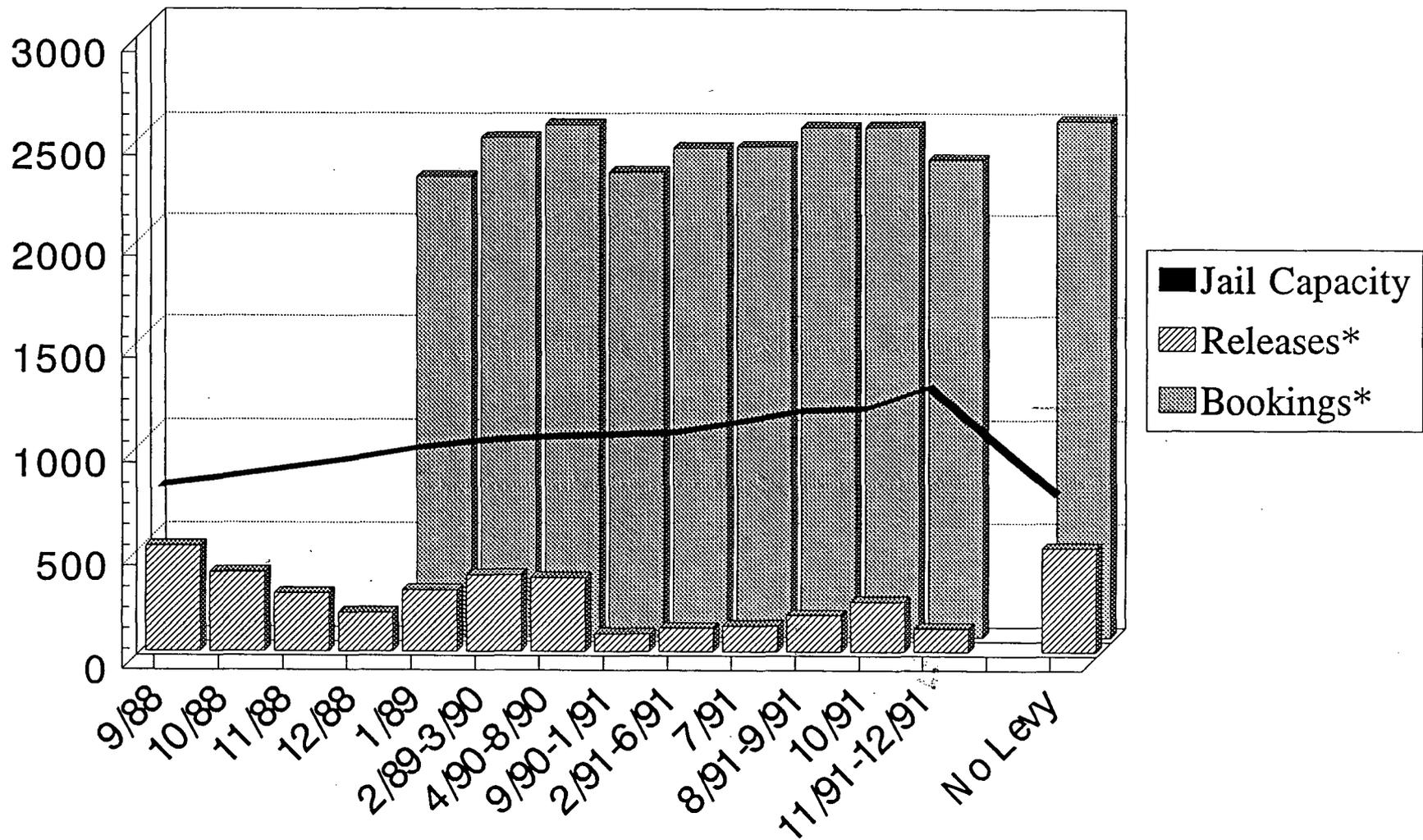
Corrections Population by Charges

for August 12, 1992



Bookings vs. Matrix Releases

with Jail Capacities



* = Monthly averages

Corrections Population by Race

for August 10, 1992

