

# **ANNOTATED MINUTES**

*Thursday, February 1, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

## **REGULAR MEETING**

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

### **CONSENT CALENDAR**

**UPON MOTION OF COMMISSIONER KELLEY,  
SECONDED BY COMMISSIONER HANSEN,  
CONSENT CALENDAR ITEMS C-1, C-2, C-4 AND C-5  
WERE UNANIMOUSLY APPROVED.**

### **SHERIFF'S OFFICE**

*C-1      Budget Modification MCSO 4 Reclassifying an Investigative Technician to a Background Investigator in the Personnel Unit, and Reclassifying Two Community Service Officer Positions to Integrated Community Service Coordinator Positions in the Enforcement Branch*

### **DEPARTMENT OF COMMUNITY CORRECTIONS**

*C-2      Amendment to Intergovernmental Agreement 900344 with Oregon Board of Parole and Post Prison, Providing \$346,000 from July 1, 1993 to March 31, 1997 for Conducting Parole and Post Prison Supervision Hearings and Local Sanction Hearings*

### **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

*C-4      RESOLUTION Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody*

**RESOLUTION 96-16.**

### **DEPARTMENT OF COMMUNITY CORRECTIONS**

- C-5      *Intergovernmental Revenue Agreement 104576 with the City of Portland Energy Office, Funding Block by Block Weatherization Services for Low Income Residents of City-Designated Neighborhoods*
- C-3      *Budget Modification DCC 4 Reclassifying Thirteen Probation/Parole Supervisor Positions to Thirteen Community Corrections Program Administrator Positions*

**AT THE REQUEST OF VICE-CHAIR SALTZMAN AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, IT WAS UNANIMOUSLY APPROVED THAT C-3 BE REMOVED FROM THE CONSENT CALENDAR AND PLACED ON THE REGULAR AGENDA FOR THURSDAY, FEBRUARY 15, 1996.**

**REGULAR AGENDA**

**PUBLIC COMMENT**

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

**NO ONE WISHED TO COMMENT.**

**DEPARTMENT OF SUPPORT SERVICES**

- R-2      *RESOLUTION Directing County Emergency Management Staff to Implement the Inter-Jurisdictional Emergency Management Consolidation Proposal for Emergency Management within Multnomah County*

**COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. COMMISSIONER COLLIER AND MIKE GILSDORF EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, IT WAS UNANIMOUSLY APPROVED THAT THE RESOLUTION BE AMENDED TO READ "THE CITY/COUNTY CONSOLIDATION COMMITTEE HAS SELECTED MODIFIED OPTION 4 OF THE SERVICE**

**STUDY REPORT". RESOLUTION 96-17  
UNANIMOUSLY APPROVED, AS AMENDED.**

R-3 *RESULTS Library Branch Substitutes Team Presentation by Becky Cobb,  
Carolyn Schell and Carol Uhte*

**SHERY STUMP INTRODUCTIONS. BECKY COBB,  
CAROLYN SCHELL AND CAROL UHTE  
PRESENTATION AND RESPONSE TO BOARD  
QUESTIONS REGARDING ROTATING HIRING  
COMMITTEE PILOT PROJECT WHICH HAS  
RECRUITED, INTERVIEWED, HIRED AND  
ARRANGED TRAINING FOR 14 NEW ON-CALL  
CLERKS, PAGES AND LIBRARY ASSISTANTS SINCE  
OCTOBER, 1995.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

R-4 *Intergovernmental Agreement 301076 with the State of Oregon/County  
Opportunity Grant Program, for Receipt of a \$30,000 Grant Award to  
Develop a Master Plan for Oxbow Regional Park*

**COMMISSIONER COLLIER MOVED AND  
COMMISSIONER KELLEY SECONDED, APPROVAL  
OF R-4. COUNTY COUNSEL MATT RYAN AND  
METRO PLANNER PAT LEE EXPLANATION AND  
RESPONSE TO BOARD QUESTIONS AND  
DISCUSSION. AGREEMENT UNANIMOUSLY  
APPROVED.**

*There being no further business, the meeting was adjourned at 9:55 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 SW FIFTH AVENUE  
PORTLAND, OREGON 97204  
CLERK'S OFFICE • 248-3277 • 248-5222  
FAX • (503) 248-5262

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

# AGENDA

## MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

**JANUARY 29, 1996 - FEBRUARY 2, 1996**

*Thursday, February 1, 1996 - 9:30 AM - Regular Meeting.....Page 2*

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

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

*Friday, 10:00 PM, Channel 30*

*Sunday, 1:00 PM, Channel 30*

*\*Produced through Multnomah Community Television\**

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

*AN EQUAL OPPORTUNITY EMPLOYER*

Thursday, February 1, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

## **REGULAR MEETING**

### **CONSENT CALENDAR**

#### **SHERIFF'S OFFICE**

- C-1      *Budget Modification MCSO 4 Reclassifying an Investigative Technician to a Background Investigator in the Personnel Unit, and Reclassifying Two Community Service Officer Positions to Integrated Community Service Coordinator Positions in the Enforcement Branch*

#### **DEPARTMENT OF COMMUNITY CORRECTIONS**

- C-2      *Amendment to Intergovernmental Agreement 900344 with Oregon Board of Parole and Post Prison, Providing \$346,000 from July 1, 1993 to March 31, 1997 for Conducting Parole and Post Prison Supervision Hearings and Local Sanction Hearings*
- C-3      *Budget Modification DCC 4 Reclassifying Thirteen Probation/Parole Supervisor Positions to Thirteen Community Corrections Program Administrator Positions*

#### **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-4      *RESOLUTION Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody*
- C-5      *Intergovernmental Revenue Agreement 104576 with the City of Portland Energy Office, Funding Block by Block Weatherization Services for Low Income Residents of City-Designated Neighborhoods*

### **REGULAR AGENDA**

#### **PUBLIC COMMENT**

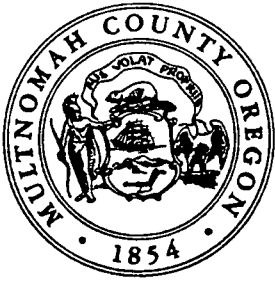
- R-1      *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

**DEPARTMENT OF SUPPORT SERVICES**

- R-2        *RESOLUTION Directing County Emergency Management Staff to Implement the Inter-Jurisdictional Emergency Management Consolidation Proposal for Emergency Management within Multnomah County (9:30 AM TIME CERTAIN, 30 MINUTES REQUESTED)*
- R-3        *RESULTS Library Branch Substitutes Team Presentation by Becky Cobb, Carolyn Schell and Carol Uhte*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-4        *Intergovernmental Agreement 301076 with the State of Oregon/County Opportunity Grant Program, for Receipt of a \$30,000 Grant Award to Develop a Master Plan for Oxbow Regional Park*



## Beverly Stein, Multnomah County Chair

Room 1515, Portland Building  
1120 S.W. Fifth Avenue  
Portland, Oregon 97204

Phone: (503) 248-3308  
FAX: (503) 248-3093  
E-Mail: MultChair@aol.com

### MEMORANDUM

TO: Commissioner Sharron Kelley  
Commissioner Tanya Collier  
Commissioner Gary Hansen  
Commissioner Dan Saltzman  
Office of the Board Clerk

FROM: Lyne Martin

DATE: January 8, 1996

RE: Beverly's Absence from Board Meeting

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Beverly will be out of the office January 25 thru February 2, and unable to attend the Board meetings scheduled during this time.

cc: Chair's Staff



BUDGET MODIFICATION NO. MC50 # 4

(For Clerk's Use) Meeting Date FEB 01 1996

Agenda No. C-1

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

(Date)

DEPARTMENT Sheriff's Office

DIVISION \_\_\_\_\_

CONTACT Larry Aab

TELEPHONE 251-2489

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD \_\_\_\_\_

SUGGESTED

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

Budget modification requesting authorization to reclassify an Investigative Technician to a Background Investigator in the Personnel Unit, and to reclassify two Community Service Officer positions to Integrated Community Service Coordinators in the Enforcement Branch.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒ X

Personnel changes are shown in detail on the attached sheet

This modification will reclassify an Investigative Technician to a Background Investigator in the Personnel Unit. When the position was entered in the budget a year ago, it hadn't yet been analyzed by Employee Services. This change reflects their analysis of the position. The \$1,264 increase in salary will be taken from the overtime line item.

The modification will also reclassify two Community Service Officer positions to Integrated Community Service Coordinators in the Enforcement Branch. This will also reflect a change approved by Employee Services in their analysis of the positions. There is no change in the salaries, and no change in the budgeted dollars.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of \_\_\_\_\_)

Date

After this modification

\$

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

BOARD OF  
COUNTY COMMISSIONERS  
96 JAN 25 PM 2:51  
MULTNOMAH COUNTY  
OREGON



MCSO 4

Transaction EB [ ] TRANSACTION DATE: \_\_\_\_\_

ACCOUNTING PERIOD: \_\_\_\_\_

BUDGET FY: 95-96

0	Total Expenditure Change
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## Transaction RB [ - ] NO TRANSACTION DATE: \_\_\_\_\_

ACCOUNTING PERIOD:

BUDGET FY:

0	Total Revenue Change
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PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

mcs04

5. ANNUALIZED PERSONNEL CHANGES

(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

		ANNUALIZED			
FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
					0
(2)	Community Service Officer	(68,459	(12,028	(13,691	(94,178
					0
2	Intergrated Community Service Coordinator	68,459	12,028	13,691	94,178
					0
(1)	Investigative Technician	(27,174	(4,774	(5,612	(37,560
					0
1	Background Investigator	28,438	4,996	5,678	39,112
					0
					0
					0
					0
					0
					0
0	TOTAL CHANGE (ANNUALIZED)	1,264	222	66	1,552

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

		CURRENT FY			
Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
Permanent	Delete Community Service Officers	(68,459	(12,028	(13,691	(94,178
Permanent	Add Intergrated Community Service Coordinators	68,459	12,028	13,691	94,178
Permanent	Delete Investigative Technician	(27,174	(4,774	(5,612	(37,560
Permanent	Add Background Investigator	28,438	4,996	5,678	39,112
	Cut overtime	(1,264	(222	(66	(1,552
TOTAL CURRENT FISCAL YEAR CHANGES		0	(0	0	0

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

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TO: BOARD OF COUNTY COMMISSIONERS

FROM: SHERIFF DAN NOELLE

TODAY'S DATE: 1/5/96

REQUESTED PLACEMENT DATE:

2/1/96

RE: BUDGET MODIFICATION - Requesting authorization to reclassify two Community Service Officers to Intergrated Community Service Technicians, and a Investigative Technician to a Background Investigator. *Coordinator*

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- I. Recommendation/Action Requested:  
Approval of budget modification.
- II. Background/Analysis:  
Employee Services has analyzed the positions, and had determined that these are the appropriate classifications for the positions.
- III. Financial Impact:  
\$1,264 increase in salary will be taken form the overtime line item.
- IV. Legal Issues:  
None.
- V. Controversial Issues:  
None.
- VI. Link to Current County Policies:  
Policy is to determine job classification based on duties performed.
- VII. Citizen Participation:  
None.
- VIII. Other Government Participation:  
None.

MEETING DATE: \_\_\_\_\_

AGENDA #: \_\_\_\_\_

ESTIMATED START TIME: \_\_\_\_\_

(Above Space for Board Clerk's Use ONLY)

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**AGENDA PLACEMENT FORM**

**SUBJECT:** BUDGET MODIFICATION - Requesting Authorization to Reclassify Two Community Service Officers to Intergrated Community Service Technicians, and a Investigative Technician to a Background Investigator.

**BOARD BRIEFING: DATE REQUESTED:** \_\_\_\_\_

**REQUESTED BY:** \_\_\_\_\_

**AMOUNT OF TIME NEEDED:** \_\_\_\_\_

**REGULAR MEETING: DATE REQUESTED:** February 1  
January 25, 1996

**AMOUNT OF TIME NEEDED:** 10 minutes

**DEPARTMENT:** Sheriff's Office **DIVISION:** Services

**CONTACT:** Larry Aab **TELEPHONE #:** 251-2489  
**BLDG/ROOM #:** 313/231

**PERSON(S) MAKING PRESENTATION:** Sheriff Dan Noelle

**ACTION REQUESTED:** APPROVAL

☐ INFORMATIONAL ONLY   ☐ POLICY DIRECTION   ☒ APPROVAL   ☐ OTHER

**SUGGESTED AGENDA TITLE:**

BUDGET MODIFICATION - Requesting Authorization to Reclassify Two Community Service Officers to Intergrated Community Service Technicians, and a Investigative Technician to a Background Investigator.

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** Dan Noelle

(OR)

**DEPARTMENT MANAGER:** \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

MEETING DATE: FEB 01 1996

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: IGA with Oregon Board of Parole and Post-Prison Supervision

REGULAR MEETING: Date Requested: February 1, 1996

Amount of Time Needed: 10 minutes

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: Community Corrections DIVISION: \_\_\_\_\_

CONTACT: Sherine Murphy TELEPHONE #: x6624  
BLDG/ROOM #: \_\_\_\_\_

PERSON(S) MAKING PRESENTATION: Cary Harkaway

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Extending Terms of IGA from January 1, 1996 to March 31, 1997 with Oregon Board of Parole and Post Prison Supervision providing \$346,000 from July 1, 1993 to March 31, 1997 for conducting Parole and Post-Prison Supervision Hearings and Local Sanction Hearings.

*2/2/96 ORIGINALS to SHERINE MURPHY*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
96 JAN 16 PM 3:20

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR  
DEPARTMENT MANAGER: M. Tamara Heller

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

 Contract # 900344  
 Amendment # 3

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<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	<input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-2</u> DATE <u>2/1/96</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Community Corrections Division Administrative Date Jan. 9, 1995  
 Contract Originator Oregon Board of Parole Phone --- Bldg/Room ---  
 Administrative Contact Sherine Murphy Phone 6624 Bldg/Room 161/600  
 Description of Contract Attached amended terms of agreement to carry us through March 31, 1997.  
 (a) Payment Prior to March 1996 \$43,250, (b) Payment Prior to Sept. 30 1996 \$43,250 and  
 (c) Payment prior to March 1997 \$43,250.

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

Contractor Name Oregon Board of Parole & Post Prison  
 Supervision 2575 Center ST NE  
 Mailing Address Salem, Oregon 97310-0470

Phone 503-378-2334  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date Feb. 1, 1996  
 Termination Date March 31, 1997  
 Original Contract Amount \$ 173,000.00  
 Total Amount of Previous Amendments \$ 43,250.00  
 Amount of Amendment \$ 129,750.00  
 Total Amount of Agreement \$ 346,000.00

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 Don Saltzman  
 County Chair / Sheriff Don Saltzman, Vice Chair  
 Contract Administration \_\_\_\_\_  
 (Class I, Class II Contracts Only)

Encumber: Yes ☐ No ☐  
 Date 1-11-96  
 Date \_\_\_\_\_  
 Date 1/16/96  
 Date 2/1/96 2/1/96  
 Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	021	2270			2334				43,250		
02.										43,250		
03.										43,250		
*	* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATION PINK - FINANCE

AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT

- 1) This agreement is made and entered into by and between Board of Parole & Post-Prison Supervision, an agency of the State of Oregon, hereinafter "Board" and Multnomah County, a political subdivision of the State of Oregon, hereinafter "County."
- 2) Amendment No 2 to original Agreement #955201.
- 3) The Agreement entered into on September 21, 1993, and amended on June 15, 1995, shall be further amended as follows:
  - a) Paragraph #3 shall be amended to extend the length of the Agreement to June 30, 1997.
  - b) Paragraph #5 - FUNDS AVAILABLE AND AUTHORIZED - shall be amended to increase the maximum obligation of the Board, under this Agreement, to \$346,000; and to add three more semi-annual payments as follows:
    - a payment of \$ 43,250.00 prior to March 31, 1996;
    - a payment of \$ 43,250.00 prior to September 30, 1996;
    - a payment of \$ 43,250.00 prior to March 31, 1997.
- 4) Except as expressly amended, above, all other terms and conditions of the original Agreement and amendments, are still in full force and effect.

SIGNATURES:

For Multnomah County:

By Don Saltzman  
Dan Saltzman, Vice-Chair  
Multnomah County Board of Commissioners

Date February 1, 1996

For the Board of Parole &  
Post-Prison Supervision:

By D. L. Madell

Date 11-24-95

M. Tamara Holden  
Tamara Holden, Director  
Community Corrections

Date: 1-11-96

Reviewed by: Jacqueline Weber  
County Counsel  
Jacqueline Weber

Date 1/16/96

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 2/1/96  
DEB BOGSTAD  
DEB BOGSTAD

BUDGET MODIFICATION NO.

DCC 4

(For Clerk's Use) Meeting Date FEB 01 1996  
Agenda No. C-3

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

(Date)

DEPARTMENT Community CorrectionsCONTACT Tamara Holden, Director

DIVISION \_\_\_\_\_

TELEPHONE 248-3701

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

Cary Harkaway/Patrick BrunSUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)

A budget modification to delete 13 FTE Probation Parole/Supervisor positions and add 13 FTE Community Corrections Program Administrator positions.

## (ESTIMATED TIME NEEDED ON THE AGENDA)

## 2. DESCRIPTION OF MODIFICATION

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

☐ Personnel changes are shown in detail on the attached sheet

This modification will delete 13 FTE Probation/Parole Supervisor positions and add 13 FTE Community Corrections Program Administrators. There will be no program impact to the Department. Nine of the 13 employees are at the top of the salary range and will be receiving a 3% pay increase, which will be absorbed through salary savings in Personal Services for FY 95-96.

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

Fund Contingency before this modification (as of \_\_\_\_\_)

Date

After this modification

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Originated By

Patrick Brun

Date

1-22-96

Department Director

M. Tamara Holden

Date

1-22-96

Plan/Budget Analyst

David C. Warren

Date

Employee Services

C. Williams

Date

1-22-96

Board Approval

Date



## PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

DCC 4

5. ANNUALIZED PERSONNEL CHANGES

(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

		ANNUALIZED			
FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
(13.00)	Probation/Parole Supervisor	(680,251)	(166,444)	(84,282)	(930,977)
13.00	Community Corrections Program Administrator	700,659	171,437	86,810	958,906
0.00	TOTAL CHANGE (ANNUALIZED)	20,408	4,993	2,528	27,929

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

		C U R R E N T   F Y			
Permanent Positions, Temporary, Overtime, or Premium		BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
Explanation of Change			Fringe	Ins.	
Perm	100-021-2210 Delete 2 FTE Probation/Parole Supervisor      5 mos Add 2 FTE Comm Corrections Prog Administra 5 mos	(19,681) 19,681	(4,815) 4,815	(3,373) 3,373	(27,869) 27,869
	156-021-2230,2801,2821,2831,2832,2841 Delete 11 FTE Probation/Parole Supervisor      5 mos Add 11 FTE Comm Corrections Prog Administr 5 mos	(263,759) 269,983	(64,537) 66,061	(31,745) 32,421	(360,041) 368,465
TOTAL CURRENT FISCAL YEAR CHANGES		6,224	1,524	676	8,424

BUDGET MODIFICATION NO. DCC 4

EXPENDITURE

TRANSACTION EB GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

7

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
											0	
		156	021	2230			5100	514,220	513,312	(908)		
		156	021	2230			5100	513,312	513,996	684		
		156	021	2230			5500	119,309	119,476	167		
		156	021	2230			5550	60,458	60,515	57		
											0	
		156	021	2801			5100	1,350,700	1,347,882	(2,818)		
		156	021	2801			5100	1,347,882	1,349,924	2,042		
		156	021	2801			5500	303,834	304,334	500		
		156	021	2801			5550	207,693	207,969	276		
											0	
		156	021	2821			5100	976,693	974,783	(1,910)		
		156	021	2821			5100	974,783	976,186	1,403		
		156	021	2821			5500	232,785	233,129	344		
		156	021	2821			5550	145,035	145,198	163		
											0	
		156	021	2831			5100	883,922	882,083	(1,839)		
		156	021	2831			5100	882,083	883,454	1,371		
		156	021	2831			5500	209,492	209,828	336		
		156	021	2831			5550	125,648	125,780	132		
											0	
		156	021	2832			5100	544,181	543,318	(863)		
		156	021	2832			5100	543,318	543,979	661		
		156	021	2832			5500	127,593	127,755	162		
		156	021	2832			5550	69,439	69,479	40		
											0	
<b>TOTAL EXPENDITURE CHANGE</b>										<b>0</b>	<b>0</b>	

## REVENUE

TRANSACTION EB GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

7

BUDGET FY 0

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
TOTAL REVENUE CHANGE										0	0	



**MULTNOMAH COUNTY DEPARTMENT OF  
COMMUNITY CORRECTIONS**

---

**TO:** *Board of County Commissioners*

**FROM:** *Patrick Brun* 

**DATE:** *January 18, 1996*

**REQUESTED PLACEMENT DATE:** *February 1, 1996*

**SUBJECT:** *Budget Modification - DCC 4*

---

**I. Recommendation/Action Requested**

Approval to reclassify thirteen Probation/Parole Supervisors to Program Administrators.

**II. Background/Analysis**

The Department of Community Corrections (DCC) made permanent appointments to the Program Administrator classification in 1992. A number of employees had been serving as Acting Program Administrators prior to their permanent appointment. At that time, the Program Administrator classification accurately described the position which was quite different from Probation/Parole Supervisor. Program Administrators managed independent programs within the department. They were responsible for program development, budgeting, and evaluation, in addition to staff supervision. Probation/Parole Supervisors had more traditional responsibility for the oversight of Probation/Parole officers and support staff.

In recent years, the functional distinction between the two classifications has been blurred by the integration of our supervisory, rehabilitative, and sanction interventions. Both classifications now manage programs that combine elements of all three intervention strategies. Both classifications have program development, budgeting, evaluation, and staff supervision responsibilities.

Combining the two classifications recognizes the level of integration we have attained and makes a wider variety of assignments available to staff in both

classifications.

**III. Financial Impact**

There would be a minimal financial impact as there is approximately a 3% difference between the pay ranges for these positions. The additional expense in FY 95/96 would be \$8,424. This expense would be covered in our budget by salary savings due to staff turnover. The additional cost in FY 96/97 would be \$27,929. It is anticipated that this expense would be covered within our budget constraint.

**IV. Legal Issues**

None. This reclassification has been discussed with Employee Services and they support discontinuing the distinction between staff who are doing the same tasks.

**V. Controversial Issues**

None. This reclassification has been discussed extensively with and agreed upon by the Program Administrators and Probation/Parole Supervisors.

**VI. Link to County Polices**

The reclassification is consistent with the RESULTS Program. We are recognizing Probation/Parole Supervisors for taking on additional responsibilities and giving them the authority to perform those tasks. In addition, combining the two classifications gives DCC more flexibility in staff assignments.

**VII. Citizen Participation**

None

**VIII. Other Government Participation**

This reclassification is consistent with other Departmental organizations.

MEETING DATE: FEB 01 1996

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

RECEIVED JAN 19 1996

SUBJECT: Director Custody Designees

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 3 Minutes

DEPARTMENT: Community & Family Services DIVISION: \_\_\_\_\_

CONTACT: Cathy Horey

TELEPHONE #: 248-5464 Ext. 4447

BLDG/ROOM #: 166/6th Floor

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/ Cathy Horey

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Routine Request for Director Custody Designees

No Budget Impact

See Attached Briefing Memo

*2/2/96 copy to Cathy Horey*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
96 JAN 24 AM 11:35

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: \_\_\_\_\_

*Lorenzo Poe*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
ADULT MENTAL HEALTH PROGRAM  
421 SW SIXTH, SUITE 600  
PORTLAND, OREGON 97204  
(503) 248-5464 FAX (503) 248-3926  
TDD (503) 248-3598

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

TO: BOARD OF COUNTY COMMISSIONERS  
FROM: LOLENZO POE, DIRECTOR *Lorenzo Poe*  
DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

TODAY'S DATE: JANUARY 18, 1996

REQUESTED PLACEMENT DATE: ASAP

RE: DIRECTOR'S CUSTODY DESIGNATION

I. Recommendation/Action Requested:

Ratification of the changes in the list of designees for Director Custody Holds (mental health holds).

II. Background/Analysis:

In 1987 the Board of County Commissioners ratified the participation of Multnomah County in the authority to place Director Custody Holds. ORS 426.215 enables a designee of the Community Mental Health Program Director to cause police to transport an allegedly mentally ill person dangerous to self or others to local hospitals for investigation prior to a possible court hearing for commitment to the state mental health division.

Director Designee Custodies are placed only after a mental health assessment and less restrictive options are exhausted. A large majority of Director Designee Custodies end up being committed to the state hospital system. This would suggest this type of custody is not used indiscriminately. The Psychiatric Emergency Operations Team, which includes staff from the County, hospitals, law enforcement agencies, and mental health agencies, reviews interorganizational coordination.

III. Financial Impact:

No impact.

IV. Legal Issues:

The rules governing Director Custody Holds are found in ORS 426.233.

V. Controversial Issues:

Process has been in effect since 1987. We see no current political controversy in this matter.

VI. Link to Current County Policies:

This is consistent with current County policies.

VII. Citizen Participation:

We do not anticipate citizen involvement at this meeting.

VIII. Other Government Participation:

There are no other jurisdiction/county departments affected.

BEFORE THE BOARD OF COMMISSIONERS  
FOR THE COUNTY OF MULTNOMAH

In the matter of Authorizing Designees )  
of the Mental Health Program Director )  
to Direct a Peace Officer ) Resolution  
to Take an Allegedly Mentally Ill Person ) 96-16  
into Custody )

WHEREAS, if authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment for mental illness; and

WHEREAS, there is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody; and

WHEREAS, all the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division; it is therefore

ORDERED that the individuals listed below are hereby authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness:

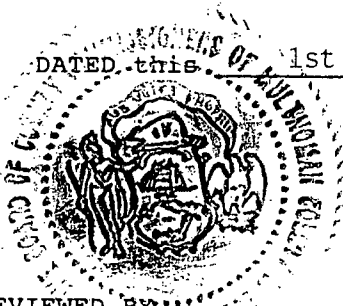
Added to the list of designees are:

Nan Bobernac (343-42-2504)

Pat Byrne (319-52-4738)

Deborah Roth (124-58-6904)

Mohammad Bader (541-17-7241)



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY,  
OREGON

By Don Saltzman  
for Beverly Stein, Chair

REVIEWED BY  
LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By Katie Gaetjens  
Katie Gaetjens, Assistant Counsel



MEETING DATE: FEB 01 1996

AGENDA NO: C-5

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT: Revenue Contract from City of Portland Energy Office, for Block by Block Weatherization Program**

**BOARD BRIEFING**

Date Requested: \_\_\_\_\_

Requested By: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING**

Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services

DIVISION: \_\_\_\_\_

CONTACT: Lorenzo Poe/Rey España

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

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

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

**Intergovernmental Revenue Agreement 104576 with City of Portland Energy Office, Funding Block by Block Weatherization Services for Low Income Residents of City-Designated Neighborhoods**

*2/2/96 ORIGINALS TO CILLA THERAY*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Lorenzo Poe mcs

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

BOARD OF  
COUNTY COMMISSIONERS  
96 JAN 19 AM 11:45  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: January 9, 1996

SUBJECT: Revenue Contract Renewal from City of Portland Energy Office: Block by Block Weatherization Program.

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the revenue contract from the City of Portland Energy Office, for the period October 30, 1995 through August 31, 1996.

**II. Background/Analysis:** The Department of Community and Family Services has received an annual renewal revenue contract from the City of Portland, Energy Office, which funds Block by Block weatherization services for low income residents of City-designated neighborhoods. The Department's Community Action/Weatherization Program staff have conducted Block by Block services for the City of Portland for a number of years.

**III. Financial Impact:** The revenue contract is for \$115,000. Funds are already included in the County Budget, at a lesser level. A budget modification to adjust budget to revenues will be processed at a later date, when other revenue adjustments are being made.

**IV. Legal Issues:** None

**V. Controversial Issues:** None

**VI. Link to Current County Policies:** The weatherization services support County policies to make housing affordable to low income people and to promote healthy, stable communities by improving the housing stock.

**VII. Citizen Participation:** The County's Weatherization Program is under the jurisdiction of the Community Action Commission.

**VIII. Other Government Participation:** This revenue contract from the City of Portland reflects a long-standing cooperative relationship between the City's Energy Office and the County's Low Income Weatherization Program, to make the best use of available resources.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 104576

Prior-Approved Contract Boilerplate: Attached; xxx Not Attached

Amendment # \_\_\_\_\_

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;"><b>CLASS III</b></p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <div style="text-align: center; margin-top: 10px;"> <p><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-5</u> DATE <u>2/1/96</u></p> <p><u>DEB BOGSTAD</u></p> <p><b>BOARD CLERK</b></p> </div>
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Department: Community & Family Services

Division: \_\_\_\_\_

Date: January 9, 1996

Administrative Contact: Cilla Murray

Phone: 248-3691 ext 6296

Bldg/Room 166/7th

Description of Contract:

## Block by Block Revenue Agreement: Weatherization Services

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

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

<p>Contractor Name : <b>City of Portland, Energy Office</b></p> <p>Mailing Address: <b>1211 SW 5th, Suite 1170</b></p> <p style="padding-left: 40px;"><b>Portland, OR 97204</b></p> <p>Phone: <b>(503)823-7222</b></p> <p>Employer ID# or SS#: <b>93-6002266</b></p> <p>Effective Date: <b>October 30, 1995</b></p> <p>Termination Date: <b>August 31, 1996</b></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: <b>\$ 115,000</b></p>	<p>Remittance Address (if different) _____</p> <table style="width:100%; margin-top: 10px;"> <tr> <td style="width:50%;"> <p style="text-align: center;">Payment Schedule</p> <p><input type="checkbox"/> Lump Sum \$ _____</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u></p> <p><input type="checkbox"/> Other \$ _____</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p style="padding-left: 40px;">Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p style="padding-left: 40px;">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p> </td> <td style="width:50%;"> <p style="text-align: center;">Terms</p> <p><input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other _____</p> </td> </tr> </table>	<p style="text-align: center;">Payment Schedule</p> <p><input type="checkbox"/> Lump Sum \$ _____</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u></p> <p><input type="checkbox"/> Other \$ _____</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p style="padding-left: 40px;">Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p style="padding-left: 40px;">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p style="text-align: center;">Terms</p> <p><input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other _____</p>
<p style="text-align: center;">Payment Schedule</p> <p><input type="checkbox"/> Lump Sum \$ _____</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u></p> <p><input type="checkbox"/> Other \$ _____</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p style="padding-left: 40px;">Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p style="padding-left: 40px;">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p style="text-align: center;">Terms</p> <p><input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other _____</p>		

### REQUIRED SIGNATURES:

Department Manager: *Lorenzo Paez* Date: 1/12/96

Purchasing Director: \_\_\_\_\_ Date: \_\_\_\_\_

(Class II Contracts Only)

County Counsel: *Kati Lugin* Date: 1/18/96

County Chair/Sheriff: *Don Saltzman* Date: 2/1/96

Don Saltzman, Vice-Chair

Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	Inc/Dec Ind.
	156	010	1250			2798			City of Portl BBB	\$115,000	

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

## INTERGOVERNMENTAL AGREEMENT

This Agreement for Services (Agreement) is between the CITY OF PORTLAND, OREGON (City) and MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES, COMMUNITY ACTION PROGRAM OFFICE (Contractor).

### RECITALS:

The purpose of this Agreement is to assist the Portland Energy Office with implementation of the 1995-96 Block-By-Block (BBB) Weatherization Program by providing energy audits, blower door test, weatherization, air leakage control, and inspection services for qualified homes and also to apply for and collect weatherization rebates resulting from the work performed, in accordance with this Agreement.

### AGREEMENT:

#### 1. SCOPE OF CONTRACTOR SERVICES

- (a) The Contractor shall provide services specifically to the Energy Office. The Contractor shall provide the City those services set out below:

The Contractor shall provide the services set out in Exhibit A - SCOPE OF WORK, EXHIBIT B - SCHEDULE FOR CONTRACTOR SERVICES, and EXHIBIT C - BUDGET.

- (b) The Contractor shall provide the services set out in subsection (a) above in accordance with the schedule set out below:

Refer to Exhibit B - SCHEDULE FOR CONTRACTOR SERVICES.

#### 2. SCOPE OF CITY SERVICES

- (a) To assist the Contractor in carrying out its obligations hereunder, the City shall perform the services set out below:

- (1) Provide completed applications from eligible households.
- (2) Make program policy decisions and provide overall program direction. Prioritize energy efficiency measures to be installed, jointly determine audit methodology and cost effective criteria, set budget maximums based on an average cost per job, and set goals for numbers of completed jobs.

- (b) The City shall perform the services set out in subsection (a) above in accordance with the schedule set out below:

- (1) Begin providing completed applications following the first low-income Energy and Environment Fair. A minimum of 160 applications shall be provided by February 1996.
- (2) In conjunction with Exhibit B - SCHEDULE FOR CONTRACTOR SERVICES.

### 3. COMPENSATION

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

The City shall pay Multnomah County Community Action Program Office up to \$115,000 as compensation for these services. The budget is set out in Exhibit C - BUDGET.

### 4. BILLING AND PAYMENT PROCEDURE

The Contractor's billing and City's payment procedures shall be as set out below:

Billings shall be accompanied by supporting documentation. The City shall pay the billed amount within thirty (30) days provided the project manager has certified the billing and documentation as complete and valid.

### 5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of October 30, 1995 and shall terminate as of August 31, 1996.

### 6. EARLY TERMINATION OF AGREEMENT

- (a) The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.
- (b) This contract may be terminated by either party by 30 days written notice to the other party.
- (c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

### 7. PAYMENT ON EARLY TERMINATION

- (a) In the event of termination under subsection 6 (a) or (b) EARLY TERMINATION OF AGREEMENT, hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.
- (b) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

- (c) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, provided for in section 8 (a), REMEDIES.
- (d) In the event of early termination all Contractor's work product will become and remain property of the City.

## 8. REMEDIES

- (a) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the 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 under section 3, COMPENSATION, hereof, then the Contractor shall pay to the City the amount of the excess.
- (b) The remedies provided to the City and the Contractor under sections 6, EARLY TERMINATION OF AGREEMENT, and 8, REMEDIES, hereof, for a breach shall not be exclusive. The City and the Contractor also shall be entitled to any other equitable and legal remedies that are available.

## 9. CITY PROJECT MANAGER

- (a) The City Project Manager shall be David Tooze or such other person as shall be designated in writing by the director of the Portland Energy Office.
- (b) The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

## 10. COMPLIANCE WITH LAWS

- (a) In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.
- (b) In the event the Contractor provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

## 11. OREGON LAW AND FORUM

- (a) This Agreement shall be construed according to the law of the State of Oregon.

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

## 12. MAINTENANCE OF RECORDS

The 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 hereunder. The Contractor shall retain these records for inspection, audit, and copying for three (3) years from the date of completion or termination of this Agreement. If after three years the Contractor desires to destroy weatherization job files, the Contractor shall notify the Program Manager for transfer to the City.

## 13. AUDIT OF PAYMENTS

- (a) The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the three (3) year period established by section 12, MAINTENANCE OF RECORDS.
- (b) If an audit discloses that payments to the Contractor under section 3, COMPENSATION, and section 4, BILLING AND PAYMENT PROCEDURE, were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

## 14. INDEMNIFICATION

The Contractor agrees to hold and save harmless and defend the City, its officers, agents and employees, against all suits, actions or claims of any character arising out of the acts or omissions of the Contractor, or its officers, agents or employees, in carrying out the terms of this agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and the Oregon Constitution, Article XI, Section 9.

The City agrees to hold and save harmless and defend the Contractor, its officers, agents and employees, against all suits, actions or claims of any character arising out of the acts or omissions of the City, or its officers, agents or employees, in carrying out the terms of this agreement, subject to the limitations and conditions of the Oregon Tort Act, ORS 30.260 et seq., and the Oregon Constitution, Article XI, Section 9.

# **15. 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 Agreement. 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.
- (b) In the alternative to maintaining public liability and property damage insurance, Contractor may self-insure. The Contractor's self-insurance shall provide the same amount of protection for the Contractor and the City, its officers, agents and employees as otherwise required under this section. The Contractor shall provide the City with a statement regarding the status of its self-insurance program.

# **16. WORKERS' COMPENSATION INSURANCE**

The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

# **17. SUBCONTRACTING**

The Contractor shall not subcontract its work under this Agreement, 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 Agreement. 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. Contractor agrees that if subcontractors are employed in the performance of this Agreement, Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

# **18. ASSIGNMENT**

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.



**19. INDEPENDENT CONTRACTOR STATUS**

- (a) The Contractor is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.
- (b) The Contractor, its subcontractors, and their 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.

**20. BREACH OF AGREEMENT**

- (a) The City or the Contractor shall breach this Agreement if it fails to perform any substantial obligation under the Agreement, except as provided in subsection (b) of this section.
- (b) Neither the City nor the Contractor shall have breached this Agreement by reason of any failure to perform a substantial obligation under the Agreement if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state, or local governments, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Should either the City or the Contractor fail to perform because of a cause described in this subsection, the City and the Contractor shall make a mutually acceptable revision in the Scope of Services, Schedule, or Compensation.

**21. OWNERSHIP OF DOCUMENTS**

- (a) All work the Contractor performs under this Agreement shall be considered work made for hire, and shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this Agreement. On completion or termination of the Agreement, the Contractor shall deliver these materials to the Project Manager.
- (b) The Contractor may retain for its own use and at its own cost copies of the materials referred to in subsection (a) of this section, subject to the following exceptions:  
  
None
- (c) Any use the City makes of the materials referred to in subsection (a) of this section, except for purposes of the work contemplated by this Agreement, shall be at the City's risk.

## 22. NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City:                      Portland Energy Office  
    1211 S.W. Fifth Avenue, Suite 1170  
    Portland, Oregon 97204

If to the Contractor:              Multnomah County  
    Dept. of Community and Family Services  
    Community Action Program Office  
    421 SW 6th Avenue, Suite 500  
    Portland, Oregon 97204

## 23. SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

## 24. AMENDMENTS

- (a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If authorized by the City Council, the Project Manager may agree to and execute any other amendment on behalf of the City.
- (b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

## 25. PROGRESS REPORTS

The Contractor shall provide monthly progress reports to the Project Manager. Each progress report shall contain the following information:

For the reporting month and year-to-date report: (1) the number of houses audited, (2) the number of houses having had air infiltration work, (3) the number of houses having a major measure installed, (4) the cost of air infiltration and insulation, (5) the contractor, (6) the serving utility, (7) rebates applied for, and (8) rebates received.

## 26. INTEGRATION

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

**27. NON-WAIVER**

The City and the Contractor shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

**28. PROHIBITED INTEREST**

- (a) No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- (b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

**29. PAYMENTS TO VENDORS AND SUBCONTRACTORS**

The Contractor shall pay timely all suppliers, lessors, and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

**30. FUNDS**

City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

**31. COMMENCEMENT OF WORK**

Contractor agrees that work being done pursuant to this Agreement will not be commenced until after:

- (a) workers' compensation insurance is obtained, as outlined in section 16, WORKERS' COMPENSATION INSURANCE; and
- (b) this Agreement is fully executed by the parties and approved by the City Attorney's Office; and
- (c) the effective date of this Agreement as specified in section 5, EFFECTIVE AND TERMINATION DATES.

**32. ADDITIONAL PROVISIONS**

None

CONTRACTOR: MULTNOMAH COUNTY, OREGON, DEPARTMENT OF  
COMMUNITY AND FAMILY SERVICES.

By: Lorenzo Paez  
Department of Community and Family Services,  
Director

Date: 1/12/96

By: Don Sultman  
Multnomah County Vice-Chair

Date: 2/1/96

Reviewed: Multnomah County Counsel

By: Kate Gunt

Date: 1/18/96

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-5 DATE 2/1/96  
DEB BOGSTAD  
BOARD CLERK

CITY OF PORTLAND

By: \_\_\_\_\_  
MIKE LINDBERG  
Commissioner of Public Utilities

Date: \_\_\_\_\_

By: \_\_\_\_\_  
BARBARA CLARK  
City Auditor

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

## **Exhibit A**

Multnomah County  
Department of Community and Family Services  
Community Action Program Office

### **BLOCK-BY-BLOCK WEATHERIZATION PROGRAM 1995-96**

#### **SCOPE OF CONTRACTOR SERVICES**

##### **Introduction**

The Block-By-Block (BBB) Weatherization Program is a City of Portland Energy Office, neighborhood-based conservation program providing free house tightening and insulation work in low income homes. This program will be marketed to eight selected neighborhoods with assistance from each neighborhood association. Three all-day Energy Fairs serve as the primary means for participant sign-up and offers opportunity to educate residents about wise energy practices. After sign-up, an energy analysis is provided to identify cost effective weatherization work which is performed by qualified installers or licensed contractors.

Multnomah County, Department of Community and Family Services, Community Action Program Office (CAPO) will be involved by providing an energy audit to identify the work to be performed, selecting, scheduling and paying contractors to perform the work. Also providing in-home energy education and follow-up, inspecting completed jobs, and making application for utility and state weatherization rebates.

The contractor shall perform the following.

1. Receive a minimum of 160 qualified participant names from the Energy Office. If during the contract period, it appears that additional qualified enrollments will be needed to meet the 125 weatherized homes goal, CAPO will notify the Energy Office.
2. Provide qualified Energy Auditors sufficient to complete energy audits in a timely manner. Auditor availability should run from approximately November 18 through June 30, 1995.

The Energy Office acknowledges that CAPO has a partnership with AmeriCorps, and gives permission for a team of Jobs Training Staff to perform BBB audits and in-home energy education.

3. Contact each BBB participant to schedule and perform a total of 160 "Home Energy Visits." The "Home Energy Visit" has two major components, including A) a weatherization audit, and B) in-home energy education.

##### **A. Weatherization Audit.**

- (1) This weatherization/energy audit shall be a "short form" assessment with a level of detail to meet minimum requirements of the BBB audit approved for use by State of Oregon and utility programs. Audit methodology, procedures and priority of measures will be jointly agreed upon by CAPO and the Energy Office.

The purpose of the audit is to prioritize and identify the most cost effective insulation and/or oil furnace measures to be installed, keeping in mind that the objective of BBB is to provide one major conservation measure and air infiltration work at an a job cost of about \$900. CAPO and the Energy Office has jointly created a priority list stating which measures will be recommended and under which circumstances. The priority list will be revised as needed.

- (2) When a natural gas or oil furnace is present, perform an efficiency test determining net exhaust gas temperature, smoke spot, O<sub>2</sub> and CO percentages, and steady state furnace efficiency. Also perform a combustion flue backdraft analysis. The auditor shall include in the audit report their recommendation to (a) tune the furnace, (b) install a flame retention burner and/or fire box liner, (c) power vacuum the fire box, (d) clean the oil tank, (e) refer this customer to CAPO's program for furnace replacement if eligible and if funds are available, or (f) recommend no action. Furnace tune-ups will be offered along with one insulation measure. Oil burner replacement will be considered a major measure by itself.
- (3) Perform a blower door air leakage test, recording the results, and identifying major infiltration points to be sealed by a subcontractor if an insulation measure is installed.

B. In-Home Energy Education.

- (1) CAPO staff, as part of the Home Energy Visit, will meet with members of the household to discuss energy use in the home. The objectives of this visit will be to (a) review what uses account for most of the cost of energy, i.e. space heat and hot water, (b) identify actions that household members can take to reduce use, and (c) to enlist a written commitment from the resident to follow through on their Energy Action Plan. Follow-up will include mailing a postcard reminding the customer of their commitment approximately ten days after the home visit. The targeted time for the energy education component is one hour.
  - (2) The Energy Office has worked jointly with CAPO to develop the In-Home Education Procedure, and produce supporting materials. These will be revised as needed.
  - (3) At the discretion of the energy auditor, the auditor may turn down the thermostat setting on water heaters.
4. Select contractor(s), schedule and pay for major measure work on approximately 140 homes as recommended and prioritized in the energy audit report. Standards for work performance shall comply with the most recent edition of Multnomah County's Weatherization Specifications. For wall insulation, CAPO will require use of dense fill cellulose application for walls, (or an alternative only if approved by the Energy Office), with a maximum voided area of five percent. Charges for subcontractor services shall be based upon a predetermined pricing schedule developed by CAPO for use in their state-funded weatherization program. The target for average subcontractor cost is \$900 per home.

At the option of the CAPO, major measure and air sealing work may be performed by Multnomah County installers and/or trained AmeriCorps/jobs training staff. Inspections will be required for all jobs using AmeriCorps/jobs training staff. Billing to the block-By-Block program for this weatherization work will be made using a price schedule similar to the one developed for private sector contractors.

5. Conduct post work inspections on at least 75 percent (approximately 110) of the homes weatherized. In general, wall and attic insulation will receive first priority for scheduling inspections with burner replacement having less importance. Infrared scan inspection of wall insulation is desirable, and should be used when equipment is available to determine if the work meets the five percent maximum voided area standard. The inspection call will also include a blower test when insulation measures are installed. Complete inspections within 10 working days of receipt of contractor invoices.

6. Complete all necessary documentation, and apply for all weatherization rebates and administrative reimbursement from the Oregon Department of Energy, Northwest Natural Gas Co., Portland General Electric Co., and Pacific Power and Light Co. for all completed weatherization jobs. All applications and supporting paperwork should be submitted by CAPO in a timely manner. Utility and state rebates shall be collected, documented and applied directly to weatherization costs of BBB. This years program budget anticipates receipt of \$25,000 in rebates and administrative reimbursement.
7. Carryover to the 1995-96 BBB weatherization budget any rebates applied for and/or collected but not spent on BBB jobs in previous years. This years budget, Exhibit C, notes approximately \$27,000 in carryover rebates (collection is pending) to be used for direct weatherization work this year. Similarly, any unspent rebates from this years contract will be transferred to the 1996-97 Block-By-Block Program or returned to the Energy Office.
8. Keep accurate records on the work performed and the corresponding cost, and provide monthly reports as set out in Section 28, Progress Reports.
9. Maintain a client/job database, and use the database for monthly and final reports.
10. Produce a final report, both written and in data base form. Include name, address, utility, cost of work, rebate amount for each job, and a brief narrative discussing program problems, strengths, and recommendations for improvement. Include statistics on type of space heat, utility, breakdown of measures installed, blower door readings, etc.
11. The City desires to encourage the development of stronger economic bases in the neighborhoods served by BBB, as well as a qualified and experienced labor pool. If private contractors are used for the performance of weatherization services, CAPO shall consider this goal. When possible, preference in selecting contractors shall be given to residents of and businesses located in this years participating neighborhoods. Additionally, small disadvantaged businesses with previous weatherization experience should be used, when possible.

## Exhibit B

Multnomah County  
Community And Family Services Division  
Community Action Program Office

Block-By-Block Weatherization Program  
1995-96

### SCHEDULE FOR CONTRACTOR SERVICES

- |    |   |   |
|----|---|---|
| 1. | Contract begins.  | October 30, 1994  |
| 2. | Three Energy Fairs are produced by the Energy Office and neighborhood associations.   | November 18, 1995<br>December 9, 1995<br>January 6, 1996                      |
| 3. | Begin home energy visits.<br>The schedule for completion is: <ul style="list-style-type: none"><li>• 90 completed by</li><li>• 135 completed by</li><li>• 160 completed by</li></ul>  | November 1995<br><br>December 31, 1995<br>February 15, 1996<br>March 15, 1996 |
| 4. | Assign and complete all weatherization work within 60 days of the audit/infiltration date.<br>The schedule for completion is: <ul style="list-style-type: none"><li>• 75 completed by</li><li>• 100 completed by</li><li>• 140 completed by</li></ul> | <br><br>February 28, 1996<br>April 15, 1996<br>August 1, 1996                 |
| 5. | Complete inspections on 75 percent of the houses.   | August 1, 1996  |
| 6. | Complete applications for utility and state rebates on all jobs.  | August 15, 1995   |
| 7. | Contract ends.  | August 31, 1996   |
| 8. | Submit final billing to Energy Office.  | September 30, 1996  |
| 9. | Submit final report.  | October 31, 1996  |



**Exhibit C**

Multnomah County  
Community And Family Services Division  
Community Action Program Office

Block-By-Block Weatherization Program  
1995-96

**BUDGET FOR CONTRACTOR SERVICES**

1.	Supplies, transportation, office space, and all additional non-personnel expenses to perform the Scope of Work. Perform 160 energy audits and home education visits, 110 post-job inspections, maintain the BBB data base, select, supervise and pay sub-contractors, produce monthly and final reports, and apply for and process weatherization rebates.	\$28,000
2.	Provide insulation and weatherization services for approximately 140 houses. Qualified subcontractors will perform the major measure insulation work as identified and directed in the energy analysis.  This budget item will increase beyond \$87,000 as CAPO applies for and collects utility and state rebates and administrative reimbursements for this and previous years work. (see Rebate Budget on the following page)	<u>87,000</u>
<b>SUB-TOTAL: CAPO CONTRACT</b>		<b>\$115,000</b>
3.	In addition to the contract budget, a rebate budget of \$52,000 is included (see the following page for details). This represents our best estimate of weatherization rebates to be collected under utility and state rebate/ administrative reimbursements for this and previous years work. (Therefore the combined weatherization budget is \$87,000 plus \$52,000 = \$139,000)	<u>\$52,000</u>
<b>GRAND TOTAL</b>		<b>\$167,000</b>

**REBATE BUDGET  
1994-95**

In addition to the above contracted budget, CAPO will collect rebates and administrative reimbursements from utilities and State weatherization programs for work performed. When collected, current year rebates will be combined with rebates carried over from 1994-95 to be used only for direct weatherization, and will be used after funds in this year's budget for weatherization (item 2, previous page) are expended. If the rebates are not spent in this fiscal year, they will be carried over into next year's Block-By-Block program or returned to the Energy Office. The following is an accounting of the source of rebate funds to be used as a supplement to the \$87,000 budgeted for weatherization (item 2, previous page) on the current year's program.

1.	Rebates carried over from 1993-94.	<b>\$0</b>
2.	1994-95 Rebates. As of 12/14/95, a balance of carry-over rebates total \$20,785.55 collected, plus an additional \$9,832.8 in rebates applied for but not yet received. for budget purposes, we are estimating a 60% recovery rate netting about \$6,000. Therefore, the total carry-over rebate budget from 1994-95 is estimated at \$27,000.	<b>\$27,000</b>
	When a final accounting is completed, the rebates will be carried into the 1995-96 budget for direct weatherization.	
2.	Estimated of rebates to be collected on jobs weatherized during this current (1995-96) BBB Program.	<b><u>\$25,000</u></b>
	<b>REBATE TOTAL (estimated)</b>	<b>\$52,000</b>

MEETING DATE : FEB 01 1996  
AGENDA NO. : R-2  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: INTER-JURISDICTIONAL EMERGENCY MANAGEMENT  
CONSOLIDATION PROPOSAL AND IMPLEMENTATION RESOLUTION

BOARD BRIEFING Date Requested: None  
Requested By:  
Amount of Time Needed: None

REGULAR MEETING Date Requested: February 1, 1996  
Amount of Time Needed: 30 Minutes, 9:30 Time Certain

DEPARTMENT: Support Services DIVISION: Emergency Management

CONTACT: Michael J. Gilsdorf TELEPHONE #: 251-2466  
BLDG/ROOM# : 313/203

PERSON(S) MAKING PRESENTATION: Commissioner Collier and Michael J. Gilsdorf

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

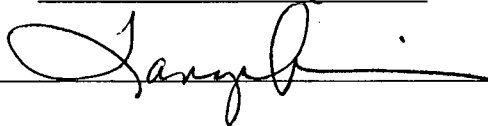
SUGGESTED AGENDA TITLE:

Inter-Jurisdictional Emergency Management Consolidation Proposal and Implementation  
Resolution

2/2/96 COPIES TO MIKE GILSDORF & TANYA COLLIER

SIGNATURES REQUIRED:

ELECTED OFFICIAL:



OR

DEPARTMENT MANAGER:

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
96 JAN 24 AM 9:38

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

12/95

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM  
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MICHAEL J. GILSDORF  
MULTNOMAH COUNTY EMERGENCY MANAGEMENT

TODAY'S DATE: January 25, 1996

REQUESTED PLACEMENT DATE: February 1, 1996

RE: INTER-JURISDICTIONAL EMERGENCY MANAGEMENT CONSOLIDATION  
PROPOSAL AND IMPLEMENTATION RESOLUTION

- I. Recommendation/Action Requested: Acceptance of proposal and passage of resolution.
- II. Background/Analysis: In December of 1994, the Emergency Management Service Delivery Study report was submitted as a result of Resolution 94-158 which was passed by the governing boards of Troutdale, Fairview, Gresham, Portland, and Multnomah County, and in a slightly different form in Wood Village. The purpose of this study was to:
1. Identify recommended standards of care for emergency management.
  2. Identify organizational options for service delivery.
  3. For each organizational option, identify:
    - A. Whether current quality and level of service will be improved.
    - B. Analyze whether accessibility and accountability to the public and jurisdictions served will be improved.
    - C. Analyze whether program costs will be maintained or reduced from current levels.
    - D. Include performance objectives and evaluation measures to assess the success of the organizational structure in meeting the standard of care.
    - E. Address individual needs of communities.
  4. Present recommended option for service delivery.
  5. Present recommended implementation plan and schedule.

The purpose of an Emergency Management Program is four-fold:

Mitigation: Those actions taken to eliminate a hazard, or to reduce the potential for damage should a disaster occur. Such actions include establishing building codes, special identification and routing requirements for the movement of hazardous materials, and land use and zoning requirements.

Preparedness: Those actions taken to plan, equip, and train employees, citizens and local governments to respond to emergencies arising from hazards which cannot be eliminated through mitigation. This includes preparation of emergency management and operations plans and exercises to test them.

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM CONTINUED

STAFF REPORT SUPPLEMENT

RE: INTER-JURISDICTIONAL EMERGENCY MANAGEMENT CONSOLIDATION  
PROPOSAL AND IMPLEMENTATION RESOLUTION

February 1, 1996

PAGE 2

Response: Those actions taken to save lives and protect property during an emergency. This may include search and rescue, fire suppression, evacuation, emergency feeding and sheltering. It may also include such behind the scenes activities as activating emergency plans, and opening and staffing emergency centers from which jurisdictional decision makers provide direction and control to emergency activities.

Recovery: Those actions taken to return the jurisdiction to normal. This could include reconstruction of roads and public facilities, securing financial aid for disaster victims, and review and evaluation of response activities.

To accomplish the five tasks contained in Resolution 94-158, a Steering Committee consisting of Multnomah County Commissioner Tanya Collier, who served as Committee Chair, Portland Fire Chief Bob Wall, Gresham Fire Chief Joe Parrott, and Marge Schmunk representing Fairview, Troutdale and Wood Village was established. A Technical Subcommittee consisting of emergency management staff from Portland, Gresham, Multnomah County, Metro, and Port of Portland was created as a companion to the Steering Committee. Myra Thompson Lee, State of Oregon Emergency Management, and citizen Bruce Greene also participated in the project as members of the Technical Subcommittee.

The December 1994 report: identified the recommended standards of care for emergency management; identified organizational options for service delivery; and for each option identified if current quality and level of service would be improved; analyzed whether program costs would be maintained or reduced; included performance objectives and evaluation measures; and addressed the individual needs of the communities. The Joint City-County Coordinating Committee adopted modified Option 4 as the preferred option for emergency management service delivery. Following this adoption, the Steering Committee and Technical Subcommittee started the task of developing the implementation plan and schedule.

The Steering Committee and Technical Subcommittee presented a report to the Joint City-County Coordinating Committee in March of 1995. Following the presentation of their report, the Steering Committee and Technical Subcommittee continued to meet, developing additional information and implementation details regarding Option 4. The additional information and implementation details have resulted in the Inter-Jurisdictional Emergency Management Consolidation Proposal.

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM CONTINUED

STAFF REPORT SUPPLEMENT

RE: INTER-JURISDICTIONAL EMERGENCY MANAGEMENT CONSOLIDATION  
PROPOSAL AND IMPLEMENTATION RESOLUTION

February 1, 1996

PAGE 3

- III. Financial Impact: None identified at this time for Fiscal Year 95/96. As the intergovernmental agreement and/or memorandum of understanding are developed in the next few months, any financial impacts for Fiscal Year 96/97 will be developed and made a part of the budget process.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Portland/Multnomah County Progress Board 1995 Benchmarks numbers 95, 96, and 97.
- VII. Citizen Participation: As discussed in item II. Background/Analysis above, citizen input was a part of the Steering Committee and Technical Subcommittee process. We do not anticipate any citizen testimony at the board meeting.
- VIII. Other Government Participation: Proposal impacts all incorporated cities within Multnomah County, as well as the two (2) Rural Fire Districts and the Port of Portland. All of these jurisdictions were a part of the process through representation on the Steering Committee. The proposal and resolution have been passed by the governing boards of Fairview, Gresham, Maywood Park, Troutdale, and Wood Village. It is scheduled for board action by the city of Portland.

Before the Board of Commissioners  
for Multnomah County, Oregon

In the matter of directing County Emergency )  
Management Staff to implement the )  
Inter-Jurisdictional Emergency Management )  
Consolidation Proposal for emergency management )  
within Multnomah County )

RESOLUTION

96- \_\_\_\_\_

THE PARTIES FIND AS FOLLOWS:

WHEREAS; The Board of Commissioners for Multnomah County passed Resolution 94-158 on the 1st day of September 1994, and,

WHEREAS; Resolution 94-158 resolved that the Board of Multnomah County Commissioners, the Councils of the Cities of Portland, Gresham, Troutdale, Wood Village, Fairview, and Maywood Park, and the Port of Portland and Fire Districts 14, 20, and 30 direct that a service delivery study be prepared that identifies the acceptable standard of local preparedness for emergency management, and reviews possible organizational structures to provide emergency management planning within the County, and,

WHEREAS; A sub-committee of the City/County Consolidation Committee was assigned to develop a standard of care, and service delivery options to meet that standard of care, and,

WHEREAS; That sub-committee completed its study and made its service delivery report, and,

WHEREAS; The City/County Consolidation Committee has selected Option 4 of the service study report as the desired option, and,

WHEREAS; The Steering Committee and Technical Subcommittee have developed additional information and implementation details that have resulted in the Inter-Jurisdictional Emergency Management Consolidation Proposal, (copy attached), and,

WHEREAS; The Consolidation Proposal addresses all of the criteria as outlined for the service study and as contained in Resolution 94-158, and,

Before the Board of Commissioners  
for Multnomah County, Oregon

In the matter of directing County Emergency	)	RESOLUTION
Management Staff to implement the	)	96-17
Inter-Jurisdictional Emergency Management	)	
Consolidation Proposal for emergency management	)	
within Multnomah County	)	

THE PARTIES FIND AS FOLLOWS:

WHEREAS; The Board of Commissioners for Multnomah County passed Resolution 94-158 on the 1st day of September 1994, and,

WHEREAS; Resolution 94-158 resolved that the Board of Multnomah County Commissioners, the Councils of the Cities of Portland, Gresham, Troutdale, Wood Village, Fairview, and Maywood Park, and the Port of Portland and Fire Districts 14, 20, and 30 direct that a service delivery study be prepared that identifies the acceptable standard of local preparedness for emergency management, and reviews possible organizational structures to provide emergency management planning within the County, and,

WHEREAS; A sub-committee of the City/County Consolidation Committee was assigned to develop a standard of care, and service delivery options to meet that standard of care, and,

WHEREAS; That sub-committee completed its study and made its service delivery report, and,

WHEREAS; The City/County Consolidation Committee has selected modified Option 4 of the service study report as the desired option, and,

WHEREAS; The Steering Committee and Technical Subcommittee have developed additional information and implementation details that have resulted in the Inter-Jurisdictional Emergency Management Consolidation Proposal, (copy attached), and,

WHEREAS; The Consolidation Proposal addresses all of the criteria as outlined for the service study and as contained in Resolution 94-158, and,



WHEREAS; All state statutes, charter provisions, codes and other legal mandates have been followed in the formation of the recommended organizational structure, and,

WHEREAS; The recommended option and consolidation proposal are in support of the overall regional goals of the Regional Emergency Management Group, and,

WHEREAS; All appropriate jurisdictions have had input into the development of the service study options, and agree to support its concepts, and,

NOW, THEREFORE BE IT RESOLVED; That the emergency management staff of Multnomah County is directed to work with the emergency management staffs of the Cities of Portland and Gresham to develop the interagency agreement, budgetary documents, and implementation plan necessary to implement the Inter-Jurisdictional Emergency Management Consolidation Proposal, with a desired starting date of July 1, 1996 and a total implementation date of not-later-than July 1, 1998.



Approved this February 1, 1996

Board of County Commissioners  
For Multnomah County

for Beverly Stein, Chair of Multnomah County

Reviewed by \_\_\_\_\_

for

Laurence Kressel  
Multnomah County Counsel

**INTER-JURISDICTIONAL  
EMERGENCY MANAGEMENT CONSOLIDATION PROPOSAL  
JANUARY 25, 1996**

**1. DESCRIPTION**

A County-wide Emergency Management Team will be formed by reorganizing the existing three (3) separate emergency management programs of Multnomah County, City of Portland, and City Gresham. To accomplish this, the following will occur.

a. Multnomah County will contract with Gresham and Portland to provide preparedness and response planning on a east and west regional basis. Individual political jurisdictions would retain responsibility for mitigation and recovery planning. The County would retain internal recovery and mitigation planning responsibilities, and would also assume responsibility for county-wide coordination of emergency management training. This structure would result in the formation of three (3) Planning Teams within the County; a East Regional Planning Team, and West Regional Planning Team, and an Internal Planning Team.

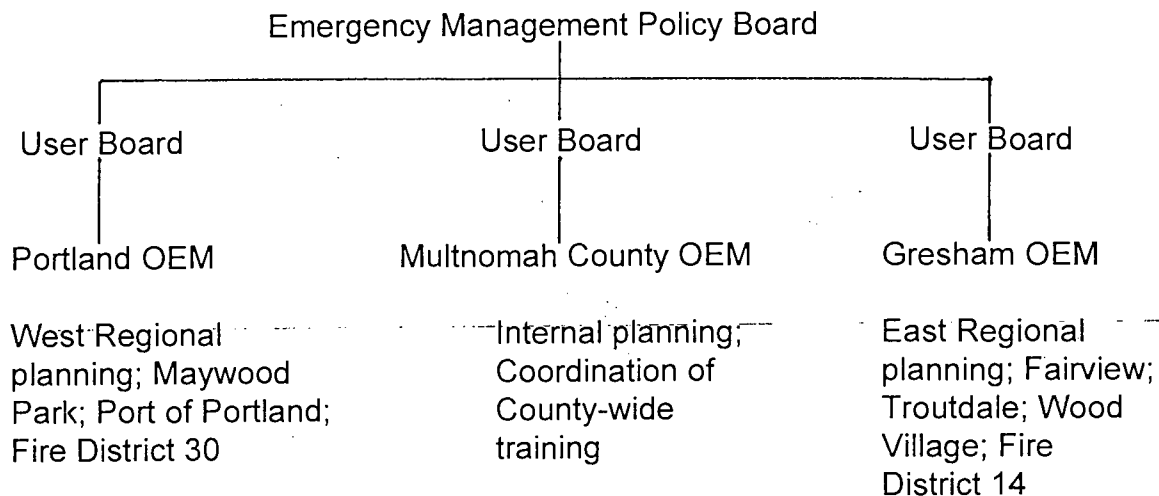
b. A consolidated Emergency Management Policy Board would be formed to provide overall policy direction. The Policy Board would be made up of:

1. Chair, Multnomah County Commission, or elected designee
2. Elected Official, City of Portland
3. Elected Official, City of Gresham
4. Elected Official(s) representing Wood Village, Troutdale, Fairview, and Maywood Park (NOTE: These cities have the option of selecting their own representatives or a joint representative)
5. Chief, Portland Fire Bureau
6. Chief, Gresham Fire Department

c. A User Board would be formed for each Planning Team to provide the customers of each team a method to assist in the development of work plans, monitoring plan progress, and provide the assistance necessary for each team to accomplish the required planning. This process is referred to as Phase 1 of the consolidation.

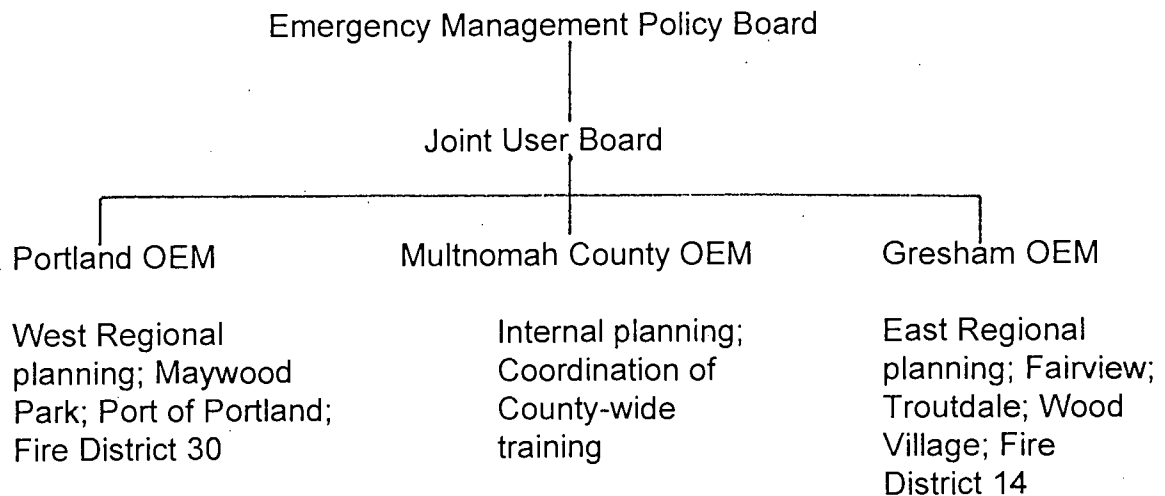
INTER-JURISDICTIONAL  
EMERGENCY MANAGEMENT CONSOLIDATION PROPOSAL  
JANUARY 25, 1996

d. During Phase 1, the initial organizational structure would be as follows:



e. The long-range goal of this option is to have a fully integrated County-wide emergency management program where all emergency managers and full-time staff are co-located in one central facility to include one (1) primary Emergency Coordination Center, (ECC). It is anticipated this goal will be obtainable not-later-than 1998. Obtainment of this goal will indicate the start of Phase 2 of the consolidation.

f. Upon the start of Phase 2, targeted for not-later-than 1998, one joint Users Board would be created to address the needs of the customers of the program. The Phase 2 organizational structure would be as follows:



INTER-JURISDICTIONAL  
EMERGENCY MANAGEMENT CONSOLIDATION PROPOSAL  
JANUARY 25, 1996

g. The duties of the County-wide Emergency Management Team include creation of a Multi-jurisdictional plan for emergency management in the areas of preparedness and response. The Emergency Management Team will organize themselves according to skills that would accomplish the following tasks:

- (1) East and west County plans for emergency preparedness and response.
- (2) Development and coordination of county-wide plans and procedures in all phases of emergency management.
- (3) Internal planning.
- (4) Training and exercise.
- (5) Developing funding and staffing recommendations, including an implementation plan for co-location.

h. The current role of Metro would be expanded to include:

- (1) Developing a regional all-risk hazard analysis to expand current earthquake hazard analysis.
- (2) Assist in the development of a regional mitigation strategy in include land use planning, model regulations, etc.
- (3) Assist in the development of a post disaster damage assessment process.
- (4) Assist in identification of funding and staff resources.

## 2. DISCUSSION

Successful implementation of this option will require an Intergovernmental Agreement, (IGA), and/or a Memorandum of Understanding, (MOU), between all parties that address the following issues.

INTER-JURISDICTIONAL  
EMERGENCY MANAGEMENT CONSOLIDATION PROPOSAL  
JANUARY 25, 1996

a. A phased consolidation of the three emergency management programs within Multnomah County, (County: including NE cities of Fairview, Troutdale and Wood Village; Portland; Gresham). This phased consolidation will start with the sharing of preparedness and response planning under a east and west zone concept, and move as quickly as possible to a consolidated county-wide program.

b. An agreement on the part of the cities of Gresham and Portland to adjust their planning time lines.

c. An agreement on the part of the jurisdictions and districts served by the county to receive their service from Gresham and Portland.

d. An agreement on the part of Gresham and Portland to receive their emergency management training coordination from Multnomah County.

e. An agreement on the part of Multnomah County to assign representatives from the following Offices and Departments to the emergency management organization: District Attorney's Office; Sheriff's Office; the Departments of Community and Family Services; Aging Services; Environmental Services; Health; Juvenile Justice; Community Corrections; Libraries; and Management and Support Services. These full-time employees would spend up to .25 percent of their time providing department or office specific planning expertise to the emergency management staff.

f. An agreement on the part of the cities of Fairview, Troutdale, and Wood Village to each provide a .25 full-time employee to the emergency management organization. The primary focus of these personnel will be to provide jurisdiction specific planning expertise to the emergency management staff.

g. An agreement on the part of the City of Maywood Park, the Port of Portland, and Fire Districts 14 and 30 to make staff or representatives available as requested and as practicable to participate in plan development, training, or exercises.

### **3. PERFORMANCE OBJECTIVES AND EVALUATION MEASURES**

a. The performance objective will continue to be the identified standard of care as follows:

INTER-JURISDICTIONAL  
EMERGENCY MANAGEMENT CONSOLIDATION PROPOSAL  
JANUARY 25, 1996

(1) Planning: Emergency plans will be developed to describe the roles and responsibilities of the planning entity in the phases of disaster preparedness and response. The plans will be fully integrated with each other, and will be reviewed in their entirety at least annually.

(2) Training: The minimum annual training will include eight ICS classes; Two special course offerings on emergency management topics; Emergency Management Institute classes; and Oregon Emergency Management classes.

(3) Exercises: The annual exercise program will include four table-top exercises and one functional or full-scale exercise. (FEMA standards require one full-scale exercise every four years.)

(5) Administration: Areas to be covered include quarterly "Steering Committee" meetings; Monthly Regional Emergency Management Technical Committee (REMTEC) meetings; State or National committee assignments; and General program maintenance.

b. Evaluation measures will include the oversight of the User and Policy Boards, and the intergovernmental agreements or memorandums of understanding.

#### **4. IMPACT ON INDIVIDUAL NEEDS OF COMMUNITIES AND CITIZENS**

- a. One County-wide integrated emergency management program.
- b. Coordination of the program through User and Policy Boards.
- c. One coordination point for emergency management training activities.

#### **5. STEPS FOR IMPLEMENTATION**

A. Approval of this consolidation proposal by all political jurisdictions involved through their respective governing body's resolution process.

B. Development of the required Intergovernmental Agreement and/or Memorandum of Understanding that contains a work plan and implementation schedule by the Emergency Management Team.

INTER-JURISDICTIONAL  
EMERGENCY MANAGEMENT CONSOLIDATION PROPOSAL  
JANUARY 25, 1996

C. Approval of the Intergovernmental Agreement and/or Memorandum of Understanding by all political jurisdictions involved.

D. Appointment of members of the consolidated Emergency Management Policy Board, and three User Boards.

E. Development of a implementation plan for co-location, and funding and staffing recommendations by the Emergency Management Team.

F. Approval of the implementation plan for co-location, and funding and staffing recommendations by the User Boards and consolidated Emergency Management Policy Board.

G. Implementation of Phase 2.

Meeting Date: FEB 01 1996  
Agenda No: R-3  
Estimated Start time: 10:00

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: RESULTS Team: Library Branch Substitutes Team

BOARD BRIEFING Date Requested: February 1, 1996

Requested by: \_\_\_\_\_

Amount of Time Needed: 10 minutes

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: Support Services DIVISION: Employee Services

CONTACT: Shery Stump, Training Manager TELEPHONE #: 248-5015, Ext. 2203

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Becky Cobb (Carolyn Schell, Carol Uhte)

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Becky Cobb facilitated the Library Branch Substitutes Team. The team improved the process used in the library for hiring and arranging training for on-call clerks, pages, and library assistants. Since implementing this process, the team has hired and arranged training for 14 new on-call employees. The team is now filling more of the on-call requests in the branches, helping them provide better service to library patrons.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: 

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

BOARD OF  
COUNTY COMMISSIONERS  
JAN 19 PM 4:59  
MILTONAH COUNTY  
OREGON



# LIBRARY BRANCH SUBSTITUTE CQI TEAM

## PROBLEM STATEMENT

The process for adding on-call staff is bottlenecked because the Community Services Director must find time to do all the interviewing, reference checking, calling and arranging for training.

## PROBLEM SITUATION

Substitute personnel availability is inadequate to meet public service needs.

An inadequate number of substitutes results in:

- \* stress and low morale for regular staff;
- \* the loss of supervisor's time spent searching for substitutes;
- \* reduced productivity;
- \* a negative impact on customer service.

## TEAM SOLUTION

Formed rotating hiring committee 10-95 to interview, hire and arrange training for on-call clerks, pages and library assistants.

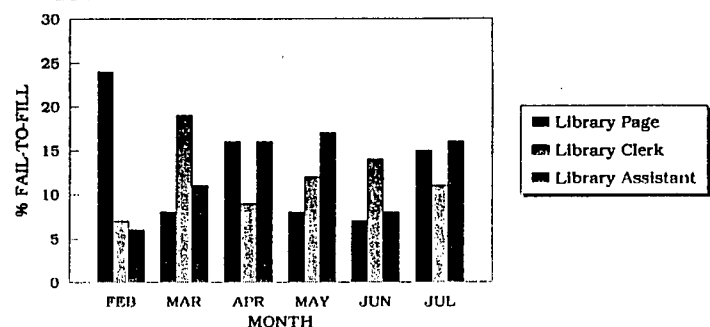
## TEAM COMPOSITION

Branch Manager  
Branch Supervisor  
Youth Librarian  
Library Assistant  
Library Clerk 2  
Library Page

## DOCUMENTATION

### SUB REQUESTS NOT FILLED

February - July, 1995



## FUTURE PLANS

Current team will:

- \* analyze time involved for the hiring committee;
- \* monitor the fail-to-fill rate.

Future teams will:

- \* define substitute recruitment needs;
- \* establish a recruitment process.

MEETING DATE: FEB 01 1996

AGENDA # : R-4

ESTIMATED START TIME: 10:10

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: State/Local Agreement - County Opportunity Grant Program

BOARD BRIEFING:

DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING:

DATE REQUESTED: January 25, 1996

AMOUNT OF TIME NEEDED: 15 Min.

DEPARTMENT: DES \_\_\_\_\_

DIVISION: Administration \_\_\_\_\_

CONTACT: Lance Duncan

TELEPHONE #: 248-3278

BLDG/ROOM #: 412/203 \_\_\_\_\_

PERSON(S) MAKING PRESENTATION: Jane Hart (Metro Parks & Greenspaces) \_\_\_\_\_

Phone: 797-1585

#### ACTION REQUESTED:

( ) INFORMATIONAL ONLY ( ) POLICY DIRECTION (X) APPROVAL ( ) OTHER

#### SUGGESTED AGENDA TITLE:

Approval of State/Local Agreement for County Opportunity Grant Program

*2/2/96 ORIGINALS TO LANCE DUNCAN*

#### SIGNATURES REQUIRED:

ELECTED  
OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT  
MANAGER: \_\_\_\_\_

*Lance Duncan*

BOARD OF  
COUNTY COMMISSIONERS  
96 JAN 16 PM 3:09  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
2115 S.E. MORRISON  
PORTLAND, OREGON 97214  
(503) 248-5000

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

## Staff Report Supplement

To: Board of County Commissioners  
From: Lance Duncan *LD*  
Date: January 18, 1996  
Subject: County Opportunity Grant Award (Metro Parks and Greenspaces) for Oxbow Regional Park Master Planning Services

### I. Recommendation/Action Requested

The Department of Environmental Services (Department) recommends the Board of Commissioners approve and enter into a State/Local Agreement with the State of Oregon through their County Opportunity Grant Program to receive a \$30,000 grant award to develop a Master Plan for Oxbow Regional Park. Attached to this memorandum are three original copies of the State/Local Agreement for the Board's signature.

### II. Background/Analysis

The State of Oregon's County Opportunity Grant Program is designed to fund acquisition, development, rehabilitation, or planning for county park and recreation sites that provide (or will provide) camping facilities. On October 12, 1995 the Board approved the request for Metro to apply for a grant from the State of Oregon to produce a master plan for Oxbow Regional Park. In Late December, 1995, Metro received notice from the State of the \$30,000 grant award. The County Opportunity Grant Rules request that the agreement be executed by January 31, 1996. Under the current IGA between Multnomah County and Metro, Metro would be responsible for conducting the planning activities, and would meet grant matching funds requirements with revenue allocated to Metro from within the Natural Areas Fund, and from their own revenue from the US Fish and Wildlife Service. Multnomah County would pass the grant revenues through to Metro. Metro will be responsible for all administrative duties, including project audits and billing requirements, to maintain compliance with the terms of the grant.

### III. Financial Impact

This grant application is for \$30,000, to be matched with \$40,500 already appropriated within Multnomah County's Natural Areas Fund, and \$10,000 from Metro's US Fish and Wildlife

Services appropriation. The net effect of the action is revenue neutral. The agreement with the state recognizes matching funds only in a sufficient amount to equal the amount of the grant award, whereas the match actually used to complete the project is \$50,500.

IV. Legal Issues

Grant funds under this program are available to Counties in the State of Oregon. Under the current IGA between Multnomah County and Metro, we have assigned management responsibilities for the County's parks to Metro, who will be responsible for conducting the planning activity. Under phase II of the IGA, transfer of ownership of parks facilities to Metro will occur. Per the attached letter from METRO, Oxbow Park will not be subject to this transfer. Therefore, the clause in the grant agreement regarding transfer of ownership of property for which grant funds are used will have no effect.

V. Controversial Issues

None anticipated.

VI. Link to Current County Policy

The nature of this grant application is consistent with the purpose established for the Natural Areas Acquisition Fund.

VII Citizen Participation

Citizen involvement will be accomplished during the master planning effort including formation of a project advisory committee, public workshops, and mailings to interested citizens.

VIII Other Government Participation.

Metro will conduct the planning activity and involve other resource agencies in the development of the Master Plan.

*Daniel B. Cooper*  
*Tele: (503) 797-1528*  
*FAX (503) 797-1792*

January 18, 1996

FAX (Lance Duncan 248-3048)  
U.S. MAIL

Multnomah County Board of Commissioners  
Portland Building  
1120 S.W. Fifth Avenue  
Portland, OR 97204

Re: Metro-Multnomah County Phase II IGA

Dear Commissioners:

Metro's understanding of the agreement that has been reached by the Metro-Multnomah County negotiating teams headed by County Executive Stein and County Commissioner Collier, and Metro Executive Officer Burton and then Council Presiding Officer McFarland is that County will retain ownership of Oxbow Park in order to allow County to be eligible to receive State of Oregon Recreational Vehicle Registration fee funds. Metro will continue to operate Oxbow. County will pass-through all state funds to Metro to support operation of Oxbow. If Metro ever becomes eligible to be a direct recipient of state funds, the County will then transfer ownership of Oxbow to Metro.

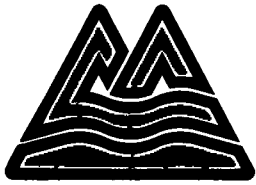
It is anticipated that County Board of Commissioners and Metro Council approval of this IGA will occur prior to April 1, 1996.

Yours very truly,

/s/  
Daniel B. Cooper,  
General Counsel

gl2083

c: Lance Duncan  
Darlene Carlson  
Matt Ryan  
Mike Burton  
Charlie Ciecko



# MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN, CHAIR  
DAN SALTZMAN  
GARY HANSEN  
TANYA COLLIER  
SHARRON KELLEY

COUNTY COUNSEL  
LAURENCE KRESSEL

CHIEF ASSISTANT  
JOHN L. DU BAY

ASSISTANTS  
J. MICHAEL DOYLE  
SANDRA N. DUFFY  
KATIE GAETJENS  
GERALD H. ITKIN  
STEVEN J. NEMIROW  
HELLE-RODE  
MATTHEW O. RYAN  
JACQUELINE A. WEBER

**TO:** Board of County Commissioners  
Beverly Stein, Chair  
Tanya Collier  
Gary Hansen  
Sharron Kelley  
Dan Saltzman

*Matthew Ryan*

**FROM:** Matthew Ryan, Assistant County Counsel

**DATE:** January 22, 1996

**RE:** STATE GRANT TO COUNTY FOR OXBOW PARK

Last week, an intergovernmental agreement (IGA) between the State and the County was placed on the Board of County Commissioners (BCC) Agenda for the regular BCC meeting on February 1, 1996. This IGA is in the form of a grant of state funds to the County pursuant to ORS 390.134. Under the cited statute, the County is eligible to receive the funds for the maintenance, development, acquisition and use of a County park.

As you know, the County is contemplating the complete transfer of all County park property to Metro. Under ORS 390.134, Metro is not eligible to receive the State Park funds. Originally the transfer was to happen this year but that now appears unlikely.

The IGA at page 2, paragraph 5, provides the County may not dispose of the Oxbow property without the consent of the State. That same clause also imposes an obligation upon the County to provide a replacement site if the original is no longer used as a park or it is sold or otherwise disposed of. A transfer of the property to Metro would trigger the application of this clause.

By letter dated January 18, 1996, Dan Cooper, Metro's legal counsel, stated it is Metro's understanding the transfer of Oxbow will not occur unless Metro becomes eligible to directly receive State Park funds.<sup>1</sup> A copy of Mr. Cooper's letter is attached to this memorandum. If the transfer of Oxbow to Metro occurs prior to any proposed change in grant eligibility under ORS 390.134, the County will need to negotiate a resolution acceptable to the State. As the County has no other park property to substitute for Oxbow, some other accommodation would need to be provided.

cc: Lance Duncan

F:\DATA\COUNSEL\WPDATA\ONE\MEMO2.BD\es

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<sup>1</sup> Metro may seek a legislative amendment or change in the administrative regulations whereby Metro would become eligible for state use of the Park Fund.



METRO

*Daniel B. Cooper*  
Tele: (503) 797-1528  
FAX (503) 797-1792

January 18, 1996

FAX (Lance Duncan 248-3048)  
U.S. MAIL

Multnomah County Board of Commissioners  
Portland Building  
1120 S.W. Fifth Avenue  
Portland, OR 97204


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It is anticipated that County Board of Commissioners and Metro Council approval of this IGA will occur prior to April 1, 1996.

Yours very truly,

  
Daniel B. Cooper,  
General Counsel

gl2083

c: Lance Duncan  
Darlene Carlson  
Matt Ryan ✓  
Mike Burton  
Charlie Ciecko

RECEIVED  
JAN 21 1996  
COUNTY COUNSEL FOR  
MULTNOMAH COUNTY, OR





# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

 Contract # 301076  
 Amendment # \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<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 checked="" type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-4</u> DATE <u>2/1/96</u> <u>DEB BOGSTAD</u> BOARD CLERK

 Department Environmental Services Division Administration Date 1/16/96

 Contract Originator Lance Duncan Phone 248-3278 Bldg/Room 412/203

 Administrative Contact Same as Above Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

 Description of Contract State/Local Agreement with State of Oregon Through their County Opportunity Grant Program to receive a \$30,000 grant award to develop a Master Plan for Oxbow Regional Park.

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

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

 Contractor Name Oregon Parks & Rec Dept. - Attn. Marilyn Lippincott

 Mailing Address 1115 Commercial St. N.E.
Salem, OR 97310-1001

 Phone (503)378-6378

Employer ID# or SS# \_\_\_\_\_

 Effective Date January 1996

 Termination Date January 1998

 Original Contract Amount \$30,000.00

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

 Total Amount of Agreement \$ 30,000.00

 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 [Signature]

 Purchasing Director  
 (Class II Contracts Only) [Signature]

 County Counsel [Signature]

 County Chair / Sheriff [Signature]

 Contract Administration  
 (Class I, Class II Contracts Only) Dan Saltzman, Vice-Chair

 Encumber: Yes ☐ No ☐

 Date 1/17/96

Date \_\_\_\_\_

 Date 1/18/96

 Date 2/1/96 February 1, 1996

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.	155	030	5100		6060					30,000.00	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

STATE/LOCAL AGREEMENT  
COUNTY OPPORTUNITY GRANT PROGRAM

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the State of Oregon, by and through its Parks and Recreation Department, hereinafter called "State," and \_\_\_\_\_ Multnomah County \_\_\_\_\_, a \_\_\_\_\_ Politican Subdivision \_\_\_\_\_ of the State of Oregon, by and through its \_\_\_\_\_ County Commission \_\_\_\_\_, hereinafter called "Sponsor."

WITNESSETH:

WHEREAS, under ORS 390.134, State and Sponsor may enter into an agreement concerning acquisition, development, maintenance, care and use of county park and recreation sites, hereinafter called "Project," and State may make grants of money to assist Sponsor in such projects; and

WHEREAS, State and Sponsor desire to achieve improvements in county park and recreation facilities as hereinafter described in project application for the Oxbow Regional Park Master Plan \_\_\_\_\_ Project, RVG# 0045 in Multnomah County and to that end, county proposes to perform work and/or acquire land as set out and described below:

Project: Development of a Master Plan for Oxbow Regional Park which will include concept plan of facilities and preliminary construction cost estimates.

This project and the project boundary are more particularly described in the project application RVG# 0045, attached hereto and made a part of this agreement.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

1. State hereby approves the project and authorizes Sponsor to acquire land and/or perform the work of the project in accordance with the above description. As hereinafter used, "work of the project" shall include acquisition of land, planning, and development work for the project.
2. The total cost of the project is estimated to be \$ 60,000.00. The Sponsor shall in the first instance pay all costs and then request reimbursement by State. State shall pay Sponsor no more than \$ 30,000.00 for the project or 50 percent of incurred costs, whichever is less.

3. Sponsor shall begin work within one year from the date of this agreement. Once work has begun, sponsor shall bill the state on a quarterly basis, for work completed during the quarters as follows:

By April 30 for the quarter beginning January 1 and ending March 31;

By July 31 for the quarter beginning April 1 and ending June 30;

By October 31 for the quarter beginning July 1 and ending September 30;

By January 31 for the quarter beginning October 1 and ending December 31.


In all partial payments, state will reimburse no more than 90% of eligible reimbursable costs. The final 10% will be reimbursed after final audit approval.

4. Sponsor hereby warrants that, at the time this agreement is executed, it has sufficient financial resources available and authorized to complete the work of the project. -
5. Sponsor further warrants that the land within the project boundary shall be used only for park or recreational purposes, Sponsor controls or will control the land, and that the Sponsor shall not change the use of, sell, or otherwise dispose of land within the project boundary except upon approval and consent of State. If Sponsor converts lands within the project boundary to use other than park and recreational purposes or disposes of such land by sale or otherwise, Sponsor shall provide a replacement equal in value to the market value of the project lands as measured on the date of their conversion or disposal. No replacement site or facility shall be approved by State unless State determines, in its discretion, that the replacement has park and recreational utility equivalent to that of the lands converted or disposed.
6. Sponsor shall complete the work of the project by January 31, 1998.
7. Sponsor has approved this agreement during a duly authorized session of its Board of Commissioners..
8. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. SPONSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT SPONSOR HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

The Oregon Parks and Recreation Commission, by a duly adopted delegation order, authorized the State Parks Director or his designate to act on its behalf in approving and executing this agreement.

APPROVED AS TO LEGAL SUFFICIENCY

  
Assistant Attorney General

10-5-94  
Date

STATE OF OREGON, by and through its  
Department of Parks and Recreation

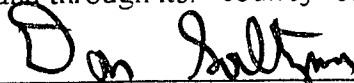
\_\_\_\_\_  
State Parks Director

\_\_\_\_\_  
Date

SPONSOR


\_\_\_\_\_  
Multnomah County

By and through its: County Commission

  
\_\_\_\_\_  
Dan Saltzman, Vice-Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
Matthew O. Ryan

\_\_\_\_\_  
January 16, 1996

\_\_\_\_\_  
Date

CAMPGRND.AGR #3  
9/23/94

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-4 DATE 2/1/96  
DEB BOGSTAD  
BOARD CLERK