

**ANNOTATED MINUTES**

*Thursday, April 6, 1995 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**REGULAR MEETING**

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

**CONSENT CALENDAR**

**UPON MOTION OF COMMISSIONER KELLEY,  
SECONDED BY COMMISSIONER HANSEN, THE  
CONSENT CALENDAR (ITEMS C-1 THROUGH C-10)  
WAS UNANIMOUSLY APPROVED.**

**NON-DEPARTMENTAL**

*C-1 In the Matter of the Appointment of Beverly Stein as Chair of the Multnomah Commission on Children and Families*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

*C-2 ORDER in the Matter of Approval of Contract 15776 for the Sale of Certain Tax Foreclosed Real Property to Former Owner DOROTHY J. SCHMIDT*

**ORDER 95-65.**

*C-3 ORDER in the Matter of Approval of Contract 15778 for the Sale of Certain Tax Foreclosed Real Property to Former Owner ANNIE ZELLE ALCORN 1/3; TONY I. NEWTON 1/3; and LESLIE R. NEWTON 1/3*

**ORDER 95-66.**

*C-4 ORDER in the Matter of Approval of Contract 15786 for the Sale of Certain Tax Foreclosed Real Property to Former Owner DORIS A. GONZALES*

**ORDER 95-67.**

*C-5 ORDER in the Matter of Approval of Contract 15791 for the Sale of Certain Tax Foreclosed Real Property to Former Owner MATTHEW E. MEANEY*

**ORDER 95-68.**

C-6 *ORDER in the Matter of the Execution of Deed D951167 for Repurchase of Tax Acquired Property to Former Owner FIRST INTERSTATE BANK OF OREGON, N.A., TRUSTEE OF SEAMAN FAMILY TRUST*

**ORDER 95-69.**

C-7 *ORDER in the Matter of the Execution of Deed D951176 Upon Complete Performance of a Contract to EARL L. MOYLE*

**ORDER 95-70.**

C-8 *ORDER in the Matter of the Execution of Deed D951178 Upon Complete Performance of a Contract to BETTY L. SHELLY (n.k.a. BETTY URBANSKI)*

**ORDER 95-71.**

**SHERIFF'S OFFICE**

C-9 *Ratification of an Intergovernmental Agreement, Contract #800036, between the U.S. Forest Service and the Sheriff's Office to Enforce Federal/State Laws and Regulations in the National Forest, for the Period May 25, 1995 through September 4, 1995*

**DEPARTMENT OF COMMUNITY CORRECTIONS**

C-10 *Ratification of an Intergovernmental Agreement, Contract #900026, between the City of Portland Parks Bureau and the Department of Community Corrections to Compensate Multnomah County for Provide Trained Crew Leaders and Alternative Community Service Crews to Work in Areas Maintained by the Bureau of Park and Recreation, for the Period July 1, 1995 through June 30, 1996*

**REGULAR AGENDA**

**PUBLIC COMMENT**

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

**RUSS FARRELL PRESENTED TESTIMONY IN OPPOSITION OF THE STRATEGIC INVESTMENT PLAN AND POLICY.**

**NON-DEPARTMENTAL**

R-2 *Second Reading and Possible Adoption of an ORDINANCE Repealing Ordinance 590 and Permanently Eliminating the Funders Advisory Committee*

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF THE SECOND READING AND ADOPTION. NO ONE WISHED TO TESTIFY. ORDINANCE NO. 814 WAS UNANIMOUSLY APPROVED.**

- R-3 *Budget Modification NOND #6 Requesting Authorization to Transfer \$5,000 from General Fund Contingency to the Chair's Office Professional Services/Policy and Legislative Support Budget for Facilitation and Consultation Services Regarding Development of a Strategic Investment (Tax Abatement) Plan and Policy*

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-3. TOM CROPPER TESTIMONY IN OPPOSITION OF THE STRATEGIC INVESTMENT PLAN AND POLICY. SHARON TIMKO EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

**SHERIFF'S OFFICE**

- R-4 *Budget Modification MCSO #14 Requesting Authorization to Reclassify 23 Warehouse Worker Positions to Equipment/Property Technicians Effective January 23, 1993 and Authorization to Increase Personnel Services Line Items by \$214,815 in the Sheriff's Office Budget and Reduce the General Fund Contingency by \$188,664 and the Inmate Welfare Fund by \$26,151 (CONTINUED FROM THURSDAY, MARCH 30, 1995)*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-4. JOAN PASCO EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

- R-5 *Budget Modification MCSO #12 Requesting Authorization to Transfer \$137,000 Set Aside in Contingency Fund to the Sheriff's Office Budget for the Value of Sick Leave for 23 Deputies Transferred to the City of Portland*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-5. JOAN PASCO EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

- R-6 *Budget Modification MCSO #15 Requesting Authorization to Transfer \$12,364 from the Equipment Line Item to Supplies and Other Internal Line Items within the*

*Sheriff's Office Special Investigations Unit Budget*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-6. JOAN PASCO EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

- R-7 *First Reading and Possible Adoption of a Proposed ORDINANCE to Amend MCC 7.10.325 to Conform with Recent Oregon Court of Appeals Rulings Relating to the Inventory of Vehicles Impounded as Instrumentalities of a crime and Declaring an Emergency*

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF THE FIRST READING AND ADOPTION. SGT. DAVE HADLEY EXPLANATION. NO ONE WISHED TO TESTIFY. ORDINANCE NO. 815 UNANIMOUSLY APPROVED.**

**DEPARTMENT OF COMMUNITY CORRECTIONS**

- R-8 *Budget Modification DCC #4 Requesting Authorization to Transfer \$3,000 from General Fund Contingency to the DCC Administration Budget to Hire a Facilitator for a System Analysis Phase 1, Working with the Public Safety Jail Task Force (CONTINUED FROM THURSDAY, MARCH 30, 1995)*

**COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-8. CARY HARKAWAY EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-9 *Budget Modification DES #6 Requesting Authorization to Reclassify a Vacant Data Processing Specialist 2 Position to a new Classification of WAN Integration Coordinator*

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-9. JIM MUNZ EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

**DEPARTMENT OF HEALTH**

R-10 *Budget Modification MCHD #10 Requesting Authorization to Increase the Integrated Service Network Program (Care Oregon) to Reflect the Receipt of an Increase in the Primary Care Grant*

**COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-10. COMMISSIONER HANSEN EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

R-11 *Second Reading and Possible Adoption of an ORDINANCE Repealing MCC Chapter 6.32 and Adopting MCC Chapter 6.33, Emergency Medical Service and Ambulance Code, in Order to Implement the Ambulance Service Plan for Multnomah County*

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF THE SECONDED READING AND ADOPTION. BILL COLLINS PRESENTED, EXPLAINED AND RECOMMENDATIONS OF THE SIX PROPOSED AMENDMENTS SUBMITTED BY AMERICAN MEDICAL RESPONSE (AMR), ONE CONCERN SUBMITTED BY COMMISSIONER KELLEY'S OFFICE AND ONE CONCERN CARRIED OVER REGARDING THE BOARD MEDICAL EXAMINERS. DAVID SMALLWOOD PRESENTED TESTIMONY EXPRESSING OBJECTIONS WITH THE PROPOSED ORDINANCE AND THE PROCESS TAKEN. TRACE SKEEN TESTIMONY ON POSSIBLE LANGUAGE CORRECTION OF ONE PROPOSED AMENDMENT.**

**AMENDMENT #1, EXHIBIT A, PAGE 22**

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, IT WAS UNANIMOUSLY APPROVED TO AMEND SECTION 6.33.510 TO ADD NEW SECTION "(E) THE CRC SHALL DEVELOP CRITERIA TO BE USED FOR RATE ADJUSTMENT DECISIONS; TO BE APPROVED BY THE BOARD."**

**AMENDMENT #2, EXHIBIT A, PAGE 8**

**UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, IT WAS UNANIMOUSLY APPROVED TO AMEND SECTION 6.33.043 TO DELETE EXISTING SECTIONS (4) AND (5)**

**AND ADD NEW SECTION "(4) ALL OTHER AMBULANCES WILL BE STAFFED WITH EMT-BASIC OR EMT-INTERMEDIATES WHOSE ORDERS AND LEVEL OF SERVICE WILL BE SPECIFIED BY THE EMSMD AND WHICH WILL ALLOW FOR THE MEDICALLY APPROPRIATE TRANSPORTATION OF PATIENTS WITH THE MOST COST EFFECTIVE STAFFING."**

**ORDINANCE NO. 816 WAS UNANIMOUSLY APPROVED AS AMENDED.**

**IN RESPONSE TO QUESTIONS OF COMMISSIONER SALTZMAN AND CHAIR STEIN, MR. COLLINS EXPLAINED THE PROCESS OF THE EVALUATION PANEL SCHEDULE FOR COMPLETION OF THE AMBULANCE CONTRACTING PROCESS AS FOLLOWS: COVER LETTERS FROM PROPOSERS TO BE RECEIVED BY PURCHASING BY APRIL 17, 1995; PROPOSALS TO BE REVIEWED BY PURCHASING AND THE PROPOSAL REVIEW COMMITTEE; FOLLOWED BY PRESENTATION OF THE RECOMMENDATION OF THE PROPOSAL REVIEW COMMITTEE SUBMITTED TO THE BOARD FOR CONSIDERATION ON THURSDAY, MAY 25, 1995.**

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*Thursday, April 6, 1995 - 10:00 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**BOARD BRIEFING**

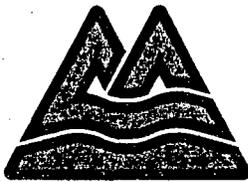
**B-1 Legislative Public Safety Proposals: Fiscal Impact on Multnomah County. Presented by Norm Monroe and Rhys Scholes. 1 HOUR REQUESTED.**

**JO ANN ALLAN, LAURIE BETH ENGLISH AND PAUL SNYDER PRESENTATION AND RESPONSE TO BOARD QUESTIONS.**

*There being no further business, the meeting was adjourned at 11:50 a.m.*

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

  
**Carrie A. Parkerson**



# MULTNOMAH COUNTY OREGON

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

## BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN •	CHAIR	• 248-3308
DAN SALTZMAN •	DISTRICT 1	• 248-5220
GARY HANSEN •	DISTRICT 2	• 248-5219
TANYA COLLIER •	DISTRICT 3	• 248-5217
SHARRON KELLEY •	DISTRICT 4	• 248-5213
CLERK'S OFFICE •	248-3277	• 248-5222

## AGENDA

*MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS*

*FOR THE WEEK OF*

*APRIL 3, 1995 - APRIL 7, 1995*

*Thursday, April 6, 1995 - 9:30 AM - Regular Meeting . . . . . Page 2*

*Thursday, April 6, 1995 - 10:00 AM - Board Briefing . . . . . Page 4*  
**(OR IMMEDIATELY FOLLOWING REGULAR MEETING)**

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

*Thursday, 6:00 PM, Channel 30*  
*Friday, 10:00 PM, Channel 30*  
*Saturday, 12:30 PM, Channel 30*  
*Sunday, 1:00 PM, Channel 30*

**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.**

Thursday, April 6, 1995 - 9:30 AM

Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**REGULAR MEETING**

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C-1 *In the Matter of the Appointment of Beverly Stein as Chair of the Multnomah Commission on Children and Families*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-2 *ORDER in the Matter of Approval of Contract 15776 for the Sale of Certain Tax Foreclosed Real Property to Former Owner DOROTHY J. SCHMIDT 95-65*
- C-3 *ORDER in the Matter of Approval of Contract 15778 for the Sale of Certain Tax Foreclosed Real Property to Former Owner ANNIE ZELLE ALCORN 95-66 1/3; TONY I. NEWTON 1/3; and LESLIE R. NEWTON 1/3*
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R-1 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

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APP R-2 *Second Reading and Possible Adoption of an ORDINANCE Repealing Ordinance 590 and Permanently Eliminating the Funders Advisory Committee* 8/4  
*Full copies available @ the back of the room.*

APP R-3 *Budget Modification NOND #6 Requesting Authorization to Transfer \$5,000 from General Fund Contingency to the Chair's Office Professional Services/Policy and Legislative Support Budget for Facilitation and Consultation Services Regarding Development of a Strategic Investment (Tax Abatement) Plan and Policy*

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Relating to the Inventory of Vehicles Impounded as Instrumentalities of a crime  
and Declaring an Emergency *Full Copies available @ the back of the room.*

**DEPARTMENT OF COMMUNITY CORRECTIONS**

*App*  
R-8 Budget Modification DCC #4 Requesting Authorization to Transfer \$3,000  
from General Fund Contingency to the DCC Administration Budget to Hire a  
Facilitator for a System Analysis Phase 1, Working with the Public Safety Jail  
Task Force **(CONTINUED FROM THURSDAY, MARCH 30, 1995)**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

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**DEPARTMENT OF HEALTH**

*App*  
R-10 Budget Modification MCHD #10 Requesting Authorization to Increase the  
Integrated Service Network Program (Care Oregon) to Reflect the Receipt of  
an Increase in the Primary Care Grant

R-11 Second Reading and Possible Adoption of an ORDINANCE Repealing MCC *816*  
Chapter 6.32 and Adopting MCC Chapter 6.33, Emergency Medical Service  
and Ambulance Code, in Order to Implement the Ambulance Service Plan for  
Multnomah County *Full Copies available @ the back of the room.*

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Thursday, April 6, 1995 - 10:00 AM  
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)

Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**BOARD BRIEFING**

B-1 Legislative Public Safety Proposals: Fiscal Impact on Multnomah County.  
Presented by Norm Monroe and Rhys Scholes. 1 HOUR REQUESTED.



MEETING DATE: APR 06 1995

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Repurchase Contract to Former Owner

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

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

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

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

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

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

Request approval of Repurchase Contract #15776 to former owner, Dorothy Schmidt.

Contract #15776 and Board Order attached.

BOARD OF  
COUNTY COMMISSIONERS  
1995 MAR 24 AM 8:52  
MULTNOMAH COUNTY  
OREGON

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: James M. Dore Rob Payne

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

*Copy of Order 95-65 Sent to Tax Title on 4-7-95.*

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of	)	
Contract 15776 for the Sale	)	ORDER
of Certain Tax Foreclosed Real	)	95-65
Property to Former Owner	)	
DOROTHY J. SCHMIDT	)	

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of \$9,047.57, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owner for that amount; now therefore

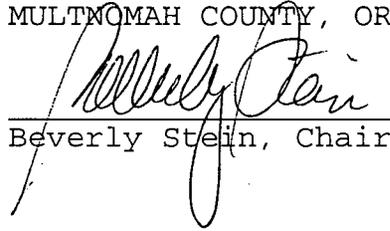
IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with DOROTHY J. SCHMIDT for the sale of real property described as BLUEGATE, LOT 32, BLOCK 1, in the County of Multnomah, State of Oregon; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyer upon successful completion of all provisions of the contract.

DATED this 6th day of April, 1995.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON




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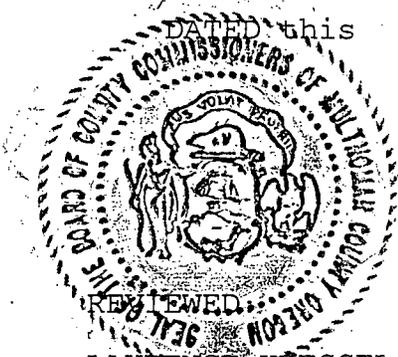
Beverly Stein, Chair

LAURENCE KRESSEL, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON




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John L. DuBay, Chief Deputy



CONTRACT 15776

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and DOROTHY J. SCHMIDT hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

BLUEGATE LOT 32, BLOCK 1

A. Purchase Price.

Purchaser agrees to pay the sum of \$9,047.57, to be paid \$904.76 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$107.65 over a term of 120 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on January 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

1. In addition to payment of installments set out in paragraph A above, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the term of this agreement.

2. Escrow for tax payments: Purchaser shall in addition to the principal and interest installments, deposit with the County a pro rata part of the ad valorem taxes and/or assessments on the Property. The amount to be deposited each month for the next 12 months, shall be set by November 15th of each year for the duration of this agreement. County shall issue a written notice no later than December 30th of each year to purchaser of the amount per month to be deposited in escrow for the following 12 months or until final payoff, whichever is shorter.

3. For purposes of this section, a tax payment is past due if not paid within 10 days after the trimester due dates (November 15, February 15, May 15). If for any reason tax payments become past due, this contract will become subject to the default provisions in Section C.1.

C. Terms and Conditions.

1. Purchaser agrees to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchaser and shall not permit any waste or removal of all or part of the improvement.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in

1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchaser will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchaser or Purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchaser demonstrates to County's reasonable satisfaction that such Hazardous Material is necessary to Purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term

effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a. and C7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchaser shall give immediate notice to County. County may make proof of loss if Purchaser fails to do so within fifteen days of casualty.

D. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten days after it is due;

2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.

3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchaser's property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.

4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his/her property.

E. Tax Notice

Until a change of address is requested, all tax statements shall be sent to the following address:

5045 NE ALBERTA CT PORTLAND OR 97218

F. Assignment

No assignment of this agreement is permitted.

G. Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by Bargain & Sale Deed.

H. Execution Deadline

This contract must be executed by Purchaser on or before December 27, 1994 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

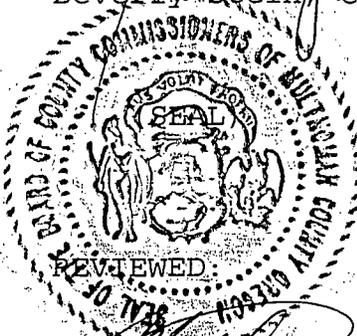
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, Purchaser has set his/her hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

By Dorothy J. Schmidt  
DOROTHY J. SCHMIDT



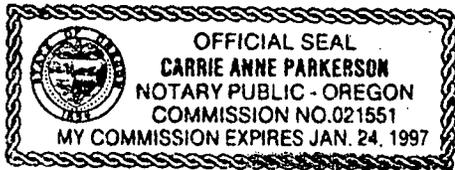
By Laurence Kressel  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

CONTRACT APPROVED:  
By Janice M. Druian  
Janice M. Druian, Director  
Assessment & Taxation

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH    )

*On this 6th day of April, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.*



*Carrie Anne Parkerson*  
Carrie Anne Parkerson  
Notary Public for Oregon  
My Commission Expires: 1/24/97

MEETING DATE: APR 06 1995

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Repurchase Contract to Former Owner

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

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

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

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

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

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

Request approval of Repurchase Contract #15778 to former owner, Annie Zelle Alcorn 1/3, Tonya I. Newton 1/3, and Leslie R. Newton 1/3.

Contract #15778 and Board Order attached.

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1995 MAR 24 AM 8:53

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: *[Signature]* *[Signature]*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

*Sent Copy of Order 95-66 to Tax Title on 4-7-95.* 6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of )  
 Contract 15778 for the Sale. ) ORDER  
 of Certain Tax Foreclosed Real ) 95-66  
 Property to Former Owner )  
 ANNIE ZELLE ALCORN 1/3 )  
 TONYA I. NEWTON 1/3 )  
 LESLIE R. NEWTON 1/3 )

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of \$9,757.76, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owner for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with ANNIE ZELLE ALCORN 1/3, TONYA I. NEWTON 1/3 and LESLIE R. NEWTON 1/3 for the sale of real property described as ALBINA HMSTD, LOT 15, BLOCK 18, in the County of Multnomah, State of Oregon; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyer upon successful completion of all provisions of the contract.

DATED this 6th day of April, 1995.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
 \_\_\_\_\_  
 Beverly Stein, Chair

LAURENCE KRESSEL, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

*John L. DuBay*  
 \_\_\_\_\_  
 John L. DuBay, Chief Deputy

CONTRACT 15778

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and ANNIE ZELLE ALCORN 1/3, TONYA I. NEWTON 1/3 and LESLIE R. NEWTON 1/3 hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

ALBINA HMSTD LOT 15, BLOCK 18

A. Purchase Price.

Purchaser agrees to pay the sum of \$9,757.76, to be paid \$975.78 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$94.41 over a term of 180 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on January 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

1. In addition to payment of installments set out in paragraph A above, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the term of this agreement.

2. Escrow for tax payments: Purchaser shall in addition to the principal and interest installments, deposit with the County a pro rata part of the ad valorem taxes and/or assessments on the Property. The amount to be deposited each month for the next 12 months, shall be set by November 15th of each year for the duration of this agreement. County shall issue a written notice no later than December 30th of each year to purchaser of the amount per month to be deposited in escrow for the following 12 months or until final payoff, whichever is shorter.

3. For purposes of this section, a tax payment is past due if not paid within 10 days after the trimester due dates (November 15, February 15, May 15). If for any reason tax payments become past due, this contract will become subject to the default provisions in Section C.1.

C. Terms and Conditions.

1. Purchaser agrees to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchaser and shall not permit any waste or removal of all or part of the improvement.

3. Purchaser will not use or permit others to use any of the

property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchaser will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchaser or Purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchaser demonstrates to County's reasonable satisfaction that such Hazardous Material is necessary to Purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not

effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a. and C7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchaser shall give immediate notice to County. County may make proof of loss if Purchaser fails to do so within fifteen days of casualty.

D. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten days after it is due;

2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.

3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchaser's property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.

4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his/her property.

E. Tax Notice

Until a change of address is requested, all tax statements shall be sent to the following address:

3966 NE CLEVELAND AVE PORTLAND OR 97212

F. Assignment

No assignment of this agreement is permitted.

G. Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by Bargain & Sale Deed.

the title to the aforesaid property by Bargain & Sale Deed.

H. Execution Deadline

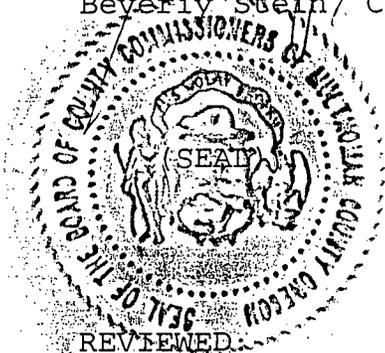
This contract must be executed by Purchaser on or before December 29th, 1994 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, Purchaser has set his/her hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair



By Laurence Kressel  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By Annie Belle Alcorn  
ANNIE ZELLE ALCORN 1/3

By Annie Belle Alcorn  
Conservator for  
TONYA I. NEWTON 1/3

By Annie Belle Alcorn  
Conservator for  
LESLIE R. NEWTON 1/3

CONTRACT APPROVED:

By P. Trabler  
Janice M. Druian, Director  
Assessment & Taxation

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH    )

*On this 6th day of April, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.*



*Carrie Anne Parkerson*  
Carrie Anne Parkerson  
Notary Public for Oregon  
My Commission Expires: 1/24/97

MEETING DATE: APR 06 1995

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Repurchase Contract to Former Owner

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

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

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

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

Request approval of Repurchase Contract #15786 to former owner, Doris Gonzalez.

Contract #15786 and Board Order attached.

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1995 MAR 24 AM 8 52

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: *James M. ...*

OR

DEPARTMENT MANAGER: *Betsy William*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

*Copy of Order 95-67 sent to Tax Title on 4-7-95<sup>6/93</sup>*

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of )  
Contract 15786 for the Sale ) ORDER  
of Certain Tax Foreclosed Real ) 95-67  
Property to Former Owner )  
DORIS A. GONZALEZ )

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of \$15,563.75, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owner for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with DORIS A. GONZALEZ for the sale of real property described as LEWIS PARK, LOT 33, BLOCK 2 , in the County of Multnomah, State of Oregon; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

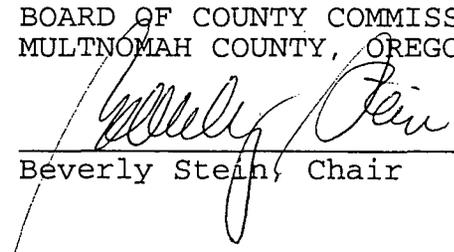
IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyer upon successful completion of all provisions of the contract.

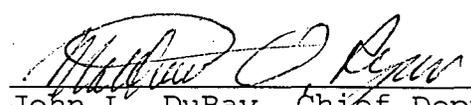
DATED this 6th day of April , 1995.



LAURENCE KRESSEL, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

  
John L. DuBay, Chief Deputy

CONTRACT 15786

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and DORIS A. GONZALEZ hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

LEWIS PARK LOT 33, BLOCK 2

A. Purchase Price.

Purchaser agrees to pay the sum of \$15,563.75, to be paid \$1,000.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$140.69 over a term of 240 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on January 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

1. In addition to payment of installments set out in paragraph A above, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the term of this agreement.

2. Escrow for tax payments: Purchaser shall in addition to the principal and interest installments, deposit with the County a pro rata part of the ad valorem taxes and/or assessments on the Property. The amount to be deposited each month for the next 12 months, shall be set by November 15th of each year for the duration of this agreement. County shall issue a written notice no later than December 30th of each year to purchaser of the amount per month to be deposited in escrow for the following 12 months or until final payoff, whichever is shorter.

3. For purposes of this section, a tax payment is past due if not paid within 10 days after the trimester due dates (November 15, February 15, May 15). If for any reason tax payments become past due, this contract will become subject to the default provisions in Section C.1.

C. Terms and Conditions.

1. Purchaser agrees to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchaser and shall not permit any waste or removal of all or part of the improvement.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in

1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchaser will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchaser or Purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchaser demonstrates to County's reasonable satisfaction that such Hazardous Material is necessary to Purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term

effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a. and C7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchaser shall give immediate notice to County. County may make proof of loss if Purchaser fails to do so within fifteen days of casualty.

#### D. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten days after it is due;

2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.

3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchaser's property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.

4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his/her property.

#### E. Tax Notice

Until a change of address is requested, all tax statements shall be sent to the following address:

226 NE 99TH AVE PORTLAND, OR 97220-4414

#### F. Assignment

No assignment of this agreement is permitted.

#### G. Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by Bargain & Sale Deed.

H. Execution Deadline

This contract must be executed by Purchaser on or before December 29, 1994 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, Purchaser has set his/her hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein Chair

By Doris A. Gonzalez  
DORIS A. GONZALEZ



By Laurence Kressel  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

CONTRACT APPROVED:

By Janice M. Druian  
Janice M. Druian, Director  
Assessment & Taxation

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH    )

*On this 6th day of April, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.*



*Carrie Anne Parkerson*  
\_\_\_\_\_  
Carrie Anne Parkerson  
Notary Public for Oregon  
My Commission Expires: 1/24/97

MEETING DATE: APR 06 1995

AGENDA NO: C-5

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Repurchase Contract to Former Owner

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

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

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

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Request approval of Repurchase Contract #15791 to former owner, Matthew E. Meaney.

Contract #15791 and Board Order attached.

BOARD OF COUNTY COMMISSIONERS  
1995 MAR 24 AM 8:52  
MULTNOMAH COUNTY  
OREGON

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: *James M. Jones* *Betsy Willia*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

*Copy of Order 95-68 Sent to Tax Title on 4-7-95.*

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of )  
Contract 15791 for the Sale ) ORDER  
of Certain Tax Foreclosed Real- ) 95-68  
Property to Former Owner )  
MATTHEW E. MEANEY )

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of \$7,099.37, which amount is not less than that required by ORS 275.180; and

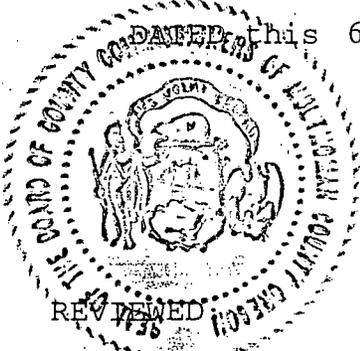
WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owner for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with MATTHEW E. MEANEY for the sale of real property described as TIOGO, LOT 7, in the County of Multnomah, State of Oregon; and

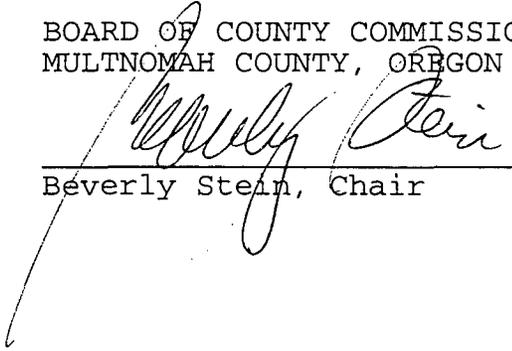
IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyer upon successful completion of all provisions of the contract.

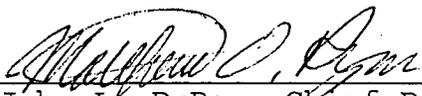
DATED this 6th day of April, 1995.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stearn, Chair

LAURENCE KRESSEL, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

  
John L. DuBay, Chief Deputy

CONTRACT 15791

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and MATTHEW E. MEANEY hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

TIOGO LOT 7

A. Purchase Price.

Purchaser agrees to pay the sum of \$7,099.37, to be paid \$706.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$97.05 over a term of 96 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on April 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

1. In addition to payment of installments set out in paragraph A above, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the term of this agreement.

2. Escrow for tax payments: Purchaser shall in addition to the principal and interest installments, deposit with the County a pro rata part of the ad valorem taxes and/or assessments on the Property. The amount to be deposited each month for the next 12 months, shall be set by November 15th of each year for the duration of this agreement. County shall issue a written notice no later than December 30th of each year to purchaser of the amount per month to be deposited in escrow for the following 12 months or until final payoff, whichever is shorter.

3. For purposes of this section, a tax payment is past due if not paid within 10 days after the trimester due dates (November 15, February 15, May 15). If for any reason tax payments become past due, this contract will become subject to the default provisions in Section C.1.

C. Terms and Conditions.

1. Purchaser agrees to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchaser and shall not permit any waste or removal of all or part of the improvement.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in

1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchaser will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchaser or Purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchaser demonstrates to County's reasonable satisfaction that such Hazardous Material is necessary to Purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term

effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a. and C7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchaser shall give immediate notice to County. County may make proof of loss if Purchaser fails to do so within fifteen days of casualty.

D. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten days after it is due;

2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.

3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchaser's property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.

4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his/her property.

E. Tax Notice

Until a change of address is requested, all tax statements shall be sent to the following address:

10154 N TIOGA AVE PORTLAND OR 97203-1734

F. Assignment

No assignment of this agreement is permitted.

G. Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by Bargain & Sale Deed.

H. Execution Deadline

This contract must be executed by Purchaser on or before February 20, 1995 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, Purchaser has set his/her hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*  
Beverly Stein, Chair

By *Matthew E. Meaney* 2-21-95  
MATTHEW E. MEANEY



By *Matthew O. Ryan*  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

CONTRACT APPROVED:  
By *K. A. Junberg*  
Janice M. Druian, Director  
Assessment & Taxation

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH    )

*On this 6th day of April, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.*



*Carrie Anne Parkerson*  
Carrie Anne Parkerson  
Notary Public for Oregon  
My Commission Expires: 1/24/97

MEETING DATE: APR 06 1995

AGENDA NO: C-6

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Repurchase Deed to Former Owner

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

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

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

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

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

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

Request approval of Repurchase Deed to former owner,..FIRST INTERSTATE BANK OF OREGON, N.A., TRUSTEE OF SEAMAN FAMILY TRUST.

Deed D951167 and Board Order attached.

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1995 MAR 24 AM 9:52

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: *James M. Dan* *Ed Payne*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

*Copy of Order 95-69 sent to Tax Title on 4-7-95.*

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Deed D951167 for Repurchase of ) ORDER 95-69  
Tax Acquired Property to )  
Former Owner )  
FIRST INTERSTATE BANK OF OREGON, N.A., )  
TRUSTEE OF SEAMAN FAMILY TRUST )

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that FIRST INTERSTATE BANK OF OREGON, N.A., TRUSTEE OF SEAMAN FAMILY TRUST is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$15,612.52 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

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

LINCOLN PARK ANNEX  
LOT 2, BLOCK 7

Dated at Portland, Oregon this 6th day of April, 1995.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair

REVIEWED  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By *Matthew O. Ryan*

DEED D951167

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to FIRST INTERSTATE BANK OF OREGON, N.A., TRUSTEE OF SEAMAN FAMILY TRUST, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LINCOLN PARK ANNEX  
LOT 2, BLOCK 7

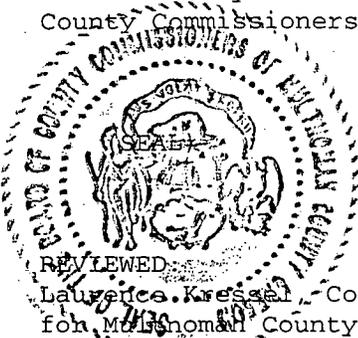
The true and actual consideration paid for this transfer, stated in terms of dollars is \$15,612.52.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning department to verify approved uses.

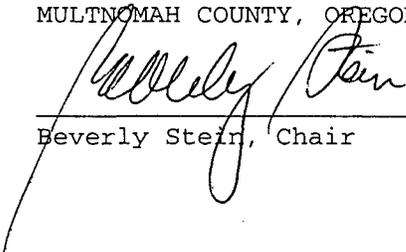
Until a change is requested, all tax statements shall be sent to the following address:

PO BOX 2971  
PORTLAND OR 97208

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 6th day of April, 1995, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Steir, Chair

By   
Lawrence Kressel, County Counsel  
for Multnomah County, Oregon

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

By   
K. A. Juneberg

After recording return to Multnomah County Tax Title PO Box 2716 Portland, Or 97208 166/200/Tax Collections

STATE OF OREGON            )  
  ) SS  
COUNTY OF MULTNOMAH )

*On this 6th day of April, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.*



*Carrie Anne Parkerson*  
Carrie Anne Parkerson  
Notary Public for Oregon  
My Commission Expires: 1/24/97

MEETING DATE: APR 06 1995

AGENDA NO: C-7

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

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

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

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

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

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

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

Request approval of deed to contract purchaser for completion of Contract #15639 (Property originally repurchased by former contract purchaser.)

Deed D951176 and Board Order attached.

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1995 MAR 24 AM 9 52

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: *James W. Dan* *[Signature]*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

*Copy of Order 95-70 sent to Tax Title on 4-7-95.*

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D951176 Upon Complete Performance of ) ORDER  
a Contract to ) 95-70  
)  
)  
)  
)

EARL L. MOYLE

It appearing that heretofore on December 13, 1991, Multnomah County entered into a contract with EARL L. MOYLE for the sale of the real property hereinafter described; and

That the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser;

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

PADDOCK ACRES  
INC PT VAC ST, E 60.53' OF  
S 100' OF LOT 7, BLOCK 6

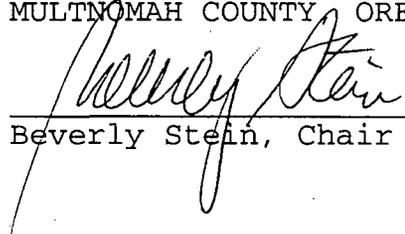
Dated at Portland, Oregon this 6th day of April, 1995.



REVIEWED

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

By   
Matthew O. Ryan

DEED D951176

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to EARL L. MOYLE, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

PADDOCK ACRES  
INC PT VAC ST, E 60.53' OF  
S 100' OF LOT 7, BLOCK 6

The true and actual consideration paid for this transfer, stated in terms of dollars is \$12,187.84.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Until a change is requested, all tax statements shall be sent to the following address:

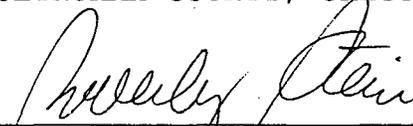
4601 NE 72ND AVE  
PORTLAND, OR 97218

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 6th day of April, 1995, by authority of an Order of the Board of County Commissioners heretofore entered of record.

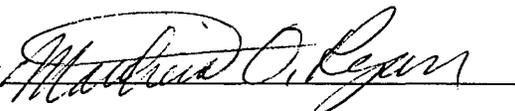


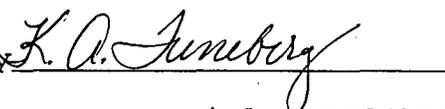
REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

By 

By 

After recording, return to Multnomah County Tax Title, 166/200

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH )

*On this 6th day of April, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.*



*Carrie Anne Parkerson*  
Carrie Anne Parkerson  
Notary Public for Oregon  
My Commission Expires: 1/24/97

MEETING DATE: APR 06 1995

AGENDA NO: C-8

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

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

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

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

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

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

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

Request approval of deed to contract purchaser for completion of Contract #15398 (Property originally repurchased by former owner).

Deed D951178 and Board Order attached.

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1995 MAR 24 AM 8:53

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: *[Signature]*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

*Copy of Order 95-71 sent to Tax Title on 4-7-95.*

DEED D951178

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to BETTY L. SHELLY (n.k.a. BETTY URBANSKI), Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

BRENTWOOD & SUB  
N 24' OF LOT 11, BLOCK 29,  
S 50' OF LOT 12, BLOCK 29

The true and actual consideration paid for this transfer, stated in terms of dollars is \$6,248.33.

This deed is given in fulfillment of that contract recorded June 29, 1987 in Book 2019, Page 1299.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Until a change is requested, all tax statements shall be sent to the following address:

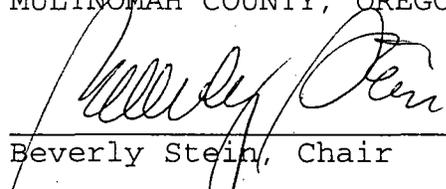
6920 SE 62ND AVE  
PORTLAND, OR 97206

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this            day of            1995, by authority of an Order of the Board of County Commissioners heretofore entered of record.



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

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

By  \_\_\_\_\_

By  \_\_\_\_\_

After recording, return to Multnomah County Tax Title, 166/200

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D951178 Upon Complete Performance of ) ORDER  
a Contract to ) 95-71  
)  
BETTY L. SHELLY )  
(n.k.a. BETTY URBANSKI) )

It appearing that heretofore on June 22, 1987, Multnomah County entered into a contract with BETTY L. SHELLY (n.k.a. BETTY URBANSKI) for the sale of the real property hereinafter described; and

That the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser;

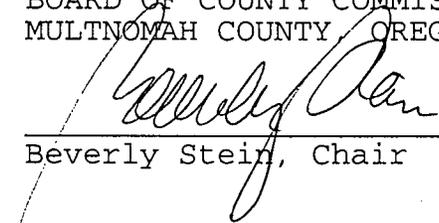
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

BRENTWOOD & SUB  
N 24' OF LOT 11, BLOCK 29,  
S 50' OF LOT 12, BLOCK 29

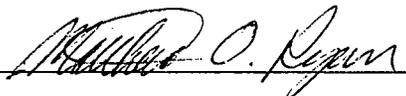
Dated at Portland, Oregon this 6th day of April, 1995.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

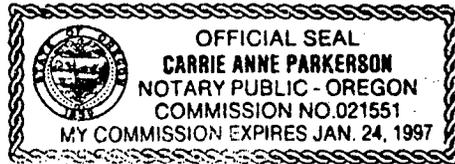
REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

BY   
\_\_\_\_\_

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH )

*On this 6th day of April, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.*



*Carrie Anne Parkerson*  
Carrie Anne Parkerson  
Notary Public for Oregon  
My Commission Expires: 1/24/97

Contract #800036

MEETING DATE: APR 06 1995

AGENDA NO: C-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between U.S. Forest Service and the Sheriffs Office

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: April 6, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

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

PERSON(S) MAKING PRESENTATION: Sheriff John Bunnell

ACTION REQUESTED:

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

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

Ratification of an Intergovernmental Agreement, Contract #800036, between U.S. Forest Service and the Sheriffs Office to enforce Federal/State laws and regulations in the National Forest, for the period May 25, 1995 through September 4, 1995. RENEWAL.

SIGNATURES REQUIRED:

CONSENT

ELECTED OFFICIAL: John Bunnell

OR

DEPARTMENT MANAGER: ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

BOARD OF COUNTY COMMISSIONERS TONGUE RIVER COUNTY OREGON 1995 MAR 24 PM 3:14

Any Questions: Call the Office of the Board Clerk 248-3277/5222 0516C/63 6/93



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800036

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

<p><b>CLASS I</b></p> <input type="checkbox"/> Professional Services under \$25,000	<p><b>CLASS II</b></p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p><b>CLASS III</b></p> <input checked="" type="checkbox"/> Intergovernmental Agreement  <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS          AGENDA # <u>C-9</u> DATE <u>4/6/95</u>  <u>Carrie A. Parkerson</u>          BOARD CLERK</p>
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Department SHERIFF'S OFFICE Division ENFORCEMENT Date MARCH 22, 1995

Contract Originator CAPT. PIETER VAN DYKE Phone 251-2501 Bldg/Room 313/

Administrative Contact LARRY AAB Phone 251-2489 Bldg/Room 313/231

Description of Contract ENFORCE FEDERAL/STATE LAWS AND REGULATIONS IN THE NATIONAL FOREST.

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

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

Contractor Name MT. HOOD NATIONAL FOREST  
 Mailing Address 2955 NW DIVISION ST  
GRESHAM OR 97030  
 Phone 666-0789 ATTN: MIKE POWERS  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date MAY 25, 1995  
 Termination Date SEPTEMBER 4, 1995  
 Original Contract Amount \$ 36,932.00  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ \_\_\_\_\_

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 *Pieter Van Dyke* 3-23-95

Purchasing Director (Class II Contracts Only) \_\_\_\_\_

County Counsel *Carrie A. Parkerson*

County Chair / Sheriff *Larry Aab*

Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

Encumber: Yes  No

Date \_\_\_\_\_

Date \_\_\_\_\_

Date 3/24/95

Date 4/6/95

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC	IND
01.	100	025	3311			2003						
02.												
03.												

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION    CANARY - INITIATOR    PINK - FINANCE

ORIGINAL

ATTACHMENT VII

MULTNOMAH COUNTY

JOINT OPERATION AND FINANCIAL PLAN

1995

Reimbursable service request by the Forest Service, made and agreed to this 1st day of February, 1995, by and between the Service and the Multnomah County Sheriff, becomes a part of the agreement between said parties dated May 19, 1986.

1. Assignment of one Deputy Sheriff, fully equipped, with motor vehicle, to patrol National Forest lands within the Columbia Gorge Ranger District and the Columbia River Gorge National Scenic Area (NSA). The patrol will concentrate on National Forest picnic areas, campgrounds, vehicle parking areas, trailhead and other more dispersed recreation areas. Suggested patrol routes are outlined in attachment A and B of this plan.

Patrol routes identified in attachments A and B are guidelines. Routes may be varied at the discretion of the cooperating Deputy in order to effectively deal with problems at other locations as problems develop.

Forest patrols will begin May 25, 1995 and end September 4, 1995. The tour of duty May 25, through September 4, will be 10 hours each day on Thursday, Friday, Saturday, and Sunday of each week, as well as national holidays on May 29, July 4 and September 4, 1995.

Each duty tour should begin between 10 A.M., and 2 P.M., however, daily work hours may be varied after mutual agreement between the Cooperators representative and the Services Contracting Officers Representative.

The Service requests the cooperating Deputy check in with Mt. Hood National Forest Dispatch Center by radio or telephone at the beginning of each duty tour.

2. When requested by the Service, the Cooperator agrees to dispatch additional Deputies, as necessary, within manpower capabilities, to unforeseen, or emergency situations. These situations may include fire camp security and patrols. Any fire duty will be paid separately from this agreement.

**Contract #800036**

3. Cooperator personnel assigned to duties in items 1, and 2 above, will be state certified law enforcement officers, or category 1 reserve officers employed by and responsible to the Multnomah County Sheriff.

4. Cooperator agrees to provide for the enforcement of State of Oregon and other local laws and regulations, which relate to the protection of the recreating public and their property.

5. It is understood by both parties that there will be patrol related and other activities, which will impact the Cooperating Deputy's time and cause him to be away from the patrol route (court, reports, or responding to incidents off the National Forest). No adjustment to this plan will be required so long as the activities are held to a reasonable minimum.

6. Rate schedule for reimbursable service: for the service identified in item 1 above, the service agrees to reimburse the Cooperator at the rate of \$57.60 per hour for the period May 25, 1995 through June 30, 1995 and \$59.21 per hour for the period July 1, 1995 through September 4, 1995. Total reimbursement for the service is \$36,932.00.

For services identified in item 3 above, the service agrees to reimburse the Cooperator on an actual cost basis, which will include salaries, other payroll expenses, administration costs, and equipment use and supplies.

Total amount to be paid under the terms of this operating plan cannot exceed \$37,000.00

7. Itemized billings for reimbursement will be furnished at the end of each county accounting period, along with a certification the services have been performed.

The Cooperator agrees to furnish copies of the Deputy's daily activity log sheets, which will contain sufficient information for an understanding of the Deputy's activities and the time periods covered. The Cooperator also agrees to complete a Cooperative Law Enforcement Activity Report (form 5300-5) at the end of each month. A supply of the required form will be provided to the Cooperator by the Service.

Itemized billings, copies of the Deputy's daily log sheets and completed form 5300-5 will be sent to the Area Manager, Columbia River Gorge National Scenic Area, 902 Wasco Ave., Suite 200, Hood River, OR 97031.

8. It is agreed that search and rescue within the Columbia Gorge Ranger District and the portion of the Columbia River Gorge National Scenic Area within Multnomah County, is the responsibility of the Multnomah County Sheriff. It is also agreed that the role of the Deputy assigned to the duties described in item 1 above, is to take initial action on search and rescue incidents and to coordinate subsequent (short-term) activities.

9. The Service will furnish one radio for the use of the Deputy identified in item one. The Cooperator will service and maintain the radio to insure it is in good working order. The Service will retain ownership of the radio. The following described radio has been provided to the Cooperator:

One 16 channel Phoenix mobile radio serial number 4420825

10. Designated representatives: The following persons are designated by the Service to make, or receive requests for service under this agreement.

Mike Powers, Forest Special Agent, Contracting Officer's Representative (Alternate), Mt. Hood National Forest, office 666-0789, home 655-2629.

Mike Boynton, Archaeologist, Contracting Officers Representative, CRGNSA, office 386-2333, Home 354-3245.

The Mt. Hood Forest Supervisors Fire Management 24 hour emergency telephone answering service, 667-6410, is available for use in emergencies.

The following persons are designated as contact persons or inspectors:  
Ron Barnas, Law Enforcement Officer, office 695-2276, home 630-2596  
Mickey Lehnen, Law Enforcement Officer, office 386-2333, Home 667-9974.  
Bing Beckman, Fire Management Officer, office 695-2276.

The following persons are designated by the Cooperator to make, or receive requests for service under this agreement.

Chief Rod Englert, Multnomah County, Office 255-3600, ext. 401.

Acting Captain Pieter VanDyke, Multnomah County, Office 251-2425.

Sgt. Bob Boertien, Multnomah County, Office 255-3600, ext. 340.

JOINT OPERATING AND FINANCIAL PLAN

Plan Approval

FOREST SERVICE

By \_\_\_\_\_  
Forest Supervisor

Date \_\_\_\_\_

BY \_\_\_\_\_  
Area Manager

Date \_\_\_\_\_

COOPERATOR

By \_\_\_\_\_  
Sheriff

Date \_\_\_\_\_

Reviewed by County Counsel  
for Multnomah County, OR

By \_\_\_\_\_

Date 3/24/95

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # 29 DATE 4-6-95  
Arri H. Peterson  
BOARD CLERK

ATTACHMENT A

Patrol route A----to be patrolled daily.

The Scenic Highway to Eagle Creek, Larch Mountain area, and the Camp A Loop with special attention paid to the following:

1. Wahkeena Falls, trailhead and picnic area.
2. Multnomah Falls, vistas and parking areas.
3. Oneonta Trailhead, parking area.
4. Horsetail Falls Trailhead, parking area.
5. Nesmith Trailhead, parking area.
6. Tanner Creek Road.
7. Eagle Creek Trailhead, picnic area and campground.
8. Overlook, adjacent camping and parking areas.
9. Larch Mountain, parking areas, Camp A Loop (if open) and picnic areas.
10. Wahclella Falls Trailhead.
11. Sandy River Delta.

ATTACHMENT B

Patrol route B--secondary route to be patrolled once each week.

Route includes dispersed recreation locations along the Bonneville powerline right-of-way road from Larch Mountain to Gordon Creek road. If this area has been closed by the Forest Service and Bonneville, the patrol will only involve checking the gates at road 1509 and road 20.

APR 06 1995

MEETING DATE: ~~3/20/95~~

AGENDA NO: C-10

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: IGA Renewal - Multnomah County, DCC & City of Portland, Parks

REGULAR MEETING: Date Requested: ~~3/20/95~~ 4/6/95

Amount of Time Needed: Consent

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

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

DEPARTMENT: Community Corrections DIVISION: Community Service

CONTACT: Cate Connell TELEPHONE #: 3198  
BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Cate Connell & Michael Haines

**ACTION REQUESTED:**

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

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

Renewal of IGA between the City of Portland Parks Bureau and the Department of Community Corrections to compensate Multnomah county for providing two trained crew leaders and Alternative Community Service crews to work in areas maintained by the Bureau of Parks and Recreation. Revenue will not exceed \$113,075.

MULTNOMAH COUNTY  
COMMUNITY SERVICE  
APR 06 1995 10:00

**SIGNATURES REQUIRED:**

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

OR  
DEPARTMENT MANAGER: M. Tamara Holt

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

PLAC.FORM

*Originals sent to Cate Connell on 4-7-95.*



CONTRACT APPROVAL FORM  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 900026

Amendment #

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement  <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-10</u> DATE <u>4/6/95</u>  <u>Carrie Parkerson</u>          BOARD CLERK</p>
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Department COMMUNITY CORRECTIONS Division WEST DISTRICT Date 3/13/95

Contract Originator Cate Connell Phone 248-3198 Bldg/Room 162/ACS

Administrative Contact Sherine Murphy Phone 248-3701 Bldg/Room 161/600

Description of Contract For the purpose of compensating Multnomah County for providing trained crew leaders and Alternative Community Service crews to work in areas maintained by Bureau of Parks and Recreation.

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

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  ORF

Contractor Name CITY OF PORTLAND

Mailing Address 6437 S.E. DIVISION  
PORTLAND, OR 97206

Phone \_\_\_\_\_

Employer ID# or SS# 823-1605

Effective Date July 01, 1995

Termination Date June 30, 1996

Original Contract Amount \$ ~~xxxxxxx~~ \$113,075 (F)

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

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

Total Amount of Agreement \$ \$113,075 (S)

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

- Lump Sum \$ \_\_\_\_\_  Due on receipt
- Monthly \$ \_\_\_\_\_  Net 30
- Other \$ \_\_\_\_\_  Other \_\_\_\_\_
- Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

Requirements Not to Exceed \$ \_\_\_\_\_

Encumber: Yes  No

Date 3-16-95

Date \_\_\_\_\_

Date 3/24/95

Date 4/6/95

Date \_\_\_\_\_

REQUIRED SIGNATURES:

Department Manager M Tamara Holden

Purchasing Director (Class II Contracts Only) \_\_\_\_\_

County Counsel Beverly A. Hunt

County Chair / Sheriff \_\_\_\_\_

Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	021	2801			2773				109,781	
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

INTER-GOVERNMENTAL AGREEMENT

This Agreement for Services (Agreement) is between the City of Portland, Oregon (City) and Multnomah County (Contractor).

RECITALS:

This agreement is for the purpose of paying Multnomah County for providing trained crew leaders and Alternative Community Service crews to work in areas maintained by the Bureau of Parks & Recreation.

AGREEMENT:

1. SCOPE OF CONTRACTOR SERVICES

(a) The Contractor shall provide services specifically to Portland Parks and Recreation. The Contractor shall provide the City those services set out below:

The Contractor shall provide the services of two full-time Alternative Community Service (A.C.S.) crew leaders to work in sites maintained by Portland Parks and Recreation.

The Contractor shall also provide nine A.C.S. crews per week.

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

(1.) The Contractor shall provide a total of nine crews per week for work in the City of Portland's Parks, golf courses and other sites. The crew leaders shall be employees of Multnomah County.

(2.) The contractor shall be the employer of the crew leader and is responsible for recruiting, training, payroll, benefits & discipline without limitation.

(3.) The City of Portland payment for said services shall include the costs of the salary and benefits for two full-time crew leader positions, costs of crew transportation, and equipment and supplies to support the crews. The Contractor shall provide all insurance called for in this contract.

(4.) The Contractor shall perform all the administrative tasks of recruiting and screening A.C.S. clients to perform work for the Parks Bureau.

2. SCOPE OF CITY SERVICES

(a) The City shall provide the tools and supplies necessary to complete the job assignments at the work sites. The City shall provide a calendar of work to be performed in a timely manner. The Park Bureau's Senior Facilities and

Maintenance Supervisor shall assist the contractor in scheduling work sites, insuring adequate technical assistance is available when appropriate, and specialized equipment is accessible as necessary.

The City shall assist in training the crew leaders specifically in technical areas of Park Operations and where the crew leaders will be responsible for directing the work of others without benefit of the expertise of other Park and Recreation employees.

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

(1.) The City shall provide a monthly schedule of the work to be performed.

(2.) Prior to the work day, or on the work site, the City shall provide technical training to the crew leaders on how the work is to be performed.

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 the contractor an amount not to exceed \$113,075 as compensation for the Contractor's work.

4. BILLING AND PAYMENT PROCEDURE

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

Prior to the beginning of each quarter, the Contractor shall submit to the City a bill for services for that quarter, equal to 1/4 of the total compensation. All compensation provided for under this contract shall be submitted by the contractor no later than two weeks prior to June 30, 1996.

5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of July 1, 1995 and shall terminate as of June 30, 1996.

6. EARLY TERMINATION OF AGREEMENT

(a) The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its' sole discretion.

(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 (6a) or (6b) (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 early termination all Contractor's work product will become and remain property of the City.

8. CITY PROJECT MANAGER

(a) The City Project Manager shall be Anne

Kowalishen, Senior Facilities and Maintenance

Supervisor, or such other person as shall be designated in writing by the Director of Portland Parks and Recreation.

(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.

9. COMPLIANCE WITH LAWS

In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.

10. 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.

11. INDEMNIFICATION

(a) The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising out of the acts, errors, or omissions, of the contractor or any subcontractor's work under this Agreement.

(b) The City shall hold harmless, defend, and indemnify the Contractor and the Contractor's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising out of the acts, errors, or omissions of the City under this Agreement.

12. LIABILITY INSURANCE

(a) The Contractor is a fully self-insured government agency. The Contractor shall provide to this City a certificate evidencing it is a self-insured for purposes of Workers' Compensation as required by ORS 656.430 before this agreement is executed.

(b) The City shall provide coverage for city owned

motor vehicles.

13. WORKERS' COMPENSATION INSURANCE

(a) The Contractor, its subcontractors, if any, and all employees working under this Agreement are subject employers under the Oregon Workers' compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit A, if applicable, and shall be incorporated herein and made a term and part of this Agreement. The contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

(b) In the event the Contractor's workers' compensation insurance coverage is due to expire during the term of this Agreement, the Contractor agrees to timely renew its insurance as a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.

14. 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 obligations 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.

15. 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.

16. 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 employees, and A.C.S. workers 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.

17. 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: Anne Kowalishen (or replacement)  
Senior Facilities & Maintenance  
Supervisor  
6437 SE Division  
Portland, OR 97206

If to the Contractor: Tamara Holden (or replacement)  
Director  
421 SW 5th, Suite 600  
Portland, OR 97205

18. 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.

19. 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).

20. PROGRESS REPORTS

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

- (a) Park District or work unit receiving service
- (b) Specific parks or sites receiving service
- (c) General type of work performed
- (d) Crew days worked
- (e) Actual number of clients involved
- (f) Total hours per Park District or Work unit

(g) Approximate value of service (based on  
\$6.80 (+COLA) wage)

21. INTEGRATION

This Agreement contains the entire agreement between the City and the Contractor and supersedes all prior written or oral discussions or agreements. This agreement supersedes the agreement authorized by Ordinance 166859. That agreement is hereby terminated.

22. 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.

23. PROHIBITED INTEREST

No City of Portland Park Bureau employee who participated in the award of this Agreement shall be employed by the Contractor's Department of Community Corrections during the period of the Agreement.

24. 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.

25. FUNDS

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

26. COMMENCEMENT OF WORK

Contractor agrees that work being done pursuant to this contract 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.

27. ADDITIONAL PROVISIONS

APPROVED AS TO FORM:

MULTNOMAH COUNTY

CONTRACTOR:

M. Tamara Holden

APPROVED AS TO FORM:

By:

Tamara Holden

By:

[Signature]

Title:

Director, Multnomah Co.

MULTNOMAH COUNTY

Department of Corrections

COUNSEL

Date:

3-16-95

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA #

C-10 DATE 4-6-95

[Signature]

BOARD CLERK

By:

[Signature]

Name:

Bev Stein

Title:

Chair, Multnomah County

Board of Commissioners

Date:

4-6-95

By:

[Signature]

Name:

Cate Connell

Title:

Program Administrator

Date:

3/7/95

APPROVED AS TO FORM:

CITY OF PORTLAND

By:

By:

Name:

CITY ATTORNEY

Title:

MEETING DATE: ~~MAR 30 1995~~ APR 0 6 1995

AGENDA NO: R-21 R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: An Ordinance repealing Ordinance 590 and permanently eliminating the Funders Advisory Committee.

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested:

March 30, 1995

Amount of Time Needed:

5 minutes

DEPARTMENT: Non-Departmental

DIVISION: BCC/Cmsnr Dan Saltzman

CONTACT:

TELEPHONE #: 248-5220

BLDG/ROOM #: 106/1500-1

PERSON(S) MAKING PRESENTATION: Commissioner Dan Saltzman

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Repealing Ordinance 590 and permanently eliminating the Funders Advisory Committee has the full support of current FAC membership. Other groups, such as the Housing and Community Development Commission and the Community Action Commission, are now in place to service the function originally assigned to the FAC.

SIGNATURES REQUIRED:

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

*Handwritten signature: Dan Saltzman*

OR

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

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1995 MAR 22 PM 2 12

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

*Copies of Ordinance # 814 sent to Ordin. Sub. list on 4-10-95.*

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COMMISSIONER DAN SALTZMAN

TODAY'S DATE: MARCH 20, 1995

REQUESTED PLACEMENT DATE: MARCH 30, 1995

RE: Ordinance repealing Ordinance 590 and permanently eliminating the Funders Advisory Committee.

I. Recommendation/Action Requested:

Approval of Ordinance.

II. Background/Analysis

On September 1, 1988, The Board of County Commissioners passed Ordinance 590 which formally established the Funders Advisory Committee (FAC). At this time, the cities of Portland and Gresham also took formal action in the creation of the FAC.

Since 1988 the FAC has provided an important forum for community leaders to discuss the issue of homelessness. However, other groups, i.e. the Housing and Community Development Commission and the Community Action Commission, are now in place to serve the function ordinarily assigned to the FAC.

This Ordinance, and the subsequent repeal of Ordinance 590, has the support of the members of the FAC and those in the community who are working toward the common goal of eliminating homelessness.

The eliminating of the FAC is a timely response to the current approach that our community now takes in addressing the root causes, not solely the effects, of homelessness.

III. Financial Impact

None.

IV. Legal Issues

None are apparent.

V. Controversial Issues

None. The elimination of the FAC has the support of its membership.

VI. Link to Current County Policies:

None.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

The cities of Portland and Gresham will also be taking formal action in the eliminations of the FAC.

**ORDINANCE FACT SHEET**

Ordinance Title: An Ordinance repealing Ordinance 590 and permanently eliminating the Funders Advisory Committee.

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

Repealing Ordinance 590 and permanently eliminating the Funders Advisory Committee has the full support of current FAC membership. Other groups, such as the Housing and Community Development Commission and the Community Action Commission, are now in place to service the function originally assigned to the FAC.

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

The Cities of Gresham and Portland will also be taking formal action in the elimination of the FAC.

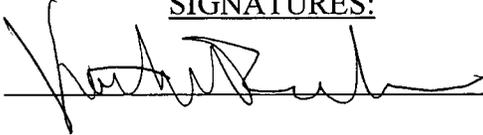
What has been the experience in other areas with this type of legislation?

N/A

What is the fiscal impact, if any?

None

**SIGNATURES:**

Person Filling Out Form: 

Planning & Budget Division (if fiscal impact): \_\_\_\_\_

Department Manager/Elected Official: \_\_\_\_\_

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ORDINANCE NO. 814

An Ordinance Repealing Ordinance 590 and Permanently Eliminating the Funders Advisory Committee.

Multnomah County ordains as follows:

SECTION I. FINDINGS

A. On September 1, 1988, the Multnomah County Board of Commissioners adopted Ordinance 590 which formally established the Funders Advisory Committee (FAC).

B. The cities of Portland and Gresham also took formal action in the creation of the FAC.

C. Since 1988 the FAC has provided an important forum for community leaders to discuss the issue of homelessness.

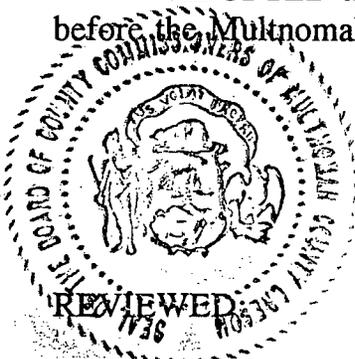
D. Other groups, i.e., the Housing and Community Development Commission and the Community Action Commission, are now in place to serve the function originally assigned to the FAC.

SECTION II. ELIMINATION OF THE COMMITTEE

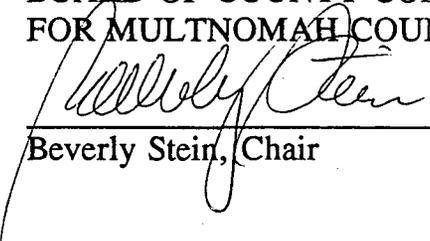
A. Ordinance 590 is repealed. The FAC is hereby eliminated with the unanimous consent of its membership and supporters.

B. The elimination of the FAC is a timely response to the current approach that our community now takes in addressing the root causes, not solely the effects, of homelessness.

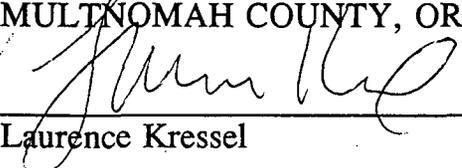
ADOPTED this 6th day of April, 1995, being the date of its second reading before the Multnomah County Board of Commissioners.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

LAURENCE KRESSEL, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

  
Laurence Kressel

✓ **PLEASE PRINT LEGIBLY!**

**MEETING DATE** April 6, 1993

**NAME**

Russ Farrell

**ADDRESS**

3174 MIZ 43

**STREET**

Port  
**CITY**

97213  
**ZIP**

*Public Comment*

**I WISH TO SPEAK ON AGENDA ITEM NO.** R-1

**SUPPORT**

Strategic Investment  
**OPPOSE**  
**SUBMIT TO BOARD CLERK**

Strategic Investment

✓  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE** April 6, 1995

**NAME**

Tom CROPPER

**ADDRESS**

P.O. BOX 18025

**STREET**

Portland OR 97218

**CITY**

**ZIP**

**I WISH TO SPEAK ON AGENDA ITEM NO.**

R-3

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

**BUDGET MODIFICATION NO.** Nond-6

(For Clerk's Use) Meeting Date APR 06 1995  
Agenda No. R-3

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

(Date)

DEPARTMENT Nondepartmental  
CONTACT Delma Farrell  
\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD \_\_\_\_\_

DIVISION County Chair's Office  
TELEPHONE 248-3953  
\_\_\_\_\_  
Sharon Timko

**SUGGESTED**

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

Budget Modification Nond No. 6 transferring \$5,000 from general fund contingency to Policy/Legislative Support Organization No. 9385 for facilitating and consulting services regarding developing a tax abatement policy/plan.

(Estimated Time Needed on the Agenda)

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

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Earlier this year, the Board approved transferring \$5,000 from general fund contingency for consulting/facilitating services to assist in developing a county tax abatement policy/plan. This Budget Modification accomplishes the transfer from general fund contingency to Org. 9385 Policy and Legislative Support, Professional Services line item (6110).

BOARD OF  
COUNTY COMMISSIONERS  
1995 MAR 30 11 10 AM  
MULTNOMAH COUNTY  
OREGON

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

N/A

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

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

Originated By <u>Delma Farrell</u> Budget Analyst	Date <u>3/15/95</u> Date	Department Manager <u>Beverly Steind</u> Personnel Analyst	Date <u>3/15/95</u> Date
Board Approval <u>Cecilia A. Parker</u>		Date <u>4-6-95</u>	



# REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. \_\_\_\_\_ 2. Amount requested from General Fund Contingency: \$5,000

3. Summary of request:

Earlier this year, the Board approved setting aside \$5,000 in general fund contingency for facilitating consulting services in developing the County's tax abatement plan/policy. This Budget Modification accomplishes the transfer of funds into the Policy/Legislative Support Organization No. 9385, Professional Services line item.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? NO. If so, when? \_\_\_\_\_  
If so, what were the circumstances of its denial?

5. Why was this expenditure not included in the annual budget process?

The tax abatement issue arose in early 1995.

6. What efforts have been made to identify funds from another source within the Department, to cover this expenditure? Why are no other Departmental sources of funds available?

7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

8. This request is for a (Quarterly \_\_\_\_\_, Emergency \_\_\_\_\_) review.

9. FOR EMERGENCY REQUESTS ONLY: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.

10. Attach any additional information or comments you feel helpful.

Beverly Steen D  
Signature of Department Head/Elected Official

3/15/95  
Date



# MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN

DAN SALTZMAN

GARY HANSEN

TANYA COLLIER

SHARRON KELLEY

BUDGET & QUALITY

PORTLAND BUILDING

1120 S.W. FIFTH - ROOM 1400

P. O. BOX 14700

PORTLAND, OR 97214

PHONE (503) 248-3883

**TO:** Board of County Commissioners

**FROM:** Ching Hay, Budget Analyst *CH*

**DATE:** April 4, 1995

**REQUESTED PLACEMENT DATE:** 4/6/95

**SUBJECT:** Budget Modification Nond #6

BOARD OF  
COUNTY COMMISSIONERS  
1995 APR - 4 PM 12:25  
MULTNOMAH COUNTY  
OREGON

I. Recommendation/Action Requested:

Recommend Approval of Budget Modification Nond #6

II. Background/Analysis:

This budget modification requests \$5,000 from General Fund contingency for facilitation and consulting services for developing County Strategic Investment Policy. Further analysis is provided by Sharon Timko's report.

III. Financial Impact:

Reduces General Fund Contingency by \$5,000. It is a one time only item.

IV. Legal Issues:

It meets contingency criteria because it was not anticipated when the budget was prepared, would result in efficiencies, and is one time only.

V. Controversial Issues:

See Sharon Timko's report.

VI. Link to Current County Policies:

See Sharon Timko's report

VII. Citizen Participation:

See Sharon Timko's report

VIII. Other Government Participation:

See Sharon Timko's report.



## 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

### M E M O R A N D U M

TO: Board of County Commissioners  
FROM: Sharon Timko  
DATE: April 4, 1995  
RE: Budget Modification Nond #6 Requesting  
Authorization to Transfer \$5,000 from General Fund  
Contingency to Legislative Support/Policy Org. 9385

#### I. Recommendation/Action Requested:

Recommend approval of transfer from general fund contingency \$5,000.00 to Legislative Support/Policy Org. 9385 to fund facilitating/consulting services in the development of a tax abatement policy.

#### II. Background/Analysis:

In March of 1995, the Board approved transfer of \$5,000 from general fund contingency to fund facilitating and consulting services for the development of a tax abatement policy.

#### III. Financial Impact:

The general fund contingency will be reduced by \$5,000.00. The professional services line item within the Legislative Support/Policy (Org. 9385) budget will be increased by \$5,000.00. This is a one time only item. Portland General Electric has contributed \$3,500.00 to assist in funding facilitation and consulting services which are expected to be about \$8,500.00

#### IV. Legal Issues:

None.

#### V. Controversial Issues:

Property tax abatement is controversial. These funds have helped fully explore the issues and develop a policy.

#### VI. Link to Current County Policies:

Meets Good Government Benchmark because it would result in a consistent policy for tax abatement.



VII. Citizen Participation:

A public hearing was held to receive input on whether the County should advance a tax abatement policy. Another public hearing is scheduled April 11, 1995 to receive comment on a draft final tax abatement policy.

VIII. Other Government Participation:

A Technical Advisory Committee was convened by the Board to develop a draft tax abatement policy. The Committee included participation from other governments, including cities of Gresham and Portland, Portland State University/Institute for Metropolitan Studies, State of Oregon Economic Development Department, Portland Development Commission.

The Board invited the mayors of Troutdale, Gresham, Portland, Fairview, Wood Village and the Metro Presiding Officer to be involved in the development and review of a tax abatement policy.

BUDGET MODIFICATION NO.

MCSO # 14

MAR 30 1995

(For Clerk's Use) Meeting Date

Agenda No. R-7

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Sheriff's Office

DIVISION Corrections, Services

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 23 Warehouse Worker positions to Equipment/Property Technicians effective 1/25/93.

(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 23 warehouse worker positions in the Property, Commissary, and Equipment Units of the Sheriff's Office. The new classification is called Equipment/Property Technicians. Pay ranges are 12-17% higher than the old classification.

The modification appropriates the increased wage rates for all 23 positions (3 of which are currently vacant) beginning 4/1/95. It also appropriates funds for retroactive pay dating back to 1/25/93 for the 20 current employees. The total cost is \$214,815, with \$26,151 coming out of Inmate Commissary operations, and the remaining \$188,664 coming from general fund contingency.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase cash transfer to insurance fund \$9,972.

Increase general fund cash transfer to levy fund \$39,292.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1995 MAR 20 AM 11:57

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		





## REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

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1. Attachment to Bud Mod No. MC50#14 2. Amount requested from General Fund Contingency: \$188,664

3. Summary of request:

Request to pay for reclassification of 23 positions. Amount would include retro pay for pay back to 1/25/93.

---

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? no  
If so, when? \_\_\_\_\_

If so, what were the circumstances of its denial?

5. Why was this expenditure not included in the annual budget process?

It was not anticipated.

6. What efforts have been made to identify funds from another source within the Department to cover this expenditure? Why are no other departmental sources of funds available?

The Sheriff's Office budget is expected to be spent at at least 100%

7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated apyback to the contingency account.

None.

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8. This request is for a Quarterly \_\_\_\_\_, Emergency x review.

9. FOR EMERGENCY REQUESTS ONLY: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.

---

10. Attach any additional information or comments you feel helpful.

---

Signature of Department Head/Elected Official

---

Date

---

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

---

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JOHN BUNNELL, Sheriff

TODAY'S DATE: March 9, 1995

REQUESTED PLACEMENT DATE: March 16, 1995

RE: RECLASSIFICATION OF WAREHOUSE WORKER POSITION

---

I. Recommendation/Action Requested: Request Board approval for two items:

1. Reclassification of Warehouse Worker to Equipment/Property Technician.
2. Approval of budget modification to increase personnel services line items by \$214,815 in the MCSO budget and reduce general fund contingency by \$188,664, and the Inmate Welfare Fund by \$26,151.

II. Background/Analysis:

On January 25, 1993, the Warehouse Workers in the Multnomah County Sheriff's Office requested a reclassification audit through the County Personnel Office. Over the course of two years the position was audited, new job description written and salary ranges adjusted. The results of that audit created a job title of Equipment/Property Technician and resulted in a wage increase of 12-17% for 23 Warehouse Workers. Since the request was made in 1993, retroactive pay must be made back to that date. This modification would approve the reclassification and appropriate funds from contingency to pay for the wages increase and retroactive pay.

III. Financial Impact:

The request is for \$188,664 from the General Fund contingency, and for \$26,151 from the Inmate Welfare Fund contingency.

IV. Legal Issues:

The employee reclassification process is defined in the Local 88 Contract, Article 23.

V. Controversial Issues:

None

VI. Link to Current County Policies:

None

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

County Personnel Office



# MULTNOMAH COUNTY, OREGON

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

BUDGET & QUALITY OFFICE  
PORTLAND BUILDING  
1120 S.W. FIFTH ROOM 1400  
P. O. BOX 14700  
PORTLAND, OR 97214  
PHONE (503)248-3883

TO: Board of County Commissioners  
FROM: Barry Crook, Budget and Quality Manager  
DATE: April 5, 1995  
SUBJECT: MCSO Bud Mod #14 : Contingency Request

BOARD OF  
COUNTY COMMISSIONERS  
MAY 10 1995  
-5 AM 10:29  
MULTNOMAH COUNTY  
OREGON

In 1993, pursuant to the County's Personnel Policies, the Warehouse Workers within the Multnomah County Sheriff's Office, requested a reclassification audit of their positions. This work was completed during the first part of 1995. The results of that audit resulted in a wage increase of 12-17% for the 23 warehouse workers. This is a financial obligation of the County. It is within management's discretion to re-direct those duties which have caused the reclassification, if there are sufficient numbers of higher classification employees to assume them, or to dispense altogether with the duties (assuming that is operationally possible). Absent either of these management responses, the reclassifications must be assumed and the financial obligation rendered. Even if management chooses to stop the work that "triggers" the reclassification, or to move those duties to existing and more appropriately classified employees, the retroactive obligation would remain. Since neither of these options appears to be viable for the Sheriff's Office, the financial obligation remains. This obligation involves retroactive pay back to the time of the request, and prospective salary increases through the end of the fiscal year. While these obligations are normally "paid for" within a department's existing appropriation, the length of time it took to conduct the reclassification audit -- and the resulting retroactive obligation -- makes that option difficult for the Sheriff's Office.

As part of the plan developed last fall to maintain the General Fund Ending Balance, the Sheriff's Office agreed to spend \$1.3 million less than their total General Fund appropriation of \$42.15 million. As of the February close (the latest close figures available), they have expended \$26.2 million. We are currently projecting an expenditure figure of \$41.22 million, for a savings of \$927,000. This amount does not achieve their targeted savings amount of \$1.3 million. Given this set of figures, and believing that this request meets the policy guidelines for contingency requests, I forwarded the agenda item to the Chair's Office for placement on the agenda.

Whether you chose to fund this request from Contingency or not, the impact on fund balance is the same. The reclassification obligations *could* be absorbed within the Sheriff's Office existing budget, but this would reduce their savings that we have anticipated in building our estimates for the current year's expenditure and hence the beginning balance for next year. Of course using the money from Contingency does the same thing to the ending/beginning balance. I felt it was appropriate to bring this action to the Board's attention via the contingency request. Without approval of this request, it might still be necessary to seek an action transferring

funds into the Personal Services object group from either the M&S or the Capital object group before the end of the fiscal year.

I am preparing a package of Contingency items that should be on your agenda in the next few weeks, and am factoring this item into the accounting of that package. I have also spoken with the Chair's Office about revising the agenda placement procedures to ensure that all agenda items that impact a fund's balance will be accompanied by a memorandum from me that outlines those impacts and provides you with our analysis and recommendations. I am sorry that we did not institute this procedure before last week's meeting. Let me assure you that my office did receive this item, we did look at it, I did approve the request and forward it to the Chair's Office for placement. I also had a subsequent conversation with the Chair's Office on this item and indicated that, while not happy that the County's processes had resulted in this kind of obligation, I nonetheless concluded it was both required and appropriate for a contingency request. Please let me know if you need any additional information.



R. Barry Crook  
Budget and Quality Manager

BUDGET MODIFICATION NO.

MCSO #12

(For Clerk's Use) Meeting Date APR 06 1995  
Agenda No. R-5

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)

Transfers funds set aside in contingency for value of sick leave for the 23 transferred deputies.

(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

During the negotiations with the City of Portland to transfer 20 Deputies and 3 Sergeants from the County, it was agreed that the value of the accrued sick leave would be determined by a mutually agreed upon actuary. The report, dated October 13, 1994, determined a value of \$137,000.

The board set aside \$150,000 in the contingency account to pay for this cost.

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1995 MAR 27 AM 10:01

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

4. CONTINGENCY STATUS

(to be completed by Budget)

General Fund Contingency before this modification (as of 2/7/95) 1,815,839  
Date  
After this modification \$ 1,678,839

Originated By	Date	Department Director	Date
<i>[Signature]</i>		<i>John Bunnell</i>	<u>3/22/95</u>
Plan/Budget Analyst	Date	Employee Services	Date
<i>[Signature]</i>	<u>3/27/95</u>		
Board Approval	Date		
<i>Craig A. Parkerson</i>	<u>4-6-95</u>		

BUDGET MODIFICATION NO \_\_\_\_\_

EXPENDITURE

TRANSACTION EB GM [ ]      TRANSACTION DATE \_\_\_\_\_      ACCOUNTING PERIOD \_\_\_\_\_      BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
MCSO 12		100	025	9999			6060			137,000		Sick leave liability
MCSO 12		100	045	9120			7700			(137,000)		General Fund contingency
TOTAL EXPENDITURE CHANGE										0		

REVENUE

TRANSACTION EB GM [ ]      TRANSACTION DATE \_\_\_\_\_      ACCOUNTING PERIOD \_\_\_\_\_      BUDGET FY \_\_\_\_\_

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

BUDGET MODIFICATION NO.

MCSO #15

(For Clerk's Use) Meeting Date APR 06 1995

Agenda No. R-6

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 transfer \$12,364 from Equipment to Supplies and Other Internal in the Special Investigations Unit.

(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

\$14,036 in left over grant funds were allocated to the Equipment line item in the Special Investigations Unit. It is now our intention to use the funds to outfit a crime scene van.

We request approval to move \$5,000 of these funds to the Other Internal line item to appropriate funds for work on the van by the County Shops. We request that an additional \$7,364 be transferred to the Supplies line item.

Funds will be used to outfit the van with supplies needed for major crime scene work.

The remaining \$1,672 will stay in the Equipment appropriation, and will be used for a generator.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

1995 MAR 28 PM 3:37  
MULTI-JURISDICTIONAL COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

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

Date

After this modification \$ \_\_\_\_\_

Originated By	Date	Department Director	Date
Plan/Budget Analyst	Date	Employee Services	Date
Board Approval	Date		



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

---

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JOHN BUNNELL,  
Sheriff

TODAY'S DATE: March 21, 1995

REQUESTED PLACEMENT DATE:

RE: BUDGET MODIFICATION - CRIME SCENE VAN

---

I. Recommendation/Action Requested: Request approval of budget modification moving funds from the Special Investigations Unit Equipment line item to Material and Services and Other Internal in order to retrofit an existing van into a Crime Scene Van.

II. Background/Analysis:

In 1976, the Sheriff's Office conducted a series of sting programs which were funded by the Law Enforcement Assistance Administration. Since that time, a balance of \$14,036 has remained in the account and has a limited use to a law enforcement related activity. The Sheriff's Office intends to use this money to retrofit an existing cargo type van into a major crime scene investigation vehicle which will enable us to respond with greater efficiency to crime scene investigations.

We request approval to move \$5,000 of these funds to the Other Internal line item to use for work by the County Shops in installing cabinets, work surfaces, and seating in the van. In addition, we request \$7,364 be transferred to the Supplies line item to buy supplies such as cameras, film, forensic supplies, and other supplies which are used for the processing of major crime scenes.

The remaining \$1,672 will stay in the Equipment appropriation and will be used to purchase a generator.

III. Financial Impact:

None to the County's General Fund. The funds are already budgeted in the Special Investigations Unit's Federal/State Fund and are dedicated.

IV. Legal Issues:

None known.

V. Controversial Issues:

None known.

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

County shops have provided estimates for the cabinet work and retrofitting of the vehicle.

MEETING DATE: APR 06 1995

AGENDA NO: R-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: ORDINANCE amending MCC 7.10.325 Impoundment of Vehicles

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

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

REGULAR MEETING: Date Requested: February 9, 1995

Amount of Time Needed: 10 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

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

PERSON(S) MAKING PRESENTATION: John Bunnell, Sheriff

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

ORDINANCE to amend MCC 7.10.325 to conform with recent Oregon Court Appeals rulings relating to the inventory of vehicles impounded as instrumentalities of a crime.

**REGULAR**

SIGNATURES REQUIRED:

ELECTED OFFICIAL: John Bunnell  
S.A.

OR

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1995 MAR 24 PM 1:14

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

*Copies of Ordinance # 815 sent to Ordin. Sub. list on 4-10-95.*

Ordinance Fact Sheet

Ordinance Title:

Inventory of vehicles impounded as instrumentalities of a crime.

Give a brief statement of the purpose of the ordinance including rationale for adoption, description of persons benefited, alternative explored:

The Oregon Court of Appeals has held in State v. Custer, 126 Or App 431 (1994) that the policies and procedures of police agencies providing for inventory of an impounded vehicle are not sufficient authority to make a search attendant to the inventory lawful.

This case law requires that the state must identify some provision of law, a statute, or an ordinance authorizing a police officer to inventory vehicles identified as instrumentalities of a crime. An inventory search of vehicles without such provision of law, statutes, or ordinance is unlawful and evidence obtained as a result is inadmissible in court proceedings arising from the inventory.

Therefore, it is in the best public interest of the citizens of Multnomah County to pass an ordinance authorizing police officers to impound and inventory the contents of vehicles identified as instrumentalities of a crime.

What other local jurisdictions have enacted similar legislation?

All law enforcement agencies must have vehicle inventory policy authority provided by law, statute or ordinance.

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

None. New requirement in Oregon Law.

What is the fiscal impact, if any?

None

SIGNATURES

Person filling out form: Sgt. Dave Hadley

Budget & Quality (if fiscal impact):

Department Manager/Elected Official:

John Bunnell  
JB



DAVE,  
SEE ME  
ON THIS.  
B. Johnson

# 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  
GERALD H. ITKIN  
H.H. LAZENBY, JR.  
STEVEN J. NEMIROW  
MATTHEW O. RYAN  
JACQUELINE A. WEBER

## M E M O R A N D U M

TO: Robert G. Skipper, Sheriff  
(313/105)

FROM: Jacqueline A. Weber (106/1530) *JAW*  
Assistant County Counsel

DATE: May 5, 1994

SUBJECT: Case Law Development-Vehicle  
Impounding/Inventory

94 MAY -6 PM 2:39  
SHERIFF'S EXECUTIVE OFFICE

Attached is a copy of the recent case from the Oregon Court of Appeals, State v. Custer, 126 Or App 431 (1994). This case establishes that a police agency policy and procedure providing for inventory of an impounded vehicle is not sufficient authority to make a search attendant to the inventory lawful.

Custer involved a traffic stop for felony driving while suspended. The officer arrested the defendant, called for a tow according to department policy, and then inventoried the contents of the car, also pursuant to department policy. During the inventory, the officer discovered methamphetamine and bomb components. These items found in the car were seized and used as evidence to obtain convictions for possession of a controlled substance and unlawful possession of destructive device. The court held that the State must identify some provision of law, a statute or an ordinance, authorizing the police officer to inventory vehicles. Without such law, the inventory search of the contents of defendant's car was determined to be unlawful, and the evidence seized during that inventory should have been suppressed. The convictions for possession of a controlled substance and unlawful possession of a destructive device were reversed and remanded for a new trial.

MSCO has a similar impound and inventory policy at 03.103.052. However, Multnomah County does not have an ordinance authorizing

Robert G. Skipper, Sheriff  
May 5, 1994  
Page 2

the impoundment and inventory of vehicles at a crime scene. Therefore, I would advise that an ordinance be presented to the Board of County Commissioners authorizing the impoundment and inventory of vehicles at crime scenes. This will ensure, under the current state of the case law, that an inventory search is lawful, and that evidence of crimes seized during an inventory can be used as evidence in the prosecution for such crimes.

Please do not hesitate to contact me with any questions you may have regarding this information. Also, I would be happy to assist in drafting an appropriate ordinance.

F:\DATA\COUNSEL\WPDATA\SEVEN\904JAW.MEM\mw

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS  
2                                   FOR MULTNOMAH COUNTY, OREGON  
3   ORDINANCE NO.     815  
4

5           An ordinance to amend MCC 7.10.325 to conform with recent  
6 Oregon Court of Appeals rulings relating to the inventory of  
7 vehicles impounded as instrumentalities of a crime.

8                                   (Language in brackets [ ] is to be deleted; underlined language is new)

9 MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

10 SECTION I.   FINDINGS.

11           1.   Vehicles identified as instrumentalities of a crime,  
12 including but not limited to, Driving While Suspended or Revoked in  
13 violation of Oregon Revised Statute 811.175, Driving While Under  
14 the Influence of Intoxicants in violation of Oregon Revised  
15 Statutes, Chapter 813, Reckless Driving in violation of Oregon  
16 Revised Statutes 811.140, Fleeing or Attempting to Elude Police  
17 Officer in violation of Oregon Revised Statutes 811.540, or Failure  
18 to Perform the Duties of a Driver at the Scene of an Accident in  
19 violation of Oregon Revised Statutes 811.700 and 811.705, and  
20 subsequently towed from a crime scene require inventory to allow  
21 for the accurate accounting and safekeeping of personal property  
22 contained therein, and to guard against subsequent false loss  
23 claims by the Registered Owner or operator for un-inventoried  
24 personal property.

25           2.   Inventory of such vehicles often results in the discovery  
26 of evidence of additional crimes. It is necessary for the safety

08/10/94:1

MULTNOMAH COUNTY COUNSEL  
1120 S.W. Fifth Avenue, Suite 1530  
P.O. Box 849  
Portland, Oregon 97207-0849  
(503) 248-3138

1 and welfare of the citizens of this community that such evidence of  
2 criminal activity be seized and appropriate action be taken within  
3 the criminal justice system to prosecute those responsible for the  
4 criminal activity.

5 3. The Oregon Court of Appeals has held in State v. Custer,  
6 126 Or App 431 (1994), that the policies and procedures of police  
7 agencies providing for inventory of an impounded vehicle are not  
8 sufficient authority to make a search attendant to the inventory  
9 lawful.

10 4. This case law requires that the state must identify some  
11 provision of law, a statute, or an ordinance authorizing a Police  
12 Officer to inventory vehicles identified as instrumentalities of a  
13 crime. An inventory search of vehicles without such provision of  
14 law, statutes, or ordinance is unlawful and evidence obtained as a  
15 result is inadmissible in court proceedings arising from the  
16 inventory.

17 5. Therefore, it is in the public interest of the citizens of  
18 Multnomah County to pass an ordinance authorizing Police Officers  
19 to impound and inventory the contents of vehicles identified as  
20 instrumentalities of a crime.

21  
22 SECTION II. AMENDMENTS.

23 7.10.325 Impoundment of Vehicles

24 (A) When any motor vehicle is found standing or parked in or  
25 upon any street, road or highway or parking area of Multnomah  
26 County within the jurisdiction of this chapter in violation of, and

08/10/94:1

MULTNOMAH COUNTY COUNSEL  
1120 S.W. Fifth Avenue, Suite 1530  
P.O. Box 849  
Portland, Oregon 97207-0849  
(503) 248-3138

1 | contrary to, any of the provisions of this chapter applicable to  
2 | stopping, standing or parking of vehicles, the owner or person  
3 | entitled to possession of the motor vehicle may be issued a  
4 | citation and the vehicle removed or caused to be removed by the  
5 | sheriff and held at the expense of the owner or person entitled to  
6 | possession. If a vehicle is so removed and held, the provisions  
7 | relating to notice to owner, appraisal of value and owner  
8 | reclaiming vehicle shall be followed in ORS 483.384 and 483.386.  
9 | If the vehicle is not redeemed within 30 days it will be disposed  
10 | of as prescribed in ORS 483.388 to 483.396.

11 | (B) The sheriff may authorize another police agency to remove  
12 | and hold motor vehicles that are found in violation of this chapter  
13 | and may also define the geographical area within which the agency  
14 | may order such removal. If a vehicle is so removed and held by  
15 | another police agency, that agency shall provide notice to the  
16 | owner of the removal in accordance with the procedures of the  
17 | removing agency.

18 | [Ord. 54 § IX (1972); Ord. 140 § 4 (1977; Ord. 457 (1985)]

19 | (C) Vehicle Inventory. The contents of all vehicles  
20 | identified as instrumentalities of a crime, including but not  
21 | limited to, Driving While Suspended or Revoked in violation of  
22 | Oregon Revised Statutes 811.175, Driving While Under the Influence  
23 | of Intoxicants in violation of Oregon Revised Statutes,  
24 | Chapter 813, Reckless Driving in violation of Oregon Revised  
25 | Statutes 811.140, Fleeing or Attempting to Elude Police Officer in  
26 | violation of Oregon Revised Statutes 811.540, or Failure to Perform

08/10/94:1

MULTNOMAH COUNTY COUNSEL  
1120 S.W. Fifth Avenue, Suite 1530  
P.O. Box 849  
Portland, Oregon 97207-0849  
(503) 248-3138

the Duties of a Driver at the Scene of an Accident in violation of Oregon Revised Statutes 811.700 and 811.705, shall be impounded and inventoried. Impounded vehicles will be inventoried and the contents accounted for prior to being towed from the scene. If safety considerations are present, the vehicle impounded may be towed to a location designated by the investigating officer and inventoried as soon as is practicable thereafter. This provision does not apply to vehicles impounded for subsequent search by officers with a court authorized search warrant.

This Ordinance, being necessary for the health, safety, and welfare of the people of Multnomah County, an emergency is declared, and the Ordinance shall take effect upon its execution by the County Chair, pursuant to Section 5.50 of the Charter of Multnomah County.

ADOPTED this 6th day of April, 1995



By Beverly Stein  
Beverly Stein, Chair  
Multnomah County, Oregon

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By Jacqueline A. Weber  
Assistant County Counsel

F:\DATA\COUNSEL\WPDATA\SEVEN\935JAW.ORD\mw

08/10/94:1

MULTNOMAH COUNTY COUNSEL  
1120 S.W. Fifth Avenue, Suite 1530  
P.O. Box 849  
Portland, Oregon 97207-0849  
(503) 248-3138

MEETING DATE: APR 06 1995

AGENDA NO: R-8

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Budget Modification DCC-4

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

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

REGULAR MEETING: Date Requested: April 6, 1995

Amount of Time Needed: 5 min

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

CONTACT: Cary Harkaway TELEPHONE #: 248-3039  
BLDG/ROOM #: 161/600

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):

Approval to transfer \$3,000 from general fund contingency to DCC Administration/ Professional Services for a facilitator for the Public Safety Facilities Task Force.

BOARD OF  
COUNTY COMMISSIONERS  
1995 APR - 4 AM 9:49  
MULTNOMAH COUNTY  
OREGON

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: M. Tamara Holden /inst

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63  
*Sent copy to Shaun Caldwell on 4-7-95.*



MULTNOMAH COUNTY DEPARTMENT OF  
COMMUNITY CORRECTIONS

M E M O R A N D U M

---

TO: Board of County Commissioners

FROM: Cary Harkaway *CH*  
Deputy Director

DATE: April 3, 1995

PLACEMENT DATE: April 6, 1995

SUBJECT: Budget Modification DCC-4

---

I Recommendation/Action Requested

Recommend approval to transfer \$3,000 from general fund contingency to the Department of Community Corrections for a facilitator to guide the Public Safety Facilities Task Force through a series of strategic planning sessions.

II Background/ Analysis

Planning sessions were held on March 1 and March 29, 1995. The third session will be on April 28, 1995. These sessions will prepare the Task Force to review criminal justice system data and select a computer model to assist in (1) making policy decisions regarding population flow through the system, and (2) identifying short and long term system capacity needs.

III Financial Impact

DCC-4 will reduce the general fund contingency by \$3,000 and increase DCC Administration/professional services (6110) by \$3,000.

IV Legal Issues

None.

V Controversial Issues

None.

VI Link to Current County Policies

The Task Force has adopted a goal statement that supports county benchmarks and a general system concern with program effectiveness and efficiency. A broad spectrum of county agencies are represented on the Task Force assuring that county policies are considered as justice system recommendations are formulated.

VII Citizen Participation

The Task Force includes members of the Community Corrections Advisory Committee and the Citizen's Crime Commission.

VIII Other Government Participation

The Task Force is facilitated by Portland State University faculty members. Computer models developed by PSU graduate students and the Washington County Criminal Justice Planning Office will be reviewed.

The Task Force includes representatives of the City of Portland, the City of Gresham, and the City of Troutdale.



# MULTNOMAH COUNTY, OREGON

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

PLANNING & BUDGET  
PORTLAND BUILDING  
1120 S.W. FIFTH - ROOM 1400  
P. O. BOX 14700  
PORTLAND, OR 97214  
PHONE (503)248-3883

---

TO: Board of County Commissioners  
FROM: Shaun Coldwell, Budget Analyst  
DATE: April 4, 1995  
SUBJECT: BUDGET MODIFICATION DCC #4

---

The Chair's Office has requested the transfer of \$3,000 from the general fund contingency to the DCC Administration budget to cover the cost of a facilitator for Phase 1 of the Public Safety Task Force. When the Board adopted the budget in June 1994, they set aside \$80,000 in the contingency account to be used for a review of the criminal justice system. The Public Safety Task Force is reviewing the criminal justice system as a part of their total project. The \$3,000 requested qualifies as a portion of the set aside amount.

The Budget Office feels that this request qualifies for approval under the guidelines established for contingency use.

cc: Barry Crook  
Dave Warren

APR 06 1995

R-8

BUDGET MODIFICATION NO.

DCC 4

(For Clerk's Use) Meeting Date

MAR 30 1995

Agenda No.

R-8

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

(Date)

DEPARTMENT DCC

DIVISION DCC Administration

CONTACT Norm Monroe

TELEPHONE 248-3962

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

SUGGESTED

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

**Transfers \$3,000 from contingency to the DCC Administration budget to hire a facilitator for a System Analysis Phase 1, working with the Public Safety Jail Task Force.**

(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 contract cost represents the initial phase of a broader criminal justice systems impact analysis.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

MULTNOMAH COUNTY  
OREGON  
1995 MAR 20 AM 9:55  
BOARD OF  
COUNTY COMMISSIONERS

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

General \_\_\_\_\_ Fund Contingency before this modification (as of 3/2/95) 1,846,064

Date

After this modification / \$ 1,843,064

Originated By	Date	Department Director	Date
Plan/Budget Analyst	Date	Employee Services	Date
Board Approval	Date		

*Norm Monroe* 3/2/95 *M. Samara* 3/14/95  
*David A. Peterson* 4-6-95

BUDGET MODIFICATION NO DCC 4

EXPENDITURE

TRANSACTION EB GM [ ]      TRANSACTION DATE \_\_\_\_\_      ACCOUNTING PERIOD \_\_\_\_\_      BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		100	021	2110			6110			3,000		Professional Services
		100	045	9120			7700			(3,000)		General Fund Contingency
TOTAL EXPENDITURE CHANGE										0		

REVENUE

TRANSACTION EB GM [ ]      TRANSACTION DATE \_\_\_\_\_      ACCOUNTING PERIOD \_\_\_\_\_      BUDGET FY \_\_\_\_\_

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

BUDGET MODIFICATION NO.

DES-6

(For Clerk's Use) Meeting Date APR 06 1995  
Agenda No. R-9

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

(Date)

DEPARTMENT Environmental Services  
CONTACT Jim Munz

DIVISION Information Services Division  
TELEPHONE 248-3749

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

Jim Munz

SUGGESTED

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

**Budget Modification to Reclassify a Vacant Position**

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

Personnel changes are shown in detail on the attached sheet

This budget modification will reclassify a vacant Data Processing Specialist 2 position to a new classification of Wan Integration Coordinator. The increased personnel costs will be funded by five months of salary savings from the vacant position.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Due to salary savings, this budget modification is revenue neutral.

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1995 MAR 27 AM 10:56

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

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

Date

After this modification: \$ \_\_\_\_\_

Originated By <u>Jim Munz</u>	Date <u>16-Mar-95</u>	Department Director <u>Betsy Williams</u>	Date <u>16-Mar-95</u>
Plan/Budget Analyst <u>Kris O'Connell</u>	Date <u>3-24-95</u>	Employee Services <u>Donald Hunkley</u>	Date <u>3/27/95</u>
Board Approval <u>Craig A. Patterson</u>	Date <u>4-6-95</u>		

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

DES-6

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

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
			-1 F.T.E.	Data Processing Specialist 2	
1 F.T.E.	WAN Integration Coordinator	40,423	10,105	5,500	56,028
0	TOTAL CHANGE (ANNUALIZED)	313	78	0	391

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.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
			Net 0.0 FTE	Reclassify vacant DP specialist 2 position WAN Integration Coordinator Position (increased costs funded through salary savings due to vacancy)	
TOTAL CURRENT FISCAL YEAR CHANGES		0	0	0	0

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS  
FROM: JIM MUNZ, INFORMATION SERVICES DIVISION  
DATE: March 13, 1995  
RE: REQUEST TO RECLASSIFY POSITION

I. Recommendation/Action Requested:

Approval for reclassification of one Data Processing (DP) Specialist 2 position to a new classification, WAN Integration Coordinator, within the Information Services Division budget.

II. Background Analysis:

New technologies to be implemented as part of the County's Wide Area Data Network, along with the size and scope of the project, require more technical and administrative expertise than that reflected in the DP Specialist 2 classification.

III. Financial Impact:

There is no impact to the Information Services Division FY94/95 personal services budget.

IV. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to current County policies:

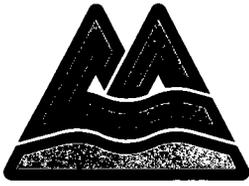
N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
INFORMATION SERVICES DIVISION  
4747 EAST BURNSIDE  
PORTLAND, OREGON 97215  
(503) 248-3749

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

## MEMORANDUM

TO: Betsy Williams, Director  
Department of Environmental Services

FROM: Jim Munz, Manager *JM*  
Information Services Division

DATE: March 13, 1995

SUBJECT: BUD MOD & REQUEST TO RECLASSIFY POSITION

Pam Brown has been working with Don Winkley to recruit and fill our Data Processing Specialist 2 vacancy. After five weeks of recruitment not a single application was received. We re-evaluated the duties and responsibilities to be assigned this individual and in conjunction with Don Winkley, decided it best to create a new classification. Don Winkley requested the class be called WAN Integration Coordinator and Pam Brown drafted the class description. We are proposing a pay range of \$19.36 to \$23.23 per hour. This is the same classification we anticipate using should we receive two new FTEs to be assigned responsibilities for the development and support of a new token ring wide area network.

Attached is a budget modification to reclassify the vacancy. Don Winkley has agreed to go ahead and begin another recruitment, with the hire offer pending approval of the budget modification by the Board.

If you have any questions or need further information, please give Pam a call.

JM:PB:bg/PBRECLAS.MEM  
Attachment



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
INFORMATION SERVICES DIVISION  
4747 EAST BURNSIDE  
PORTLAND, OREGON 97215  
(503) 248-3749

BEVERLY STEIN  
COUNTY CHAIR

---

## MEMORANDUM

TO: Don Winkley

FROM: Pam Brown 

DATE: February 24, 1995

RE: Request to Create New Classification  
Request to Fill Position

---

I delayed the reclassification of my DP Specialist 2 vacancy as I anticipated receiving funding for another two positions from the DPMC, and wanted to process them all at the same time. However, budget preparation and the annual applications development planning has delayed the DPMC's funding decision for the proposed Wide Area Network so I am going to go ahead with the one position that I have.

Attached are:

- a) A draft classification position for WAN Integration Coordinator with the salary range you proposed. It is also on the enclosed diskette in case you need to re-work it.
- b) A bud mod to request reclassification of the DP Specialist 2 position to a WAN Integration Coordinator.
- c) A list of questions for the supplemental application.
- d) Suggestions for the newspaper ad

Let me know if you need anything further.

REQUEST TO CREATE/RECLASSIFY A POSITION

1. List the proposed duties of the position (please do not copy from the class specification):

a. See attached.

b.

c.

d.

Use the reverse side or attach additional sheets, if needed.

2. State the proposed classification title:

WAN Integration Coordinator

3. Is this a new position?  YES  NO New classification for existing, vacant position

4. If this is an existing position, state the name of the incumbent:

Vacant DP Specialist 2 formerly held by D. Falkenberg

5. Proposed effective date of change: immediately

Hiring Manager: Paul Brown

Date: 2/27/95

Dept/Div: DES/ISD

EMPLOYEE RELATIONS DIVISION USE ONLY

Action:  Approved as submitted

Approved for classification title

Denied (for Reclassification Requests only)

Analyst Name Donald H. Linkley

Date 3/27/95

REQUEST FOR ELIGIBLE JOB APPLICANTS

Job Title: WAN Integration Coordinator Number of Vacancies: 1

Department: DES Division: ISD

Phone No: 248-3749 Bldg/Room #: 327

Permanent [X] Temporary [ ] If Temporary, for how long: \_\_\_\_\_

Work Days: [X] M-F [ ] Other Some weekend work will be required.

Work Hours: [X] 8-5 [ ] Other Some overtime work will be required.

Work Location: 4747 E. Burnside

Replaces: Vacant Starting Date: immediately

Describe the duties of the position(s) below or attach a position description:

See attached.

Describe the physical requirements of this position. Attach additional sheets, if necessary:

Able to lift up to 50 pounds, crawl in confined spaces, and climb step ladders.

Requires valid driver's license by time of appointment and security clearance based on a background investigation.

Hiring Manager: [Signature] Date: 2/27/95

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

EMPLOYEE SERVICES USE ONLY:

[ ] Return with copies of applications

Analyst Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Exam Number: \_\_\_\_\_ Batch No. 2280E2/2-92

Proposed Classification: WAN INTEGRATION COORDINATOR  
(Nonexempt/Classified)

Proposed Salary Range: \$ 19.36 - \$ 23.23

Definition: To perform complex analysis, design, develop, and test data communication protocols and networks; to develop common addressing schemes and naming conventions for successful communications using a variety of protocols and data communication hardware and software. Will work in mainframe, mid-range, and micro-computer environments and manage projects related to implementation of new network protocols, operating systems, and data communication technologies, in County offices, and to external government jurisdictions and both private and non-profit businesses in the Portland metropolitan community.

Supervision Received and Exercised: Receives direction from the Network Services Manager of the Information Services Division.

May exercise functional and technical supervision over assigned technical and clerical staff.

Examples of Duties: Manage large projects related to the evaluation, selection, and installation of new technologies in a variety of internetworking arenas e.g. access through wireless connections, integrating voice/data/graphics/images/video, installation of centralized network management tools, etc. Activities will include: development of proposals with cost/benefit analysis, control and reporting of budget expenditures, design of on-line project plans including assignment and scheduling of project resources, directing other members of the project team (including County employees, MIS staff of external agencies, contractors and vendors), and providing written reports and oral presentations on project status to County management.

Evaluate network protocols, hardware, and software to determine their applicability and usefulness to the County. Work with County management, vendors, and MIS staff to implement new services and protocols.

Measure the volume and performance of network traffic; design strategies and implement services to improve network performance and reduce bottlenecks.

Assess opportunities for security violation of the County's data network; propose and implement solutions to minimize security risks.

Select and train technical staff to use sophisticated network management tools to identify and correct impending or actual failures in the wide area network.

Analyze and document networks using software diagramming tools.

Research high-end technical problems related to both wide and local area networks internal and external to Multnomah County, facilitate diagnostics and problem-solving efforts, work with vendors and MIS staff to implement solutions.

**Qualifications:**

**Knowledge of:**

Micro, mid-range, and mainframe computer systems, applications, and peripheral equipment.

Novell, IBM, and Microsoft network operating systems.

LAN and WAN protocols including IPX, TCP/IP and SNA, hub/switching/routing equipment, and wiring systems utilizing Ethernet and Token Ring topologies.

Modern office procedures, equipment, and processes at a high experience level.

Methods and techniques of project management.

**Ability to:**

Communicate complex and technical information clearly and concisely, both orally and in writing.

Perform installation and configuration of data communication and network hardware and software.

Reason and think logically, analyze and interpret problems, and exercise ingenuity in devising solutions to problems.

Manage complex projects and develop integrated teams involving clients, MIS personnel, vendors, and

management.

Establish and maintain cooperative working relationships with those contacted in the course of the work.

**Experience and Training:**

Any combination of experience and training that provides the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be to have three years of increasing responsibility in the design, implementation, and integration of LAN and WAN data networking systems. Training equivalent to a Bachelor's degree from an accredited college or university with major coursework in computer science or a related field, or any combination of experience and training resulting in certification as a network engineer.

## **SUPPLEMENTAL APPLICATION QUESTIONS:**

- 1. Provide a list (identifying manufacturer, product name and version) for all information systems and data communication hardware and software that you are proficient in installing, configuring, tuning, and troubleshooting. Include operating systems, communications software and hardware, application software, diagnostic products and utilities, etc. Identify whether your experience for each product involved PCs, LANs, mid-range systems, and/or mainframe systems.**
- 2. List the training classes and seminars you have attended in the past two years and any degrees or certifications you have received.**
- 3. Describe a recent project you recently managed. Include a brief statement identifying (a) the goal of the project, (b) the make-up of the project team, (c) project length and budget, (d) software tools you used to manage the project, (e) the success and evaluation of the project including discoveries obtained at the project closure meeting.**

**NEWSPAPER AD:**

Please list this ad under Computer, High Technology and start with NETWORK (WAN) INTEGRATOR so as to be filed within the network listings. Can we place it in a big box?

**NETWORK (WAN) INTEGRATOR to integrate data networks and implement new technologies for Multnomah County. Duties include: design of new internetworks and implementation of new protocols including IP, management of large projects to provide WAN services between NetWare LANs and to mainframe hosts, traffic analysis, installation of network management and software distribution utilities, and documentation of network architectures.**

**To qualify you need a BS in CS or related technical discipline or any combination of experience and training resulting in CNE certification. You need an above-average working knowledge of LAN, WAN and internetworking technologies, including network protocols and diagnostic procedures. The successful applicant will have good written and verbal skills, be able to articulate detailed technical information, manage complex projects, and develop integrated teams including clients, vendors and MIS staff.**

**1. REQUEST FOR PLACEMENT ON THE AGENDA FOR** April 6, 1995

<b>DEPARTMENT</b>	<u>Health</u>	<b>DIVISIONS</b>	<u>Business Services and CareOregon</u>
<b>CONTACT</b>	<u>Tom Fronk</u>	<b>TELEPHONE</b>	<u>248-3056</u>

**NAME OF PERSON MAKING PRESENTATION TO BOARD** Tom Fronk

**SUGGESTED AGENDA TITLE** (To assist in preparing a description for the printed agenda)

Budget Modification MCHD 10 increases the Integrated Service Network Program (CareOregon) to reflect the receipt of an increase in the Primary Care Grant.

(Estimated time needed on the Agenda: 5 minutes)

**2. DESCRIPTION OF MODIFICATION**

**PERSONNEL CHANGES ON ATTACHED PAGE**

The Health Department has received an increase to its existing Primary Care Grant.

This budget modification allows for the addition of one staff member and contracts with Oregon Health Sciences University and Oregon Primary Care Association.

BOARD OF  
 COUNTY COMMISSIONERS  
 MULTNOMAH COUNTY  
 OREGON  
 1995 MAR 29 AM 9:27

**3. REVENUE IMPACT**      Increase Primary Care Grant by \$140,379  
 Increase General Fund by \$7,352

**4. CONTINGENCY STATUS**      The General Fund Contingency is increased by \$3,358 (Indirect)

Originated By <u>Tom Seans / Suzanne Kalu</u>	Date <u>3/24/95</u>	Department Director <u>Bills Oddy arch paf</u>	Date <u>3-24-95</u>
Finance/Budget <u>Kathleen Jones</u>	Date <u>3/28/95</u>	Employee Relations <u>Suzanne Daniel</u>	Date <u>3/28/95</u>
Board Approval <u>Cecilia A. Peterson</u>	Date <u>4-6-95</u>		

**PERSONNEL DETAIL FOR BUDGET MODIFICATION MCHD 10**

5. ANNUALIZED PERSONNEL CHANGES			Compute on a full year basis even though this action affects part of the fiscal year.			
FTE	CLASSIFICATION	UNIT	ANNUALIZED			
			BASE PAY	FRINGE	INSURANCE	TOTAL
1.00	Program Dev Spec	CareOregon	31,236	8,081	5,678	44,995
1.00	TOTAL CHANGE (ANNUALIZED)		31,236	8,081	5,678	44,995

6. CURRENT YEAR PERSONNEL CHANGES			Calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts changed on the budget modification.			
FTE	CLASSIFICATION	UNIT	CURRENT YEAR			
			BASE PAY	FRINGE	INSURANCE	TOTAL
0.58	Program Dev Spec	CareOregon	18,226	4,711	3,310	26,247
0.58	TOTAL CURRENT YEAR CHANGE		18,226	4,711	3,310	26,247

**EXPENDITURE DETAIL - MCHD 10**

DOCUMENT		EXPENDITURE TRANSACTION EB [ ] GM [ ]				TRANSACTION DATE	ACCOUNTING PERIOD	BUDGET FISCAL YEAR		
NUMBER	ACTION	FUND	AGENCY	ORG	OBJECT CODE	CURRENT AMOUNT	REVISED AMOUNT	INCREASE (DECREASE)	SUBTOTAL	DESCRIPTION
		156	015	0931	6060			82,656		Permanent
		156	015	0931	7100			7,405		Indirect
		156	015	0931	7500			53,623		Other Internal
									<b>143,684</b>	<b>TOTAL, ISN</b>
		390	015	0650	5100			18,226		Permanent
		390	015	0650	5500			4,711		Fringe
		390	015	0650	5550			3,310		Insurance
									<b>26,247</b>	<b>SUBTOTAL, CAREOREGON, PS</b>
		390	015	0650	6120			146		Printing
		390	015	0650	6200			146		Postage
		390	015	0650	6230			904		Supplies
		390	015	0650	7150			280		Telephones
									<b>1,476</b>	<b>SUBTOTAL, CAREOREGON, MS</b>
		390	015	0650	8400			25,900		Equipment
									<b>25,900</b>	<b>SUBTOTAL, CAREOREGON, CAPITAL</b>
									<b>53,623</b>	<b>TOTAL, CAREOREGON</b>
		156	015	0905	6230			3,590		Supplies
		156	015	0905	7100			457		Indirect
									<b>4,047</b>	<b>TOTAL, BUS SVCS FIN MGMT</b>
		402	030	7990	6140			280		280 TELEPHONE FUND INCREASE
		400	050	7531	6520			3,310		3,310 INSURANCE FUND INCREASE
		100	015	0900	7608			4,047		4,047 CASH TRANSFER TO F/S - 0900
		100	045	9120	7700			3,358		3,358 CONTINGENCY
<b>TOTAL EXPENDITURE CHANGE</b>								<b>212,349</b>		

**REVENUE DETAIL - MCHD 10**

DOCUMENT		REVENUE TRANSACTION RB [ ] GM [ ]				TRANSACTION DATE	ACCOUNTING PERIOD	BUDGET FISCAL YEAR		
NUMBER	ACTION	FUND	AGENCY	ORG	REVENUE CODE	CURRENT AMOUNT	REVISED AMOUNT	INCREASE (DECREASE)	SUBTOTAL	DESCRIPTION
		156	015	0931	2050			140,379		Primary Care/330 Grant
		156	015	0931	7601			3,305		GF Support
		156	015	0905	7601			4,047		GF Support
		390	015	0650	6615			53,623		Svc Reim from F/S
		402	030	7990	6602			280		Telephone Svc Reim
		400	050	7040	6602			3,310		Insurance Svc Reim
		100	045	7410	6602			7,405		Svc Reim from F/S
<b>TOTAL REVENUE CHANGE</b>								<b>212,349</b>		



# MULTNOMAH COUNTY OREGON



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

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

## MEMORANDUM

TO: Board of County Commissioners  
FROM: Billi Odegaard *Billi*  
REQUESTED PLACEMENT DATE: April 6, 1995  
DATE: March 24, 1995  
SUBJECT: Budget Modification MCHD 10

I. Recommendation/Action Requested:

The Board of County Commissioners is requested to approve budget modification MCHD 10 which increases the Primary Care Grant.

II. Background/Analysis:

CareOregon is a managed care network participating in the Oregon Health Plan (OHP). CareOregon's statewide network includes some rural and migrant health centers. An outcome of the OHP was to waive federally qualified health center reimbursement to the remaining migrant and rural clinics. This situation threatens their continued existence. Hence, those clinics have now joined CareOregon's integrated service network. This increase to the Primary Care Grant will allow for the provision of technical assistance in data systems, member information and telecommunications to those new clinics.

III. Financial Impact:

This budget modification increases the Federal/State Fund by \$147,731 and the General Fund Contingency by \$3,358.

IV. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

These funds improve existing support to CareOregon participating providers.

VII. Citizen Participation:

CareOregon has an active Member Advisory Council that represents both the cultural and geographic diversity of CareOregon members.

VIII. Other Government Participation:

The CareOregon Board is composed of representatives from Oregon Health Sciences University, Clackamas County Public Health Division as well as the Health Department and the Oregon Primary Care Association.

The Board was briefed on the enhancement in May 1994.

✓  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 4/7/95

**NAME**

David Smithwood

**ADDRESS**

2100 NE Everett St

**STREET**

Portland OR 97232

**CITY**

**ZIP**

**I WISH TO SPEAK ON AGENDA ITEM NO.**

R11

**SUPPORT** \_\_\_\_\_

**OPPOSE** X \_\_\_\_\_

**SUBMIT TO BOARD CLERK**

2

**PLEASE PRINT LEGIBLY!**

*Trace Skeen*

MEETING DATE 4-6-95

NAME

Trace Skeen

ADDRESS

1210 SE 12<sup>th</sup>

STREET

Portland OR 97251

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-11

SUPPORT \_\_\_\_\_

OPPOSE \_\_\_\_\_

**SUBMIT TO BOARD CLERK**

MEETING DATE: MAR 30 1995 APR 06 1995

AGENDA NO.: R-20 R-11

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: MULTNOMAH COUNTY EMS AND AMBULANCE CODE

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

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

REGULAR MEETING: Date Requested: MARCH 30, 1995

Amount of Time Needed: 1 hour

DEPARTMENT: HEALTH DIVISION: REGULATORY HEALTH

CONTACT: BILL COLLINS TELEPHONE #: 248-3220  
BLDG/ROOM #: 160/9

PERSON(S) MAKING PRESENTATION: BILL COLLINS

**ACTION REQUESTED:**

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

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

First reading of a replacement Emergency Medical Services ordinance.

**SIGNATURES REQUIRED:**

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

Or

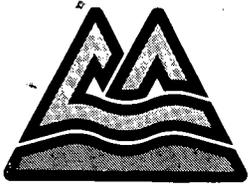
DEPARTMENT MANAGER: Billi Odegaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

BOARD OF  
COUNTY CLERK  
MULTNOMAH COUNTY  
OREGON  
1995 MAR 22 AM 9:04

Copy of Ordinance # 816 Sent to Ordin. Serv. list on 4-10-95  
Also, BCC, Bill Collins, Dr. Ockman.



# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204-2394  
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Board of County Commissioners

FROM: Billi Odegaard

REQUESTED PLACEMENT DATE: March 30, 1995

DATE: February 6, 1995

SUBJECT: Replacement EMS and Ambulance Ordinance

- I. Recommendation/Action Requested: Approval of the replacement EMS and ambulance ordinance.
- II. Background/Analysis: This ordinance makes the changes necessary to be in compliance with the approved Ambulance Service Plan.
- III. Financial Impact: None. Cost of service paid by users. Cost of regulation paid by licensees.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: This revision is linked to the ambulance service plan.
- VII. Citizens Participation: Many public hearings and meetings over the last two years. This ordinance has been sent for comment to interested parties prior to this reading.
- VIII. Other Government Participation: Input requested from City of Portland, City of Gresham, Rural Fire Districts.

Commissioners, within thirty (30) days of the notice, without a hearing under Section 6.33.098 of this chapter, and the initial notice may be confirmed, altered or revoked by the Board of Commissioners.

**6.33.100. Medical Direction and Supervision.**

(A) There shall be established, as an employee of the Health Department, appointed by the Health Officer, the position of Emergency Medical Service Medical Director (EMSMD).

(B) The EMSMD shall serve as the physician supervisor for all EMTs in the employ of licensed ambulance services within the County and working within the County. In addition, the EMSMD may serve as the physician supervisor for EMTs employed by EMS first responder agencies, by agreement with the County.

(C) Duties of the EMSMD include, but are not limited to:

(1) Approval for practice for all EMTs. Approval shall be provided to each EMT and his/her employer, in writing, and a record kept by MCEMS;

(2) Creation of policies for limiting the practice of EMTs when necessary, including adequate due process protections for the effected EMT;

(3) Setting the standards for training and continuing education for EMTs and EMDs;

(4) Implementation of a quality management program designed to provide for the continuous improvement of patient care and other aspects of the EMS system;

(5) Promulgation of standards of patient care including, but not limited to:

(a) Dispatch and pre-arrival protocols;

(b) Transport triage criteria and protocols;

(c) Specific requirements for EMTs working within the County;

(d) Approved equipment, supplies, and drugs;

(e) Patient care protocols;

(f) Medical criteria for response times;

(g) Patient transfer criteria; and

### **6.33.535. CRC Contract Compliance Review Procedures.**

(A) The CRC shall meet, at least annually, to review the performance, as specified in the contract, of the contractor for emergency ambulance service.

(B) Data and information necessary for this review shall be provided by the contractor, BOEC, MCEMS, and others, as requested by the CRC.

(C) The CRC will review the performance of the contractor and make recommendations to the EMS Administrator as to the contract compliance of the contractor.

### **6.33.600. Ambulance Dispatch.**

(A) Dispatch for emergency ambulances shall be provided by the City of Portland, Bureau of Emergency Communications (BOEC).

(B) Dispatch requirements and performance standards, medical triage protocols, medical information requirements (pre-arrival instructions), and data reporting requirements shall be specified in an intergovernmental agreement between BOEC and the County. The medical protocols and medical information requirements specified in that agreement shall be promulgated by the EMSMD.

(C) MCEMS, in conjunction with BOEC and the ambulance contractor, shall determine the necessary information to be supplied by the contractor to insure the optimal operation of the ambulance dispatch and require the provider to supply this information in the form and manner designated. This information shall include ambulance deployment schedules and "move up" criteria and locations (system status plan).

(D) All licensees receiving requests for ambulance services through their business telephone or by any other means other than BOEC, shall, using the triage guide, approved by MCEMS and employed at BOEC, determine if the call meets the emergency dispatch requirements. If the call meets these requirements, that call information is to be transferred to 911 for dispatch. Licensees are prohibited from dispatching an ambulance to a call that meets emergency dispatch criteria.

(E) Ambulances, when responding to emergency calls, shall inform BOEC of their status for response; immediately notifying BOEC of any change from a previous status. The record of this information, along with the time of each notification, shall be kept at BOEC and shall comprise the official record for purposes of contract monitoring and compliance.

ATTACHMENT A

EMERGENCY MEDICAL SERVICE AND AMBULANCE CODE

MULTNOMAH COUNTY CODE 6.33

## CONTENTS

6.33.005	TITLE
6.33.010	PURPOSE
6.33.015	REPLACEMENT
6.33.020	DEFINITIONS
6.33.030	LICENSE REQUIRED
6.33.035	EXEMPTIONS
6.33.040	LICENSE TYPE
6.33.043	AMBULANCE STAFFING
6.33.045	LICENSE REQUIREMENTS
6.33.050	APPLICATION FOR LICENSE
6.33.055	INSPECTION
6.33.060	ISSUANCE OF LICENSE
6.33.065	DENIAL, REVOCATION
6.33.070	LICENSE TERM
6.33.075	RENEWAL
6.33.080	NOTIFICATION OF CHANGE
6.33.085	AMBULANCE IDENTIFICATION
6.33.090	PROHIBITED ACTIVITIES
6.33.095	VIOLATIONS
6.33.096	PENALTY, ADDITIONAL REMEDIES
6.33.098	APPEALS
6.33.099	EFFECT OF HEARING
6.33.100	MEDICAL DIRECTION
6.33.105	ON-LINE MEDICAL DIRECTION
6.33.110	MEDICAL ADVISORY BOARD
6.33.115	TRAINING AND EDUCATION
6.33.200	EMS ADMINISTRATION
6.33.300	QUALITY MANAGEMENT/IMPROVE
6.33.400	EMS FIRST RESPONSE
6.33.450	AMBULANCE SERVICE AREA
6.33.455	AMBULANCE SERVICE CONTRACT
6.33.460	REASSIGNMENT
6.33.500	CHARGES FOR SERVICE
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6.33.515	RATE ADJUSTMENT PROCEDURE
6.33.520	ORDERS
6.33.525	CRC RATE REVIEW PROCEDURES
6.33.530	APPEALS TO BOARD
6.33.535	CRC CONTRACT REVIEW
6.33.600	AMBULANCE DISPATCH
6.33.625	CODE-3 RESPONSE
6.33.650	COMMUNICATIONS
6.33.655	HOSPITAL AVAILABILITY
6.33.700	MASS CASUALTY INCIDENTS
6.33.750	SPECIAL RESPONSE

### **6.33.005. Title.**

This chapter may be cited as the "Multnomah County Emergency Medical Services and Ambulance Code" and may be so referred to.

### **6.33.010. Purpose.**

(A) The Board has determined that it is necessary to regulate providers of emergency medical services and ambulance services to assure that the citizens of Multnomah County receive prompt, effective, efficient, coordinated, and consistently high levels of pre-hospital care before and during transport to a medical facility.

(B) Ordinance 789 (June 9, 1994) adopts the ambulance service plan for Multnomah County. This chapter provides for the implementation of that plan.

### **6.33.015. Replacement.**

This chapter replaces Multnomah County Code Chapter 6.32.

### **6.33.020. Definitions.**

As used in this chapter, unless the context requires otherwise.

"Administrator" means the administrator of the office of Emergency Medical Services of the Health Department of Multnomah County, Oregon.

"Advanced Life Support" (ALS) means those medical services that may be provided within the scope of practice of a person certified as an EMT-Paramedic as defined in ORS Chapter 823.

"Ambulance" means any privately or publicly owned motor vehicle, aircraft, or water craft that is regularly provided or offered to be provided for the timely or emergency transportation of persons suffering from illness, injury, or disability. All vehicles capable of providing transportation to the sick or injured and staffed with personnel trained to care for such individuals and equipped with supplies and equipment necessary for the care of the sick or injured shall be considered an ambulance.

"Ambulance Services" means the transportation of an ill, injured, or disabled individual in an ambulance and, in connection therewith, the administration of pre hospital medical or emergency care, if necessary.

"Ambulance Service Area" (ASA) means a geographic area that is served by one ambulance service provider and may include all or a portion of County, or all or portions of two or more contiguous counties.

"Ambulance Service Plan" means a written document that outlines a process for establishing a County emergency medical services system. A plan addresses the need for and coordination of ambulance services by establishing ambulance service areas for the entire County and by meeting the other requirements of the Oregon Administrative Rules (OAR).

"Appeals Hearing Officer" or "Hearings Officer" means the person or persons designated to conduct contested case hearings concerning actions in licensing and rate regulation under this chapter.

"Board" means the Board of County Commissioners of Multnomah County, Oregon.

"Basic Life Support" (BLS) means those medical services that may be provided within the scope of practice of a person certified as an EMT-Basic as defined in ORS Chapter 823.

"Bureau of Emergency Communications" (BOEC) means the Bureau within the City of Portland that maintains the 9-1-1 telephone answering system and the dispatch service for police, fire and EMS for the County.

"Contract Compliance and Rate Regulation Committee" (CRC) means the committee appointed by the Board to review contract compliance and to review and recommend rate adjustments.

"CHORAL" means the on-line computer link among all the receiving hospitals within Multnomah County that provides information on the status of those hospitals for receiving ambulance transports.

"Critical Care Transport" (CCT) means an ambulance providing transport between medical care facilities and providing care at the level of a hospital critical care unit.

"County" means Multnomah County, Oregon.

"Division" or "State" means the EMS Section, Oregon Health Division, Department of Human Resources.

"Do business in Multnomah County" means to provide emergency ambulance service, non-emergency ambulance service, or other emergency medical service in Multnomah County, provided however, that transporting patients from

outside the County to a destination within the County only shall not be considered doing business within the County.

"Effective provision of ambulance services" means ambulance services provided in compliance with the County ambulance service plan provisions for boundaries, coordination, and system elements.

"Efficient provision of ambulance services" means effective ambulance services provided in compliance with the County ambulance service plan provisions for provider selection.

"Eight Hundred MHz (800 MHz)" means a radio system used for emergency communications throughout the County.

"Emergency Medical Dispatcher" (EMD) means a person who is certified as an EMD by the Board on Public Safety Standards and Training as defined in ORS 401.735.

"Emergency" means a non-hospital occurrence or situation involving illness, injury, or disability requiring immediate medical services, wherein delay of such services is likely to aggravate the condition and endanger personal health or safety.

"Emergency Medical Services" (EMS) means those pre hospital functions and services whose purpose is to prepare for and respond to medical emergencies, including rescue, first responder services, ambulance services, patient care, communications, system evaluation, and public education.

"Emergency Medical Services Medical Director" (EMSMD) means a physician employed by the County to provide medical direction to the EMS system and medical supervision to EMTs providing emergency medical services within the County.

"Emergency Medical Technician" (EMT) means a person certified at one of the levels defined in ORS Chapter 823.

"Employee" means an employee, agent, or EMT employed by a licensee.

"First Responder" means an organization that provides fast response to emergency medical calls by EMTs before the arrival of an ambulance. These organizations are currently fire departments throughout the County.

"HEAR" means an identified radio frequency used for ambulance to hospital and hospital to hospital radio communications.

"License" means a non-transferable, non-assignable permit, personal to the person or corporation to whom it is

issued, issued by the administrator, authorizing the person or corporation to do business in Multnomah County.

"Licensee" means a person or corporation possessing a valid license under this chapter.

"Mass Casualty Incident" (MCI) means an emergency medical incident with enough injured or ill persons to meet the requirements for scene and medical management as defined in the EMS Administrative Rules, MCI Plan.

"Medical Advisory Board" (MAB) means the advisory committee appointed by the Multnomah County Board of Commissioners as defined in this chapter.

"Medical Resource Hospital" (MRH) means that hospital, contracted to MCEMS, to provide on-line medical control to EMTs.

"Multnomah County EMS (MCEMS)" means that organizational division within the Health Department responsible for the administration and coordination of the EMS system in the County.

"Non-Emergency Ambulance" means an ambulance, licensed by the County under this chapter, that provides routine medical transportation to patients who do not require emergency response.

"On-line Medical Control" means medical direction and advice given to an EMT, by a physician, through radio or telephone as a supplement to the written patient care protocols.

"Provider" means any public, private, or volunteer entity providing emergency ambulance or first response to medical emergencies.

"Provider Selection Process" means the process established by the County for selection of an exclusive emergency ambulance service provider.

"Public Safety Answering Point" (PSAP) or "9-1-1" means the organization that answers calls for police, fire, and emergency medical assistance that are received from persons dialing 9-1-1. This service is provided by BOEC.

"Urban Growth Boundary" (UGB) means the planning boundary developed by METRO that delineates the areas considered "urban" and "rural" for purposes of this chapter.

"User Fees", EMSMD Fees, or "Franchise Fees" means the fees established under Multnomah County Code, payable by the

provider to the County, for system administration, regulation, and medical supervision.

**6.33.030. License required.**

It shall be unlawful for any person to do business in Multnomah County without a license issued under this chapter.

**6.33.035. Exemptions.**

This chapter shall not apply to:

(A) Vehicles owned or operated by the Federal government.

(B) Vehicles being used to render temporary assistance in the case of public catastrophe or emergency with which the licensees and other defined units are unable to cope.

(C) Vehicles operated solely on private property, the incidental crossing of public streets or roads notwithstanding.

(D) Persons operating vehicles under subsections (A) through (C) of this section.

**6.33.040. License Types**

(A) There shall be three types of ambulance licenses available in the County.

(1) Advanced Life Support (ALS).

(2) Basic Life Support (BLS).

(3) Air Ambulance.

(B) Marine Ambulances shall be considered as a marine version of either (1) or (2) above.

(C) In addition, the EMSMD may designate a license type for Critical Care Transport (CCT).

(D) MCEMS shall promulgate rules for each type of ambulance that specify staffing, equipment, supplies, use, operating policies, and other pertinent requirements for doing business in the County.

(E) The authorization to respond to emergency medical calls is not a condition of license and such authorization must be separately obtained under Section 6.33.455 of this chapter.

### **6.33.043. Ambulance Staffing.**

(1) ALS ambulances responding to emergency calls shall be staffed with two(2) EMT-Paramedics.

(2) ALS ambulances transferring patients from hospitals to other facilities may be staffed at the minimum with one(1) EMT-Paramedic and one(1) EMT-Basic.

(3) The EMSMD shall specify staffing requirements for critical care ambulances if such a license is required under this chapter.

(4) All other ambulances shall be staffed with two(2) EMT-Basics and shall provide only BLS service.

(5) EMT-Intermediates staffing BLS ambulances in Multnomah County shall do so at the EMT-Basic scope of practice.

### **6.33.045. License Requirements**

To obtain a license and remain a licensee, each applicant must:

(A) Meet all Federal, State, and County requirements for the operation of an ambulance.

(B) Comply with the application and license renewal requirements under this chapter.

(C) Maintain vehicles and equipment in accordance with standards, requirements and provisions of state statutes and rules and in accordance with the provisions of this chapter.

(D) Maintain, and make available as requested by MCEMS, a patient care record for each ambulance call, dispatch records, both written and recorded, for all calls and requests for service, and other information pursuant to this chapter.

(E) Prohibit from practice, any EMT or EMT trainee who suffers suspension, revocation, or termination of certificate by the state health division, or who is not currently approved for practice by the EMSMD.

(F) Identify and mark ambulances in accordance with this chapter.

(G) Meet all other applicable requirements under this chapter.

(H) Pay to County all fees required under this chapter.

### **6.33.050 Application for License.**

(A) Application for a license issued under this chapter shall be made on forms provided by MCEMS and containing information found necessary to achieve the purposes of this chapter. This will include a schedule of rates to be charged by the licensee.

(B) A license fee of \$250.00 for each ambulance operated by the applicant shall accompany the license application. No application will be considered without the accompanying fee.

(C) No additional fee shall be charged for an ambulance that is replacing a currently licensed ambulance during the license period.

(D) The fee shall cover the annual license period and shall not be prorated for less than the period.

(E) Fees under this section shall not apply to governmental providers of EMS (unless under contract to the County), rural fire protection districts, or volunteer ambulance companies.

### **6.33.055. Inspection.**

(A) Within thirty (30) days of the receipt of an application for a new license, MCEMS shall inspect and test each ambulance for which a license is requested.

(B) Subsequent inspections of licensed ambulances may be made from time to time to determine continued compliance with this chapter.

### **6.33.060. Issuance of License.**

The administrator shall issue a license upon finding that:

(A) An accurate and complete application has been submitted and all fees, if required, have been paid;

(B) Insurance policies as required by State and County are in force;

(C) Ambulances, equipment and personnel meet all requirements of state law and this chapter;

(D) Personnel staffing the ambulance are approved for practice by the EMSMD;

(E) All County rules and regulations governing the operation of an ambulance service and other applicable rules and regulations have been met;

(F) A schedule of charges for service have been filed with MCEMS.

**6.33.065. Denial of Application; License Revocation.**

(A) In the event that an applicant's request for a license is denied, or revoked or suspended, the administrator shall provide the applicant or licensee with a written notice of the action, clearly stating the facts and conclusions and ordinance or rule provision upon which the action is based. This applicant must be advised of the right to appeal and the time within which such appeal must be filed. The applicant may then appeal under Section 6.33.098 of this chapter or file an amended application without an additional fee.

(B) Fees submitted with an application that is denied are not refundable.

(C) Any person whose license has been denied or revoked may, after one year from the date of denial or revocation, reapply for a license upon submittal of a new application and the required fees under Section 6.33.050 of this chapter.

**6.33.070. License Term**

The initial license shall be for a period to terminate with the conclusion of the fiscal year of the County. Renewed licenses shall be for a period of twelve (12) months.

**6.33.075. Renewal**

(A) Renewal applications shall be made no later than thirty (30) days prior to the license expiration date.

(B) Fees for the renewal of a license shall be the same as the fees for an initial license and shall be paid at the time of the renewal application.

(C) Where a licensee has made a timely application for renewal, such license shall not be deemed to expire, despite any stated expiration date on the license, until a formal order granting or denying the license has been issued.

### **6.33.080. Notification of Change in Circumstances.**

If the status of a licensee under this chapter changes in regard to the number of ambulances owned or operated, the sale or discontinuance of the business, or anything substantially changing the information contained in the initial application, the licensee must immediately inform MCEMS of such changes.

### **6.33.085. Ambulance Identification; Advertisement.**

(A) All ambulances shall meet all identification requirements specified in state and federal statute.

(B) Ambulances under contract to the County for emergency medical response shall be identified as specified in the contract and shall not display any telephone number other than "9-1-1"

(C) Ambulances not under contract for emergency medical response may not display words such as "paramedic unit", "medic unit", "advanced life support", "emergency", or other words indicating a level or type of medical care provided.

(D) Ambulances not under contract to the County may not advertise on the ambulance or in any other way that they provide emergency medical response. They may not display "9-1-1" on the ambulance.

### **6.33.090. Prohibited Activities.**

No applicant or licensee, applicant or licensee's employee, or any other person doing business under this chapter shall:

(A) Make a false statement of a material fact, or omit disclosure of a material fact, in an application for a license;

(B) Monitor or intercept police, fire, medical, or other radio dispatch or transmission with the intent of providing service or for profit or gain;

(C) Solicit information as to accident locations by payment of any form of gratuity;

(D) Charge for services not performed, make duplicate charges for the same service, or charge rates exceeding those on file with MCEMS;

(E) Perform the services of an EMT unless authorized by state law, this chapter, and the requirements adopted thereunder;

(F) Respond by ambulance to an emergency call unless so authorized by BOEC or under a provision of this chapter;

(G) Falsify, deface, or obliterate a license or certificate required under this chapter;

(H) Transport an emergency patient in any other vehicle other than a licensed ambulance and to any other facility other than a hospital emergency department unless otherwise allowed for in this chapter.

(I) Receive on-line medical advice from any other source other than Medical Resource Hospital (MRH) unless communications with MRH are unavailable.

#### **6.33.095. Violations**

(A) The administrator shall, upon finding that a violation of this chapter or applicable federal, state, municipal, or County laws, ordinances, rules, or standards and requirements affecting emergency medical services has occurred, provide written notice to the licensee, and shall demand that if correctable, the violation be corrected within not more than thirty (30) days from the date of notice, and/or, subject to the authority of the administrator, to immediately suspend or revoke a license under Section 6.33.099 of this chapter.

(B) In the event of a notice under subsection (A) of this section:

(1) The licensee shall notify MCEMS when corrective action, if required, has been taken.

(2) If a licensee fails to take required corrective action in the time required, the licensee may be fined or the license may be revoked or suspended, subject to appeal under Section 6.33.098 of this chapter.

(3) Notice shall be in writing. Mailed notices shall be given to the last known address of the licensee and shall be considered given at the date of mailing.

#### **6.33.096. Penalty; Additional Remedies.**

(A) Violation of this chapter shall be a County offense and may be punished by a civil penalty of not more than \$10,000.

(B) A schedule of fines to be levied for violations of this chapter shall be found in EMS administrative rule.

(C) Additional penalties for contract violations are found in the contract for exclusive emergency ambulance service.

(D) The provisions of this section are in addition to and not in lieu of other procedures and remedies provided by law.

#### **6.33.098. Appeals.**

(A) A person receiving a notice of denial, refusal to renew, suspension, or revocation of license, or a violation as provided in this chapter, may request a hearing by an appeals hearing officer by filing a written request with the administrator within ten (10) days of the date of the notice, setting forth reasons for the hearing and the issues to be heard.

(B) The administrator shall, upon receipt of a timely request, notify the hearings officer who will set a time and place for the hearing not more than thirty (30) days from the date of the receipt of the request for a hearing and notify the parties.

(C) The hearing shall be conducted by the hearings officer in accordance with the most recently published Attorney General's Model Rules of Procedure.

(D) The hearings officer shall issue a final order within thirty (30) days of the termination of the hearing.

(E) An appeal of the final order, may be filed within ten (10) days of the date of the order, with the clerk of the Board, who shall schedule a hearing before the Board and notify the parties.

(F) The Board may confirm, alter, or revoke the order of the hearing officer and the action of the Board shall be considered final.

(F) A licensee who is unsuccessful in an appeal to a hearings officer or in any subsequent appeal to the Board, shall reimburse the County for the fee paid to the hearings officer.

#### **6.33.099. Effect of Filing a Hearing Request.**

Filing of a hearing request shall abate any further proceedings by the administrator, provided however, that in any case where the EMS Medical Director or the County Health Officer finds a serious danger to the public health or safety, the administrator may suspend or refuse to renew a license without a hearing. The effected licensee receiving such a notice may request a hearing with the Board of

Commissioners, within thirty (30) days of the notice, without a hearing under Section 6.33.098 of this chapter, and the initial notice may be confirmed, altered or revoked by the Board of Commissioners.

#### **6.33.100. Medical Direction and Supervision.**

(A) There shall be established, as an employee of the Health Department, appointed by the Health Officer, the position of Emergency Medical Service Medical Director (EMSMD).

(B) The EMSMD shall serve as the physician supervisor for all EMTs in the employ of licensed ambulance services within the County and working within the County. In addition, the EMSMD may serve as the physician supervisor for EMTs employed by EMS first responder agencies, by agreement with the County.

(C) Duties of the EMSMD include, but are not limited to:

(1) Approval for practice for all EMTs. Approval shall be provided to each EMT and his/her employer, in writing, and a record kept by MCEMS;

(2) Creation of policies for limiting the practice of EMTs when necessary, including adequate due process protections for the effected EMT;

(3) Setting the standards for training and continuing education for EMTs and EMDs;

(4) Implementation of a quality management program designed to provide for the continuous improvement of patient care and other aspects of the EMS system;

(5) Promulgation of standards of patient care, **consistant with the Ambulance Service Area plan and** including, but not limited to:

(a) Dispatch and pre-arrival protocols;

(b) Transport triage criteria and protocols;

(c) Specific requirements for EMTs working within the County;

(d) Approved equipment, supplies, and drugs;

(e) Patient care protocols;

(f) Medical criteria for response times;

(h) Critical care inter-facility transport criteria.

(D) Assistants to the medical director.

(1) The EMSMD may appoint assistants to help carry out the duties assigned to the Medical Director. The EMSMD retains the sole responsibility for all assigned duties.

(2) Funding for assistants to the EMSMD, if any, shall be recommended by the administrator.

(E) The EMSMD may appoint committees or individuals as deemed necessary, to provide advice regarding the duties of the medical director.

(F) The administrator is authorized to collect fees from employers of EMTs to off-set the cost to County for the EMSMD and any assistants. These fees shall be limited to the salary and benefits of the EMSMD and agents. Fees will change only with compensation changes approved by the County.

#### **6.33.105. On-line Medical Control.**

(A) On-line medical control shall be provided by a Medical Resource Hospital (MRH).

(B) Standards for the MRH shall be determined by the EMSMD and implemented through a performance agreement between MRH and MCEMS.

(C) Compensation for MRH services shall be recommended by the administrator and approved by the Board of County Commissioners.

#### **6.33.110. EMS Medical Advisory Board.**

(A) There is created an EMS Medical Advisory Board (MAB) which shall consist of the following persons:

(1) Three physicians, interested and involved in pre-hospital emergency care, one each recommended from the following organizations: the Multnomah County Medical Society, the American College of Emergency Physicians, and MRH;

(2) One physician, recommended by the County Health Officer as a member-at-large;

(3) One nurse, specializing in emergency care, and recommended by the Emergency Nurses Association;

(4) Two paramedics recommended by organizations representing paramedics.

(B) Members shall be appointed by the Board for terms of three years.

(C) Responsibilities shall include:

(1) Provision of advice to the EMSMD and MCEMS;

(2) An annual report to the Board of County Commissioners on the effectiveness of pre-hospital medical care provided by the EMS system to the citizens of Multnomah County.

(D) The chair of the MAB shall be appointed by the EMS Medical Director.

(E) Members shall be reimbursed for expenses authorized by the administrator .

#### **6.33.115. Training and Education.**

(A) All training and continuing education for EMTs will be provided through a coordinated educational program approved by the EMSMD.

(B) The program will offer education and training opportunities which include state recertification requirements, issues identified as a result of the quality improvement process, new, "state-of-the-art" information, changes in patient care protocols, and other pertinent topics.

(C) Current and additional training and education resources from the public and private sectors will be used to provide these activities to EMTs. They will be coordinated to insure their maximum use and availability.

(D) Particular attention will be paid to the training needs of the volunteer rural first responders and system resources will be made available to assist in meeting these needs.

(E) Training and education standards, EMT attendance requirements, and County specific education and training requirements shall be the responsibility of the EMSMD.

(F) There may be appointed, an "education coordinator" to assist the EMSMD. This position may be employed by the County or provided under contract to the County. This position may be funded from EMS system revenues as specified by the administrator and with the agreement of the majority of licensees.

### **6.33.200. EMS Program Office, Administration.**

(A) There shall be within the County Health Department an EMS program office (MCEMS) which is responsible for the implementation, regulation, coordination, and enforcement of this chapter, the ambulance service plan and other EMS planning, and the administration of the emergency ambulance service contract.

(B) The responsibilities in (A) above may be accomplished through the promulgation of administrative rules, by the administrator, in accordance with the County's administrative rule process. All such rules that pertain to patient care, EMT practice, ambulance equipment and supplies, and other medical matters shall be approved by the EMSMD prior to implementation.

(C) The administrator is delegated the authority for the enforcement of this chapter including the requirement for the production of relevant records, documents, and recordings. The administrator shall have the authority to subpoena such records when necessary to insure their production.

(D) The administrator may hold hearings on matters of compliance with this chapter and subpoena and require attendance of witnesses at such hearings.

(E) The administrator may appoint committees or individuals, as deemed necessary, to provide advice to the administrator.

### **6.33.300. System Quality Management and Improvement.**

(A) All licensees are required as a condition of license, and all other EMS providers are encouraged, to participate in the quality management program for the EMS system. Participation includes:

(1) Providing patient care data, dispatch and call determination data, EMT training and education information, vehicle maintenance information, EMT rosters, patient or other complaints, and other data and information determined by MCEMS to be necessary for the quality management process. This data is to be provided in a form and frequency to be determined by MCEMS;

(2) Serving on review bodies, committees, problem solving groups, as may be required;

(3) Implementing system changes and modifications in a timely manner;

(4) Maintaining an internal quality improvement process and providing information on the problems and outcomes to the system program;

(B) All data, information, and proceedings associated with the quality management program that could identify patients, specific events, patient medical conditions, locations, or other possible identifiers shall be considered confidential and protected from discovery in accordance with ORS Chapter 1079.

(C) There shall be a quality management committee, chaired by the EMSMD, and responsible for the development, implementation, and on-going monitoring of the quality management and improvement process.

#### **6.33.400. EMS First Response**

(A) MCEMS shall enter into agreements with all agencies providing medical first response. These agencies are fire departments and districts, police or sheriff, or other public emergency responders. These agreements shall include, but are not limited to:

- (1) Types of call response and dispatch protocols,
- (2) Response time goals,
- (3) Level of personnel training and staffing,
- (4) Educational and training support provided by MCEMS,
- (5) Equipment, supply, or other support from MCEMS,
- (6) Quality management participation,
- (7) Medical supervision through the EMSMD.

#### **6.33.450. Emergency Ambulance Service Area.**

(A) All of Multnomah County comprises a single ambulance service area served by a provider selected by the board and operating under contract or intergovernmental agreement with the County which specifies the conditions of service.

(B) In order to insure the most effective medical response with the resources available MCEMS will:

- (1) Enter into an exclusive emergency ambulance service contract with a qualified ambulance service provider.

(2) Designate response time zones within the ambulance service area. Each zone will have a response time requirement for each level of service.

(3) The zones designated in (1) above will be incorporated into the contract for exclusive emergency ambulance service.

(4) Through intergovernmental agreements specifying the details of service, allow EMS agencies from other jurisdictions to provide service into Multnomah County when such an action will allow for better service to the citizens in the identified areas of the County. MCEMS may likewise allow contracted agencies to serve similar areas in other jurisdictions.

#### **6.33.455. Exclusive Emergency Ambulance Service Contract**

(A) The exclusive provider of emergency ambulance service for the single ASA in the County shall be selected through a competitive proposal process by the Board of County Commissioners.

(B) MCEMS shall prepare the necessary request for proposals specifying all criteria necessary for the preparation of a proposal and the selection of a provider.

(C) The contract for emergency ambulance service shall specify all performance and operational criteria not otherwise stated in this chapter. The selected emergency ambulance provider shall enter into an agreement with the County that includes, but is not limited to, the following:

(1) The qualifications required to provide service under the agreement;

(2) Performance criteria such as response time requirements, area coverage, staffing;

(3) Charges for service;

(4) Information and data reporting requirements;

(5) The relationship between the parties to the agreement;

(6) Specifics of participation in the EMS system quality improvement program;

(7) Medical supervision requirements;

(8) Remedies for failure to meet the tenants of the agreement; and

(9) Fee requirements for medical supervision and program management and support.

(B) The contract shall have specific requirements that insure appropriate policies effecting the employees of the provider. These requirements include:

(1) A workforce diversity plan that meets all federal, state, and local standards. The plan must include a specific process for the recruitment and retention of women and minority EMTs.

(2) Agreement to provide employment consideration and priority to paramedics displaced from employment with the providers in Multnomah County prior to the contract implementation to the extent that positions are available.

(3) Providing an Employee Assistance Program (EAP) to all EMTs. The EAP programs in force by the County and the city of Portland shall serve as the standard for evaluation of offered programs.

#### **6.33.460. Reassignment**

(A) Should the contracted provider resign its interest in the ASA or should the County terminate the agreement, the County shall then select a replacement provider(s) by a method recommended by the administrator and approved by the Board.

(B) At the end of the term of the contract the Board may exercise its option of renewing the contract or seeking a replacement provider.

#### **6.33.500. Ambulance Charges for Service.**

(A) All licensees under this chapter shall provide MCEMS with a schedule of the charges (fees) for services they provide. This schedule must be current at all times.

(B) No charge for service may exceed that which is listed on the most recent schedule on file at MCEMS.

(C) Charges for services provided under contract to the County shall be limited to those specified in the contract and may not be changed, adjusted or modified except through the rate adjustment proceeding.

#### **6.33.505 Rate Adjustment Definitions.**

"Applicant" means a provider whose rates are regulated pursuant to this chapter and who requests or applies for a rate adjustment.

"Intervenor" means a person whom the Contract Review Committee (CRC) or the hearings officer has allowed to participate in a proceeding subject to the rights provided by these Rules.

"Officer" means a hearings officer to whom the County has delegated authority to conduct hearings pursuant to these rules.

"Operating expenses" or "allowable costs" means those costs attributed to the provision of emergency medical services provided under the exclusive provider agreements required by this chapter.

"Party" means a provider whose rates are regulated pursuant to this chapter and any person admitted as an intervenor pursuant to these Rules.

**6.33.510. Contract Compliance and Rate Regulation Committee (CRC).**

(A) There shall be a Contract Compliance and Rate Regulation Committee (CRC), appointed by the Board of County Commissioners, upon the recommendation of MCEMS.

(B) The CRC shall be comprised of the following members:

- (1) A person with expertise in ambulance operations;
- (2) An attorney with health care expertise;
- (3) A person in the business of health care administration or health care financing;
- (4) An accountant;
- (5) An EMS provider not regulated by this chapter;
- (6) A citizen residing within Multnomah County.

(C) The CRC will meet and review the response times and other performance requirements of the ambulance service contract and make recommendations to the EMS Administrator. The CRC will review all requests for rate adjustments and make recommendations to the EMS Administrator.

(D) The initial rates incorporated in the exclusive ambulance service contract shall be verified and recommended to the Board by the RFP evaluation committee, acting as the Contract Compliance and Rate Regulation Committee for purposes of this initial review.

### 6.33.515. Rate Adjustment Procedure.

(A) A request for a rate adjustment may be made by a licensee whose rates are regulated by this chapter or by MCEMS. This process is for contested rate increases or unusual rate increase requests. The exclusive ambulance contract rate adjustment formula is not subject to this section.

(B) The rate adjustment procedure is a contested hearings process with an appointed hearing officer that allows all interested, qualified parties to participate. The order of the hearing officer is forwarded to the CRC for final determination of the rates to be charged.

(C) There are a variety of persons who may participate in rate proceedings conducted by the County. They include the contracted provider of emergency ambulance service, other providers of ambulance service, third party payers for ambulance service, MCEMS, employees of ambulance companies, and users of emergency ambulance service.

(D) The regulated provider shall submit to the rate hearing a reviewed financial statement prepared by a certified public accountant or, if a public provider, by the appropriate financial officer.

(E) Financial statements shall be in a form and include accounts as required by MCEMS. The statements shall show only allowable costs as specified in the ambulance service contract and also shall show total costs for all accounts that require an allocation to determine allowable costs including the application of the allocation methodology to the total costs.

(F) Any person who resides or does business in Multnomah County may petition to intervene in any proceeding conducted under this section. The petition to intervene shall contain the following information:

- (1) The name and address of the petitioner;
- (2) The name and address of the attorney, if any, representing the petitioner;
- (3) If the petitioner is an organization, the number of members in and the purposes of the organization;
- (4) The nature and extent of the petitioner's interest in the proceeding;
- (5) The issues the petitioner intends to raise at the proceeding; and

(6) Any special knowledge or expertise of the petitioner which would assist the County in resolving the issues in the proceeding.

(G) If the hearings officer finds the petitioner has sufficient interest not otherwise represented in the proceeding and the petitioner's appearance and participation will not unreasonably broaden the issues, burden the record, or unreasonably delay the proceeding, the hearings officer shall grant the petition.

(H) The hearings officer shall set the time and place for a hearing on the proposals for a rate adjustment. The hearing shall be held within 15 days of the time fixed by the administrator for receipt of the schedules of proposed rates. Notice shall be served on all parties at least 30 days prior to the date of the hearing, in person, by mail, or by any other reasonable means of delivery.

(I) MCEMS may request of any party the production of documents relevant to the determination of any issue currently a part of a rate setting proceeding under this chapter. The request shall set forth the general relevance and reasonable scope of the documents sought. A party may return with any requested documents a form protective order providing for the confidentiality of those documents. The form protective order shall be provided by MCEMS with each and every request for documents. Should a party refuse to produce the requested documents, the administrator may issue a subpoena for the documents.

#### **6.33.520. Orders.**

(A) The hearings officer shall issue a written recommended order, no later than 30 days after the date on which the hearing was closed, which shall be based solely on the record made at the hearing and shall forward that order to the CRC.

#### **6.33.525. CRC Rate Review Procedures.**

(A) The CRC shall schedule a review of the recommended order, which shall be held no more than 30 days after service of the recommended order.

(B) CRC review of final recommended orders shall be confined to the record of the proceeding below, which shall include:

(1) All materials, submitted by any party and received by the hearings officer;

(2) All materials submitted by staff to the hearings officer;

(3) The transcript of the hearing below;

(4) The findings and conclusions of the hearings officer.

(C) The CRC may allow oral or written argument by the parties.

(D) Parties shall limit their argument to the CRC to issues regarding an error of law or fact in the order which is essential to the decision and which the party raised in exceptions filed under these Rules.

(E) The CRC may affirm, reverse, remand, or modify the decision of the hearings officer.

(F) The CRC shall prepare a decision which shall include written findings of fact and conclusions, based upon the record. The CRC shall serve the decision upon all parties to the hearing.

(G) Unless appealed to the Board within the time specified, the decision of the CRC shall be final and non-appealable.

#### **6.33.530. Appeals to Board of Commissioners.**

(A) Within 10 days from the date a decision of the CRC is served, a party may file an appeal with the Board.

(B) The appeal to the Board shall specify:

(1) The portion of the challenged order which the appellant contends is erroneous or incomplete;

(2) The portion of the record, laws, or rules relied upon to support the appeal;

(3) The change in the order which the Board is requested to make;

(C) The Board may grant an application for an appeal if the applicant shows that there is an error of law or fact in the order which is essential to the decision and which the party appealing raised in exceptions filed under these Rules.

(D) The Board may affirm, reverse, remand, or modify the decision of the CRC.

(E) The Board's decision shall become final at the close of business on the 10th day after service of the decision on the parties.

### **6.33.535. CRC Contract Compliance Review Procedures.**

(A) The CRC shall meet, at least annually, to review the performance, as specified in the contract, of the contractor for emergency ambulance service.

(B) Data and information necessary for this review shall be provided by the contractor, BOEC, MCEMS, and others, as requested by the CRC.

(C) The CRC will review the performance of the contractor and make recommendations to the EMS Administrator as to the contract compliance of the contractor.

### **6.33.600. Ambulance Dispatch.**

(A) Dispatch for emergency contracted ambulances shall be provided by the City of Portland, Bureau of Emergency Communications (BOEC).

(B) Dispatch requirements and performance standards, medical triage protocols, medical information requirements (pre-arrival instructions), and data requirements shall be specified in an intergovernmental agreement between BOEC and the County. The medical protocols and medical information requirements specified in that agreement shall be promulgated by the EMSMD.

(C) MCEMS, in conjunction with BOEC and the ambulance contractor, shall determine the necessary information to be supplied by the contractor to insure the optimal operation of the ambulance dispatch and require the provider to supply this information in the form and manner designated. This information shall include ambulance deployment schedules and "move up" criteria and locations (system status plan).

(D) All licensees receiving requests for ambulance services through their business telephone or by any other means other than BOEC, shall, using the triage guide, approved by MCEMS and employed at BOEC, determine if the call meets the emergency dispatch requirements. If the call meets these requirements, that call information is to be transferred to 911 for dispatch. Licensees are prohibited from dispatching an ambulance to a call that meets emergency dispatch criteria.

(E) Ambulances, when responding to emergency calls, shall inform BOEC of their status for response; immediately notifying BOEC of any change from a previous status. The record of this information, along with the time of each notification, shall be kept at BOEC and shall comprise the official record for purposes of contract monitoring and compliance.

**6.33.625 Code-3, (Priority 1, Lights and Sirens).**

(A) "Code-3" or "Priority 1" means driving an emergency vehicle with the aid of warning lights and sirens.

(B) Ambulances may respond to a call Code-3 only when dispatched by BOEC.

(C) Ambulances are prohibited from responding to a hospital or other facility, for the purpose of initiating a non-patient call (e.g. pick up of a transport team), code-3.

(D) Any ambulance use of code-3 driving other than to respond to an emergency call dispatched by BOEC, deliver a patient to a hospital, or to deliver a transplant organ to a hospital shall be reviewed by MCEMS for appropriate use of code-3 driving. "Appropriate" is defined as responding to save the life of a patient.

**6.33.650. Communications.**

(A) Each ambulance shall be equipped with radios and/or other communication equipment as specified by MCEMS.

(B) All ambulances will be equipped, at a minimum, with a radio that allows communication with their dispatch center and the receiving hospitals.

(C) Each receiving hospital and MRH will communicate with ambulances on radio equipment specified by MCEMS.

(D) It shall be the responsibility of each licensee to purchase, install and maintain such equipment. The County shall not be responsible for any cost associated with this equipment.

(E) The policies for the use of such equipment, the security of the equipment, and system access requirements shall be promulgated by MCEMS in conjunction with the City of Portland and other parties involved in radio system operations.

**6.33.655. Hospital Availability, Ambulance Diversion.**

(A) Information regarding the ability of hospitals to receive ambulance transported patients shall be provided to ambulance units, by BOEC, using the CHORAL system.

(1) Each receiving hospital wishing to change its receiving status from time to time shall be equipped with the necessary computer and other requirements for participation in the CHORAL system. Hospitals not

participating in the CHORAL system shall be considered available for ambulance transports at all times.

(2) Ambulance companies may have CHORAL equipment for purposes of monitoring the system. The BOEC CHORAL computer information shall be the official information for the CHORAL system.

(B) Ambulances may be diverted from an intended hospital destination based only on the information provided by the CHORAL system. In the event of a failure of the CHORAL system, other means of communication, as authorized by the administrator, may be used to convey the hospital status.

(C) Nothing in this chapter is intended to supersede any state or federal laws or regulations regarding ambulance diversion or patient destination.

#### **6.33.700. Mass Casualty Incidents (MCI)**

(A) The MCI plan, as attached to the EMS administrative rules, shall serve as the guide for the response of first responders and ambulances and the care and transportation of persons, when the number of persons meets the criteria for implementation of the plan. This plan shall be reviewed from time to time by the EMSMD and modified when necessary to insure that current standards of care are being met.

(B) It is the intent that the MCI plan will be developed and maintained on a regional basis.

(C) Any licensed ambulance may be required to respond to a mass casualty incident. Those ambulances not under contract to the County will be used only at the request of the EMS administrator or by EMS approved protocol.

#### **6.33.750. Special responses.**

(A) Emergency medical response to certain calls may require specialized equipment and specially trained personnel. These calls include, but are not limited to, hazardous material calls, search and rescue, extrication, trench, dive, and high angle rescue, and support for law enforcement response teams. These specialized responses are the responsibility of the fire first responders, and in the case of search and rescue, the sheriff.

(B) Response by specialized units of the ambulance providers shall be only at the direction of the responding provider in (A) above, through BOEC dispatch.



# Emergency Medical Services

Multnomah County

BOARD OF  
COUNTY COMMISSIONERS  
1995 APR -4 PM 4:28  
MULTNOMAH COUNTY  
OREGON

MEMORANDUM

TO: Chair, Board of County Commissioners  
County Commissioners

FROM: Bill Collins  
EMS Director

DATE: 4/4/95

RE: Suggested amendments to Ordinance 6.33

=====

Subsequent to the first reading of Ordinance 6.33 on March 30, 1995 we received a list of six (6) proposed amendments from AMR, one concern was identified by a Board staff, and one concern is carried over from March 30, 1995.

A. The AMR proposed six amendments are essentially those proposed at the March 30 reading. See attached.

1. Section 6.33.020 Definitions, "Ambulance"

AMR proposes deletion of the last sentence in the definition of Ambulance. This language was added to clarify our intention to license all vehicles that met this test for an ambulance. It adds to the State definition.

Recommendation #1 : Do not change the definition.

2. Section 6.33.020 Definitions, "Emergency Medical Services"

AMR proposes deleting reference to first responder services. Both first responder services and public education were added to define EMS as a system of services. There is no State definition of EMS.

Recommendation #2 : Do not change the definition.

Health Department  
426 S.W. Stark Street—9th Floor · Portland, Oregon 97204 · 248-3220 · Fax 248-5453

3. Section 6.33.020, Definitions, "Provider"

AMR proposes deleting reference to first responder services". It was added to be consistent with the definition of Emergency Medical Services.

**Recommendation #3 : Do not change the definition.**

4. Section 6.33.450, Emergency Ambulance Service Area

AMR proposes adding the language from the ASA plan identifying the areas where intergovernmental agreements are in place for service from providers outside the County. This language would limit our future considerations for the best service. The ASA plan calls for the "fostering of approaches that will reduce any negative effects on services caused by political boundaries" and identifies the need to consider other areas not included in the plan.

**Recommendation #4 : Do not amend this section.**

5. Section 6.33.455, Exclusive Emergency Ambulance Service Contract.

AMR proposes adding the language from the ASA plan that state that the RFP will be developed by a consultant. The RFP development process is concluded and there is no reason to put this language in. In addition, this section is for the initial assignment of a provider. Section 6.33.460 speaks to reassignment.

**Recommendation #5 : Do not amend this section.**

6. Section 6.33.750, Special Responses.

AMR proposes deleting the language "but not limited to" in reference to types of special responses. The plan listed the special responses in place at the time of plan approval. There may be other special responses that will subsequently be identified and this language recognizes this possibility.

**Recommendation #6 : Do not delete the language.**

B. Section 6.33.510-515 details the duties of the Contract Compliance and the Rate Regulation Committee (CRC) and the process of rate adjustment. While the section specifies the procedures to be used it does not identify the criteria to be used in the decisions.

Recommendation #7: Add as 6.33.510 (E);

"The CRC shall develop criteria to be used for rate adjustment decisions; to be approved by the Board."

C. At the first reading of the ordinance Section 6.33.043, Ambulance Staffing, (5) "EMT-Intermediates staffing BLS ambulances in Multnomah County shall do so at the EMT-Basic scope of practice" was discussed in reference to the changes in the EMT-Basic scope of practice made by the Board of Medical Examiners (BME). Because we do not know yet the effect of the BME;

Recommendation #8:

Delete: 6.33.043 (4) and (5)

Add: (4) All other ambulances will be staffed with EMT-Basic <sup>or</sup> EMT-Intermediates whose orders and level of service will be specified by the EMSMD and which will allow for the medically appropriate transportation of patients with the most cost effective staffing.

O'DONNELL RAMIS CREW  
CORRIGAN & BACHRACH

JEFF H. BACHRACH  
THEODORE W. BAIRD  
PAMELA J. BEERY  
MARK L. BUSCH  
DOMINIC G. COLLETTA\*\*  
CHARLES E. CORRIGAN\*  
STEPHEN F. CREW  
GARY F. FIRESTONE\*  
WILLIAM E. GAAR  
G. FRANK HAMMOND\*  
MALCOLM JOHNSON\*  
MARK P. O'DONNELL  
TIMOTHY V. RAMIS  
WILLIAM J. STALNAKER  
TY K. WYMAN

ATTORNEYS AT LAW  
1727 N.W. Hoyt Street  
Portland, Oregon 97209

TELEPHONE: (503) 222-4402  
FAX: (503) 243-2944

PLEASE REPLY TO PORTLAND OFFICE

April 3, 1995

CLACKAMAS COUNTY OFFICE  
181 N. Grant, Suite 202  
Canby, Oregon 97013  
TELEPHONE: (503) 266-1149

VANCOUVER, WASHINGTON OFFICE  
First Independent Place  
1220 Main Street, Suite 570  
Vancouver, Washington 98660-2964  
TELEPHONE: (360) 699-7287  
FAX: (360) 696-2051

JAMES M. COLEMAN  
SUSAN J. WIDDER  
SPECIAL COUNSEL

\* ALSO ADMITTED TO PRACTICE IN WASHINGTON  
\*\* ADMITTED TO PRACTICE IN CALIFORNIA ONLY

Multnomah County Board of Commissioners  
Portland Building Room 1410  
Portland, OR 97204

Re: Proposed Amendments to Multnomah County Emergency Medical Services and Ambulance Code (MCC 6.33)

Dear Board of Commissioners:

On behalf of my client, American Medical Response, I hereby submit the following proposed amendments to the above captioned ordinance. We urge the Board of Commissioner to adopt the following amendments to the proposed ordinance so that the Emergency Medical Services and Ambulance Code will be in compliance with the ASA plan previously adopted by ordinance number 789. Consistency between the two ordinances is important, among other reasons, because it is our opinion that the adoption of a later inconsistent ordinance raises the legal question of implied repeal of the earlier ordinance or portions thereof.

These amendments are also necessary so that the ordinance complies with the requirements of ORS Chapter 823 and OAR Chapter 333 Division 28.

Deleted language is in ~~strikeout~~ and added language is underlined.

1. Section 6.33.020, Definitions

"Ambulance" means any privately or publicly owned motor vehicle, aircraft, or water craft that is regularly provided or offered to be provided for the timely or emergency transportation of persons suffering from illness, injury, or disability. ~~All vehicles capable of providing transportation to the sick or injured and staffed with personnel trained to care for such individuals and equipped with supplies and equipment necessary for the care of the sick or injured shall be considered an ambulance.~~ [See ASA plan, p.11]

Multnomah County Board of Commissioners

April 3, 1995

Page 2

2. Section 6.33.020, Definitions

"Emergency Medical Services" (EMS) means those pre hospital functions and services whose purpose is to prepare for and respond to medical emergencies, including rescue, ~~first responder services~~, ambulance services, patient care, communications, system evaluation, and public education. [See ASA plan, p. 12]

3. Section 6.33.020, Definitions

"Provider" means any public, private, or volunteer entity providing emergency ambulance or ~~first response~~ to medical emergencies. [See ASA plan, p. 13]

4. Section 6.33.450, Emergency Ambulance Service Area

(4) Through intergovernmental agreements specifying the details of service, allow EMS agencies from other jurisdictions to provide service into Multnomah county when such an action will allow for better service to the citizens in the identified areas of the County. MCEMS may likewise allow contracted agencies to serve similar areas in other jurisdictions.

The affected areas are limited to the following:

- a. The community of Dunthorpe
- b. Portions of Multnomah County located in Lake Oswego
- c. The Skyline area in the Northwest portion of the County
- d. The area adjacent to Columbia County served by Highway 30
- e. Eastern areas of Multnomah County contiguous to Clackamas and Hood River Counties

In addition, Multnomah County EMS serves in other jurisdictions by similar agreements. These areas are:

- a. The North end of Sauvie Island located in Columbia County
  - b. Portions of the City of Portland located in Washington County
- [See ASA plan p. 14]

Multnomah County Board of Commissioners

April 3, 1995

Page 3

5. Section 6.33.455, Exclusive Emergency Ambulance Service Contract

(B) MCEMS shall prepare the necessary request for proposals specifying all criteria necessary for the preparation of a proposal and the selection of a provider. The request for proposals will be developed by an independent consultant retained by the County and the evaluation of the submitted proposals will be by an independent panel, appointed by the County Health Officer in consultation with the EMS Medical Director, and consistent with County purchasing procedures. All contracts require the approval of the Board of Commissioners.

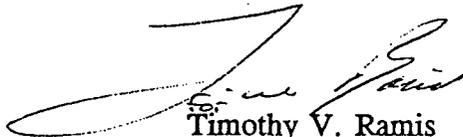
[See ASA plan, p. 32]

6. Section 6.33.750, Special Responses

(A) Emergency medical response to certain calls may require specialized equipment and specially trained personnel. These calls include, ~~but are not limited to,~~ hazardous material calls, search and rescue, extrication, trench, dive, and high angle rescue, and support for law enforcement response teams. These specialized responses are the responsibility of the fire first responders, and in the case of search and rescue, the sheriff. [See ASA plan, p. 26-27]

Thank you for your consideration of these suggested amendments.

Very truly yours,



Timothy V. Ramis

TVR/ach

cc: Bill Collins

Trace Skeen

twb\ach\12070\amendmnt.it1

ORDINANCE FACT SHEET

Ordinance Title: Multnomah County Emergency Medical Services  
and Ambulance Code (MCC 6.33)

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

This ordinance replaces the current MCC 6.32 and updates the code to meet the Ambulance Service Area Plan requirements.

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

None.

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

The current code has been in place for a number of years without problems.

What is the fiscal impact, if any?

None to Multnomah County.  
Changes the ambulance license fees.

(If space is inadequate, please use other side)

SIGNATURES

Person Filling Out Form: 

Planning & Budget Division (if fiscal impact): \_\_\_\_\_

Department Manager/Elected Official: Billi Odgaard

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 816

An ordinance repealing MCC Chapter 6.32 and adopting MCC Chapter 6.33, Emergency Medical Service and Ambulance Code, in order to implement the ambulance service plan for Multnomah County.

Multnomah County ordains as follows:

Section I. Findings.

1. On June 9, 1994 Multnomah County adopted an ambulance service plan in conformance with ORS 823.180. (Ordinance 789)

2. MCC 6.32 currently regulates the provision of emergency medical services within Multnomah County. However, MCC 6.32 predates the ambulance service plan and is not adequate to fully implement the plan.

3. In order to fully implement the plan it is necessary to repeal MCC 6.32, and replace it with a new Emergency Medical Service and Ambulance Code, MCC 6.33.

Section II. Adoption of Code.

The Emergency Medical Service and Ambulance Code, attached hereto as Exhibit A is adopted. The code shall become Chapter 6.33 of the Multnomah County Code.

03/21/95:1

1 Section III. Repeal.

2 MCC Chapter 6.32 is repealed.

3

4 ADOPTED this 6th day of April, 1995, being  
5 the date of its Second reading before the Board of County  
6 Commissioners of Multnomah County, Oregon.



7  
8 *Beverly Stein*  
9 \_\_\_\_\_  
10 Beverly Stein, Chair  
11 Multnomah County, Oregon

12 LAURENCE KRESSEL, COUNTY COUNSEL  
13 FOR MULTNOMAH COUNTY, OREGON

14 By *Jacqueline A. Weber*  
15 Jacqueline A. Weber  
16 Assistant County Counsel

16

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EXHIBIT A

EMERGENCY MEDICAL SERVICE AND AMBULANCE CODE

MULTNOMAH COUNTY CODE 6.33

## CONTENTS

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6.33.300	QUALITY MANAGEMENT/IMPROVE
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6.33.750	SPECIAL RESPONSE

**6.33.005. Title.**

This chapter may be cited as the "Multnomah County Emergency Medical Services and Ambulance Code" and may be so referred to.

**6.33.010. Purpose.**

(A) The Board has determined that it is necessary to regulate providers of emergency medical services and ambulance services to assure that the citizens of Multnomah County receive prompt, effective, efficient, coordinated, and consistently high levels of pre-hospital care before and during transport to a medical facility.

(B) Ordinance 789 (June 9, 1994) adopts the ambulance service plan for Multnomah County. This chapter provides for the implementation of that plan.

**6.33.015. Replacement.**

This chapter replaces Multnomah County Code Chapter 6.32.

**6.33.020. Definitions.**

As used in this chapter, unless the context requires otherwise.

"Administrator" means the administrator of the office of Emergency Medical Services of the Health Department of Multnomah County, Oregon.

"Advanced Life Support" (ALS) means those medical services that may be provided within the scope of practice of a person certified as an EMT-Paramedic as defined in ORS Chapter 823.

"Ambulance" means any privately or publicly owned motor vehicle, aircraft, or water craft that is regularly provided or offered to be provided for the timely or emergency transportation of persons suffering from illness, injury, or disability. All vehicles capable of providing transportation to the sick or injured and staffed with personnel trained to care for such individuals and equipped with supplies and equipment necessary for the care of the sick or injured shall be considered an ambulance.

"Ambulance Services" means the transportation of an ill, injured, or disabled individual in an ambulance and, in connection therewith, the administration of pre hospital medical or emergency care, if necessary.

"Ambulance Service Area" (ASA) means a geographic area that is served by one ambulance service provider and may include all or a portion of County, or all or portions of two or more contiguous counties.

"Ambulance Service Plan" means a written document that outlines a process for establishing a County emergency medical services system. A plan addresses the need for and coordination of ambulance services by establishing ambulance service areas for the entire County and by meeting the other requirements of the Oregon Administrative Rules (OAR).

"Appeals Hearing Officer" or "Hearings Officer" means the person or persons designated to conduct contested case hearings concerning actions in licensing and rate regulation under this chapter.

"Board" means the Board of County Commissioners of Multnomah County, Oregon.

"Basic Life Support" (BLS) means those medical services that may be provided within the scope of practice of a person certified as an EMT-Basic as defined in ORS Chapter 823.

"Bureau of Emergency Communications" (BOEC) means the Bureau within the City of Portland that maintains the 9-1-1 telephone answering system and the dispatch service for police, fire and EMS for the County.

"Contract Compliance and Rate Regulation Committee" (CRC) means the committee appointed by the Board to review contract compliance and to review and recommend rate adjustments.

"CHORAL" means the on-line computer link among all the receiving hospitals within Multnomah County that provides information on the status of those hospitals for receiving ambulance transports.

"Critical Care Transport" (CCT) means an ambulance providing transport between medical care facilities and providing care at the level of a hospital critical care unit.

"County" means Multnomah County, Oregon.

"Division" or "State" means the EMS Section, Oregon Health Division, Department of Human Resources.

"Do business in Multnomah County" means to provide emergency ambulance service, non-emergency ambulance service, or other emergency medical service in Multnomah County, provided however, that transporting patients from

outside the County to a destination within the County only shall not be considered doing business within the County.

"Effective provision of ambulance services" means ambulance services provided in compliance with the County ambulance service plan provisions for boundaries, coordination, and system elements.

"Efficient provision of ambulance services" means effective ambulance services provided in compliance with the County ambulance service plan provisions for provider selection.

"Eight Hundred MHz (800 MHz)" means a radio system used for emergency communications throughout the County.

"Emergency Medical Dispatcher" (EMD) means a person who is certified as an EMD by the Board on Public Safety Standards and Training as defined in ORS 401.735.

"Emergency" means a non-hospital occurrence or situation involving illness, injury, or disability requiring immediate medical services, wherein delay of such services is likely to aggravate the condition and endanger personal health or safety.

"Emergency Medical Services" (EMS) means those pre hospital functions and services whose purpose is to prepare for and respond to medical emergencies, including rescue, first responder services, ambulance services, patient care, communications, system evaluation, and public education.

"Emergency Medical Services Medical Director" (EMSMD) means a physician employed by the County to provide medical direction to the EMS system and medical supervision to EMTs providing emergency medical services within the County.

"Emergency Medical Technician" (EMT) means a person certified at one of the levels defined in ORS Chapter 823.

"Employee" means an employee, agent, or EMT employed by a licensee.

"First Responder" means an organization that provides fast response to emergency medical calls by EMTs before the arrival of an ambulance. These organizations are currently fire departments throughout the County.

"HEAR" means an identified radio frequency used for ambulance to hospital and hospital to hospital radio communications.

"License" means a non-transferable, non-assignable permit, personal to the person or corporation to whom it is

issued, issued by the administrator, authorizing the person or corporation to do business in Multnomah County.

"Licensee" means a person or corporation possessing a valid license under this chapter.

"Mass Casualty Incident" (MCI) means an emergency medical incident with enough injured or ill persons to meet the requirements for scene and medical management as defined in the EMS Administrative Rules, MCI Plan.

"Medical Advisory Board" (MAB) means the advisory committee appointed by the Multnomah County Board of Commissioners as defined in this chapter.

"Medical Resource Hospital" (MRH) means that hospital, contracted to MCEMS, to provide on-line medical control to EMTs.

"Multnomah County EMS (MCEMS)" means that organizational division within the Health Department responsible for the administration and coordination of the EMS system in the County.

"Non-Emergency Ambulance" means an ambulance, licensed by the County under this chapter, that provides routine medical transportation to patients who do not require emergency response.

"On-line Medical Control" means medical direction and advice given to an EMT, by a physician, through radio or telephone as a supplement to the written patient care protocols.

"Provider" means any public, private, or volunteer entity providing emergency ambulance or first response to medical emergencies.

"Provider Selection Process" means the process established by the County for selection of an exclusive emergency ambulance service provider.

"Public Safety Answering Point" (PSAP) or "9-1-1" means the organization that answers calls for police, fire, and emergency medical assistance that are received from persons dialing 9-1-1. This service is provided by BOEC.

"Urban Growth Boundary" (UGB) means the planning boundary developed by METRO that delineates the areas considered "urban" and "rural" for purposes of this chapter.

"User Fees", EMSMD Fees, or "Franchise Fees" means the fees established under Multnomah County Code, payable by the

provider to the County, for system administration, regulation, and medical supervision.

**6.33.030. License required.**

It shall be unlawful for any person to do business in Multnomah County without a license issued under this chapter.

**6.33.035. Exemptions.**

This chapter shall not apply to:

(A) Vehicles owned or operated by the Federal government.

(B) Vehicles being used to render temporary assistance in the case of public catastrophe or emergency with which the licensees and other defined units are unable to cope.

(C) Vehicles operated solely on private property, the incidental crossing of public streets or roads notwithstanding.

(D) Persons operating vehicles under subsections (A) through (C) of this section.

**6.33.040. License Types**

(A) There shall be three types of ambulance licenses available in the County:

(1) Advanced Life Support (ALS).

(2) Basic Life Support (BLS).

(3) Air Ambulance.

(B) Marine Ambulances shall be considered as either (1) or (2) above.

(C) In addition, the EMSMD may designate a license type for Critical Care Transport (CCT).

(D) MCEMS shall promulgate rules for each type of ambulance that specify staffing, equipment, supplies, use, operating policies, and other pertinent requirements for doing business in the County.

(E) The authorization to respond to emergency medical calls is not a condition of license and such authorization must be separately obtained under Section 6.33.455 of this chapter.

### **6.33.043. Ambulance Staffing.**

(1) ALS ambulances responding to emergency calls shall be staffed with two(2) EMT-Paramedics.

(2) ALS ambulances transferring patients from hospitals to other facilities may be staffed at the minimum with one(1) EMT-Paramedic and one(1) EMT-Basic.

(3) The EMSMD shall specify staffing requirements for critical care ambulances if such a license is required under this chapter.

(4) All other ambulances will be staffed with EMT-Basic or EMT-Intermediates whose orders and level of service will be specified by the EMSMD and which will allow for the medically appropriate transportation of patients with the most cost effective staffing.

### **6.33.045. License Requirements**

To obtain a license and remain a licensee, each applicant must:

(A) Meet all Federal, State, and County requirements for the operation of an ambulance.

(B) Comply with the application and license renewal requirements under this chapter.

(C) Maintain vehicles and equipment in accordance with standards, requirements and provisions of state statutes and rules and in accordance with the provisions of this chapter.

(D) Maintain, and make available as requested by MCEMS, a patient care record for each ambulance call, dispatch records, both written and recorded, for all calls and requests for service, and other information pursuant to this chapter.

(E) Prohibit from practice, any EMT or EMT trainee who suffers suspension, revocation, or termination of certificate by the state health division, or who is not currently approved for practice by the EMSMD.

(F) Identify and mark ambulances in accordance with this chapter.

(G) Meet all other applicable requirements under this chapter.

(H) Pay to County all fees required under this chapter.

**6.33.050 Application for License.**

(A) Application for a license issued under this chapter shall be made on forms provided by MCEMS and containing information found necessary to achieve the purposes of this chapter. This will include a schedule of rates to be charged by the licensee.

(B) A license fee of \$250.00 for each ambulance operated by the applicant shall accompany the license application. No application will be considered without the accompanying fee.

(C) No additional fee shall be charged for an ambulance that is replacing a currently licensed ambulance during the license period.

(D) The fee shall cover the annual license period and shall not be prorated for less than the period.

(E) Fees under this section shall not apply to governmental providers of EMS (unless under contract to the County), rural fire protection districts, or volunteer ambulance companies.

**6.33.055. Inspection.**

(A) Within thirty (30) days of the receipt of an application for a new license, MCEMS shall inspect and test each ambulance for which a license is requested.

(B) Subsequent inspections of licensed ambulances may be made from time to time to determine continued compliance with this chapter.

**6.33.060. Issuance of License.**

The administrator shall issue a license upon finding that:

(A) An accurate and complete application has been submitted and all fees, if required, have been paid;

(B) Insurance policies as required by State and County are in force;

(C) Ambulances, equipment and personnel meet all requirements of state law and this chapter;

(D) Personnel staffing the ambulance are approved for practice by the EMSMD;

(E) All County rules and regulations governing the operation of an ambulance service and other applicable rules and regulations have been met;

(F) A schedule of charges for service have been filed with MCEMS.

#### **6.33.065. Denial of Application; License Revocation.**

(A) In the event that an applicant's request for a license is denied, or revoked or suspended, the administrator shall provide the applicant or licensee with a written notice of the action, clearly stating the facts and conclusions and ordinance or rule provision upon which the action is based. This applicant must be advised of the right to appeal and the time within which such appeal must be filed. The applicant may then appeal under Section 6.33.098 of this chapter or file an amended application without an additional fee.

(B) Fees submitted with an application that is denied are not refundable.

(C) Any person whose license has been denied or revoked may, after one year from the date of denial or revocation, reapply for a license upon submittal of a new application and the required fees under Section 6.33.050 of this chapter.

#### **6.33.070. License Term**

The initial license shall be for a period to terminate with the conclusion of the fiscal year of the County. Renewed licenses shall be for a period of twelve (12) months.

#### **6.33.075. Renewal**

(A) Renewal applications shall be made no later than thirty (30) days prior to the license expiration date.

(B) Fees for the renewal of a license shall be the same as the fees for an initial license and shall be paid at the time of the renewal application.

(C) Where a licensee has made a timely application for renewal, such license shall not be deemed to expire, despite any stated expiration date on the license, until a formal order granting or denying the license has been issued.

### **6.33.080. Notification of Change in Circumstances.**

If the status of a licensee under this chapter changes in regard to the number of ambulances owned or operated, the sale or discontinuance of the business, or anything substantially changing the information contained in the initial application, the licensee must immediately inform MCEMS of such changes.

### **6.33.085. Ambulance Identification; Advertisement.**

(A) All ambulances shall meet all identification requirements specified in state and federal statute.

(B) Ambulances under contract to the County for emergency medical response shall be identified as specified in the contract and shall not display any telephone number other than "9-1-1"

(C) Ambulances not under contract for emergency medical response may not display words such as "paramedic unit", "medic unit", "advanced life support", "emergency", or other words indicating a level or type of medical care provided.

(D) Ambulances not under contract to the County may not advertise on the ambulance or in any other way that they provide emergency medical response. They may not display "9-1-1" on the ambulance.

### **6.33.090. Prohibited Activities.**

No applicant or licensee, applicant or licensee's employee, or any other person doing business under this chapter shall:

(A) Make a false statement of a material fact, or omit disclosure of a material fact, in an application for a license;

(B) Monitor or intercept police, fire, medical, or other radio dispatch or transmission with the intent of providing service or for profit or gain;

(C) Solicit information as to accident locations by payment of any form of gratuity;

(D) Charge for services not performed, make duplicate charges for the same service, or charge rates exceeding those on file with MCEMS;

(E) Perform the services of an EMT unless authorized by state law, this chapter, and the requirements adopted thereunder;

(F) Respond by ambulance to an emergency call unless so authorized by BOEC or under a provision of this chapter;

(G) Falsify, deface, or obliterate a license or certificate required under this chapter;

(H) Transport an emergency patient in any other vehicle other than a licensed ambulance and to any other facility other than a hospital emergency department unless otherwise allowed for in this chapter.

(I) Receive on-line medical advice from any other source other than Medical Resource Hospital (MRH) unless communications with MRH are unavailable.

#### **6.33.095. Violations**

(A) The administrator shall, upon finding that a violation of this chapter or applicable federal, state, municipal, or County laws, ordinances, rules, or standards and requirements affecting emergency medical services has occurred, provide written notice to the licensee, and shall demand that if correctable, the violation be corrected within not more than thirty (30) days from the date of notice, and/or, subject to the authority of the administrator, to immediately suspend or revoke a license under Section 6.33.099 of this chapter.

(B) In the event of a notice under subsection (A) of this section:

(1) The licensee shall notify MCEMS when corrective action, if required, has been taken.

(2) If a licensee fails to take required corrective action in the time required, the licensee may be fined or the license may be revoked or suspended, subject to appeal under Section 6.33.098 of this chapter.

(3) Notice shall be in writing. Mailed notices shall be given to the last known address of the licensee and shall be considered given at the date of mailing.

#### **6.33.096. Penalty; Additional Remedies.**

(A) Violation of this chapter shall be a County offense and may be punished by a civil penalty of not more than \$10,000.

(B) A schedule of fines to be levied for violations of this chapter shall be found in EMS administrative rule.

(C) Additional penalties for contract violations are found in the contract for exclusive emergency ambulance service.

(D) The provisions of this section are in addition to and not in lieu of other procedures and remedies provided by law.

#### **6.33.098. Appeals.**

(A) A person receiving a notice of denial, refusal to renew, suspension, or revocation of license, or a violation as provided in this chapter, may request a hearing by an appeals hearing officer by filing a written request with the administrator within ten (10) days of the date of the notice, setting forth reasons for the hearing and the issues to be heard.

(B) The administrator shall, upon receipt of a timely request, notify the hearings officer who will set a time and place for the hearing not more than thirty (30) days from the date of the receipt of the request for a hearing and notify the parties.

(C) The hearing shall be conducted by the hearings officer in accordance with the most recently published Attorney General's Model Rules of Procedure.

(D) The hearings officer shall issue a final order within thirty (30) days of the termination of the hearing.

(E) An appeal of the final order, may be filed within ten (10) days of the date of the order, with the clerk of the Board, who shall schedule a hearing before the Board and notify the parties.

(F) The Board may confirm, alter, or revoke the order of the hearing officer and the action of the Board shall be considered final.

(F) A licensee who is unsuccessful in an appeal to a hearings officer or in any subsequent appeal to the Board, shall reimburse the County for the fee paid to the hearings officer.

#### **6.33.099. Effect of Filing a Hearing Request.**

Filing of a hearing request shall abate any further proceedings by the administrator, provided however, that in any case where the EMS Medical Director or the County Health Officer finds a serious danger to the public health or safety, the administrator may suspend or refuse to renew a license without a hearing. The effected licensee receiving such a notice may request a hearing with the Board of

Commissioners, within thirty (30) days of the notice, without a hearing under Section 6.33.098 of this chapter, and the initial notice may be confirmed, altered or revoked by the Board of Commissioners.

**6.33.100. Medical Direction and Supervision.**

(A) There shall be established, as an employee of the Health Department, appointed by the Health Officer, the position of Emergency Medical Service Medical Director (EMSMD).

(B) The EMSMD shall serve as the physician supervisor for all EMTs in the employ of licensed ambulance services within the County and working within the County. In addition, the EMSMD may serve as the physician supervisor for EMTs employed by EMS first responder agencies, by agreement with the County.

(C) Duties of the EMSMD include, but are not limited to:

(1) Approval for practice for all EMTs. Approval shall be provided to each EMT and his/her employer, in writing, and a record kept by MCEMS;

(2) Creation of policies for limiting the practice of EMTs when necessary, including adequate due process protections for the effected EMT;

(3) Setting the standards for training and continuing education for EMTs and EMDs;

(4) Implementation of a quality management program designed to provide for the continuous improvement of patient care and other aspects of the EMS system;

(5) Promulgation of standards of patient care, consistent with the Ambulance Service Area plan and including, but not limited to:

(a) Dispatch and pre-arrival protocols;

(b) Transport triage criteria and protocols;

(c) Specific requirements for EMTs working within the County;

(d) Approved equipment, supplies, and drugs;

(e) Patient care protocols;

(f) Medical criteria for response times;

- (g) Patient transfer criteria; and
- (h) Critical care inter-facility transport criteria.
- (D) Assistants to the medical director.

(1) The EMSMD may appoint assistants to help carry out the duties assigned to the Medical Director. The EMSMD retains the sole responsibility for all assigned duties.

(2) Funding for assistants to the EMSMD, if any, shall be recommended by the administrator.

(E) The EMSMD may appoint committees or individuals as deemed necessary, to provide advice regarding the duties of the medical director.

(F) The EMSMD may not implement protocols nor take other actions that would change the patient care standards specifically identified in the Ambulance Service Area Plan or in this chapter without approval by the Board of County Commissioners.

(G) The administrator is authorized to collect fees from employers of EMTs to off-set the cost to County for the EMSMD and any assistants. These fees shall be limited to the salary and benefits of the EMSMD and agents. Fees will change only with compensation changes.

#### **6.33.105. On-line Medical Control.**

(A) On-line medical control shall be provided by a Medical Resource Hospital (MRH).

(B) Standards for the MRH shall be determined by the EMSMD and implemented through a performance agreement between MRH and MCEMS.

(C) Compensation for MRH services shall be recommended by the administrator and approved by the Board of County Commissioners.

#### **6.33.110. EMS Medical Advisory Board.**

(A) There is created an EMS Medical Advisory Board (MAB) which shall consist of the following persons:

(1) Three physicians, interested and involved in pre-hospital emergency care, one each recommended from the following organizations: the Multnomah County Medical Society, the American College of Emergency Physicians, and MRH;

(2) One physician, recommended by the County Health Officer as a member-at-large;

(3) One nurse, specializing in emergency care, and recommended by the Emergency Nurses Association;

(4) Two paramedics recommended by organizations representing paramedics.

(B) Members shall be appointed by the Board for terms of three years.

(C) Responsibilities shall include:

(1) Provision of advice to the EMSMD and MCEMS;

(2) An annual report to the Board of County Commissioners on the effectiveness of pre-hospital medical care provided by the EMS system to the citizens of Multnomah County.

(D) The chair of the MAB shall be appointed by the EMS Medical Director.

(E) Members shall be reimbursed for expenses authorized by the administrator .

#### **6.33.115. Training and Education.**

(A) All training and continuing education for EMTs will be provided through a coordinated educational program approved by the EMSMD.

(B) The program will offer education and training opportunities which include state recertification requirements, issues identified as a result of the quality improvement process, new, "state-of-the-art" information, changes in patient care protocols, and other pertinent topics.

(C) Current and additional training and education resources from the public and private sectors will be used to provide these activities to EMTs. They will be coordinated to insure their maximum use and availability.

(D) Particular attention will be paid to the training needs of the volunteer rural first responders and system resources will be made available to assist in meeting these needs.

(E) Training and education standards, EMT attendance requirements, and County specific education and training requirements shall be the responsibility of the EMSMD.

(F) There may be appointed, an "education coordinator" to assist the EMSMD. This position may be employed by the County or provided under contract to the County. This position may be funded from EMS system revenues as specified by the administrator.

#### **6.33.200. EMS Program Office, Administration.**

(A) There shall be within the County Health Department an EMS program office (MCEMS) which is responsible for the implementation, regulation, coordination, and enforcement of this chapter, the ambulance service plan and other EMS planning, and the administration of the emergency ambulance service contract.

(B) The responsibilities in (A) above may be accomplished through the promulgation of administrative rules, by the administrator, in accordance with the County's administrative rule process. All such rules that pertain to patient care, EMT practice, ambulance equipment and supplies, and other medical matters shall be approved by the EMSMD prior to implementation.

(C) The administrator is delegated the authority for the enforcement of this chapter including the requirement for the production of relevant records, documents, and recordings. The administrator shall have the authority to subpoena such records when necessary to insure their production.

(D) The administrator may hold hearings on matters of compliance with this chapter and subpoena and require attendance of witnesses at such hearings.

(E) The administrator may appoint committees or individuals, as deemed necessary, to provide advice to the administrator.

#### **6.33.300. System Quality Management and Improvement.**

(A) All licensees are required as a condition of license, and all other EMS providers are encouraged, to participate in the quality management program for the EMS system. Participation includes:

(1) Providing patient care data, dispatch and call determination data, EMT training and education information, vehicle maintenance information, EMT rosters, patient or other complaints, and other data and information determined by MCEMS to be necessary for the quality management process. This data is to be provided in a form and frequency to be determined by MCEMS;

(2) Serving on review bodies, committees, problem solving groups, as may be required;

(3) Implementing system changes and modifications in a timely manner;

(4) Maintaining an internal quality improvement process and providing information on the problems and outcomes to the system program;

(B) All data, information, and proceedings associated with the quality management program that could identify patients, specific events, patient medical conditions, locations, or other possible identifiers shall be considered confidential and protected from discovery in accordance with ORS Chapter 1079.

(C) There shall be a quality management committee, chaired by the EMSMD, and responsible for the development, implementation, and on-going monitoring of the quality management and improvement process.

#### **6.33.400. EMS First Response**

(A) MCEMS shall enter into agreements with all agencies providing medical first response. These agencies are fire departments and districts, police or sheriff, or other public emergency responders. These agreements shall include, but are not limited to:

- (1) Types of call response and dispatch protocols,
- (2) Response time goals,
- (3) Level of personnel training and staffing,
- (4) Educational and training support provided by MCEMS,
- (5) Equipment, supply, or other support from MCEMS,
- (6) Quality management participation,
- (7) Medical supervision through the EMSMD.

#### **6.33.450. Emergency Ambulance Service Area.**

(A) All of Multnomah County comprises a single ambulance service area served by a provider selected by the board and operating under contract or intergovernmental agreement with the County which specifies the conditions of service.

(B) In order to insure the most effective medical response with the resources available MCEMS will:

(1) Enter into an exclusive emergency ambulance service contract with a qualified ambulance service provider.

(2) Designate response time zones within the ambulance service area. Each zone will have a response time requirement for each level of service.

(3) The zones designated in (1) above will be incorporated into the contract for emergency ambulance service.

(4) Through intergovernmental agreements specifying the details of service, allow EMS agencies from other jurisdictions to provide service into Multnomah County when such an action will allow for better service to the citizens in the identified areas of the County. MCEMS may likewise allow contracted agencies to serve similar areas in other jurisdictions.

#### **6.33.455. Exclusive Emergency Ambulance Service Contract**

(A) The exclusive provider of emergency ambulance service for the single ASA in the County shall be selected through a competitive proposal process by the Board of County Commissioners.

(B) MCEMS shall prepare the necessary request for proposals specifying all criteria necessary for the preparation of a proposal and the selection of a provider.

(C) The contract for emergency ambulance service shall specify all performance and operational criteria not otherwise stated in this chapter. The selected emergency ambulance provider shall enter into an agreement with the County that includes, but is not limited to, the following:

(1) The qualifications required to provide service under the agreement;

(2) Performance criteria such as response time requirements, area coverage, staffing;

(3) Charges for service;

(4) Information and data reporting requirements;

(5) The relationship between the parties to the agreement;

(6) Specifics of participation in the EMS system quality improvement program;

(7) Medical supervision requirements;

(8) Remedies for failure to meet the tenants of the agreement; and

(9) Fee requirements for medical supervision and program management and support.

(B) The contract shall have specific requirements that insure appropriate policies effecting the employees of the provider. These requirements include:

(1) A workforce diversity plan that meets all federal, state, and local standards. The plan must include a specific process for the recruitment and retention of women and minority EMTs.

(2) Agreement to provide employment consideration and priority to paramedics displaced from employment with the providers in Multnomah County prior to the contract implementation to the extent that positions are available.

(3) Providing an Employee Assistance Program (EAP) to all EMTs. The EAP programs in force by the County and the city of Portland shall serve as the standard for evaluation of offered programs.

#### **6.33.460. Reassignment**

(A) Should the contracted provider resign its interest in the ASA or should the County terminate the agreement, the County shall then select a replacement provider(s) by a method recommended by the administrator and approved by the Board.

(B) At the end of the term of the contract the Board may exercise its option of renewing the contract or seeking a replacement provider.

#### **6.33.500. Ambulance Charges for Service.**

(A) All licensees under this chapter shall provide MCEMS with a schedule of the charges (fees) for services they provide. This schedule must be current at all times.

(B) No charge for service may exceed that which is listed on the most recent schedule on file at MCEMS.

(C) Charges for services provided under contract to the County shall be limited to those specified in the contract and may not be changed, adjusted or modified except through the rate adjustment proceeding.

#### **6.33.505 Rate Adjustment Definitions.**

"Applicant" means a provider whose rates are regulated pursuant to this chapter and who requests or applies for a rate adjustment.

"Intervenor" means a person whom the Contract Review Committee (CRC) or the hearings officer has allowed to participate in a proceeding subject to the rights provided by these Rules.

"Officer" means a hearings officer to whom the County has delegated authority to conduct hearings pursuant to these rules.

"Operating expenses" or "allowable costs" means those costs attributed to the provision of emergency medical services provided under the exclusive provider agreements required by this chapter.

"Party" means a provider whose rates are regulated pursuant to this chapter and any person admitted as an intervenor pursuant to these Rules.

**6.33.510. Contract Compliance and Rate Regulation Committee (CRC).**

(A) There shall be a Contract Compliance and Rate Regulation Committee (CRC), appointed by the Board of County Commissioners, upon the recommendation of MCEMS.

(B) The CRC shall be comprised of the following members:

- (1) A person with expertise in ambulance operations;
- (2) An attorney with health care expertise;
- (3) A person in the business of health care administration or health care financing;
- (4) An accountant;
- (5) An EMS provider not regulated by this chapter;
- (6) A citizen residing within Multnomah County.

(C) The CRC will meet and review the response times and other performance requirements of the ambulance service contract and make recommendations to the EMS Administrator. The CRC will review all requests for rate adjustments and make recommendations to the EMS Administrator.

(D) The initial rates incorporated in the exclusive ambulance service contract shall be verified and recommended

to the Board by the RFP evaluation committee, acting as the Contract Compliance and Rate Regulation Committee for purposes of this initial review.

(E) The CRC shall develop criteria to be used for rate adjustment decisions; to be approved by the Board.

#### **6.33.515. Rate Adjustment Procedure.**

(A) A request for a rate adjustment may be made by a licensee whose rates are regulated by this chapter or by MCEMS. This process is for contested rate increases or unusual rate increase requests. The exclusive ambulance contract rate adjustment formula is not subject to this section.

(B) The rate adjustment procedure is a contested hearings process with an appointed hearing officer that allows all interested, qualified parties to participate. The order of the hearing officer is forwarded to the CRC for final determination of the rates to be charged.

(C) There are a variety of persons who may participate in rate proceedings conducted by the County. They include the contracted provider of emergency ambulance service, other providers of ambulance service, third party payers for ambulance service, MCEMS, employees of ambulance companies, and users of emergency ambulance service.

(D) The regulated provider shall submit to the rate hearing a reviewed financial statement prepared by a certified public accountant or, if a public provider, by the appropriate financial officer.

(E) Financial statements shall be in a form and include accounts as required by MCEMS. The statements shall show only allowable costs as specified in the ambulance service contract and also shall show total costs for all accounts that require an allocation to determine allowable costs including the application of the allocation methodology to the total costs.

(F) Any person who resides or does business in Multnomah County may petition to intervene in any proceeding conducted under this section. The petition to intervene shall contain the following information:

(1) The name and address of the petitioner;

(2) The name and address of the attorney, if any, representing the petitioner;

(3) If the petitioner is an organization, the number of members in and the purposes of the organization;

(4) The nature and extent of the petitioner's interest in the proceeding;

(5) The issues the petitioner intends to raise at the proceeding; and

(6) Any special knowledge or expertise of the petitioner which would assist the County in resolving the issues in the proceeding.

(G) If the hearings officer finds the petitioner has sufficient interest not otherwise represented in the proceeding and the petitioner's appearance and participation will not unreasonably broaden the issues, burden the record, or unreasonably delay the proceeding, the hearings officer shall grant the petition.

(H) The hearings officer shall set the time and place for a hearing on the proposals for a rate adjustment. The hearing shall be held within 15 days of the time fixed by the administrator for receipt of the schedules of proposed rates. Notice shall be served on all parties at least 30 days prior to the date of the hearing, in person, by mail, or by any other reasonable means of delivery.

(I) MCEMS may request of any party the production of documents relevant to the determination of any issue currently a part of a rate setting proceeding under this chapter. The request shall set forth the general relevance and reasonable scope of the documents sought. A party may return with any requested documents a form protective order providing for the confidentiality of those documents. The form protective order shall be provided by MCEMS with each and every request for documents. Should a party refuse to produce the requested documents, the administrator may issue a subpoena for the documents.

#### **6.33.520. Orders.**

(A) The hearings officer shall issue a written recommended order, no later than 30 days after the date on which the hearing was closed, which shall be based solely on the record made at the hearing and shall forward that order to the CRC.

#### **6.33.525. CRC Rate Review Procedures.**

(A) The CRC shall schedule a review of the recommended order, which shall be held no more than 30 days after service of the recommended order.

(B) CRC review of final recommended orders shall be confined to the record of the proceeding below, which shall include:

(1) All materials, submitted by any party and received by the hearings officer;

(2) All materials submitted by staff to the hearings officer;

(3) The transcript of the hearing below;

(4) The findings and conclusions of the hearings officer.

(C) The CRC may allow oral or written argument by the parties.

(D) Parties shall limit their argument to the CRC to issues regarding an error of law or fact in the order which is essential to the decision and which the party raised in exceptions filed under these Rules.

(E) The CRC may affirm, reverse, remand, or modify the decision of the hearings officer.

(F) The CRC shall prepare a decision which shall include written findings of fact and conclusions, based upon the record. The CRC shall serve the decision upon all parties to the hearing.

(G) Unless appealed to the Board within the time specified, the decision of the CRC shall be final and non-appealable.

#### **6.33.530. Appeals to Board of Commissioners.**

(A) Within 10 days from the date a decision of the CRC is served, a party may file an appeal with the Board.

(B) The appeal to the Board shall specify:

(1) The portion of the challenged order which the appellant contends is erroneous or incomplete;

(2) The portion of the record, laws, or rules relied upon to support the appeal;

(3) The change in the order which the Board is requested to make;

(C) The Board may grant an application for an appeal if the applicant shows that there is an error of law or fact in the order which is essential to the decision and which the

party appealing raised in exceptions filed under these Rules.

(D) The Board may affirm, reverse, remand, or modify the decision of the CRC.

(E) The Board's decision shall become final at the close of business on the 10th day after service of the decision on the parties.

#### **6.33.535. CRC Contract Compliance Review Procedures.**

(A) The CRC shall meet, at least annually, to review the performance, as specified in the contract, of the contractor for emergency ambulance service.

(B) Data and information necessary for this review shall be provided by the contractor, BOEC, MCEMS, and others, as requested by the CRC.

(C) The CRC will review the performance of the contractor and make recommendations to the EMS Administrator as to the contract compliance of the contractor.

#### **6.33.600. Ambulance Dispatch.**

(A) Dispatch for contracted ambulances shall be provided by the City of Portland, Bureau of Emergency Communications (BOEC).

(B) Dispatch requirements and performance standards, medical triage protocols, medical information requirements (pre-arrival instructions), and data requirements shall be specified in an intergovernmental agreement between BOEC and the County. The medical protocols and medical information requirements specified in that agreement shall be promulgated by the EMSMD.

(C) MCEMS, in conjunction with BOEC and the ambulance contractor, shall determine the necessary information to be supplied by the contractor to insure the optimal operation of the ambulance dispatch and require the provider to supply this information in the form and manner designated. This information shall include ambulance deployment schedules and "move up" criteria and locations (system status plan).

(D) All licensees receiving requests for ambulance services through their business telephone or by any other means other than BOEC, shall, using the triage guide, approved by MCEMS and employed at BOEC, determine if the call meets the emergency dispatch requirements. If the call meets these requirements, that call information is to be transferred to 911 for dispatch. Licensees are prohibited

from dispatching an ambulance to a call that meets emergency dispatch criteria.

(E) Ambulances, when responding to emergency calls, shall inform BOEC of their status for response; immediately notifying BOEC of any change from a previous status. The record of this information, along with the time of each notification, shall be kept at BOEC and shall comprise the official record for purposes of contract monitoring and compliance.

**6.33.625 Code-3, (Priority 1, Lights and Sirens).**

(A) "Code-3" or "Priority 1" means driving an emergency vehicle with the aid of warning lights and sirens.

(B) Ambulances may respond to a call Code-3 only when dispatched by BOEC.

(C) Ambulances are prohibited from responding to a hospital or other facility, for the purpose of initiating a non-patient call (e.g. pick up of a transport team), code-3.

(D) Any ambulance use of code-3 driving other than to respond to an emergency call dispatched by BOEC, deliver a patient to a hospital, or to deliver a transplant organ to a hospital shall be reviewed by MCEMS for appropriate use of code-3 driving. "Appropriate" is defined as responding to save the life of a patient.

**6.33.650. Communications.**

(A) Each ambulance shall be equipped with radios and/or other communication equipment as specified by MCEMS.

(B) All ambulances will be equipped, at a minimum, with a radio that allows communication with their dispatch center and the receiving hospitals.

(C) Each receiving hospital and MRH will communicate with ambulances on radio equipment specified by MCEMS.

(D) It shall be the responsibility of each licensee to purchase, install and maintain such equipment. The County shall not be responsible for any cost associated with this equipment.

(E) The policies for the use of such equipment, the security of the equipment, and system access requirements shall be promulgated by MCEMS in conjunction with the City of Portland and other parties involved in radio system operations.

**6.33.655. Hospital Availability, Ambulance Diversion.**

(A) Information regarding the ability of hospitals to receive ambulance transported patients shall be provided to ambulance units, by BOEC, using the CHORAL system.

(1) Each receiving hospital wishing to change its receiving status from time to time shall be equipped with the necessary computer and other requirements for participation in the CHORAL system. Hospitals not participating in the CHORAL system shall be considered available for ambulance transports at all times.

(2) Ambulance companies may have CHORAL equipment for purposes of monitoring the system. The BOEC CHORAL computer information shall be the official information for the CHORAL system.

(B) Ambulances may be diverted from an intended hospital destination based only on the information provided by the CHORAL system. In the event of a failure of the CHORAL system, other means of communication, as authorized by the administrator, may be used to convey the hospital status.

(C) Nothing in this chapter is intended to supersede any state or federal laws or regulations regarding ambulance diversion or patient destination.

#### **6.33.700. Mass Casualty Incidents (MCI)**

(A) The MCI plan, as attached to the EMS administrative rules, shall serve as the guide for the response of first responders and ambulances and the care and transportation of persons, when the number of persons meets the criteria for implementation of the plan. This plan shall be reviewed from time to time by the EMSMD and modified when necessary to insure that current standards of care are being met.

(B) It is the intent that the MCI plan will be developed and maintained on a regional basis.

(C) Any licensed ambulance may be required to respond to a mass casualty incident. Those ambulances not under contract to the County will be used only at the request of the EMS administrator or by EMS approved protocol.

#### **6.33.750. Special responses.**

(A) Emergency medical response to certain calls may require specialized equipment and specially trained personnel. These calls include, but are not limited to, hazardous material calls, search and rescue, extrication, trench, dive, and high angle rescue, and support for law enforcement response teams. These specialized responses are

the responsibility of the fire first responders, and in the case of search and rescue, the sheriff.

(B) Response by specialized units of the ambulance providers shall be only at the direction of the responding provider in (A) above, through BOEC dispatch.

\*\*\*\*\* -IND. XMT JOURNAL- \*\*\*\*\* DATE 04-05-1995 \*\*\*\*\* TIME 04:36PM \*\*\*\*\*

JOURNAL No. = 31  
DATE/TIME = 04-05-1995 04:32PM  
DURATION = 00:03'40  
COMM. RESULT = OK  
PAGE(S) = 007  
MODE = TRANSMISSION  
DESTINATION = 92432944  
RECEIVED ID = 5032432944  
RESOLUTION = STD

-Board Clerk -

\*\*\*\*\* - 1 503 248 5262- \*\*\*\*\*



# Emergency Medical Services

Multnomah County

**MEMORANDUM**

TO: CHAIR, BOARD OF COUNTY COMMISSIONERS  
COUNTY COMMISSIONERS

FROM: BILL COLLINS  
EMS

DATE: 4/3/95

RE: AMBULANCE SERVICE PROPOSALS

BOARD OF  
COUNTY COMMISSIONERS  
1995 APR -3 PM 4:32  
MULTNOMAH COUNTY  
OREGON

THERE WERE TWO PROPOSALS SUBMITTED TO COUNTY PURCHASING  
TODAY BY 4:00 PM:

AMR NORTHWEST  
PORTLAND FIRE

WE WILL NOT OPEN THE PROPOSALS UNTIL THE LETTERS  
BINDING THE ORGANIZATIONS HAVE BEEN SUBMITTED; 4/17/95, AT  
THE LATEST. THE FIRE PROPOSAL WILL BE MADE PUBLIC BY THE  
FIRE DEPARTMENTS IMMEDIATELY.

Post-It <sup>®</sup> brand fax transmittal memo 7871		# of pages
To	Bill Collins	
From	EMS	
Co.	2483220	
Dept.	County	
Fax #	2485453	
	5262	

Health Department  
426 S.W. Stark Street—9th Floor · Portland, Oregon 97204 · 248-3220 · Fax 248-5453

AN EQUAL OPPORTUNITY EMPLOYER

Post-it™ Fax Note 7671		Date	4-5-95	# of pages	7
To	<i>Ted Baird</i>	From	<i>Charlie Peterson</i>		
Co./Dept.		Co.	<i>Mult. Co. Broadline</i>		
Phone #		Phone #	<i>248-5522</i>		
Fax #	<i>243-2944</i>	Fax #	<i>248-5562</i>		

Regular Meeting  
4-6-95  
Handout #1  
K-11



# AMALGAMATED TRANSIT UNION

## Division 757

1801 NE Couch St, Portland OR 97232  
Phone 503/232-9144 • FAX 503/230-2589

Ronald J. Heintzman  
Business Representative/  
Recording Secretary

Rufus T. Fuller  
Vice President/Assistant  
Business Representative

Wallace D. Feist  
Financial Secretary/  
Treasurer

April 5, 1995

Mr. Eric Swanson  
Investigator  
OREGON - EMS  
P.O. Box 14450  
Portland, OR 97214-0450

Re: Requesting Investigation of Implementation of  
Multnomah County's Ambulance Service Plan

Dear Mr. Swanson:

I wrote you yesterday with a formal request that you investigate Multnomah County's implementation of its ambulance service plan (hereinafter referred to as "Plan") that it adopted pursuant to ORS 823. I informed you that the County has issued a request for proposal that is in direct conflict with this Plan. I also sent you a copy of the lawsuit that has been filed in response to those acts.

Since sending that letter we have learned that the County is in the process of acting in further violation of ORS 823 et seq. Specifically, the County commissioners are planning to adopt a new code which will conflict with explicit terms in the Plan. They are doing so on April 6, 1995, without complying with notice, comment and amendment requirements of ORS 823. The result of their intended action will be de facto amendments to the Plan.

The ordinance setting forth the new code language states that the code is being adopted to "provide for implementation of that [ambulance] plan." (p 3) However, the new code strays from, and changes, the Plan. Citation is made below to particularly egregious changes in the Plan made by the proposed code. The numbers in parentheses are the pages on which the changes appear along with notations as to the problems with the changes.

- a. changes definition of "ambulance" and lowers standard and eliminates the state licensing requirement (p 3);
- b. creates an entirely new ambulance category and broadens the supervisory authority beyond the scope of the Plan (p 4 and 7);

- c. changes the definition of "emergency medical services" and "provider" to allow multiple providers which is not allowed under the Plan and creates ambiguity(pp 5 and 6);
- d. removes the requirement of state licensing pursuant to ORS 823. Also removes statement that the level of care provided must be dependent upon the patient's need (p 6);
- e. eliminates definition of "notification time" which is necessary to measure service response time (p 6);
- f. changes definition to allow multiple provider system (p 6);
- g. eliminates another definition of "response time" which is necessary to measure service response time (p 6);
- h. removes rural response (p 6);
- i. significantly enlarges service area (p 6);
- j. creates a new type of license for a new type of transport that is not in the Plan and not addressed under state statute (p 7);
- k. creates new authority for county emergency services director to create new staffing requirements for new type of transport that is not in the Plan and not contemplated by state statute (p 8);
- l. creates new duties, removes others and creates a new authority for promulgation of standards of patient care without stating a process for adoption or a mechanism for reconciling these new standards with the Plan (p 14);
- m. expands the geographic area in which intergovernmental agreements are a permissible mechanism for the delivery of services from the seven specific ones set forth in the Plan to any area in the County (p 19);
- n. eliminates the requirement of the Plan that requests for proposals under the Plan be developed by an independent consultant (p 19);
- o. expands the role of the fire bureau from specifically articulated situations to any situation (p 27).

As alleged in the lawsuit I sent you, these changes conflict with the Plan. Many appear calculated to enable the fire bureau to deliver the service. Fire bureau provision of services appears to

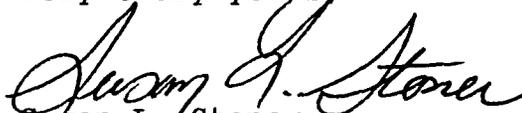
Letter to Swanson  
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be the concerted goal of the commissioners, their agent, the City of Portland and the Portland Fire Bureau. Unfortunately, in their haste to accomplish this goal, they are acting contrary to the Plan and in violation of state and local law.

I hope the above information and enclosure presents additional grounds upon which to initiate an investigation. Please do not hesitate to contact me should you have any questions or need further information.

Very truly yours,

  
Susan L. Stoner  
General Counsel

Enclosure

ATTACHMENT A

EMERGENCY MEDICAL SERVICE AND AMBULANCE CODE

MULTNOMAH COUNTY CODE 6.33

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6.33.005. Title.

This chapter may be cited as the "Multnomah County Emergency Medical Services and Ambulance Code" and may be so referred to.

6.33.010. Purpose.

(A) The Board has determined that it is necessary to regulate providers of emergency medical services and ambulance services to assure that the citizens of Multnomah County receive prompt, effective, efficient, coordinated, and consistently high levels of pre-hospital care before and during transport to a medical facility.

(B) Ordinance 789 (June 9, 1994) adopts the ambulance service plan for Multnomah County. This chapter provides for the implementation of that plan.

6.33.015. Replacement.

This chapter replaces Multnomah County Code Chapter 6.32.

6.33.020. Definitions.

As used in this chapter, unless the context requires otherwise.

"Administrator" means the administrator of the office of Emergency Medical Services of the Health Department of Multnomah County, Oregon.

"Advanced Life Support" (ALS) means those medical services that may be provided within the scope of practice of a person certified as an EMT-Paramedic as defined in ORS Chapter 823.

"Ambulance" means any privately or publicly owned motor vehicle, aircraft, or water craft that is regularly provided or offered to be provided for the timely or emergency transportation of persons suffering from illness, injury, or disability. All vehicles capable of providing transportation to the sick or injured and staffed with personnel trained to care for such individuals and equipped with supplies and equipment necessary for the care of the sick or injured shall be considered an ambulance.

See "a" below.

"Ambulance Services" means the transportation of an ill, injured, or disabled individual in an ambulance and, in connection therewith, the administration of pre hospital medical or emergency care, if necessary.

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- a. **This change deletes the Plan's requirement that the vehicles be licensed by the state. Adds sentence that broadens the definition to such an extent that a pickup truck could qualify as an ambulance. (Plan 11)**

"Ambulance Service Area" (ASA) means a geographic area that is served by one ambulance service provider and may include all or a portion of County, or all or portions of two or more contiguous counties.

"Ambulance Service Plan" means a written document that outlines a process for establishing a County emergency medical services system. A plan addresses the need for and coordination of ambulance services by establishing ambulance service areas for the entire County and by meeting the other requirements of the Oregon Administrative Rules (OAR).

"Appeals Hearing Officer" or "Hearings Officer" means the person or persons designated to conduct contested case hearings concerning actions in licensing and rate regulation under this chapter.

"Board" means the Board of County Commissioners of Multnomah County, Oregon.

"Basic Life Support" (BLS) means those medical services that may be provided within the scope of practice of a person certified as an EMT-Basic as defined in ORS Chapter 823.

"Bureau of Emergency Communications" (BOEC) means the Bureau within the City of Portland that maintains the 9-1-1 telephone answering system and the dispatch service for police, fire and EMS for the County.

"Contract Compliance and Rate Regulation Committee" (CRC) means the committee appointed by the Board to review contract compliance and to review and recommend rate adjustments.

"CHORAL" means the on-line computer link among all the receiving hospitals within Multnomah County that provides information on the status of those hospitals for receiving ambulance transports.

"Critical Care Transport" (CCT) means an ambulance providing transport between medical care facilities and providing care at the level of a hospital critical care unit.

See "b" below

"County" means Multnomah County, Oregon.

"Division" or "State" means the EMS Section, Oregon Health Division, Department of Human Resources.

"Do business in Multnomah County" means to provide emergency ambulance service, non-emergency ambulance service, or other emergency medical service in Multnomah County, provided however, that transporting patients from

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- b. Creates an entirely new category of ambulances. It would broaden the scope of activity and responsibility far beyond that of the Plan. (Plan 11)**

outside the County to a destination within the County only shall not be considered doing business within the County.

"Effective provision of ambulance services" means ambulance services provided in compliance with the County ambulance service plan provisions for boundaries, coordination, and system elements.

"Efficient provision of ambulance services" means effective ambulance services provided in compliance with the County ambulance service plan provisions for provider selection.

"Eight Hundred MHz (800 MHz)" means a radio system used for emergency communications throughout the County.

"Emergency Medical Dispatcher" (EMD) means a person who is certified as an EMD by the Board on Public Safety Standards and Training as defined in ORS 401.735.

"Emergency" means a non-hospital occurrence or situation involving illness, injury, or disability requiring immediate medical services, wherein delay of such services is likely to aggravate the condition and endanger personal health or safety.

"Emergency Medical Services" (EMS) means those pre hospital functions and services whose purpose is to prepare for and respond to medical emergencies, including rescue, first responder services, ambulance services, patient care, communications, system evaluation, and public education.

See "c" below

"Emergency Medical Services Medical Director" (EMSMD) means a physician employed by the County to provide medical direction to the EMS system and medical supervision to EMTs providing emergency medical services within the County.

"Emergency Medical Technician" (EMT) means a person certified at one of the levels defined in ORS Chapter 823.

"Employee" means an employee, agent, or EMT employed by a licensee.

"First Responder" means an organization that provides fast response to emergency medical calls by EMTs before the arrival of an ambulance. These organizations are currently fire departments throughout the County.

"HEAR" means an identified radio frequency used for ambulance to hospital and hospital to hospital radio communications.

"License" means a non-transferable, non-assignable permit, personal to the person or corporation to whom it is

- c. Neither the Plan nor the statute has a "first responder" category. When read in conjunction with changed "provider" definition, creates a multiple provider system and violates referendum 26-2. (Plan 12)

issued, issued by the administrator, authorizing the person or corporation to do business in Multnomah County.

"Licensee" means a person or corporation possessing a valid license under this chapter.

"Mass Casualty Incident" (MCI) means an emergency medical incident with enough injured or ill persons to meet the requirements for scene and medical management as defined in the EMS Administrative Rules, MCI Plan.

"Medical Advisory Board" (MAB) means the advisory committee appointed by the Multnomah County Board of Commissioners as defined in this chapter.

"Medical Resource Hospital" (MRH) means that hospital, contracted to MCEMS, to provide on-line medical control to EMTs.

"Multnomah County EMS (MCEMS)" means that organizational division within the Health Department responsible for the administration and coordination of the EMS system in the County.

"Non-Emergency Ambulance" means an ambulance, licensed by the County under this chapter, that provides routine medical transportation to patients who do not require emergency response.

See "d" below

→ See "e" below

"On-line Medical Control" means medical direction and advice given to an EMT, by a physician, through radio or telephone as a supplement to the written patient care protocols.

"Provider" means any public, private, or volunteer entity providing emergency ambulance or first response to medical emergencies.

See "f" below

"Provider Selection Process" means the process established by the County for selection of an exclusive emergency ambulance service provider.

"Public Safety Answering Point" (PSAP) or "9-1-1" means the organization that answers calls for police, fire, and emergency medical assistance that are received from persons dialing 9-1-1. This service is provided by BOEC.

→ See "g" next page

→ See "h" next page

"Urban Growth Boundary" (UGB) means the planning boundary developed by METRO that delineates the areas considered "urban" and "rural" for purposes of this chapter.

→ See "i" next page

"User Fees", EMSMD Fees, or "Franchise Fees" means the fees established under Multnomah County Code, payable by the

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- d. The new language completely removed the requirement that the ambulance be licensed by the state pursuant to ORS 823. Also removed statement that level of care must be dependent upon patient's need. (Plan 13)
- e. Completely removes the definition of "notification time," which is one of the cited measurements used to determine the efficacy and quality of the service. (Plan 13)
- f. The definition is changed to characterize the "first response" entities [identified on page 5 as fire departments] as providers. The consequence of this paragraph is that if a private company were to win the bid, the fire department could transport and get reimbursed for it. This would completely defeat the single provider intent of the Plan and the vote of the people on 26-2. It also creates ambiguity since the following definition, "Provider Selection Process," refers to an "exclusive" provider. (Plan 13)

Continued on next page

provider to the County, for system administration, regulation, and medical supervision.

6.33.030. License required.

It shall be unlawful for any person to do business in Multnomah County without a license issued under this chapter.

6.33.035. Exemptions.

This chapter shall not apply to:

(A) Vehicles owned or operated by the Federal government.

(B) Vehicles being used to render temporary assistance in the case of public catastrophe or emergency with which the licensees and other defined units are unable to cope.

(C) Vehicles operated solely on private property, the incidental crossing of public streets or roads notwithstanding.

(D) Persons operating vehicles under subsections (A) through (C) of this section.

6.33.040. License Types

(A) There shall be three types of ambulance licenses available in the County:

(1) Advanced Life Support (ALS).

See "j" below

(2) Basic Life Support (BLS).

(3) Air Ambulance.

(B) Marine Ambulances shall be considered as a marine version of either (1) or (2) above.

(C) In addition, the EMSMD may designate a license type for Critical Care Transport (CCT).

(D) MCEMS shall promulgate rules for each type of ambulance that specify staffing, equipment, supplies, use, operating policies, and other pertinent requirements for doing business in the County.

(E) The authorization to respond to emergency medical calls is not a condition of license and such authorization must be separately obtained under Section 6.33.455 of this chapter.

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- g. Removes the definition of "response time." This is, as is "notification time," a key criteria for determining the efficacy and quality of the service. (Plan 13)**
- h. Removes "rural response" zone as a definition. Does this mean the intent is to no longer serve these areas as set forth in the Plan? (Plan 13)**
- i. Completely changes definition of "urban response zone." It changes the geographic areas to be served from within Multnomah County to include significant portions of Washington and Clackamas Counties, under the METRO boundary scheme. (Plan 13)**
- j. Creates a new type of ambulance service that is not addressed in the Plan and that state statutes and administrative rules do not define. (Plan 20)**

6.33.043. Ambulance Staffing.

(1) ALS ambulances responding to emergency calls shall be staffed with two(2) EMT-Paramedics.

(2) ALS ambulances transferring patients from hospitals to other facilities may be staffed at the minimum with one(1) EMT-Paramedic and one(1) EMT-Basic.

(3) The EMSMD shall specify staffing requirements for critical care ambulances if such a license is required under this chapter.

See "k" below

(4) All other ambulances shall be staffed with two(2) EMT-Basics and shall provide only BLS service.

(5) EMT-Intermediates staffing BLS ambulances in Multnomah County shall do so at the EMT-Basic scope of practice.

6.33.045. License Requirements

To obtain a license and remain a licensee, each applicant must:

(A) Meet all Federal, State, and County requirements for the operation of an ambulance.

(B) Comply with the application and license renewal requirements under this chapter.

(C) Maintain vehicles and equipment in accordance with standards, requirements and provisions of state statutes and rules and in accordance with the provisions of this chapter.

(D) Maintain, and make available as requested by MCEMS, a patient care record for each ambulance call, dispatch records, both written and recorded, for all calls and requests for service, and other information pursuant to this chapter.

(E) Prohibit from practice, any EMT or EMT trainee who suffers suspension, revocation, or termination of certificate by the state health division, or who is not currently approved for practice by the EMSMD.

(F) Identify and mark ambulances in accordance with this chapter.

(G) Meet all other applicable requirements under this chapter.

(H) Pay to County all fees required under this chapter.

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**k. This category is not in the Plan, nor does it appear in state statutes or administrative rules. Appears to allow the county medical director the ability to change the minimum staffing requirements set by the Plan, which adopts state definitions. (Plan 18, 20, 25)**

6.33.050 Application for License.

(A) Application for a license issued under this chapter shall be made on forms provided by MCEMS and containing information found necessary to achieve the purposes of this chapter. This will include a schedule of rates to be charged by the licensee.

(B) A license fee of \$250.00 for each ambulance operated by the applicant shall accompany the license application. No application will be considered without the accompanying fee.

(C) No additional fee shall be charged for an ambulance that is replacing a currently licensed ambulance during the license period.

(D) The fee shall cover the annual license period and shall not be prorated for less than the period.

(E) Fees under this section shall not apply to governmental providers of EMS (unless under contract to the County), rural fire protection districts, or volunteer ambulance companies.

6.33.055. Inspection.

(A) Within thirty (30) days of the receipt of an application for a new license, MCEMS shall inspect and test each ambulance for which a license is requested.

(B) Subsequent inspections of licensed ambulances may be made from time to time to determine continued compliance with this chapter.

6.33.060. Issuance of License.

The administrator shall issue a license upon finding that:

(A) An accurate and complete application has been submitted and all fees, if required, have been paid;

(B) Insurance policies as required by State and County are in force;

(C) Ambulances, equipment and personnel meet all requirements of state law and this chapter;

(D) Personnel staffing the ambulance are approved for practice by the EMSMD;

(E) All County rules and regulations governing the operation of an ambulance service and other applicable rules and regulations have been met;

(F) A schedule of charges for service have been filed with MCEMS.

#### 6.33.065. Denial of Application; License Revocation.

(A) In the event that an applicant's request for a license is denied, or revoked or suspended, the administrator shall provide the applicant or licensee with a written notice of the action, clearly stating the facts and conclusions and ordinance or rule provision upon which the action is based. This applicant must be advised of the right to appeal and the time within which such appeal must be filed. The applicant may then appeal under Section 6.33.098 of this chapter or file an amended application without an additional fee.

(B) Fees submitted with an application that is denied are not refundable.

(C) Any person whose license has been denied or revoked may, after one year from the date of denial or revocation, reapply for a license upon submittal of a new application and the required fees under Section 6.33.050 of this chapter.

#### 6.33.070. License Term

The initial license shall be for a period to terminate with the conclusion of the fiscal year of the County. Renewed licenses shall be for a period of twelve (12) months.

#### 6.33.075. Renewal

(A) Renewal applications shall be made no later than thirty (30) days prior to the license expiration date.

(B) Fees for the renewal of a license shall be the same as the fees for an initial license and shall be paid at the time of the renewal application.

(C) Where a licensee has made a timely application for renewal, such license shall not be deemed to expire, despite any stated expiration date on the license, until a formal order granting or denying the license has been issued.

6.33.080. Notification of Change in Circumstances.

If the status of a licensee under this chapter changes in regard to the number of ambulances owned or operated, the sale or discontinuance of the business, or anything substantially changing the information contained in the initial application, the licensee must immediately inform MCEMS of such changes.

6.33.085. Ambulance Identification; Advertisement.

(A) All ambulances shall meet all identification requirements specified in state and federal statute.

(B) Ambulances under contract to the County for emergency medical response shall be identified as specified in the contract and shall not display any telephone number other than "9-1-1"

(C) Ambulances not under contract for emergency medical response may not display words such as "paramedic unit", "medic unit", "advanced life support", "emergency", or other words indicating a level or type of medical care provided.

(D) Ambulances not under contract to the County may not advertise on the ambulance or in any other way that they provide emergency medical response. They may not display "9-1-1" on the ambulance.

6.33.090. Prohibited Activities.

No applicant or licensee, applicant or licensee's employee, or any other person doing business under this chapter shall:

(A) Make a false statement of a material fact, or omit disclosure of a material fact, in an application for a license;

(B) Monitor or intercept police, fire, medical, or other radio dispatch or transmission with the intent of providing service or for profit or gain;

(C) Solicit information as to accident locations by payment of any form of gratuity;

(D) Charge for services not performed, make duplicate charges for the same service, or charge rates exceeding those on file with MCEMS;

(E) Perform the services of an EMT unless authorized by state law, this chapter, and the requirements adopted thereunder;

(F) Respond by ambulance to an emergency call unless so authorized by BOEC or under a provision of this chapter;

(G) Falsify, deface, or obliterate a license or certificate required under this chapter;

(H) Transport an emergency patient in any other vehicle other than a licensed ambulance and to any other facility other than a hospital emergency department unless otherwise allowed for in this chapter.

(I) Receive on-line medical advice from any other source other than Medical Resource Hospital (MRH) unless communications with MRH are unavailable.

#### 6.33.095. Violations

(A) The administrator shall, upon finding that a violation of this chapter or applicable federal, state, municipal, or County laws, ordinances, rules, or standards and requirements affecting emergency medical services has occurred, provide written notice to the licensee, and shall demand that if correctable, the violation be corrected within not more than thirty (30) days from the date of notice, and/or, subject to the authority of the administrator, to immediately suspend or revoke a license under Section 6.33.099 of this chapter.

(B) In the event of a notice under subsection (A) of this section:

(1) The licensee shall notify MCEMS when corrective action, if required, has been taken.

(2) If a licensee fails to take required corrective action in the time required, the licensee may be fined or the license may be revoked or suspended, subject to appeal under Section 6.33.098 of this chapter.

(3) Notice shall be in writing. Mailed notices shall be given to the last known address of the licensee and shall be considered given at the date of mailing.

#### 6.33.096. Penalty; Additional Remedies.

(A) Violation of this chapter shall be a County offense and may be punished by a civil penalty of not more than \$10,000.

(B) A schedule of fines to be levied for violations of this chapter shall be found in EMS administrative rule.

(C) Additional penalties for contract violations are found in the contract for exclusive emergency ambulance service.

(D) The provisions of this section are in addition to and not in lieu of other procedures and remedies provided by law.

#### 6.33.098. Appeals.

(A) A person receiving a notice of denial, refusal to renew, suspension, or revocation of license, or a violation as provided in this chapter, may request a hearing by an appeals hearing officer by filing a written request with the administrator within ten (10) days of the date of the notice, setting forth reasons for the hearing and the issues to be heard.

(B) The administrator shall, upon receipt of a timely request, notify the hearings officer who will set a time and place for the hearing not more than thirty (30) days from the date of the receipt of the request for a hearing and notify the parties.

(C) The hearing shall be conducted by the hearings officer in accordance with the most recently published Attorney General's Model Rules of Procedure.

(D) The hearings officer shall issue a final order within thirty (30) days of the termination of the hearing.

(E) An appeal of the final order, may be filed within ten (10) days of the date of the order, with the clerk of the Board, who shall schedule a hearing before the Board and notify the parties.

(F) The Board may confirm, alter, or revoke the order of the hearing officer and the action of the Board shall be considered final.

(F) A licensee who is unsuccessful in an appeal to a hearings officer or in any subsequent appeal to the Board, shall reimburse the County for the fee paid to the hearings officer.

#### 6.33.099. Effect of Filing a Hearing Request.

Filing of a hearing request shall abate any further proceedings by the administrator, provided however, that in any case where the EMS Medical Director or the County Health Officer finds a serious danger to the public health or safety, the administrator may suspend or refuse to renew a license without a hearing. The effected licensee receiving such a notice may request a hearing with the Board of

Commissioners, within thirty (30) days of the notice, without a hearing under Section 6.33.098 of this chapter, and the initial notice may be confirmed, altered or revoked by the Board of Commissioners.

6.33.100. Medical Direction and Supervision.

(A) There shall be established, as an employee of the Health Department, appointed by the Health Officer, the position of Emergency Medical Service Medical Director (EMSMD).

(B) The EMSMD shall serve as the physician supervisor for all EMTs in the employ of licensed ambulance services within the County and working within the County. In addition, the EMSMD may serve as the physician supervisor for EMTs employed by EMS first responder agencies, by agreement with the County.

(C) Duties of the EMSMD include, but are not limited to:

(1) Approval for practice for all EMTs. Approval shall be provided to each EMT and his/her employer, in writing, and a record kept by MCEMS;

(2) Creation of policies for limiting the practice of EMTs when necessary, including adequate due process protections for the effected EMT;

(3) Setting the standards for training and continuing education for EMTs and EMDs;

(4) Implementation of a quality management program designed to provide for the continuous improvement of patient care and other aspects of the EMS system;

(5) Promulgation of standards of patient care, consistent with the Ambulance Service Area plan and including, but not limited to:

- (a) Dispatch and pre-arrival protocols;
- (b) Transport triage criteria and protocols;
- (c) Specific requirements for EMTs working within the County;
- (d) Approved equipment, supplies, and drugs;
- (e) Patient care protocols;
- (f) Medical criteria for response times;

See "1" below

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1. There are numerous changes in the duties of the ERS medical director. Some of these are: insertion of first responder agencies; removes requirement of "uniform" rules, now mandates "promulgation" but fails to set forth the process; creates a new category of "inter-facility" transport which appears to expand scope beyond the provision of emergency transport; eliminates advisory assistance to rural fire departments; removes EMT training responsibilities; adds right to charge providers for costs of department. (Plan 18)

(h) Critical care inter-facility transport criteria.

(D) Assistants to the medical director.

(1) The EMSMD may appoint assistants to help carry out the duties assigned to the Medical Director. The EMSMD retains the sole responsibility for all assigned duties.

(2) Funding for assistants to the EMSMD, if any, shall be recommended by the administrator.

(E) The EMSMD may appoint committees or individuals as deemed necessary, to provide advice regarding the duties of the medical director.

(F) The administrator is authorized to collect fees from employers of EMTs to off-set the cost to County for the EMSMD and any assistants. These fees shall be limited to the salary and benefits of the EMSMD and agents. Fees will change only with compensation changes approved by the County.

#### 6.33.105. On-line Medical Control.

(A) On-line medical control shall be provided by a Medical Resource Hospital (MRH).

(B) Standards for the MRH shall be determined by the EMSMD and implemented through a performance agreement between MRH and MCEMS.

(C) Compensation for MRH services shall be recommended by the administrator and approved by the Board of County Commissioners.

#### 6.33.110. EMS Medical Advisory Board.

(A) There is created an EMS Medical Advisory Board (MAB) which shall consist of the following persons:

(1) Three physicians, interested and involved in pre-hospital emergency care, one each recommended from the following organizations: the Multnomah County Medical Society, the American College of Emergency Physicians, and MRH;

(2) One physician, recommended by the County Health Officer as a member-at-large;

(3) One nurse, specializing in emergency care, and recommended by the Emergency Nurses Association;

(4) Two paramedics recommended by organizations representing paramedics.

(B) Members shall be appointed by the Board for terms of three years.

(C) Responsibilities shall include:

(1) Provision of advice to the EMSMD and MCEMS;

(2) An annual report to the Board of County Commissioners on the effectiveness of pre-hospital medical care provided by the EMS system to the citizens of Multnomah County.

(D) The chair of the MAB shall be appointed by the EMS Medical Director.

(E) Members shall be reimbursed for expenses authorized by the administrator .

#### 6.33.115. Training and Education.

(A) All training and continuing education for EMTs will be provided through a coordinated educational program approved by the EMSMD.

(B) The program will offer education and training opportunities which include state recertification requirements, issues identified as a result of the quality improvement process, new, "state-of-the-art" information, changes in patient care protocols, and other pertinent topics.

(C) Current and additional training and education resources from the public and private sectors will be used to provide these activities to EMTs. They will be coordinated to insure their maximum use and availability.

(D) Particular attention will be paid to the training needs of the volunteer rural first responders and system resources will be made available to assist in meeting these needs.

(E) Training and education standards, EMT attendance requirements, and County specific education and training requirements shall be the responsibility of the EMSMD.

(F) There may be appointed, an "education coordinator" to assist the EMSMD. This position may be employed by the County or provided under contract to the County. This position may be funded from EMS system revenues as specified by the administrator and with the agreement of the majority of licensees.

6.33.200. EMS Program Office, Administration.

(A) There shall be within the County Health Department an EMS program office (MCEMS) which is responsible for the implementation, regulation, coordination, and enforcement of this chapter, the ambulance service plan and other EMS planning, and the administration of the emergency ambulance service contract.

(B) The responsibilities in (A) above may be accomplished through the promulgation of administrative rules, by the administrator, in accordance with the County's administrative rule process. All such rules that pertain to patient care, EMT practice, ambulance equipment and supplies, and other medical matters shall be approved by the EMSMD prior to implementation.

(C) The administrator is delegated the authority for the enforcement of this chapter including the requirement for the production of relevant records, documents, and recordings. The administrator shall have the authority to subpoena such records when necessary to insure their production.

(D) The administrator may hold hearings on matters of compliance with this chapter and subpoena and require attendance of witnesses at such hearings.

(E) The administrator may appoint committees or individuals, as deemed necessary, to provide advice to the administrator.

6.33.300. System Quality Management and Improvement.

(A) All licensees are required as a condition of license, and all other EMS providers are encouraged, to participate in the quality management program for the EMS system. Participation includes:

(1) Providing patient care data, dispatch and call determination data, EMT training and education information, vehicle maintenance information, EMT rosters, patient or other complaints, and other data and information determined by MCEMS to be necessary for the quality management process. This data is to be provided in a form and frequency to be determined by MCEMS;

(2) Serving on review bodies, committees, problem solving groups, as may be required;

(3) Implementing system changes and modifications in a timely manner;

(4) Maintaining an internal quality improvement process and providing information on the problems and outcomes to the system program;

(B) All data, information, and proceedings associated with the quality management program that could identify patients, specific events, patient medical conditions, locations, or other possible identifiers shall be considered confidential and protected from discovery in accordance with ORS Chapter 1079.

(C) There shall be a quality management committee, chaired by the EMSMD, and responsible for the development, implementation, and on-going monitoring of the quality management and improvement process.

#### 6.33.400. EMS First Response

(A) MCEMS shall enter into agreements with all agencies providing medical first response. These agencies are fire departments and districts, police or sheriff, or other public emergency responders. These agreements shall include, but are not limited to:

- (1) Types of call response and dispatch protocols,
- (2) Response time goals,
- (3) Level of personnel training and staffing,
- (4) Educational and training support provided by MCEMS,
- (5) Equipment, supply, or other support from MCEMS,
- (6) Quality management participation,
- (7) Medical supervision through the EMSMD.

#### 6.33.450. Emergency Ambulance Service Area.

(A) All of Multnomah County comprises a single ambulance service area served by a provider selected by the board and operating under contract or intergovernmental agreement with the County which specifies the conditions of service.

(B) In order to insure the most effective medical response with the resources available MCEMS will:

- (1) Enter into an exclusive emergency ambulance service contract with a qualified ambulance service provider.

(2) Designate response time zones within the ambulance service area. Each zone will have a response time requirement for each level of service.

(3) The zones designated in (1) above will be incorporated into the contract for exclusive emergency ambulance service.

(4) Through intergovernmental agreements specifying the details of service, allow EMS agencies from other jurisdictions to provide service into Multnomah County when such an action will allow for better service to the citizens in the identified areas of the County. MCEMS may likewise allow contracted agencies to serve similar areas in other jurisdictions.

See "m" below

#### 6.33.455. Exclusive Emergency Ambulance Service Contract

(A) The exclusive provider of emergency ambulance service for the single ASA in the County shall be selected through a competitive proposal process by the Board of County Commissioners.

(B) MCEMS shall prepare the necessary request for proposals specifying all criteria necessary for the preparation of a proposal and the selection of a provider.

See "n" below

(C) The contract for emergency ambulance service shall specify all performance and operational criteria not otherwise stated in this chapter. The selected emergency ambulance provider shall enter into an agreement with the County that includes, but is not limited to, the following:

(1) The qualifications required to provide service under the agreement;

(2) Performance criteria such as response time requirements, area coverage, staffing;

(3) Charges for service;

(4) Information and data reporting requirements;

(5) The relationship between the parties to the agreement;

(6) Specifics of participation in the EMS system quality improvement program;

(7) Medical supervision requirements;

(8) Remedies for failure to meet the tenants of the agreement; and

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**m. The Plan designates seven specific areas that can be served by agencies outside the county through the mechanism of inter-governmental agreements. The new language opens up the area to anywhere in Multnomah County. (Plan 14)**

**n. The Plan states that the request for proposals will be developed by an independent consultant. This requirement has been removed and the county's medical director is to develop the request for proposal. The current request for proposal was originally developed by an independent consultant but the commissioners rejected his criterion and created their own, which favors the fire bureau bid. (Plan 32)**

(9) Fee requirements for medical supervision and program management and support.

(B) The contract shall have specific requirements that insure appropriate policies effecting the employees of the provider. These requirements include:

(1) A workforce diversity plan that meets all federal, state, and local standards. The plan must include a specific process for the recruitment and retention of women and minority EMTs.

(2) Agreement to provide employment consideration and priority to paramedics displaced from employment with the providers in Multnomah County prior to the contract implementation to the extent that positions are available.

(3) Providing an Employee Assistance Program (EAP) to all EMTs. The EAP programs in force by the County and the city of Portland shall serve as the standard for evaluation of offered programs.

#### 6.33.460. Reassignment

(A) Should the contracted provider resign its interest in the ASA or should the County terminate the agreement, the County shall then select a replacement provider(s) by a method recommended by the administrator and approved by the Board.

(B) At the end of the term of the contract the Board may exercise its option of renewing the contract or seeking a replacement provider.

#### 6.33.500. Ambulance Charges for Service.

(A) All licensees under this chapter shall provide MCEMS with a schedule of the charges (fees) for services they provide. This schedule must be current at all times.

(B) No charge for service may exceed that which is listed on the most recent schedule on file at MCEMS.

(C) Charges for services provided under contract to the County shall be limited to those specified in the contract and may not be changed, adjusted or modified except through the rate adjustment proceeding.

#### 6.33.505 Rate Adjustment Definitions.

"Applicant" means a provider whose rates are regulated pursuant to this chapter and who requests or applies for a rate adjustment.

"Intervenor" means a person whom the Contract Review Committee (CRC) or the hearings officer has allowed to participate in a proceeding subject to the rights provided by these Rules.

"Officer" means a hearings officer to whom the County has delegated authority to conduct hearings pursuant to these rules.

"Operating expenses" or "allowable costs" means those costs attributed to the provision of emergency medical services provided under the exclusive provider agreements required by this chapter.

"Party" means a provider whose rates are regulated pursuant to this chapter and any person admitted as an intervenor pursuant to these Rules.

6.33.510. Contract Compliance and Rate Regulation Committee (CRC).

(A) There shall be a Contract Compliance and Rate Regulation Committee (CRC), appointed by the Board of County Commissioners, upon the recommendation of MCEMS.

(B) The CRC shall be comprised of the following members:

- (1) A person with expertise in ambulance operations;
- (2) An attorney with health care expertise;
- (3) A person in the business of health care administration or health care financing;
- (4) An accountant;
- (5) An EMS provider not regulated by this chapter;
- (6) A citizen residing within Multnomah County.

(C) The CRC will meet and review the response times and other performance requirements of the ambulance service contract and make recommendations to the EMS Administrator. The CRC will review all requests for rate adjustments and make recommendations to the EMS Administrator.

(D) The initial rates incorporated in the exclusive ambulance service contract shall be verified and recommended to the Board by the RFP evaluation committee, acting as the Contract Compliance and Rate Regulation Committee for purposes of this initial review.

6.33.515. Rate Adjustment Procedure.

(A) A request for a rate adjustment may be made by a licensee whose rates are regulated by this chapter or by MCEMS. This process is for contested rate increases or unusual rate increase requests. The exclusive ambulance contract rate adjustment formula is not subject to this section.

(B) The rate adjustment procedure is a contested hearings process with an appointed hearing officer that allows all interested, qualified parties to participate. The order of the hearing officer is forwarded to the CRC for final determination of the rates to be charged.

(C) There are a variety of persons who may participate in rate proceedings conducted by the County. They include the contracted provider of emergency ambulance service, other providers of ambulance service, third party payers for ambulance service, MCEMS, employees of ambulance companies, and users of emergency ambulance service.

(D) The regulated provider shall submit to the rate hearing a reviewed financial statement prepared by a certified public accountant or, if a public provider, by the appropriate financial officer.

(E) Financial statements shall be in a form and include accounts as required by MCEMS. The statements shall show only allowable costs as specified in the ambulance service contract and also shall show total costs for all accounts that require an allocation to determine allowable costs including the application of the allocation methodology to the total costs.

(F) Any person who resides or does business in Multnomah County may petition to intervene in any proceeding conducted under this section. The petition to intervene shall contain the following information:

- (1) The name and address of the petitioner;
- (2) The name and address of the attorney, if any, representing the petitioner;
- (3) If the petitioner is an organization, the number of members in and the purposes of the organization;
- (4) The nature and extent of the petitioner's interest in the proceeding;
- (5) The issues the petitioner intends to raise at the proceeding; and

(6) Any special knowledge or expertise of the petitioner which would assist the County in resolving the issues in the proceeding.

(G) If the hearings officer finds the petitioner has sufficient interest not otherwise represented in the proceeding and the petitioner's appearance and participation will not unreasonably broaden the issues, burden the record, or unreasonably delay the proceeding, the hearings officer shall grant the petition.

(H) The hearings officer shall set the time and place for a hearing on the proposals for a rate adjustment. The hearing shall be held within 15 days of the time fixed by the administrator for receipt of the schedules of proposed rates. Notice shall be served on all parties at least 30 days prior to the date of the hearing, in person, by mail, or by any other reasonable means of delivery.

(I) MCEMS may request of any party the production of documents relevant to the determination of any issue currently a part of a rate setting proceeding under this chapter. The request shall set forth the general relevance and reasonable scope of the documents sought. A party may return with any requested documents a form protective order providing for the confidentiality of those documents. The form protective order shall be provided by MCEMS with each and every request for documents. Should a party refuse to produce the requested documents, the administrator may issue a subpoena for the documents.

#### 6.33.520. Orders.

(A) The hearings officer shall issue a written recommended order, no later than 30 days after the date on which the hearing was closed, which shall be based solely on the record made at the hearing and shall forward that order to the CRC.

#### 6.33.525. CRC Rate Review Procedures.

(A) The CRC shall schedule a review of the recommended order, which shall be held no more than 30 days after service of the recommended order.

(B) CRC review of final recommended orders shall be confined to the record of the proceeding below, which shall include:

(1) All materials, submitted by any party and received by the hearings officer;

(2) All materials submitted by staff to the hearings officer;

(3) The transcript of the hearing below;

(4) The findings and conclusions of the hearings officer.

(C) The CRC may allow oral or written argument by the parties.

(D) Parties shall limit their argument to the CRC to issues regarding an error of law or fact in the order which is essential to the decision and which the party raised in exceptions filed under these Rules.

(E) The CRC may affirm, reverse, remand, or modify the decision of the hearings officer.

(F) The CRC shall prepare a decision which shall include written findings of fact and conclusions, based upon the record. The CRC shall serve the decision upon all parties to the hearing.

(G) Unless appealed to the Board within the time specified, the decision of the CRC shall be final and non-appealable.

#### 6.33.530. Appeals to Board of Commissioners.

(A) Within 10 days from the date a decision of the CRC is served, a party may file an appeal with the Board.

(B) The appeal to the Board shall specify:

(1) The portion of the challenged order which the appellant contends is erroneous or incomplete;

(2) The portion of the record, laws, or rules relied upon to support the appeal;

(3) The change in the order which the Board is requested to make;

(C) The Board may grant an application for an appeal if the applicant shows that there is an error of law or fact in the order which is essential to the decision and which the party appealing raised in exceptions filed under these Rules.

(D) The Board may affirm, reverse, remand, or modify the decision of the CRC.

(E) The Board's decision shall become final at the close of business on the 10th day after service of the decision on the parties.

6.33.535. CRC Contract Compliance Review Procedures.

(A) The CRC shall meet, at least annually, to review the performance, as specified in the contract, of the contractor for emergency ambulance service.

(B) Data and information necessary for this review shall be provided by the contractor, BOEC, MCEMS, and others, as requested by the CRC.

(C) The CRC will review the performance of the contractor and make recommendations to the EMS Administrator as to the contract compliance of the contractor.

6.33.600. Ambulance Dispatch.

(A) Dispatch for emergency contracted ambulances shall be provided by the City of Portland, Bureau of Emergency Communications (BOEC).

(B) Dispatch requirements and performance standards, medical triage protocols, medical information requirements (pre-arrival instructions), and data requirements shall be specified in an intergovernmental agreement between BOEC and the County. The medical protocols and medical information requirements specified in that agreement shall be promulgated by the EMSMD.

(C) MCEMS, in conjunction with BOEC and the ambulance contractor, shall determine the necessary information to be supplied by the contractor to insure the optimal operation of the ambulance dispatch and require the provider to supply this information in the form and manner designated. This information shall include ambulance deployment schedules and "move up" criteria and locations (system status plan).

(D) All licensees receiving requests for ambulance services through their business telephone or by any other means other than BOEC, shall, using the triage guide, approved by MCEMS and employed at BOEC, determine if the call meets the emergency dispatch requirements. If the call meets these requirements, that call information is to be transferred to 911 for dispatch. Licensees are prohibited from dispatching an ambulance to a call that meets emergency dispatch criteria.

(E) Ambulances, when responding to emergency calls, shall inform BOEC of their status for response; immediately notifying BOEC of any change from a previous status. The record of this information, along with the time of each notification, shall be kept at BOEC and shall comprise the official record for purposes of contract monitoring and compliance.

6.33.625 Code-3, (Priority 1, Lights and Sirens).

(A) "Code-3" or "Priority 1" means driving an emergency vehicle with the aid of warning lights and sirens.

(B) Ambulances may respond to a call Code-3 only when dispatched by BOEC.

(C) Ambulances are prohibited from responding to a hospital or other facility, for the purpose of initiating a non-patient call (e.g. pick up of a transport team), code-3.

(D) Any ambulance use of code-3 driving other than to respond to an emergency call dispatched by BOEC, deliver a patient to a hospital, or to deliver a transplant organ to a hospital shall be reviewed by MCEMS for appropriate use of code-3 driving. "Appropriate" is defined as responding to save the life of a patient.

6.33.650. Communications.

(A) Each ambulance shall be equipped with radios and/or other communication equipment as specified by MCEMS.

(B) All ambulances will be equipped, at a minimum, with a radio that allows communication with their dispatch center and the receiving hospitals.

(C) Each receiving hospital and MRH will communicate with ambulances on radio equipment specified by MCEMS.

(D) It shall be the responsibility of each licensee to purchase, install and maintain such equipment. The County shall not be responsible for any cost associated with this equipment.

(E) The policies for the use of such equipment, the security of the equipment, and system access requirements shall be promulgated by MCEMS in conjunction with the City of Portland and other parties involved in radio system operations.

6.33.655. Hospital Availability, Ambulance Diversion.

(A) Information regarding the ability of hospitals to receive ambulance transported patients shall be provided to ambulance units, by BOEC, using the CHORAL system.

(1) Each receiving hospital wishing to change its receiving status from time to time shall be equipped with the necessary computer and other requirements for participation in the CHORAL system. Hospitals not

participating in the CHORAL system shall be considered available for ambulance transports at all times.

(2) Ambulance companies may have CHORAL equipment for purposes of monitoring the system. The BOEC CHORAL computer information shall be the official information for the CHORAL system.

(B) Ambulances may be diverted from an intended hospital destination based only on the information provided by the CHORAL system. In the event of a failure of the CHORAL system, other means of communication, as authorized by the administrator, may be used to convey the hospital status.

(C) Nothing in this chapter is intended to supersede any state or federal laws or regulations regarding ambulance diversion or patient destination.

#### 6.33.700. Mass Casualty Incidents (MCI)

(A) The MCI plan, as attached to the EMS administrative rules, shall serve as the guide for the response of first responders and ambulances and the care and transportation of persons, when the number of persons meets the criteria for implementation of the plan. This plan shall be reviewed from time to time by the EMSMD and modified when necessary to insure that current standards of care are being met.

(B) It is the intent that the MCI plan will be developed and maintained on a regional basis.

(C) Any licensed ambulance may be required to respond to a mass casualty incident. Those ambulances not under contract to the County will be used only at the request of the EMS administrator or by EMS approved protocol.

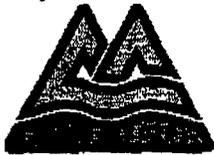
#### 6.33.750. Special responses.

(A) Emergency medical response to certain calls may require specialized equipment and specially trained personnel. These calls include, but are not limited to, hazardous material calls, search and rescue, extrication, trench, dive, and high angle rescue, and support for law enforcement response teams. These specialized responses are the responsibility of the fire first responders, and in the case of search and rescue, the sheriff.

See "o" below

(B) Response by specialized units of the ambulance providers shall be only at the direction of the responding provider in (A) above, through BOEC dispatch.

- o. In the Plan, the fire bureau's designated scope of response is specifically delineated. The new language makes that scope unlimited, once again raising the specter of multiple providers. (Plan 26)**



# Emergency Medical Services

Multnomah County

**MEMORANDUM**

**TO:** Chair, Board of Commissioners  
County Commissioners

**FROM:** Bill Collins  
EMS Director

**DATE:** April 20, 1995

**RE:** Ambulance Service Contracting Process

BOARD OF  
COUNTY COMMISSIONERS  
1995 APR 24 PM 12:22  
MULTNOMAH COUNTY  
OREGON

The following is a schedule for the completion of the ambulance contracting process and the actions required of the Board:

April 17, 1995 - Cover letters were received by County Purchasing from both Portland/Gresham Fire and AMR. This completes the RFP submittal process.

April 18, 1995 - Purchasing reviewed the submittals and determined that all submittal requirements were met by both proposals.

April 19-21, 1995 - Review of credentials and minimum proposal requirements by Mike Williams and Bill Collins. There is no scoring at this review. Failure to meet the minimum proposal requirements may result in disqualification.

April 22-May 19, 1995 - Proposals reviewed by the Proposal Review Committee. We are planning to assemble the evaluators in Portland on May 7 and 8, 1995 for discussion, proposer presentations, and group ranking of proposals. The committee is composed of the following people, all of which reside outside the state of Oregon:

1. An EMS physician with experience in conducting ambulance service accreditation reviews.

**Health Department  
426 S.W. Stark Street - 9th Floor - Portland, Oregon 97204 - 248-3220 - Fax 248-5453**

AN EQUAL OPPORTUNITY EMPLOYER

2. An EMS program administrator with experience with both public and private providers and experience with "fail-safe" franchises.
3. A fire/EMS Battalion Chief with experience in operations and in evaluation of county-wide ambulance service proposals.
4. A Chief Operating Office of a private ambulance service operating under a "fail-safe" franchise.

In addition, there is a technical group that will evaluate the financial aspects of the proposals:

1. A public financial expert with a national financial consulting firm
2. A CPA/Cost accountant from a private accounting firm. [note: This person is from the greater Portland area.]

May 18-19, 1995 - Final report of the Proposal Review Committee to the Health Officer.

May 25, 1995 - Presentation of the recommendation of the Proposal Review Committee to the Board of Commissioners.

**ACTION:** - A motion to accept or reject the recommendation of the committee. If accepted, instruct the Health Department to negotiate the contract with the recommended proposer.

June 15, 1995 - Presentation of the contract to the Board of Commissioners.

**ACTION:** A motion to award the contract.

July 1, 1995 - Estimated start of the contract.

c: Gary Oxman, MD  
County Counsel

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To	Cari	From	
Co.	Clerk of Bd	Co.	EMS
Dept.		Phone #	
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