

ANNOTATED MINUTES

Tuesday, August 4, 1998 - 10:30 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

BOARD BRIEFING

Vice-Chair Sharron Kelley convened the meeting at 10:33 a.m., with Commissioners Gary Hansen, Diane Linn and Lisa Naito present, and Chair Beverly Stein excused.

B-1 Hawthorne Bridge Paint and Deck Replacement Project Update. Presented by Stan Ghezzi.

STAN GHEZZI INTRODUCED ED WORTMAN, JOHN LINDENTHAL, GARY OXMAN, CHUCK MAGGIO, DOUG EAKIN OF ODOT AND RANEI NOMURA OF DEQ. STAN GHEZZI, ED WORTMAN AND JOHN LINDENTHAL PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. DR. OXMAN COMMENTS IN SUPPORT OF CONTAINMENT PROCESS.

There being no further business, the meeting was adjourned at 11:20 a.m.

Thursday, August 6, 1998 - 9:30 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:31 a.m., with Vice-Chair Sharron Kelley, Commissioners Gary Hansen, Diane Linn and Lisa Naito present.

CONSENT CALENDAR

**UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER HANSEN, THE**

**CONSENT CALENDAR (ITEMS C-1 THROUGH C-9)
WAS UNANIMOUSLY APPROVED.**

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-1 ORDER Cancelling Land Sale Contract 15440R with Herbert H. Wise and Richard Wise Upon Default of Payments and Performance of Covenants

ORDER 98-101.

- C-2 ORDER Authorizing Execution of Deed D981509B Upon Complete Performance of a Contract with Earl Fletcher

ORDER 98-102.

- C-3 ORDER Authorizing Execution of Deed D981554 for Repurchase of Tax Foreclosed Property to Former Owner George W. Gaston

ORDER 98-103.

- C-4 ORDER Authorizing Execution of Deed D981556 for Repurchase of Tax Foreclosed Property to Former Owner the Estate of James McIver

ORDER 98-104.

- C-5 ORDER Authorizing Execution of Deed D991557 for Purchase of Certain Tax Foreclosed Property by Peninsula Drainage District No. 2

ORDER 98-105.

- C-6 ORDER Authorizing Execution of Deed D981559 for Repurchase of Tax Foreclosed Property to Former Owner the Estate of James McIver

ORDER 98-106.

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-7 Renewal of Intergovernmental Agreement 9910256 with the Burlington Water District for Phases II and III of the NW Main Street Distribution Replacement Project
- C-8 Amendment 2 to Intergovernmental Agreement 102778 with the City of Fairview to Increase Funding to Purchase Sixth/Harrison Street Storm Drain

Improvements; Revise the End Date of the Walnut Lane Culvert Project to June 30, 1998; and Extend the End Dates of the Emergency Communication, Fifth Street Storm, and Halsey Bypass Projects to June 30, 2000

- C-9 Amendment 3 to Intergovernmental Revenue Agreement 101618 with the State Mental Health and Developmental Disability Services Division Adding Revised Language for the Implementation of Self Directed Individual and Family Support

REGULAR AGENDA

PUBLIC COMMENT

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

NO ONE WISHED TO COMMENT.

DEPARTMENT OF LIBRARY SERVICES

- R-2 Results from RESULTS: Results in the Hiring Process. Presented by Cindy Gibbon, Tom Olson and Francie Berg.

***TOM OLSON, CINDY GIBBON, FRANCIE BERG
AND BECKY COBB PRESENTATION AND
RESPONSE TO BOARD QUESTIONS. CHAIR
STEIN COMMENTS IN SUPPORT.***

NON-DEPARTMENTAL

- R-3 Report of the 1998 Multnomah County Salary Commission. Presented by Mary Ann Wersch and Ron McGee.

***GARY BLACKMER INTRODUCED MARY ANN
WERSCH AND RON MCGEE. MS. WERSCH
PRESENTATION. MR. BLACKMER AND MS.
WERSCH RESPONSE TO BOARD QUESTIONS
AND DISCUSSION. BOARD COMMENTS IN
SUPPORT OF WORK OF SALARY COMMISSION.***

DEPARTMENT OF SUPPORT SERVICES

- R-4 Ratification of Settlement of a Class Action Overtime Grievance and Related Claims, Including Ratification of Necessary Conditional Amendments to the 1992-95 Collective Bargaining Agreement Between Multnomah County and the International Union of Operating Engineers Local 701, as Amended and Extended through June 30, 1998
- R-5 Ratification of Settlement of a Class Action Overtime Grievance and Related Claims, Including Ratification of Necessary Conditional Amendments to the 1992-95 Collective Bargaining Agreement Between Multnomah County and the Multnomah County Corrections Officers Association (MCCOA), as Amended and Extended through June 30, 1998
- R-6 Ratification of Settlement of a Class Action Overtime Grievance and Related Claims, Including Ratification of Necessary Conditional Amendments to the 1992-95 Collective Bargaining Agreement Between Multnomah County and the Multnomah County Deputy Sheriffs Association (MCDSA), as Amended and Extended through June 30, 1998
- R-7 Ratification of Settlement of a Class Action Overtime Grievance and Related Claims, Including Ratification of Necessary Conditional Amendments to the 1992-95 Collective Bargaining Agreement Between Multnomah County and the International Brotherhood of Electrical Workers (IBEW) Local 48, as Amended and Extended through June 30, 1998
- R-8 Ratification of Settlement of a Class Action Overtime Grievance and Related Claims, Including Ratification of Necessary Conditional Amendments to the 1992-95 Collective Bargaining Agreement Between Multnomah County and the Oregon Nurses Association (ONA), as Amended and Extended through June 30, 1998
- R-9 Ratification of Settlement of a Class Action Overtime Grievance and Related Claims, Including Ratification of Necessary Conditional Amendments to the 1992-95 Collective Bargaining Agreement Between Multnomah County and AFSCME, Local 88 (Juvenile Custody Specialist Unit), as Amended and Extended through June 30, 1998
- R-10 Ratification of Settlement of a Class Action Overtime Grievance and Related Claims, Including Ratification of Necessary Conditional Amendments to the 1998-2001 Collective Bargaining Agreement Between Multnomah County and AFSCME, Local 88 (General Employees Unit)

**COMMISSIONER KELLEY MOVED AND
COMMISSIONER HANSEN SECONDED,**

**APPROVAL OF R-4 THROUGH R-10. DARRELL
MURRAY EXPLANATION. SETTLEMENT
AGREEMENTS UNANIMOUSLY RATIFIED.**

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE

R-11 First Reading of an ORDINANCE Designating the County Supervisory Authority, Defining County Secure Residential Treatment Facilities, and Amending MCC 2.30.800 and Creating MCC 2.30.310

**ORDINANCE READ BY TITLE ONLY. COPIES
AVAILABLE. FOLLOWING TITLE
CLARIFICATION BY COUNSEL JACQUIE WEBER,
COMMISSIONER KELLEY MOVED AND
COMMISSIONER HANSEN SECONDED,
APPROVAL OF FIRST READING OF SUBSTITUTE
ORDINANCE DESIGNATING THE COUNTY
SUPERVISORY AUTHORITY AND AMENDING
MCC 2.30.800 AND CREATING MCC 2.30.310. MS.
WEBER EXPLANATION AND RESPONSE TO
BOARD QUESTIONS. ELYSE CLAWSON
EXPLANATION AND RESPONSE TO BOARD
QUESTIONS AND DISCUSSION. IN RESPONSE TO
COMMENTS OF COMMISSIONER HANSEN, CHAIR
STEIN ADVISED SHERIFF NOELLE FEELS
COMFORTABLE WITH THIS ORDINANCE. NO
ONE WISHED TO TESTIFY. FIRST READING
UNANIMOUSLY APPROVED. SECOND READING
THURSDAY, AUGUST 13, 1998.**

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-12 First Reading of an ORDINANCE Amending Ordinance No. 909, in Order to Correct Several Inadvertent Typographical Errors and Omissions Contained in that Ordinance Relating to the Animal Control Code and Declaring an Emergency

**ORDINANCE READ BY TITLE ONLY. COPIES
AVAILABLE. COMMISSIONER KELLEY MOVED
AND COMMISSIONER LINN SECONDED,
APPROVAL OF FIRST READING AND ADOPTION.
COMMISSIONER NAITO EXPLAINED SHE
INTENDS TO ABSTAIN FROM VOTING AS SHE**

WAS NOT HERE FOR THE PRIOR HEARINGS. MATTHEW RYAN EXPLANATION OF ERRORS AND OMISSIONS. DONNA MATRAZZO PRESENTATION AND TESTIMONY IN OPPOSITION TO EXEMPTION OF COMMERCIAL DOG KENNELS TO NOISE CONTROL LAW. ATTORNEY DANIEL KEARNS TESTIMONY IN SUPPORT OF LAND USE NON-CONFORMING USE LEGALLY OBTAINED BY SAUVIE ISLAND KENNEL OWNER CLIENT DOUG SHADE. KENNEL OWNERS DOUG SHADE, JIM CHARLTON AND ANGELA SCHILEREFF TESTIMONY IN SUPPORT OF PROPOSED ORDINANCE. AT THE REQUEST OF CHAIR STEIN, MR. RYAN EXPLAINED THE FOCUS OF THIS ORDINANCE HAS ALWAYS BEEN ON THE URBAN BARKING DOG ISSUE AND THAT IS WHY THIS ORDINANCE EXEMPTS THOSE TYPES OF OPERATIONS FROM THE REGULATIONS AND LEAVES IT TO LAND USE PLANNING TO ADDRESS THEM. IN RESPONSE TO BOARD QUESTIONS, KATHY BUSSE AND LISA ESTRIN EXPLAINED THAT IN ADDITION TO THE KENNEL EXEMPTION, THE ORDINANCE PROVISION RELATING TO LAND USE IS THE NOTIFICATION PROCESS REQUIRING LAND USE APPROVAL PRIOR TO ISSUANCE OF AN ANIMAL FACILITIES LICENSE PERMIT. MS. ESTRIN EXPLAINED LAND USE CANNOT GO BACK AND IMPOSE NEW REQUIREMENTS ON THE STRUCTURES OR FACILITIES OF THOSE SAUVIE ISLAND KENNELS WHICH HAVE PRE-EXISTING EXEMPTIONS, AND THAT UNDER CURRENT EFU AND CFU ZONES, NEW KENNELS ARE NOT PERMITTED, BUT EXISTING KENNELS ARE ALLOWED TO EXPAND. MS. ESTRIN EXPLAINED THERE IS A PROBLEM PRESENTLY COORDINATING AN EXPANSION OF A DOG KENNEL BETWEEN ANIMAL CONTROL AND LAND USE BECAUSE LAND USE IS NOT INFORMED IF THERE IS AN EXPANSION TO THE ANIMAL FACILITIES LICENSE. COMMISSIONER LINN EXPLAINED SHE WANTS TO SUPPORT THE ORDINANCE AS IS TODAY AND DISCUSS THE SAUVIE ISLAND LAND USE ISSUES AT A LATER

DATE. IN RESPONSE TO CONCERNS OF COMMISSIONER KELLEY, COMMISSIONER LINN EXPLAINED IT WAS NEVER THE INTENT OF THE EXOTIC ANIMAL CONTROL ORDINANCE TO BAN OPERATION OF KENNELS, AND MR. RYAN EXPLAINED THAT THE PROVISION ALLOWING THE EXEMPTION FROM KENNELS REGULATION IS LAW, AS IT WAS IN ORDINANCE 909, BUT THAT WHAT HE WAS DELETING IN THIS PROPOSED ORDINANCE WAS A REFERENCE TO THAT WHICH WAS IN ANOTHER SECTION OF THE CODE THAT WAS UNNECESSARY AND CONFUSING. COMMISSIONER HANSEN ADVISED HE AGREES THAT THE BOARD SHOULD GO FORWARD WITH THIS ORDINANCE AND SUGGESTED THAT KENNEL NOISE, FARM USE AND OTHER LAND USE ISSUES SHOULD BE ADDRESSED LATER, INCLUDING THROUGH MEDIATION AND CONFLICT RESOLUTION RATHER THAN THROUGH SPECIFIC ORDINANCE OR LAND USE CASES.

AT 11:03 AM COMMISSIONER NAITO ADVISED SHE SUPPORTS COMMISSIONER LINN'S PROPOSAL AND EXCUSED HERSELF FROM THE MEETING IN ORDER THAT THE ORDINANCE MIGHT BE APPROVED BY ALL MEMBERS PRESENT PER THE CHARTER PROVISION FOR ADOPTION OF AN ORDINANCE BY EMERGENCY.

IN RESPONSE TO QUESTIONS OF CHAIR STEIN AND COMMISSIONER LINN, MR. RYAN AND MR. SHADE DISCUSSED THE APPEAL OF THE BARKING DOG PROVISION NOW PENDING IN CIRCUIT COURT, AND WHAT CHANGES HAVE BEEN IMPLEMENTED AT HIS SAUVIE ISLAND KENNEL TO REDUCE THE NOISE LEVEL. IN RESPONSE TO A QUESTION OF CHAIR STEIN, MS. ESTRIN EXPLAINED THAT LAND USE HAS NO CONTROL OVER THE BARKING DOG NOISE OF THE COUNTY'S FOURTEEN EXEMPT KENNELS UNLESS THERE IS NEW CONSTRUCTION OR EXPANSION, WHEN THEY CAN REQUIRE THE

USE OF MASONRY OR OTHER OPAQUE MATERIAL TO PROVIDE NOISE CONTROL. MR. MIGGINS RESPONSE TO COMMISSIONER HANSEN'S SUGGESTION THAT ANIMAL CONTROL FIND A DIFFERENT WAY OF HANDLING KENNEL NOISE. MS. ESTRIN RESPONSE TO COMMISSIONER KELLEY'S QUESTIONS CONCERNING EXISTING KENNELS AND HER CONCERN OVER THE NECESSITY THAT ALL THE CITIES ADOPT THIS ORDINANCE. FOLLOWING DISCUSSION AND AT CHAIR STEIN'S SUGGESTION, BOARD CONSENSUS THAT LAND USE AND ANIMAL CONTROL THINK ABOUT WHAT WOULD BE AN APPROPRIATE STANDARD THAT WOULD WORK FOR A KENNEL AND FOR A RESIDENCE. COMMISSIONER LINN REMINDED ANIMAL CONTROL TO FOLLOW UP ON LANGUAGE PERTAINING TO A PROVISION TO GRANDFATHER IN CERTAIN SNAKES. MATT RYAN SUGGESTED THAT WHEN THIS ORDINANCE IS ADOPTED IN THE INCORPORATED CITIES, EACH CITY'S SOUND OR NOISE ORDINANCE MAY BE INVOCABLE AGAINST FACILITIES WITHIN ITS JURISDICTION. COMMISSIONER HANSEN ASKED MR. MIGGINS IF HE COULD ADDRESS THE PROBLEM OF EXCESSIVE BARKING THROUGH HIS ADMINISTRATIVE AUTHORITY PERTAINING TO PROTOCOLS AND PROCEDURES OVER OPERATION OF KENNELS. MR. MIGGINS ADVISED HIS PRIMARY AUTHORITY IS OVER HEALTH AND WELFARE AND SAFETY ISSUES, BUT THAT HE WOULD LOOK INTO THAT AND BRING THAT BACK TO THE BOARD. ORDINANCE 918 APPROVED, WITH COMMISSIONERS KELLEY, HANSEN, LINN AND STEIN VOTING AYE, AND COMMISSIONER NAITO EXCUSED.

COMMISSIONER COMMENT

R-13 Opportunity (as Time Allows) for Commissioners to Provide Informational Comments to Board and Public on Non-Agenda Items of Interest.

NO ONE WISHED TO COMMENT.

There being no further business, the regular meeting was adjourned and the Board recessed at 11:19 a.m.

Thursday, August 6, 1998 - 10:30 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

WORK SESSION

Chair Beverly Stein reconvened the meeting at 11:23 a.m., with Vice-Chair Sharron Kelley, Commissioners Gary Hansen, Diane Linn and Lisa Naito present.

WS-1 Board of County Commissioners' Strategic Directions. Facilitated by Chair Beverly Stein.

CHAIR STEIN AND CAROL FORD PRESENTATION AND RESPONSE TO BOARD COMMENTS AND DISCUSSION. COMMISSIONER LINN ADVISED SHE LOOKS FORWARD TO WORKING ON COMMUNITY BUILDING, FUNDING FOR PUBLIC EDUCATION, REDUCING HOMELESS YOUTH, FAMILY VIOLENCE AND GOOD GOVERNMENT BENCHMARKS ISSUES. COMMISSIONER NAITO ADVISED HER PRIORITIES ARE EARLY CHILDHOOD DEVELOPMENT, SCHOOL FUNDING, MENTAL HEALTH SERVICES FOR CHILDREN, HOMELESS YOUTH, SCHOOL COMPLETION, MENTALLY ILL OFFENDERS IN JAIL, AND GOOD GOVERNMENT ISSUES. COMMISSIONER KELLEY ADVISED SHE IS INTERESTED IN COMMUNITY BUILDING, GOOD GOVERNMENT, ALCOHOL AND DRUG AND MENTAL HEALTH, CHILD ABUSE, AND DOMESTIC VIOLENCE ISSUES. COMMISSIONER HANSEN ADVISED HE WOULD FOCUS ON LEGISLATIVE ISSUES FOR THE NEXT FEW MONTHS. CHAIR STEIN ADVISED SHE WILL CONTINUE FOCUSING ON THE ADMINISTRATIVE DUTIES OF THE CHAIR, INCLUDING INTERNAL AND EXTERNAL

**LINKING AND BUILDING CAPACITY, AS WELL AS
COMMUNITY SCHOOLS, COMMUNITY BUDGET
FORUMS, JUVENILE JUSTICE, SCHOOL
ATTENDANCE AND SCHOOL COMPLETION,
COMMUNITY BUILDING, SCHOOL TO WORK,
WORKFORCE DEVELOPMENT, LIVING WAGE
JOBS, TAX POLICY, AND GORGE ISSUES.
CONSENSUS THAT DEPARTMENTAL KEY
RESULTS AND BUDGET PROCESS BRIEFINGS
AND LEGISLATIVE ISSUES DISCUSSION WITH
GINA MATTIODA BE SCHEDULED BETWEEN
NOW AND JANUARY.**

There being no further business, the meeting was adjourned at 12:35 p.m.

OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad

Deborah L. Bogstad



MULTNOMAH COUNTY, OREGON

BOARD OF COMMISSIONERS

Beverly Stein, Chair

1120 SW Fifth Avenue, Suite 1515

Portland, Or 97204-1914

Phone: (503) 248-3308 FAX (503) 248-3093

Email: mult.chair@co.multnomah.or.us

Diane Linn, Commission Dist. 1

1120 SW Fifth Avenue, Suite 1500

Portland, Or 97204-1914

Phone: (503) 248-5220 FAX (503) 248-5440

Email: diane.m.linn@co.multnomah.or.us

Gary Hansen, Commission Dist. 2

1120 SW Fifth Avenue, Suite 1500

Portland, Or 97204-1914

Phone: (503) 248-5219 FAX (503) 248-5440

Email: gary.d.hansen@co.multnomah.or.us

Lisa Naito, Commission Dist. 3

1120 SW Fifth Avenue, Suite 1500

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Phone: (503) 248-5217 FAX (503) 248-5262

Email: lisa.h.naito@co.multnomah.or.us

Sharron Kelley, Commission Dist. 4

1120 SW Fifth Avenue, Suite 1500

Portland, Or 97204-1914

Phone: (503) 248-5213 FAX (503) 248-5262

Email: sharron.e.kelley@co.multnomah.or.us

ANY QUESTIONS? CALL BOARD CLERK DEB BOGSTAD @ 248-3277

Email: deborah.l.bogstad@co.multnomah.or.us

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

AUGUST 4 & 6, 1998

BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

2	10:30 am Tuesday Hawthorne Bridge Paint & Deck Replacement Update
3	9:30 am Thursday Library RESULTS Presentation
3	9:45 am 1998 Salary Review Commission Report to the Board
4	10:07 am First Reading Alcohol and Drug Treatment Facilities Ordinance
5	10:12 am Ordinance Amending Ordinance 909 Relating to the Animal Control Code
5	10:30 am Commissioners' Strategic Directions Work Session
*	Check the County Web Site: http://www.multnomah.lib.or.us

Thursday meetings of the Multnomah County Board of Commissioners are cable-cast live and taped and may be seen by Cable subscribers in Multnomah County at the following times:

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

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community
Television

Tuesday, August 4, 1998 - 10:30 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

BOARD BRIEFING

- B-1 Hawthorne Bridge Paint and Deck Replacement Project Update. Presented by Stan Ghezzi. 30 MINUTES REQUESTED.
-

Thursday, August 6, 1998 - 9:30 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-1 ORDER Cancelling Land Sale Contract 15440R with Herbert H. Wise and Richard Wise Upon Default of Payments and Performance of Covenants
- C-2 ORDER Authorizing Execution of Deed D981509B Upon Complete Performance of a Contract with Earl Fletcher
- C-3 ORDER Authorizing Execution of Deed D981554 for Repurchase of Tax Foreclosed Property to Former Owner George W. Gaston
- C-4 ORDER Authorizing Execution of Deed D981556 for Repurchase of Tax Foreclosed Property to Former Owner The Estate of James McIver
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DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-7 Renewal of Intergovernmental Agreement 9910256 with the Burlington Water District for Phases II and III of the NW Main Street Distribution Replacement Project
- C-8 Amendment 2 to Intergovernmental Agreement 102778 with the City of Fairview to Increase Funding to Purchase Sixth/Harrison Street Storm Drain Improvements; Revise the End Date of the Walnut Lane Culvert Project to June 30, 1998; and Extend the End Dates of the Emergency Communication, Fifth Street Storm, and Halsey Bypass Projects to June 30, 2000
- C-9 Amendment 3 to Intergovernmental Revenue Agreement 101618 with the State Mental Health and Developmental Disability Services Division Adding Revised Language for the Implementation of Self Directed Individual and Family Support

REGULAR AGENDA

PUBLIC COMMENT

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

DEPARTMENT OF LIBRARY SERVICES

- R-2 Results from RESULTS: Results in the Hiring Process. Presented by Cindy Gibbon, Tom Olson and Francie Berg. 15 MINUTES REQUESTED.

NON-DEPARTMENTAL

- R-3 Report of the 1998 Multnomah County Salary Commission. Presented by Mary Ann Wersch and Ron McGee. 15 MINUTES REQUESTED.

DEPARTMENT OF SUPPORT SERVICES

- R-4 Ratification of Settlement of a Class Action Overtime Grievance and Related Claims, Including Ratification of Necessary Conditional Amendments to the 1992-95 Collective Bargaining Agreement Between Multnomah County and the International Union of Operating Engineers Local 701, as Amended and Extended through June 30, 1998

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- R-10 Ratification of Settlement of a Class Action Overtime Grievance and Related Claims, Including Ratification of Necessary Conditional Amendments to the 1998-2001 Collective Bargaining Agreement Between Multnomah County and AFSCME, Local 88 (General Employees Unit)

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE

- R-11 First Reading of an ORDINANCE Designating the County Supervisory Authority, Defining County Secure Residential Treatment Facilities, and Amending MCC 2.30.800 and Creating MCC 2.30.310

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-12 First Reading of an ORDINANCE Amending Ordinance No. 909, in Order to Correct Several Inadvertent Typographical Errors and Omissions Contained in that Ordinance Relating to the Animal Control Code and Declaring an Emergency

COMMISSIONER COMMENT

R-13 Opportunity (as Time Allows) for Commissioners to Provide Informational Comments to Board and Public on Non-Agenda Items of Interest.

Thursday, August 6, 1998 - 10:30 AM
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

WORK SESSION

WS-1 Board of County Commissioners' Strategic Directions. Facilitated by Chair Beverly Stein. 1.5 HOURS REQUESTED.

MEETING DATE: AUG 06 1998

AGENDA NO: C-1
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Cancellation of Defaulted Land Sales Contract

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 #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request cancellation of Land Sales Contract 15440R to HERBERT H. WISE.

Cancellation Order and Copy of Default Notice attached

8/7/98 copies to tax title

98 JUL 24 AM 10:17
MULTIPLA COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: kt Lou E. Chickel

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk at 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 98-101

Cancelling Land Sale Contract 15440R with HERBERT H. WISE and RICHARD WISE upon Default of Payments and Performance of Covenants

The Multnomah County Board of Commissioners Finds:

- a) Contract purchaser, HERBERT H. WISE and RICHARD WISE, by contract dated September 4, 1991, book 2085 and Page 1757, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

EXC E 2' OF LOT 1, BLOCK 6, MENTONE, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

- b) The purchaser is now in default of the terms of contract in that purchaser

Failed to make monthly payments of \$144.00 since March 31, 1993 for a total of \$7,632.00.
Failed to pay delinquent taxes for tax years 92/93, 93/94, 94/95, 95/96, & 96/97 for a total of \$8,329.37.
Failed to pay delinquent City Liens in the amount of \$18,925.43.
Failed to correct code violation and present proof of corrections.

- c) ORS 275.220 provides that upon default, the Board may cancel the contract:
d) The County sent notice to contract purchaser and other interested parties of this cancellation consistent with ORS 93.915.

The Multnomah County board of Commissioner Orders:

1. The subject contract be and is declared CANCELLED.
2. The Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.
3. The MULTNOMAH COUNTY SHERIFF serve a certified copy of this order and a return of service be made upon such copy of the order to:

HERBERT H. WISE, 9704 SE HAROLD ST, PORTLAND OR 97266
RICHARD WISE, 9704 SE HAROLD ST, PORTLAND OR 97266

Approved this 6th day of August, 1998.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
for Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Counsel

MEETING DATE: AUG 06 1998

AGENDA NO: C-2
ESTIMATED START TIME: 9:30

(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 #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of deed to EARL FLETCHER, for completion of Contract #15644 (Property repurchased by former owner).

Deed D981509B and Board Order attached.

8/7/98 original deed & copies
to VANESSA WITKA

CLERK OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
98 JUL 24 AM 10:17

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: ht Larry E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

12/95

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 98-102

Authorizing the Execution of Deed D981509B Upon Complete Performance of a Contract with EARL FLETCHER

The Multnomah County Board of Commissioners Finds:

- a) On December 30, 1991, Multnomah County entered into a contract with FREDDIE FLETCHER, whom passed away on October 25, 1992
- b) Earl Fletcher heir to FREDDIE FLETCHER filed an AFFIDAVIT OF CLAIMING SUCCESSOR OF SMALL ESTATE OF INTESTATE ESTATE and has been granted a Affiant's Deed for the real property hereinafter described
- c) The above heir has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser

The Multnomah County Board of Commissioners Orders:

1. The Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the heir the following described real property, situated in the County of Multnomah, State of Oregon:

W 33 1/3' OF LOT 1, BLOCK 11; N 12' 2" OF LOT 2, BLOCK 11, WILLIAMS AVE ADD, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Approved this 6th day of August

1998.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By 
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
Multnomah County, Oregon

By 

Matthew O. Ryan, Assistant County Counsel

DEED D981509B

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

W 33 1/3' OF LOT 1, BLOCK 11; N 12' 2" OF LOT 2, BLOCK 11, WILLIAMS AVE ADD, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$6,760.91.

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

EARL FLETCHER
102 NE MONROE ST
PORTLAND OR 97212-3043

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 August, 1998, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:

Kathleen A. Tuneberg, Director
Tax Collections/Records Management

By K. A. Tuneberg

After recording, return to Multnomah County Tax Title/166/300

STATE OF OREGON

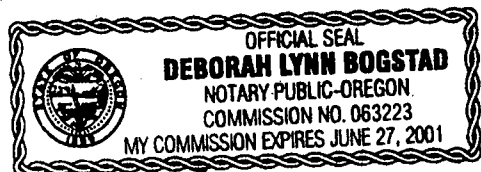
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 6th day of August, 1998, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: AUG 06 1998

AGENDA NO: C-3

ESTIMATED START TIME: 9:30

(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 #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of Repurchase Deed to former Owner, GEORGE W. GASTON.

Deed D991554 and Board Order attached.

*8/7/98 ORIGINAL DEED & COPIES TO
TAX TITLE*

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____

OR
DEPARTMENT
MANAGER: *ht [Signature] Nicholas*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

12/95

98 JUL 24 AM 10:18
MULTNOMAH COUNTY
OREGON
COUNTY COMMISSIONER

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 98-103

Authorizing Execution of Deed D991554 for Repurchase of Tax Foreclosed Property to
Former Owner GEORGE W. GASTON

The Multnomah County Board Of Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that GEORGE W. GASTON is the former record owner
- b) The above former owner has applied to the County to repurchase said property for the amount of \$13,359.31, which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that said property be sold to said former owner.

The Multnomah County Board of Commissioners Orders:

1. That the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 19, BLOCK 2, ELBERTA, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Approved this 6th day of August 1998.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair



REVIEWED:

Thomas Sponsler, County Counsel
Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Counsel

DEED D991554

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

LOT 19, BLOCK 2, ELBERTA, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$13,359.31.

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 PERSONS ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

GEORGE W. GASTON
4924 NE 57TH
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 August, 1998, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair


REVIEWED:

Thomas Sponsler, County Counsel
for Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:

Kathy Tuneberg, Director
Tax Collection/Records Management

By 
Kathy Tuneberg

After recording return to 166/300/Multnomah County Tax Title

MEETING DATE: AUG 06 1998

AGENDA NO: C-4

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to The Estate of the 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 #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of Repurchase Deed to The Estate of The Former Owner

Deed D991556 and Board Order attached.

8/7/98 original deed & copies to
tax title

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____

OR
DEPARTMENT
MANAGER: kt [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

98 JUL 24 AM 10:20
MULTNOMAH COUNTY
OREGON
CLERK OF
COUNTY COMMISSIONERS

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 98-104

Authorizing Execution of Deed D991556 for Repurchase of Tax Foreclosed Property to
Former Owner THE ESTATE OF JAMES MC IVER

The Multnomah County Board Of Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that THE ESTATE OF JAMES MC IVER is the former record owner
- b) The above former owner has applied to the County to repurchase said property for the amount of \$3,200.00, which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that said property be sold to said former owner.

The Multnomah County Board of Commissioners Orders:

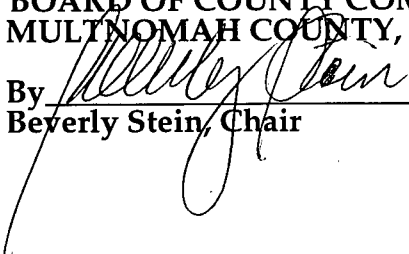
1. That the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 5, BLOCK 29, WEST PORTLAND, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Approved this 6th day of August, 1998.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By


Beverly Stein, Chair



REVIEWED:

Thomas Sponsler, County Counsel
Multnomah County, Oregon

By


Matthew O. Ryan, Assistant County Counsel

DEED D991556

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to THE ESTATE OF JAMES MC IVER, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 5, BLOCK 29, WEST PORTLAND, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$3,200.00.

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 PERSONS ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

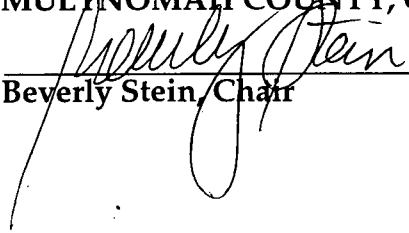
Until a change is requested, all tax statements shall be sent to the following address:

THE ESTATE OF JAMES MC IVER
c/o JOHN P CROWELL, ATTORNEY AT LAW
CASE & DUSTERHOFF, LLP
1 SW COLUMBIA STE 700
PORTLAND OR 97258-2008

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 August, 1998, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
for Multnomah County, Oregon


By


Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:

Kathy Tuneberg, Director
Tax Collection/Records Management

By



After recording return to 166/300/Multnomah County Tax Title

STATE OF OREGON

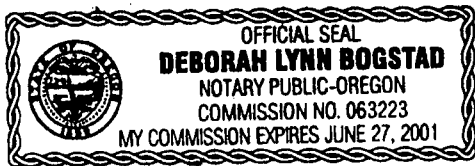
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) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 6th day of August, 1998, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: AUG 06 1998

AGENDA NO: C-5

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: REQUEST APPROVAL OF DEED TO ALLOW THE PENINSULA DRAINAGE DISTRICT NO. 2 TO PURCHASE A TAX FORECLOSED PROPERTY FROM MULTNOMAH COUNTY.

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 #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request Approval Of Deed To Allow THE PENINSULA DRAINAGE DISTRICT NO. 2 To Purchase A Tax Foreclosed Property From Multnomah County.

Deed D991557 and Board Order attached.

8/7/98 ORIGINAL DEED & COPIES
TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)
DEPARTMENT MANAGER: Kt Kay E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 98-105

Authorizing the Execution of Deed D991557 for Certain Tax Foreclosed Property to PENINSULA DRAINAGE DISTRICT NO. 2

The Multnomah County Board of Commissioners Finds:

- a) On June 10, 1998, the PENINSULA DRAINAGE DISTRICT NO. 2 expressed interest in purchasing the property described herein due to the well heads located on the property. The well heads are an integral part of the levee system and need to be repaired and monitored during high water events. Multnomah County Drainage District #1 has taken over the operations and maintenance of the District and require that these wells to be located, repaired and isolated from any further damage.
- b) PENINSULA DRAINAGE DISTRICT NO. 2 has offered to purchase the real property hereinafter described for the amount of \$5,414.67, and that under the provisions of ORS 275.090 (2), ORS 271.310 (1), and County Ordinance 895 said property may be sold to a governmental body whenever the public interest may be furthered.

The Multnomah County Board of Commissioners Orders:

1. That the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to PENINSULA DRAINAGE DISTRICT NO. 2, the following described real property,

EXC PT IN STREETS, LOT 3, CHAMBREAUS FACTORY SITE, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.
2. The County's Division of Assessment and Taxation is authorized to send the deed under letter of instruction to the PENINSULA DRAINAGE DISTRICT NO. 2, to be processed only upon the acceptance of the requisite funds in consideration as set forth herein by the County.

Approved this 6th day of August, 1998.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
for Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Counsel

DEED D991557

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to PENINSULA DRAINAGE DISTRICT NO. 2, Grantee the following described real property, situated in the County of Multnomah, State of Oregon:

EXC PT IN STREETS, LOT 3, CHAMBREAUS FACTORY SITE, a recorded subdivision in City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$5,414.67.

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

PENINSULA DRAINAGE DISTRICT NO. 2
1880 NE ELROD DRIVE
PORTLAND OR 97211-1810

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 August, 1998 by authority of an Order of said Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*
Beverly Stein, Chair



REVIEWED:

Thomas Sponsler, County Counsel
for Multnomah County, Oregon

By *Matthew O. Ryan*

Matthew O. Ryan, Asst. County Counsel

DEED APPROVED:

Kathleen A. Tuneberg, Director
Tax Collection/Records Management

By *K. A. Tuneberg*

Kathleen A. Tuneberg, Director

STATE OF OREGON

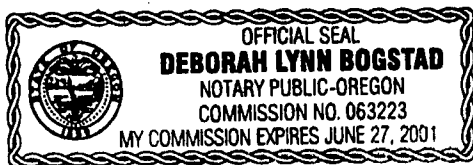
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 6th day of August, 1998, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: AUG 06 1998

AGENDA NO: C-6

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to The Estate of The 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 #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of Repurchase Deed to The Estate of the Former Owner.

Deed D991559 and Board Order attached.

8/7/98 ORIGINAL DEED & COPIES
TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____
OR
DEPARTMENT
MANAGER: rt [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

12/95

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 98-106

Authorizing Execution of Deed D991559 for Repurchase of Tax Foreclosed Property to
Former Owner THE ESTATE OF JAMES MC IVER

The Multnomah County Board Of Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that THE ESTATE OF JAMES MC IVER is the former record owner
- b) The above former owner has applied to the County to repurchase said property for the amount of \$4,500.00, which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that said property be sold to said former owner.

The Multnomah County Board of Commissioners Orders:

1. That the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 14, BLOCK 29, WEST PORTLAND, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Approved this 6th day of August, 1998.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:
Thomas Sponsler, County Counsel
Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Counsel

DEED D991559

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to THE ESTATE OF JAMES MC IVER, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 14, BLOCK 29, WEST PORTLAND, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$4,500.00.

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 PERSONS ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

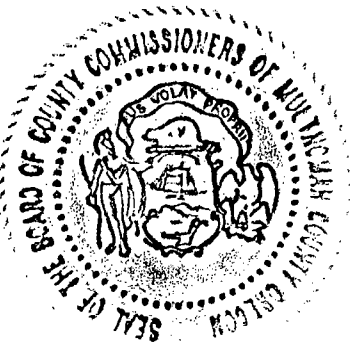
Until a change is requested, all tax statements shall be sent to the following address:

THE ESTATE OF JAMES MC IVER
c/o JOHN P CROWELL, ATTORNEY AT LAW
CASE & DUSTERHOFF, LLP
1 SW COLUMBIA STE 700
PORTLAND OR 97258-2008

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 August, 1998, by authority of an Order of said Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair



REVIEWED:
Thomas Sponsler, County Counsel
for Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:
Kathy Tuneberg, Director
Tax Collection/Records Management

By 

After recording return to 166/300/Multnomah County Tax Title

STATE OF OREGON

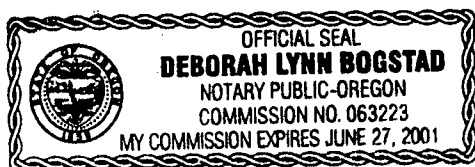
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 6th day of August, 1998, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: AUG 06 1998
AGENDA NO: C-7
ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with the Burlington Water District to: a) purchase Phase III of the NW distribution main replacement, and b) carry over FY 1997-98 funding for Phase II NW distribution main replacement into FY 1998-99 and extend the term dates of that project from July 1, 1998 through June 30, 1999.

BOARD BRIEFING

Date Requested: _____
Requested By: _____
Amount of Time Needed: _____

REGULAR MEETING

Date Requested: soonest possible
Amount of Time Needed: consent agenda

DEPARTMENT: Community and Family Services

DIVISION: Community Programs and Partnerships

CONTACT: Lorenzo Poe/ Mary Li

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Intergovernmental Agreement with the Burlington Water District For Phases II and III of the NW Main Distribution Replacement.

8/7/98 ORIGINALS TO PATTY DOYLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: _____

Lorenzo Poe ms

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
CLATSOP COUNTY COMMISSIONERS
98 JUL 27 AM 10 13
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: July 6, 1998

SUBJECT: FY 1998-99 Intergovernmental Agreement with Burlington Water District

I. Recommendation/Action Requested: The Department of Community and Family Services recommends County Chair approval of the attached intergovernmental agreement with Burlington Water District, for the period July 1, 1998 through June 30, 1999.

II. Background/Analysis: The Department of Community and Family Services is contracting with Burlington Water District to purchase Phase III of the NW Main distribution replacement project. This contract also extends the term dates of Phase II of that project from July 1, 1998 through June 30, 1999 and carries over unexpended Phase II funding of \$47,100 into FY 1998-99. The District was unable to complete this portion of the project due to adverse weather conditions.

III. Fiscal Impact: This contract is for \$81,325. Funding is provided from federal Community Development Block Grant funds and is included in the Department budget.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: These public works projects are consistent with the Multnomah County benchmark on increasing government per capita spending in this area. These projects are also consistent with funding policies developed through the Policy Advisory Board.

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

VIII. Other Government Participation: Funds come from the federal government.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 9910256

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached

Amendment #: 0

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input checked="" type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-7 DATE 8/6/98 DEB BOGSTAD BOARD CLERK </div>

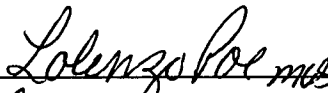
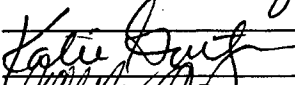
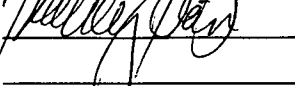
Department: Community and Family Services	Division: Community Programs and Partnerships	Date: July 6, 1998
Originator: Karen Jones Whittle	Phone: X 83631	Bldg/Rm: 166/5
Contact: Patty Doyle	Phone: X 24418	Bldg/Rm: 166/7

Description of Contract: This contract purchase: a) Phase III of the NW Main Street Project, and b) carries funding over from FY 1997-98 into FY 1998-99 for Phase II of the NW Main Street Project and extends Phase II term dates from July 1, 1998 through June 30, 1999.

RENEWAL <input checked="" type="checkbox"/>	PREVIOUS CONTRACT #(S): 102788
RFP/BID: a) CDBG Application, b) CDBG Application	RFP/BID DATE: a) 5/14/98, b) 5/97
EXEMPTION	EXEMPTION EXPIRATION
#/DATE:	DATE:
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor	Burlington Water District	
Address	P. O. Box 83035 Portland, OR 97283	
	Remittance Address	(If different)
Phone	(503) 621-9788	
Employer ID# or SS#	93-6001377	
Effective Date	July 1, 1998	
Termination Date	June 30, 1999	
Original Contract Amount \$	81,325	
Total Amt of Previous Amendments \$	-0-	
Amount of Amendment \$	-0-	
Total Amount of Agreement \$	81,325	
Payment Schedule / Terms	<input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ Invoice or Requested <input type="checkbox"/> Other	
Requirements \$		
Encumber	<input type="checkbox"/> Yes <input type="checkbox"/> No	

REQUIRED SIGNATURES

Department Manager		DATE 7/14/98
Purchasing Manager		DATE 7/29/98
County Counsel		DATE August 6, 1998
County Chair		DATE
Sheriff		DATE
Contract Administration		DATE

LGFS VENDOR CODE						DEPT REFERENCE 295176B					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01								See	Attached		
02											

COMMUNITY AND FAMILY SERVICES DEPARTMENT
CONTRACT APPROVAL FORM SUPPLEMENT
Contractor : BURLINGTON WATER DISTRICT
Vendor Code : 295176B

Page 1 of 1
7/10/98

Fiscal Year : 98/99

Numeric Amendment : 00

Contract Number : 9910256

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
03	156	010	1150	H44M	6060	9418F 14.218	CD CDBG FFY 97 CD BWD NW Main, Phase II	\$47,100.00		\$47,100.00	
01	156	010	1150	H44Z	6060	9402F 14.218	CDBG FFY 98 CD NW Main Phase III	\$34,225.00		\$34,225.00	
TOTAL								\$81,325.00	\$0.00	\$81,325.00	\$0.00

INTERGOVERNMENTAL AGREEMENT

#9910256

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through its Department of Community and Family Services, hereafter called COUNTY, and

Burlington Water District
P. O. Box 83035
Portland, OR 97283
(503) 621-9788

hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. **DESCRIPTION OF SERVICES.** CONTRACTOR will provide the following services:
 - a. NW Main, Phase II: Phase II of the NW Main Project will replace a critical section of waterline along Highway 30 in Burlington, continuing from the terminus of Phase I at NW Main Street westward approximately 940 feet to the junction of the line crossing the Highway;
 - b. NW Main, Phase III: Phase III of the NW Main Project will provide for replacement of approximately 700 lineal feet of substandard 4-inch cast iron pipe with 10-inch ductile iron pipe and upgrades of five fire hydrants. Phase III continues from the terminus of Phase II and continues westward to NW McNamee Road.
2. **COMPENSATION:** COUNTY shall reimburse CONTRACTOR on a per invoice basis/cost reimbursement method. COUNTY will pay CONTRACTOR up to:
 - a. \$47,100 for NW Main, Phase II. This is carry over funding from FY 1997-98 contract. The CONTRACTOR was unable to complete the project prior to June 30, 1998.
 - b. \$34,225 for NW Main, Phase III.
3. **TERM.** The CONTRACTOR'S services will begin on July 1, 1998 and terminate when completed but no later than June 30, 1999.
4. **CONTRACT DOCUMENTS.** This Contract consists of this contract document, the attached Conditions of Contract, and Attachment A.

MULTNOMAH COUNTY, OREGON

BURLINGTON WATER DISTRICT

BY *Lorenz Poe* 7/14/98
Director, Dept. of Community & Family Svcs Date

BY _____
Title Date

BY *Beverly Stein* 8/6/98
Beverly Stein, Multnomah County Chair Date

REVIEWED:
THOMAS SPONSLER, County Counsel
for Multnomah County, Oregon

By *Katie Gault* 7/29/98
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 8/6/98
DEB BOGSTAD
BOARD CLERK

MULTNOMAH COUNTY CONTRACT NO. 9910256
CONDITIONS OF INTERGOVERNMENTAL CONTRACT

The attached contract for services between Multnomah County, herein "COUNTY", and Burlington Water District, herein "CONTRACTOR", is subject to the following:

1. **FUNDS AVAILABLE.** COUNTY certifies that sufficient funds are available and authorized to finance the costs of this agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.

2. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR is an independent contractor, and neither CONTRACTOR, CONTRACTOR'S subcontractors nor employees are employees of the COUNTY. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.

3. **SUBCONTRACTS AND ASSIGNMENT.** CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without the prior written consent of COUNTY. The COUNTY is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.

4. **ACCESS TO RECORDS.** The COUNTY'S authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

5. **PROPERTY OF COUNTY.** All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

6. **WORKERS' COMPENSATION INSURANCE**

A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. CONTRACTOR shall provide COUNTY with a certificate showing current worker's compensation insurance upon request.

B. If CONTRACTOR'S worker's compensation insurance coverage is due to expire before completion of the work, CONTRACTOR will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.

7. **INDEMNIFICATION**

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S performance of its duties under this contract. This indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

8. **ADHERENCE TO LAW**. The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

9. **NONDISCRIMINATION**. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions, or privileges of employment, nor shall any person be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age, handicap, or sexual orientation. CONTRACTOR must comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination.

10. **EARLY TERMINATION**.

A. This contract may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.

B. The COUNTY, by written notice of default, may terminate this agreement if CONTRACTOR fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.

C. Upon termination before completion of the services, payment of CONTRACTOR shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

D. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of CONTRACTOR or liability of CONTRACTOR or COUNTY which accrued prior to termination.

11. **FINAL PAYMENT**.

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

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

Attachment A:
Service Elements and Contract Amounts

Contractor Name : BURLINGTON WATER DISTRICT	Vendor Code: 295176B
Contractor Address : PO BOX 83035 PORTLAND OR 97283	
Telephone : 621-9788	Fiscal Year : 98/99
Federal ID # : 93-6001377	

Program Office Name : Housing/Public Works

Service Element Name : CD BWD NW Main, Phase II (H44M); NW District #II

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/98	6/30/99	Per Invoice	Cost Reimbursement				\$47,100.00
Total								\$47,100.00

Service Element Name : CD NW Main Phase III (H44Z); NW District #III

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/98	6/30/99	Per Invoice	Cost Reimbursement				\$34,225.00
Total								\$34,225.00

MEETING DATE: AUG 06 1998

AGENDA NO: C-8

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Amendment to the City of Fairview intergovernmental agreement to: a) increase funding by \$54,879 to purchase Sixth/Harrison Street Storm Drain improvements, b) revise the end date of the Walnut Lane Culvert Project from October 31, 1999 to June 30, 1998, and c) extend the end dates of the Emergency Communication, 5th Street Storm Drain, and Halsey Street Bypass Projects from October 31, 1999 to June 30, 2000.

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: Next Possible

Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services **DIVISION:** Community Programs and Partnerships

CONTACT: Lorenzo Poe/Mary Li

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Consent

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Amendment to the Intergovernmental Agreement with the City of Fairview

2/7/98 ORIGINALS to PATTY DOYLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Lorenzo Poe

OR

DEPARTMENT MANAGER: _____

98 JUL 27 AM 10:13
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



MULTNOMAH COUNTY OREGON

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

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

TO: Beverly Stein, Multnomah County Chair

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

DATE: July 7, 1998

SUBJECT: FY 1998-99 Contract Amendment with City of Fairview

I. Recommendation/Action Requested: The Department of Community and Family Services recommends County Chair approval of the attached contract amendment with the City of Fairview, for the period July 1, 1998 through June 30, 2000.

II. Analysis: The Department of Community and Family Services is amending the contract with the City of Fairview to: a) increase funding up to \$54,879 to purchase Sixth/Harrison Street storm drain improvements, b) revise the end date of the Walnut Lane Culvert Project from October 31, 1999 to June 30, 1998, and c) extend the end dates of the Emergency Communication, 5th Street Storm, and Halsey Bypass Projects from October 31, 1999 to June 30, 2000. The end date of the Walnut Lane Culvert Project is being revised because the project is completed and funds are fully expended. The end dates of the Emergency Communication, 5th Street Storm, and Halsey Bypass Projects are being extended to allow for adequate completion time and to coincide with the end date of the County FY 1999-00.

Attachment A of this amendment does not include Amendment #1. This amendment is a "dummy amendment" which was necessary to revise the funding source code for the Walnut Lane Culvert Project. It has no contractual impact.

III. Background: Funds for these services are in the Department budget. Services were purchased under CDBG Applications dated, 5/14/98, 1994/95, 1997/98, 1995/96, and 1996/97.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM
(See Administrative Procedure CON-1)

Contract #: 102778

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached

Amendment #: 2

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center; font-weight: bold; font-size: 1.2em;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-8 DATE 8/6/98 DEB BOGSTAD BOARD CLERK </div>

Department: <u>Community and Family Services</u>	Division: <u>Community Programs and Partnerships</u>	Date: <u>July 7, 1998</u>
Originator: <u>Karen Jones Whittle</u>	Phone: <u>x 83631</u>	Bldg/Rm: <u>166/5</u>
Contact: <u>Patty Doyle</u>	Phone: <u>x 24418</u>	Bldg/Rm: <u>166/7</u>

Description of Contract: This amendment: a) increases funding to purchase storm drain improvements at Sixth/Harrison Street, b) revise the end date of the Walnut Lane Culvert project from October 31, 1999 to June 30, 1998, and c) extent the end date of the remaining three projects from October 31, 1999 to June 30, 2000.

RENEWAL <input type="checkbox"/>	PREVIOUS CONTRACT #(S):	RFP/BID DATE: <u>a)5/14/98, b) 1994/95, c) 1997/98, 1995/96 & 1996/97</u>
RFP/BID: <u>CDBG Application Processes</u>	EXEMPTION EXPIRATION	ORS/AR
EXEMPTION #/DATE:	DATE:	#
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)		

Contractor <u>City of Fairview</u>	Remittance Address _____
Address <u>P. O. Box 337</u>	(If different) _____
<u>Fairview, OR 97024</u>	
Phone <u>(503) 665-7929</u>	Payment Schedule / Terms
Employer ID# or SS# <u>93-6002161</u>	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date <u>July 1, 1998</u>	<input checked="" type="checkbox"/> Monthly \$ <u>Invoice</u> <input type="checkbox"/> Net 30
Termination Date <u>June 30, 2000</u>	<input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other
Original Contract Amount \$ <u>Requirements</u>	
Total Amt of Previous Amendments \$ <u>Requirements</u>	<input checked="" type="checkbox"/> Requirements \$ See Attached
Amount of Amendment \$ <u>Requirements</u>	
Total Amount of Agreement \$ <u>Requirements</u>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES

Department Manager <u><i>Lorenzo P. ...</i></u>	DATE <u>7/14/98</u>
Purchasing Manager _____	DATE _____
County Counsel <u><i>Katie ...</i></u>	DATE <u>7/29/98</u>
County Chair <u><i>...</i></u>	DATE <u>August 6, 1998</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

LGFS VENDOR CODE						DEPT REFERENCE GV5181B					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01								See	Attached		
02											
03											

COMMUNITY AND FAMILY SERVICES DEPARTMENT
 CONTRACT APPROVAL FORM SUPPLEMENT

Page 1 of 1
 7/22/98

Contractor : CITY OF FAIRVIEW

Vendor Code : GV5181B

Fiscal Year : 98/99

Numeric Amendment : 02

Contract Number : 102778

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
56	156	010	1150	H44C	6060	9402F 14.218	CDBG FFY 98 CD 5th Street Storm Drain		Requirements	Requirement	\$39,443.00
53	156	010	1150	H44L	6060	9408F 14.218	CD CDBG FFY 96 CD Halsey Channel Bypass		Requirements	Requirement	\$42,136.00
54	156	010	1150	H44N	6060	9418F 14.218	CD CDBG FFY 97 CD Emergency Comm System		Requirements	Requirement	\$1,590.00
55	156	010	1150	H44W	6060	9418F 14.218	CD CDBG FFY 97 CD Walnut Lane Culvert		Requirements	Requirement	\$0.00
51	156	010	1150	H44Y	6060	9402F 14.218	CDBG FFY 98 CD Sixth/Harrison Storm Drain		Requirements	Requirement	\$54,879.00
TOTAL								\$0.00	\$0.00	\$0.00	\$138,048.00

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
CONTRACT #102778, AMENDMENT #2

DURATION OF AMENDMENT: July 1, 1998 TO: June 30, 2000
CONTRACTOR NAME: City of Fairview TELEPHONE:
CONTRACTOR ADDRESS: P. O. Box 337 IRS NUMBER: 93-6002161
Fairview, OR 97024

This amendment is to that certain contract dated July 1, 1997, between the Multnomah County Department of Community and Family Services, referred to as the "COUNTY" and City of Fairview, referred to as the "CONTRACTOR". It is understood by the parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

PART I: CHANGES: This amendment increases funding up to \$54,879 to purchase storm drain improvements at Sixth/Harrison Street. It revises the end date of the Walnut Lane Culvert Project from October 31, 1999 to June 30, 1998 and extends the end dates for the Emergency Communication, 5th Street Storm, and Halsey Bypass Projects from October 31, 1999 to June 30, 2000.

PART II: SCOPE OF WORK: Sixth/Harrison Storm Drain Project shall provide lowpoint drainage at the northeast corner of Sixth/Harrison Street and will convey the drainage into the existing 18 inch storm drain located on the west side of Sixth Street. Included is the construction of a swale in the alley between Fifth and Sixth Streets north of Harrison. The swale shall drain to the storm drain on the west side of Sixth Street.

PART III: AMENDMENT NARRATIVE: The Sixth/Harrison Street Project is funded through the CDGB-98 Grant. The end date of the Walnut Lane Culvert Project is being revised because that project has been completed and funding is spent out. The end dates for the Emergency Communication, 5th Street Storm, and Halsey Bypass Projects are being extended to allow adequate time for completion of the projects and to coincide with the end of the County's FY 1999-00. (CDBG grant funding may be carried over into subsequent fiscal years).

Attachment A of this amendment does not include Amendment #1. This amendment is a "dummy amendment" which was necessary to revise the funding source code for the Walnut Lane Culvert Project. It has no contractual impact.

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

MULTNOMAH COUNTY

CITY OF FAIRVIEW

BY Lorenzo Poe 7/14/98
Director, Dept of Community & Date
Family Services

BY _____
Agency Authorized Signer Date

BY Beverly Stein 8/6/98
Date
Multnomah County Chair

REVIEWED:
THOMAS SPONSLER, County Counsel for
Multnomah County, Oregon

By Katie Duff 7/29/98
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 8/6/98
DEB BOGSTAD
BOARD CLERK

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

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

Contractor Name : CITY OF FAIRVIEW	Vendor Code: GV5181B
Contractor Address : 300 HARRISON ST FAIRVIEW OR 97024	
Telephone : 665-7929	Fiscal Year : 98/99 Federal ID # : 93-6002161

Program Office Name : Housing/Public Works

Service Element Name : CD 5th Street Storm Drain (H44C)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	11/1/97	10/31/99	Per Invoice	Cost Reimbursement				Req't's
2	7/1/98	6/30/00	Per Invoice	Cost Reimbursement				Req't's
Total								Req't's

Service Element Name : CD Halsey Channel Bypass (H44L)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	11/1/97	10/31/99	Per Invoice	Cost Reimbursement				Req't's
2	7/1/98	6/30/00	Per Invoice	Cost Reimbursement				Req't's
Total								Req't's

Service Element Name : CD Emergency Comm System (H44N)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	11/1/97	10/31/99	Per Invoice	Cost Reimbursement				Req't's
2	7/1/98	6/30/00	Per Invoice	Cost Reimbursement				Req't's
Total								Req't's

Service Element Name : CD Walnut Lane Culvert (H44W)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	11/1/97	10/31/99	Per Invoice	Cost Reimbursement				Req't's
2	11/1/97	6/30/98	Per Invoice	Cost Reimbursement				Req't's
Total								Req't's

Service Element Name : CD Sixth/Harrison Storm Drain (H44Y)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
2	7/1/98	6/30/00	Per Invoice	Cost Reimbursement				Req't's

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

Contractor Name : CITY OF FAIRVIEW

Vendor Code: GV5181B

Contractor Address :

300 HARRISON ST
FAIRVIEW OR 97024

Telephone : 665-7929

Fiscal Year : 98/99

Federal ID # : 93-6002161

Program Office Name : Housing/Public Works

Total

Reqt's

MEETING DATE: AUG 06 1998

AGENDA NO: C-9

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Amendment #3 to the 1997-99 State Mental Health and Developmental Disability Services Division Biennial Agreement

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: Next Available

Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/Howard Klink

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Howard Klink

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Amendment #3 to the State Mental Health Division and Developmental Disability Services Division Biennial Agreement

8/7/98 Originals to Lou Olson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Lorenzo Poe mas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

98 JUL 27 11 19 13
MULTNOMAH COUNTY
OREGON
CLERK OF COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: July 22, 1998

SUBJECT: Amendment #3 to the State Mental Health and Developmental Disability Services
Division 1997-99 Biennial Agreement

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the State Mental Health and Developmental Disability Services Division (DDSD) Biennial Agreement for the period July 1, 1997 through June 30, 1999.

II. Background/Analysis: The attached agreement includes revised language to Part III of the implementation of Self-Directed Individual and Family Support Services (DD 49).

III. Financial Impact: The attached agreement has no fiscal impact. The total amount of the agreement remains at \$136,533,062. Subsequent amendments add funds for services to individuals on the waitlist. Those funds will be used for services described in this language.

IV. Legal Issues: This document must be signed and returned to the State by August 12, 1998.

V. Controversial Issues: N/A

VI. Link to Current County Policies: This agreement further supports consumers of developmental disabilities services to make self directed decisions about their lives and to have services delivered in the community.

VII. Citizen Participation: DDSD has formed a Waitlist Services Committee, with over 50% consumer and family representatives, to develop a plan for prioritization of individuals to receive newly funded services. This committee will develop a plan for implementation on January 1, 1999.

VIII. Other Government Participation: N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 101618

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached

Amendment #: 3

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-9 DATE 8/6/98 DEB BOGSTAD BOARD CLERK </div>

Department: Community and Family Services Division: Developmental Disabilities Date: July 22, 1998
 Originator: _____ Phone: _____ Bldg/Rm: _____
 Contact: Jo Storsberg Phone: 22231 Bldg/Rm: 166/7

Description of Contract **Amendment to Intergovernmental Agreement adding revised language for the implementation of Self Directed Individual and Family Support (DD 49).**

RENEWAL <input type="checkbox"/>	PREVIOUS CONTRACT #(S):
RFP/BID: <u>N/A Revenue Agreement</u>	RFP/BID DATE: _____
EXEMPTION	EXEMPTION EXPIRATION _____
#/DATE: _____	DATE: _____
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor <u>State Mental Health Division</u>	Remittance Address _____
Address <u>2575 Bittern St. NE</u>	(If different) _____
<u>Salem, OR 97310-0520</u>	
Phone <u>(503) 945-9499</u> FAX <u>373-7951</u>	Payment Schedule / Terms
Employer ID# or SS# <u>N/A</u>	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date <u>July 1, 1997</u>	<input checked="" type="checkbox"/> Monthly \$ <u>Invoice</u> <input type="checkbox"/> Net 30
Termination Date <u>June 30 1999</u>	<input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other
Original Contract Amount \$ _____	
Total Amt of Previous Amendments \$ _____	<input type="checkbox"/> Requirements \$ _____
Amount of Amendment \$ _____	
Total Amount of Agreement \$ <u>136,533,062</u>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES

Department Manager Lorenzo Paez DATE 7/23/98
 Purchasing Manager _____ DATE _____
 County Counsel Katie Spill DATE 7/29/98
 County Chair William Chan DATE 8/6/98
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____

LGFS VENDOR CODE						DEPT REFERENCE					
						GV7856					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											

1997-99
INTERGOVERNMENTAL AGREEMENT
PART I
AGREEMENT FINANCIAL SUMMARY,
SPECIAL CONDITIONS AND SIGNATURES
AMENDMENT # 016

RECEIVED
JUL 15 1998
DEPT OF COMM &
HUMAN SERVICES

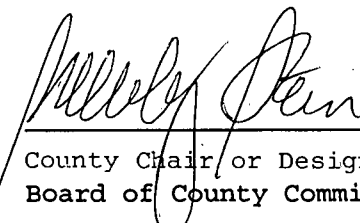
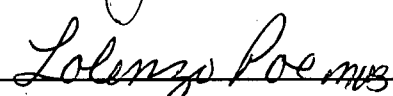
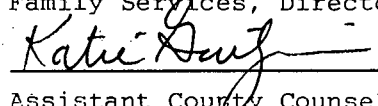
DATE ISSUED: 06/09/98
AGREEMENT NUMBER: 26-001
AGREEMENT PERIOD: JULY 1, 1997 THROUGH JUNE 30, 1999
LOCAL GOVERNMENT UNIT: MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
426 SW STARK ST, RM 160, 6TH FL
PORTLAND , OR 97204

AGREEMENT LIMITATION:

LOCAL ADMINISTRATION:	\$3,147,915.00
MENTAL HEALTH SERVICES:	\$39,456,738.00
DEVELOPMENTAL DISABILITY SERVICES:	\$74,081,962.00
ALCOHOL AND DRUG SERVICES:	\$19,846,447.00

AGREEMENT TOTAL: \$136,533,062.00

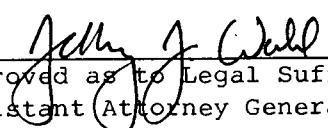
These limitation amounts may be paid based on authorization in Plan/Amendment Approval Forms (PAAF) signed by the designated county employee listed below and the Division Contract Officer.

 _____ County Chair or Designee Board of County Commissioners	<u>8/6/98</u> _____ Date	MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION:
 _____ Department of Community and Family Services, Director or Designee	<u>7/23/98</u> _____ Date	Division Contract Officer
 _____ Assistant County Counsel	<u>7/29/98</u> _____ Date	_____ Date

AND/OR

CMHP Director or other
Designated County Employee

Date



Approved as to Legal Sufficiency
Assistant Attorney General

6/11/98

Date

Printed Name

Title

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 8/6/98
DEB BOGSTAD
BOARD CLERK

1997-99
MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
INTERGOVERNMENTAL AGREEMENT
FINANCIAL DETAIL

CONTRACT #: 26-001 CONTRACTOR: MULTNOMAH COUNTY
AMENDMENT#: 016

<u>DIVISION</u>	<u>PRIOR CONTRACTED AMOUNT</u>	<u>CONTRACT CHANGE</u>	<u>NEW CONTRACTED AMOUNT</u>
LOCAL ADMINISTRATION	3,147,915.00	\$0.00	3,147,915.00
MENTAL HEALTH SERVICES	39,456,738.00	\$0.00	39,456,738.00
DEVELOPMENTAL DISABILITY	74,081,962.00	\$0.00	74,081,962.00
ALCOHOL AND DRUG SERVICES	19,846,447.00	\$0.00	19,846,447.00
CONTRACT TOTAL	<u>136533062.00</u>	<u>\$0.00</u>	<u>136533062.00</u>

PURPOSE OF AMENDMENT:

This Amendment replaces Part III, Family Support (DD 49) with a revised Part III, Self-Directed Individual and Family Support (DD 49).

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1997-99 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

REVISED EFFECTIVE 7/1/98

Added language is indicated as **bold, underlined**, and deleted language is indicated with *[brackets, italicized, small print]*.

Service Name: **SELF-DIRECTED INDIVIDUAL AND FAMILY SUPPORT**

Service ID Code: **DD 49**

I. Service Description

Self-Directed Individual and Family Support programs provide: **(a)** comprehensive family-chosen services to families which have exceptional care-giving requirements associated with having a member with developmental disabilities who lives at home; **and (b) support services chosen by individuals with developmental disabilities who are living in their own homes.** Services may include:

- (1) Prioritization and enrollment of *[developmentally disabled clients and their family members]* **families and individuals with developmental disabilities** who require the services;
- (2) Preparation of a *[Family]* Support Plan for each **individual or** family to be served;
- (3) Assistance with family problems of adjustment to the **needs of the family member with a developmental disability** *[developmentally disabled person's needs]*;
- (4) Assistance to agencies and groups to develop, **improve, and increase access to** specialized resources for families **and individuals with developmental disabilities** *[and to improve their access and services to families]*;
- (5) Development and coordination of *[family member]* networks *[such as]* **and** support groups;
- (6) Financial assistance directly to or on behalf of **individuals and** families to offset part or all of the costs of services in **an individual or family** *[Family]* Support Plan. Services eligible **under Self-Directed Individual and Family Support programs** for financial assistance include: architectural modification; adaptive equipment and clothing; basic support; medical, dental, and therapy services; transportation; respite information/education; and other expenses related to the effects of the disability on the family. Services may be directed to either the eligible person or eligible family member; **and**
- (7) Family foster care services provided to the family member with developmental disabilities.

DIVISION is currently writing Administrative Rules to regulate this service. These OARs will apply when adopted.

II. **Performance Requirements**

A. **Eligibility:** 100% of individuals served must be **eligible under DIVISION requirements for DIVISION-funded developmental disability services, or must be family members of individuals eligible under those DIVISION requirements.** *[persons with developmental disabilities and their family members. The persons with developmental disabilities must reside with the family or must be returning to the family residence as part of the service plan.]*

B. **Local Plan for Self-Directed Individual and Family Support:** COUNTY must submit to DIVISION's Office of Developmental Disability Services (ODDS), a **Local Plan for Self-Directed Individual and Family Support, hereinafter also referred to as the "Local Plan".** The Local Plan must be submitted no later than December 31, 1998, unless a later date is approved in writing by DIVISION, and must be in a format and with a level of detail acceptable to DIVISION.

C[B]. *[Single entry point/setting priorities: COUNTY's Community Mental Health Program (CMHP) must serve as the single point of entry for requests for Family Support services. The CMHP shall certify and refer for service all applicants eligible for Developmental Disability (DD) services who meet the minimum eligibility criteria set by the COUNTY's Family Support Program. COUNTY, through its Family Support Program, shall maintain standards for prioritizing family enrollment. Those standards are subject to approval by DIVISION.]*

Determining eligibility; setting priorities; point of entry for services: COUNTY's Community Mental Health Program (CMHP) shall be the single point of entry for determining eligibility for DIVISION-funded developmental disability services. The COUNTY CMHP shall also be the single point for setting priorities for, and enrolling families and individuals in, Self-Directed Individual and Family Support services, through whichever date is earlier, either December 31, 1998, or when DIVISION has approved COUNTY's Local Plan for Self-Directed Individual and Family Support, as required under section II. B. above. Upon DIVISION approval of the COUNTY's Local Plan, setting priorities and the points of entry for Self-Directed Individual and Family Support services will be done in accordance with the Local Plan.

D[C]. **[Family] Support Plan and documentation:** COUNTY's **Self-Directed Individual and Family Support** program will prepare, and update as changes occur, a written **[Family] Support Plan** for all individuals and **[their] families** receiving **Self-Directed Individual and Family Support** services. The **[Family] Support Plan** will **[include]**, at a minimum^[,]: **(1) include** a description of services to be provided and projected expenditures to be paid with DIVISION funds; **and (2) clearly establish and**

document that expenditures under the Support Plan are not income for tax or benefit calculations, by including only support for needs that are strictly related to a disability rather than a financial need. COUNTY's Self-Directed Individual and Family Support program will maintain documentation that services are delivered and expenditures made in accordance with each [Family] Support Plan, and will make that documentation available to DIVISION on request.

- E[D]. *[Project Advisory Committee: COUNTY's Family Support Program shall maintain a Project Advisory Committee comprised of parents, community mental health program representatives, service providers, and advocates, to advise and make recommendations on priorities for service to families and on policies and procedures for implementing the Family Support Program. This requirement for a Project Advisory Committee may be waived by DIVISION for Counties which use all Family Support funds solely for family foster care services.]*

Self-Directed Individual and Family Support Governing Board or Local Policy Group: A governing board or local policy group must be established, in conformance with the requirements listed below, to develop and oversee Self-Directed Individual and Family Support services provided under this Agreement and in accordance with the Local Plan.

1. The board or policy group must be established by December 31, 1998, unless a later date is approved in writing by DIVISION.
2. At least 50% of the board/policy group membership must consist of individuals with developmental disabilities or families which have members with developmental disabilities.
3. If the COUNTY's Self-Directed Individual and Family Support services will be provided through a subcontracted, non-government entity, the program will be overseen by a governing board with, at a minimum, the following responsibilities:
 - a. Development of policies and procedures for services;
 - b. Setting priorities for the provision of services;
 - c. Coordination of planning functions;
 - d. Arrangement for program evaluation; and
 - e. Directing the use of program resources, including annual reviews of use of those resources.
4. If the COUNTY's Self-Directed Individual and Family Support services will be provided directly by the COUNTY Mental Health Program, COUNTY Developmental Disability Program, or any other branch of local government, COUNTY's Self-Directed Individual and Family

Support Local Plan, as required under this Part III, must include, at a minimum:

- a. Assurance that majority of the members the policy group will be developmental disability (DD) service consumers and/or members of families with individuals with developmental disabilities, and a description of how this majority participation will be developed and maintained;
- b. Extent to which the policy group will have authority over DD 49 program decisions, including local priority setting, allocation of resources, and selection of key personnel, with the assurance that the board/policy group will have significant influence in these decisions; and
- c. A description of specific procedures to be followed to resolve any conflicts between the policy group and COUNTY/local government body operating the Self-Directed Individual and Family Support program.

F[E]. Maintenance of Effort, Use of Other Available Resources: COUNTY's Self-Directed Individual and Family Support program must ensure that federal, state, and local sources of services or payment for services to each individual or family are used prior to utilizing DD 49 funds for the same services and that the DD 49 funds do not supplant other available fund sources.

G[F]. Fee Requirements and Standard Expenditures Prohibited:

- (1) Families and individuals receiving DD 49 services may not be required to pay for [DD 49] those services. Eligibility for services, including payments to or on behalf of individuals or families, will be determined without either applying a standard means test or requiring any other written family financial statement.
- (2) Standardized expenditure limitations may not be established [*for participating families*].

H[G]. Allowable Expenditures:

- (1) DD 49 expenditures must be made in accordance with a biennial line-item budget approved by DIVISION. The proposed budget must be submitted by August 15 of the first year of the biennium, or within 45 days of the initial award of DD 49 funds to COUNTY. A revised budget must be submitted within 45 days of execution of any Plan/Amendment Approval Form (PAAF)

which changes the biennial DD 49 allocation. The biennial budget, and all revisions, must be prepared on forms prescribed by DIVISION.

[Within the approved line-item budget] Except for restrictions as noted in this section, COUNTY may transfer up to 15% from Personal Services, Services and Supplies, and Capital Outlay within the approved line-item budget without prior DIVISION approval if supported by the local planning process. Restrictions: The following transfers must be prior-approved by DIVISION: (i) transfers that exceed 15%; (ii) [and] all transfers to Capital Outlay; and (iii) any transfers that would result in the COUNTY indirect/administrative overhead costs exceeding 10% of the total DD 49 allocation [must be prior-approved by DIVISION]. DIVISION may, at its discretion, transfer funds approved for Capital Outlay to Start-Up, Part C of the Plan/Amendment Approval Form (PAAF).

- (2) COUNTY will use Self-Directed Individual and Family Support funds and FTEs included in the approved Self-Directed Individual and Family Support budget solely for the Self-Directed Individual and Family Support program. DD 49 shall not be co-mingled with any other program or service funds.

I[H]. Project Evaluation: In addition to the annual reports, COUNTY must participate in a DIVISION-authorized external evaluation of the impact and effectiveness of the DD 49 services, if DIVISION requests that participation. Participation includes, but is not limited to: furnishing all readily available program data within statutory and regulatory limits governing confidentiality; granting permission for staff and clients to be interviewed and/or respond to questionnaires; and participating in other evaluation activities as may reasonably be required by DIVISION.

J[I]. CIP: Part IV, 50B, Specialized Service Requirements for Community Integration Projects (CIP), applies for services provided to individuals discharged from a state training center on or after July 1, 1997.

III. Special Reporting Requirements

- A. Client Process Monitoring System (CPMS): Enrollment, termination, and other required information must be reported following instructions in the DIVISION's CPMS Manual for DD Services if and when DIVISION develops CPMS procedures for Self-Directed Individual and Family Support Services.

- B. Financial Reports: COUNTY must submit: a) An interim report of actual revenue and expenditures for the first fiscal year or portion thereof (July 1 - June 30) included in the Agreement, due by August 31 of Year 2 of the Agreement; and b) A final report of actual revenues and expenditures for the biennium, due within 60 days after the close of the biennium or after termination of the Agreement, whichever is earlier. Reports must be prepared in a format prescribed by DIVISION.

IV. Payment Procedures

- A. Basis of payment: Payment is based on reimbursement for actual allowable expenditures resulting from delivery of the services as specified above and made in accordance with a line-item budget approved by DIVISION, except that payment is limited to the cumulative biennial total authorized for the service element specified in Plan/Amendment Approval Forms (PAAFs) either signed by DIVISION Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee, or executed by DIVISION under specific unilateral authority(ies) provided in Part II of this Agreement.
- B. Disbursement: Funds will be disbursed through monthly allotments which may be adjusted upon execution of a PAAF. Disbursements may also be adjusted, subject to approval by DIVISION, to: a) meet cash flow requirements; or b) recover unexpended funds based on information provided in interim expenditure reports.
- C. Recoupment of funds for new services which start later than the date specified in executed PAAFs: Notwithstanding payment provisions cited above, DIVISION may unilaterally act to reduce payments for any new or expanded services which are not implemented on the dates specified in executed PAAFs. Funds may be recovered for the period beginning with the start date specified in the PAAF, up to (but not including) the actual date services are begun. Recovery of funds under this provision may be made through a PAAF signed by DIVISION Contract Officer, through payment adjustments, or through the Agreement/Contract settlement process. These procedures do not apply to vacancies in new services once those services have reached full capacity.
- D. Settlement: Settlement will reconcile any discrepancies between payments and actual allowable expenditures as reported in the final financial report for the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

MEETING DATE: AUG 06 1998
AGENDA NO: R-2
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: LIBRARY RESULTS PRESENTATION

BOARD BRIEFING:

DATE REQUESTED: 8/6/98

REQUESTED BY: Ginnie Cooper

AMOUNT OF TIME NEEDED: 15 minutes

REGULAR MEETING:

DATE REQUESTED: August 6, 1998

AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: Administration

DIVISION: Library Services

CONTACT: Robin Hagedorn

TELEPHONE #: 85403

BLDG/ROOM #: 317/admin

PERSON(S) MAKING PRESENTATION: Cindy Gibbon, Tom Olson and Francie Berg

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Results From RESULTS
Results in the Hiring Process

98 JUL 29 PM 2:31
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT
MANAGER: _____

Ginnie Cooper

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

SUPPLEMENTAL STAFF REPORT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Ginnie Cooper, Director of Libraries

DATE: July 23, 1998

**RE: Results From RESULTS
Results in the Hiring Process**

1. Recommendation/Action Requested:

None

2. Background/Analysis:

Hiring, orienting, and training large numbers of new staff is a major priority this year. RESULTS is changing the way we hire staff at the library. The RESULTS principles offer a model for doing this.

3. Financial Impact:

None

4. Legal Issues:

None

5. Controversial Issues:

None

6. **Link to Current County Policies:**

The hiring process that will be presented is consistent with the County's RESULTS initiative.

7. **Citizen Participation:**

None

8. **Other Government Participation:**

None

RESULTS...

- Reaching
- Excellent
- Service
- Using
- Leadership and
- Team
- Strategies

RESULTS in the Hiring Process

Presentation to the Multnomah
County Board of Commissioners
August 6, 1998

RESULTS in the Hiring Process

Presented by Cindy Gibbon
Tom Olson & Francie Berg
Multnomah County Library

Introduction

- RESULTS is changing the way we hire staff at the Multnomah County Library
- Hiring, orienting, training 130-150 excellent new staff a major priority FY 98 and FY 99
- RESULTS offers a model

All of the guiding principles of
RESULTS relate in some way to
hiring excellent staff

I. Customer focused

- Totally customer focused staff

II. Concerned with all stakeholders

- Every Multnomah County taxpayer, citizen, resident
- Incumbent staff

III. Leadership oriented

- Hiring process moving away from top-down management
- Managers provide staff with leadership: vision, guidance, direction
- Staff expected to help select excellent new staff

IV. Participatory

- "Many heads are better than one"

V. Inclusive

- Employees and managers work together in the hiring process

VI. Process oriented

- With each new phase of the hiring process, we improve the process (continuous quality improvement)

VII. Data/outcome driven

- Candidates scored on performance in panel interviews and skills assessments (plus story times for children's librarians)
- Scores are combined and ranked

How RESULTS in the Hiring Process Began...

Management Changes 1997

- Central Library began major management restructuring in 1997
- New manager at Gresham Regional Library

Goals for this hiring process

- Allow candidates to show:
 - management experience
 - RESULTS competencies
- Give staff participation

Library RESULTS Council 1997

- Seven managers
- Six bargaining unit employees

How the RESULTS Council Assisted:

- Evaluation of supplemental application questions
- Participation in two parts of interview process

Part 1 - Interview Process

- RESULTS Council provided interview questions

Part 2 - Interview Process

- The RESULTS Council designed and observed candidates in a group management exercise

RESULTS Council's Continued Participation

- RESULTS Council scored candidates and debriefed hiring manager

Informing the Staff

- Three Register articles written
- Part 1 - Hiring Manager
- Part 2 - RESULTS Council member
- Part 3 - Successful candidate

RESULTS in the Hiring Process: Phase II

Hiring New Librarians for January 1998

- Retirements and attrition
- Redeployment in response to new technology
- January added hours

Hiring Thirteen New Librarians

- Central management team to model RESULTS
- Major stakeholders invited to participate

Hiring Thirteen New Librarians

- Librarians / managers:
 - reviewed 130 applications
 - interviewed 40 candidates
 - gave skills assessments for 24 candidates

Continuous Quality Improvement

- Candidates surveyed
- Information used to improve the process

Major hiring to accommodate increased hours of service

- Hours of service increased 60 percent system-wide beginning July 1998
- 130-150 new staff needed

Phase III Hiring: May/June 1998

- 11 librarian candidates
- 67 library assistant candidates

One librarian's experience...

- One of 24 candidates last fall
- Feedback and advice
- Training opportunities, counseling, mentoring
- Focus on reference core competencies and reference excellence initiative
- Success!

RESULTS Mentoring & Peer Coaching

- First new librarians paired with RESULTS mentor and peer coach
- The 130+ new staff to receive large and small group orientations to RESULTS

Where are we with hiring?

Between April and mid July 1998:

- 199 people interviewed
- 107 staff hired
- 16 staff added to the on-call list
- 20 more staff to be hired



Multnomah County Library's staff newsletter

THE REGISTER

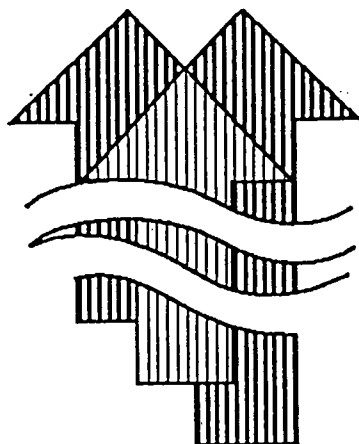
RESULTS reflections on the hiring process

by Deanna Cecotti, Library RESULTS Council

The Library RESULTS Council was invited, nay urged, to participate in the recent hiring process for the new associate directors at the Central Library and the branch manager position at Gresham Regional.

For many of us, hiring and interviewing for high level jobs has been a shadowy and strange world...a place where we always dreamed of being a fly on the wall. Our involvement was interesting and enlightening and the Council thought the rest of the staff might also enjoy views of what transpired.

The following is the first of three short articles, all by RESULTS Council members, from different vantage points. The first outlines the processes and goals of these hirings. The second article will describe the RESULTS council's involvement and the final article will be from the point of view of a candidate who interviewed (successfully) for a position.



Staff participation sought in hiring process

by Cindy Gibbon, Central Library director and hiring manager

Recruiting a new manager for Gresham and the three Central associate directors, presented a special challenge to the library's Executive Team. We determined that we would fill these positions in-house, if possible and wanted to design a process that would treat all the candidates fairly.

The process had to help the candidates showcase their management experience and their understanding of the management competencies required in the county's RESULTS environment and articulated in the new position description for Central's associate directors. We also wanted to give the hiring process legitimacy in the eyes of the staff by finding a meaningful way for staff to participate in the selection process.

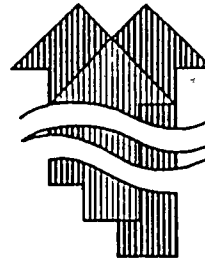
To this end, Ruth Metz, deputy director, and I requested help from the members of the Library RESULTS Council. Members were asked to evaluate the candidates' answers to the supplemental application questions and to participate in two phases of the interview process. The council prepared questions for a two-hour group interview where the candidates were asked to talk about their understanding of Continuous Quality Improvement and the learning organization and to discuss their own management theory and practice.

The Council also observed the candidates in a group management exercise. At the end of these sessions, they scored the candidates and debriefed the hiring manager regarding their observations of the candidates' strengths and areas needing improvement. As a hiring manager, this proved to be very helpful feedback. I was able to discuss the identified issues in my follow-up interviews with the candidates and I got helpful input to corroborate or cause me to question my own impressions. In particular, the questions prepared by the council really got to the heart of issues that are critical to a manager's success.

This is the first of a three part series of articles from The Register. The articles were originally published October 15, 1997, October 25, 1997, and November 12, 1997.

RESULTS reflections on the hiring process-Part 2

The following is the second of three short articles on the recent hiring process for the new Central associate directors and the Gresham Branch manager. Each article was written by RESULTS Council members, from different vantage points. The first outlined the processes and goals of these hirings. The second article describes the RESULTS council's involvement and the final article will be from the point of view of a candidate who interviewed (successfully) for a position.



Council's involvement demystifies hiring process

by Ruth Allen, Library RESULTS Council

When the RESULTS council was invited to participate in the hiring process for the manager of the Gresham library and the three Central associate directors, we met with Ruth Metz and Cindy Gibbon in an orientation to learn what our role was to be.

In preparation for the interviews, each of the members read the job descriptions, evaluated the candidates' applications and read two articles on leadership and organizations.

RESULTS Council members also brainstormed and wrote up questions to ask the candidates. Questions ranged from "Keeping RESULTS in mind, how would you update the methods used to evaluate staff?" to "Based on your reading of the articles, how would you define a 'learning organization' and how would you apply it to the library?"

On the actual day of the interviews, we watched the candidates participate in a leaderless group activity in which they were given a problem to solve in a given period of time. In a separate session, we asked our questions of each of the candidates who responded both to the questions and to the ideas of the other candidates. It was a learning process all around. We asked better and more carefully worded questions on the second day.

The RESULTS Council participants felt their collective knowledge added a unique perspective to the hiring process. We were impressed with the candidates' knowledge and experience. The RESULTS Council heard some very interesting ideas from the candidates and the hiring process was demystified.

RESULTS reflections on the hiring process-Part 3

The following is the final in a series of three short articles on the recent hiring process for the new Central associate directors and the Gresham Branch manager. Each article was written by RESULTS Council members, from different vantage points. The first outlined the processes and goals of these hirings. The second described the RESULTS council's involvement and the final article is written from the point of view of a candidate who interviewed (successfully) for a position.



Job interview as Cuisinart

by Gretchen Goekjian, Gresham Regional Library manager

Work has been a feature of my life since I was 12 years old.

I have been interviewed on the dock at Sitka Cold Storage, in a posh United Nations office in Vienna, and points in between. Except for a few minor differences, those interviews were all very much alike. The U.N. required a security clearance so that meant that men in brown shoes quizzed family and friends, and though the fish house job required me to use sharp knives, no one checked with friends or relations to see if I might have any problems with anger management.

When the Gresham manager job was announced I applied thinking the interview would be the usual: Sit at a table with four or five strangers, try to concentrate on the questions asked, and attempt to answer them in some coherent fashion.

Because I know that I do poorly in such situations, I decided to get some help before the interview. Phoning the County's Employee Assistance Program and making an appointment with one of their career counselors was one of the smartest things I've ever done. The EAP counselor not only coached me in how to respond during the interview, but she also provided written exercises to get me thinking about my strengths, and recommended a very helpful book.

After blithely preparing for a "normal" interview, it was with real consternation that I learned that it wouldn't be one hour under hot lights with the civil service panel. No, it would be more like four hours being scrutinized not just by total strangers, but by my colleagues. Did I think about backing out? Yes.

My heart sank when I read the program for the day's activities. A group exercise? Doing what? Questions from members of the RESULTS Council? What if I couldn't answer anything?

I began to think in terms like inquisition and grilling — interview seemed too benign for what we were facing. But I persevered, spurred on by the vision of that bill for the first semester's tuition at my daughter's college.

In retrospect, the worst part of the day's schedule was the individual interview with the civil service panel. Even with the extra preparation and advice from the career counselor, I was still paralyzed with nervousness. After enduring that part of the interview, I knew that things couldn't get any worse and approached the group exercise with something that might best be described as a "go-for-broke" attitude.

As it turned out, the leaderless exercise was very interesting, and I even caught myself enjoying it once or twice. As the hour wore on, we all became more relaxed, ideas began to flow, and we came up with a good strategy in response to the stated problem.

After a too-brief break we were back again, but this time the setting was a little more intimate. Instead of being on display and observed by our colleagues, we were all — questioners and applicants alike — seated around a table. I cannot speak for any of the other participants, but by this time I was exhausted. The questions devised by the members of the Results Council were tough, thoughtful, and very good. I struggled to respond when what I really wanted to do was take a nap. The questions generated good responses and opened up interesting discussions in which we all participated.

At the end of the day I felt like I'd run a marathon after delivering twins. I'd be lying if I said any of the day's events were easy. However, I believe it was the fairest interview I've ever had. The applicants had every opportunity to display their strengths, and I think we all did a fantastic job. I am fortunate in that I was the one chosen for the job, but I am equally glad that I wasn't one of those doing the choosing. It could not have been an easy task.

MEETING DATE: AUG 06 1998
AGENDA NO: R-3
ESTIMATED START TIME: 9:45

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Salary Review Report

BOARD BRIEFING: DATE REQUESTED: Thursday, August 6, 1998
REQUESTED BY: Gary Blackmer
AMOUNT OF TIME NEEDED: 15 minutes

REGULAR MEETING: DATE REQUESTED: _____
AMOUNT OF TIME NEEDED: _____

DEPARTMENT: Non-Departmental DIVISION: Auditor's Office
CONTACT: Gary Blackmer TELEPHONE #: 248-3317
BLDG/ROOM #: 106/1410


PERSON(S) MAKING PRESENTATION: Mary Ann Wersch, and Ron McGee

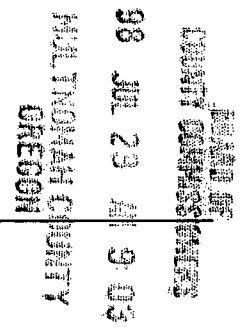
ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☒ OTHER

SUGGESTED AGENDA TITLE:

Report of the 1998 Multnomah County Salary Commission

SIGNATURES REQUIRED:
ELECTED OFFICIAL: 
(OR)
DEPARTMENT
MANAGER: _____



ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



1998 Multnomah County Salary Commission

1120 SW 5th Avenue, Room 1410

Portland, Oregon 97204

Telephone (503) 248-3320

Telefax 248-3019

www.multnomah.lib.or.us/aud

June 25, 1998

To: Board of County Commissioners

From: 1998 Salary Commission

Mark Englizian, Executive Compensation Manager, Tektronix

Ron McGee, V.P. Human Resources and Travel, AAA Oregon

Michael Shea, Director of Compensation, Legacy Health System

Eric Wilson, President, HR Integrated Solutions

Mary Ann Wersch, Director of Human Resources, Reed College; Chair
Salary Commission

Re: 1998 Multnomah County Salary Commission Report

Under the authority of Section 4.30 of the Multnomah County Home Rule Charter as amended November 6, 1990, the 1998 Multnomah County Salary Commission (Commission) was appointed by the County Auditor and convened to consider and recommend salary levels for the positions of Multnomah County Commissioner (Commissioner) and Chair of the Board of County Commissioners (Chair).

Executive Summary

1. From FY 1983-84 through FY 1992-93, the Multnomah County Chair and Commissioners did not receive an increase in salary. Current salary levels continue to reflect that loss of income. The Chair's current annual salary is \$69,432 and the Commissioners' current annual salary is \$59,172. However, two Commissioners have chosen not to accept the 1997-98 salary increase and their salaries remain at \$54,369.

2. The 1996 Salary Commission recommended that the Chair's salary be indexed to the mid-point of the salary range for the Chair's direct reports, Multnomah County department directors. The Commission further recommended that the Commissioner's salary be indexed to 75% of a district court judge's salary.

3. The Board of County Commissioners approved the recommendation with the following conditions:

a. The Board will implement the Commission's recommended three-year phase-in option for Commissioners' salaries and by 1998-99 Commissioners' salaries will be equivalent to 75% of a district court judge's salary.

b. The Board will implement a five-year phase-in for the Chair and in 1998-99 the Chair's salary will be increased by one third of the difference between the Chair's salary and the department director's salary range midpoint.

4. The 1998 Commission reaffirms this methodology for indexing of salaries and after having reviewed the current relevant salary data reaffirms that this indexing results in an appropriate salary level for both the Chair and Commissioners.

5. Therefore, the Commission recommends that the Commissioners' salaries be increased to \$63,975 for FY 1998-99 which will be 75% of a district court judge's salary and maintain that equivalency for 1999-2000.

6. Further, the Commission recommends that the Chair's salary be increased to a figure that is one third the difference between the Chair's current salary and the mid-point of a department director for FY 1998-99. In 1999-2000 the Chair's salary should be increased by one-half the difference between the Chair's salary and the salary range midpoint of department director.

7. The Chair has responsibilities that the Commissioners do not have. Therefore the Commissioners' salaries should not exceed 80% of the Chair's salary. If the difference in salaries is greater than 80%, the Commissioners' salaries should be reduced to 80% of the Chair's.

8. Finally, the Commission recommends that the Board of County Commissioners accept the recommendations in total and implement them effective July 1, 1998. We strongly encourage this for the following reasons:

a. the recommendations come from professionals in the field of compensation and are based on accurate, relevant and appropriate data and methodologies;

b. the salary recommendations relate to the office and not to persons; in other words, the salaries are based on what the job is worth and because it does not include a "pay for performance" model it is not a measure of the worth of the individual who occupies the position;

c. being paid for what the job is objectively worth is extremely vital to maintaining high quality leadership in Board members and their successors; thus the public will be better served.

BACKGROUND:

In November, 1984 the Home Rule Charter was amended as follows:

"The auditor shall appoint a five-member salary commission, composed of qualified people with personnel experience by January 1, 1986, and by January 1 in each even year thereafter....(to make) salary adjustment recommendations, if any..."

The first Salary Commission was appointed in 1986 and a new Commission has been appointed in each even year up to the current 1998 Commission.

In 1990, the voters approved a ballot measure submitted by the Multnomah County Charter Review Commission which allowed the Board to approve their own salary increases rather than salary increase recommendations being referred to the voters. However, the measure did specify they were not allowed to set salaries higher than the recommendation from the Commission.

In 1991 a County Counsel's opinion stated that the Salary Commission may also make recommendations regarding the salaries of the Sheriff and District Attorney, if requested. Neither has ever requested that the Commission make such a recommendation.

In 1996, the Salary Commission made a recommendation for a salary increase for the Chair that was indexed to (tied to) the midpoint of the salary range for the County's department directors who are the Chair's direct reports. The recommendation for the Commissioners' salaries was to index their salaries to 75% of the current salary of a district court judge. The Salary Commission recommended two options for implementation: 1-immediate and 2-phased in.

The Board approved the recommendation and opted for the phased in approach. Two Commissioners subsequently declined the previously approved FY 1997/98 increase, and their salaries have remained at the FY 1996/97 rate.

In 1998 the members of the 1996 Salary Commission were asked again to serve on this Commission. All were available and accepted, with the exception of one individual who had changed jobs. Mike Shea replaced him on the 1998 Commission.

METHODOLOGY AND FINDINGS:

As in 1996, the Commission collected and reviewed current data from a number of sources to ensure that the 1996 recommendation is still viable. The data is summarized below:

1. Information collected by prior Salary Commissions:

In reviewing the minutes and reports of prior Commissions, it is evident that comparability among county and other jurisdictions is difficult to measure and compare. However, the 1994 Commission determined that the following counties shared some measure of comparability with Multnomah: Clackamas OR, Clark WA, Fresno CA, Lane OR, Marion OR, Pierce WA, Snohomish WA, Thurston WA, and Washington, OR. In 1998 these remain appropriate comparators.

2. Current salary data from the 9 counties defined above:

The 1998 Commission surveyed these comparable counties for current salary data and the process they use to set salaries for commissioners and the county executive, if they have one. In addition, a comparison of cost of living factors among the geographical areas compared with Multnomah County showed that they are all relatively comparable.

Exhibit A: Commissioner salaries of other counties

County	Commissioner Salary
*Washington	19,108
Lane	49,712
Fresno	59,333
Multnomah	59,172
Snohomish	66,139
Clackamas	60,624
Pierce	62,432
Marion	65,640
Thurston	69,743
Clark	82,048
Average (excluding Washington/Multnomah)	64,459

*Note: Based upon information obtained from Washington County compensation personnel, these positions are not directly comparable to other counties.

Exhibit B: Counties with comparable executive salaries

County	Executive salary
Washington	\$55,708
Multnomah	69,432
Snohomish	85,010
Pierce	104,039
Average (excluding Multnomah)	\$81,586

All nine counties have commissioners; the average salary for a commissioner is \$64,459 (Exhibit A). Only three counties have a comparable county executive; the average salary is \$81,586 (Exhibit B).

3. Salary comparison data with state legislators, regional councils, and local boards:

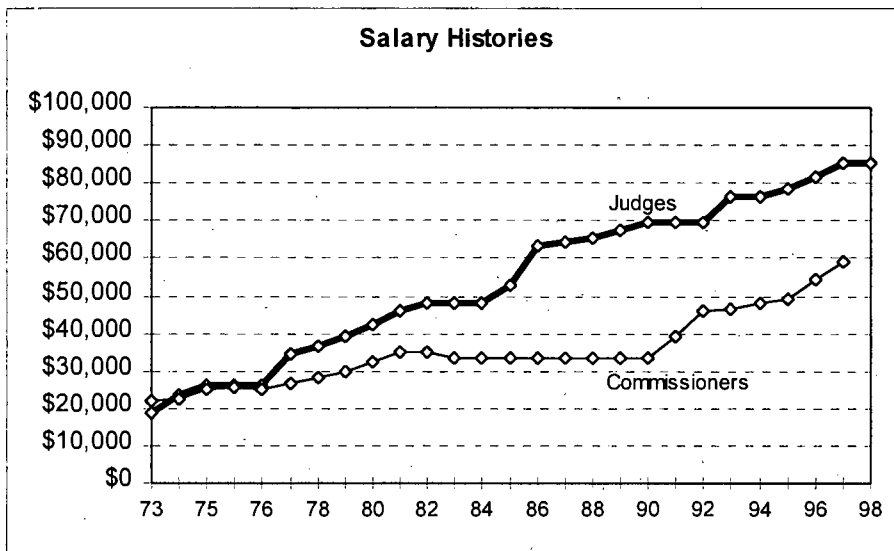
A review of these jurisdictions showed very little justification for asserting comparability. However, Metro uses the methodology for setting salaries that was the basis for the model used by this Commission in 1996. The current data from Metro is detailed in Exhibit C below.

Exhibit C: Comparison with Metro salaries

Metro position	Salary
Executive (salary of a judge)	\$ 85,300
Presiding Officer (two-thirds of judge salary)	\$ 56,867
Councilor (one-third of judge salary)	\$ 28,433

Exhibit D shows the relationship of the Commissioner's salary to the district court judge's salary over time.

Exhibit D: Comparison of Commissioner and district court judge salaries

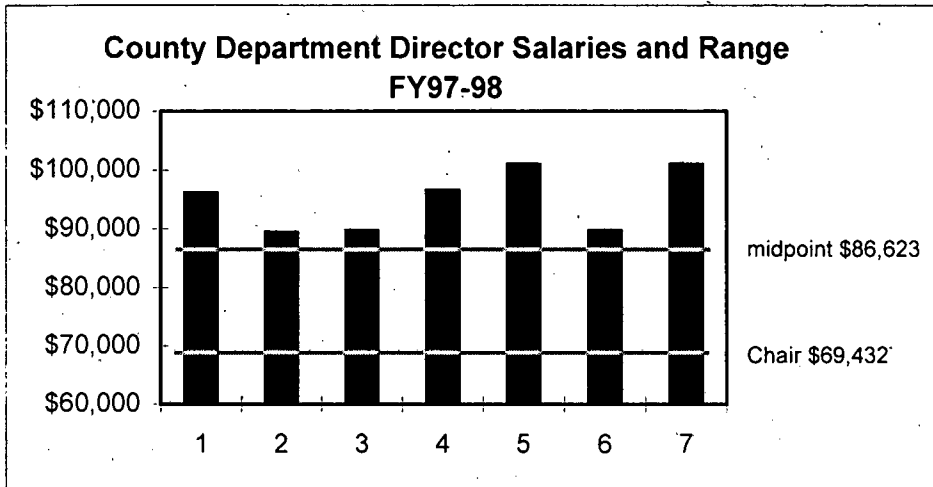


4. Comparability between the Chair and County department directors:

The Chair has County-wide operational and fiscal responsibilities, which the Commissioners do not, and seven department directors report directly to the Chair. The FY 1997/98 salary range midpoint for department director is \$86,623. Currently, all of the direct report department heads have salaries above the midpoint of the range.

The County's Employee Services Division is responsible for the administration of the County's compensation program and pay practices. It is managed utilizing generally accepted compensation management principles and is based on empirical data.

Exhibit E: Comparison of Chair's salary with department director's midpoint salary range



5. Comparability with other County elected officials:

The Multnomah County Home Rule Charter specifies that the county sheriff's salary shall be fixed by the Board in an amount which is not less than that for any member of the sheriff's office.

The County auditor's salary is indexed at 80% of a district court judge's salary.

6. CPI considerations:

CPI data is an integral part of the information base in the data presented above. It has influenced the market data from both outside sources such as other counties and from within the county in determining an appropriate salary range for department directors.

7. Compensation philosophy:

Typically an organization will consider three factors when designing compensation programs. These are the ability for an organization to attract, retain and motivate employees. However, this Commission believes that these factors are not the primary reason a person decides to run for elected office. Even so, elected officials should be paid an equitable and fair wage for the work they do. Although it cannot be proved, this Commission also believes that an equitable and fair salary will attract high quality individuals to run for elected office.

RECOMMENDATION AND REASONS

This Commission believes that the methodology used in the 1996 process and the indexing of both the Chair's and Commissioners' salaries is an appropriate long term methodology that could and should be adopted.

Similar counties and other jurisdictions have limited comparability to Multnomah County for either the Chair or Commissioner positions. Further, people who run for these elected positions are not recruited outside the metropolitan area, so salary comparability as a recruitment tool is simply not a factor.

In considering the salary of the Chair, the Commission has determined that the most relevant comparator still remains the County's own internal salary data. The Chair's salary is now indexed to the midpoint of the salary range for Multnomah County department director. There are several reasons for this:

1. The Chair is equivalent to a chief executive officer in the County with a number of direct reports.
2. The compensation program for County managers is based on valid and current data.
3. The Chair should be paid at least as much, if not more, than his/her direct reports.
4. There is precedent with the County for a manager to be paid no less than his/her direct reports (see Home Rule Charter regarding sheriff's salary).
5. The department director's salary midpoint, \$86,623, is somewhat comparable to the average of comparable county executives' salaries in the other three comparable jurisdictions, \$81,586.

In considering the salary of the Commissioners, the Salary Commission has determined that indexing to a district court judge's salary remains the appropriate methodology. The salary of the Commissioners is now indexed to 75% of a district court judge's salary. There are several reasons for this:

1. Other jurisdictions and officials use this index; Fresno County, Metro, and the County auditor salaries are determined using this methodology.
2. Since the judge's salary is determined by the state legislature, commissioners would have no influence over their own salary increases.

3. In 1996 and again in 1998 the average of the commissioners' salaries in nine other jurisdictions we surveyed (\$64,459) was almost exactly equivalent to 75% of a district court judge's salary (\$63,975).

The Commissioners' salaries should not exceed 80% of the Chair's salary. If the difference in salaries is greater than 80%, the Commissioners' salaries should be reduced to 80% of the Chair's. There are two reasons for this:

1. The Chair clearly has responsibilities the Commissioners do not have and internal equity is an important issue. Maintaining an appropriate difference in their salaries is essential in effective compensation design.

2. It is conceivable (although not likely) that the district court judge's salary could increase significantly, a decision over which the County would have no control. The 80% cap will protect the County from this potentially inappropriate financial liability.

1998/1999 AND 1999/2000 SALARIES

In its 1996 resolution the Board of County Commissions accepted the report of the 1996 Salary Commission.

It was resolved that effective July 1, 1998 the Commissioners' salaries shall become equal to 75% of a district court judge's salary. The 1998 Commission continues to support this recommendation. Therefore, Commissioners' salaries will increase to \$63,975 effective July 1, 1998.

Should the district court judge's salary increase prior to or on July 1, 1999, the Commissioners' salaries will increase to 75% of that salary effective July 1, 1999.

In 1996 it was further resolved that effective July 1, 1998 the Chair's salary shall be increased by one third the difference between the department director's salary range midpoint and the Chair's salary. On July 1, 1999 the Chair's salary shall be increased by one half the difference between the department director's salary range midpoint and the Chair's salary. The 1998 Commission continues to support this recommendation.

POINT OF INFORMATION

The 1998 Salary Commission has proposed an amendment to the Home Rule Charter, Section 4.30. This amendment would be more specific on the qualifications to serve on the Salary Commission and eliminate the Board of Commissioner's role in setting their own salaries. The Salary Commission would set the salaries for the offices based upon a documented methodology to ensure they remain appropriate.

The full report to the Multnomah County Charter Review Commission is enclosed.



Multnomah County Salary Commission

1120 SW 5th Avenue, Room 1410

Portland, Oregon 97204

Telephone (503) 248-3320

Telefax 248-3019

March 31, 1998

To: Multnomah County Charter Review Commission

From: 1998 Salary Commission

Mark Englizian, Executive Compensation Manager, Tektronix

Ron McGee, VP Human Resources and Travel, AAA Oregon

Michael Shea, Director of Compensation, Legacy Health System

Eric Wilson, President, HR Integrated Solutions

Mary Ann Wersch, Director of Human Resources, Reed College;
and Chair, Salary Commission

Re: Proposed Amendment to Home Rule Charter, Section 4.30

The 1998 Salary Commission is proposing an amendment to the Home Rule Charter, Section 4.30. This amendment would be more specific on the qualifications to serve on the salary commission and eliminate the Board of Commissioners' role in setting salaries. The Salary Commission would set the salaries for the offices based upon a documented methodology to ensure they remain appropriate.

We will be meeting with the members of the Charter Review Commission on March 31, 1998 and will orally summarize our report at that time as well.

Proposed charter language

"The auditor shall appoint a five-member salary commission, composed of qualified human resources professionals with compensation experience, by January 1 of each even year. The commission shall set the salaries for the offices of chair of the board of county commissioners and the commissioners, documenting the basis of its decisions. All elected or appointed Multnomah County officials and employees are prohibited from serving on the salary commission."

Brief discussion

Past Salary Commissions have developed a methodology for determining the appropriate compensation of the chair and commissioners. However, the Board of Commissioners must still approve any changes to their own salaries.

By requiring human resources professionals with compensation experience in the charter, future Salary Commissions will not need to "reinvent the wheel" every other year thus creating more effective use of the Commission's time.

The Chair and Commissioners as a voting body will not be able to influence the salary levels of their offices thus providing better stewardship of public dollars.

Background:

In November, 1984 the Home Rule Charter was amended as follows:

"The auditor shall appoint a five-member salary commission, composed of qualified people with personnel experience by January 1, 1986, and by January 1 in each even year thereafter....(to make) salary adjustment recommendations, if any..."

The first Salary Commission was appointed in 1986 and a new Commission has been appointed in each even year up to the current 1998 Commission.

In 1990, the voters approved a ballot measure submitted by the Multnomah County Charter Review Commission which allowed the Board to approve their own salary increases rather than salary increase recommendations being referred to the voters. However, the measure did specify they were not allowed to set salaries higher than the recommendation from the Commission.

In 1991 a County Counsel's opinion stated that the Salary Commission may also make recommendations regarding the salaries of the Sheriff and District Attorney, if requested. Neither has ever requested that the Commission make such a recommendation.

The Home Rule Charter does not provide any direction to the Salary Commission as to methodology and among the variety of comparators, such as other similar jurisdictions, other public agencies or other elected officials, there does not seem to be a generally accepted methodology for setting salaries of elected officials.

Consequently, each Salary Commission has attempted to ascertain the appropriate market comparators and to justify their recommendation based on that particular Commission's determination of the most appropriate methodology.

When the Chair and Commissioners receive the Commission's recommendation, they may then vote themselves an increase. In most cases the salaries are set by a committee of appointed citizens. In only one other Oregon home rule county do the commissioners vote on their own salaries. In that single case the salaries do not take effect until after the next general election. This appears to be a widely accepted process among elected officials.

Past Boards have not always accepted the Commission's recommendations in whole or in part and in the past individual Board members have declined all or part of an increase even if approved by the Board as a whole.

In 1996, the Salary Commission made a recommendation for a salary increase for the Chair that was indexed to (tied to) the midpoint of the salary range for the County's department directors who are the Chair's direct reports. The recommendation for the Commissioners' salaries was to index their salaries to 75% of the current salary of a district court judge. The Salary Commission recommended two options for implementation: 1-immediate and 2-phased in.

The Board approved the recommendation and opted for the phased in approach. Two Commissioners subsequently declined the FY 1997/98 increase, and their salaries have remained at the FY 1996/97 rate.

In 1996 the Salary Commission recommended to the Board that they "ask the next-appointed Charter Review Commission to make a recommendation regarding an approved methodology for determining salaries for Board members."

In 1998 the members of the 1996 Salary Commission were asked again to serve on this Commission. All were available and accepted, with the exception of one individual who had changed jobs. Mike Shea replaced him on the 1998 Commission.

Although we recommended to the Board that they initiate the amendment to the charter, this Salary Commission believes it is properly our role to do so.

Recommendation and Reasons

This Commission believes that the methodology used in the 1996 process and the indexing of both the Chair's and Commissioners' salaries is an appropriate long term methodology that could and should be adopted. A brief summary of our reasoning follows.

Past Commissions, including this one in 1996, have struggled to incorporate the standard principles for effective compensation administration into the setting of salaries for these elected officials. The differences in administration between the County Board and other organizations are significant.

First, the standards of attracting, retaining and motivating staff through appropriate compensation principles and practices generally do not apply.

- Attracting: people who run for these elected positions are not recruited outside the metropolitan area, so salary comparability as a recruitment tool is simply not a factor.
- Retaining: there are very few instances of elected officials leaving their posts before their term expires in order to make more money elsewhere.
- Motivating: this Commission is not aware of any data in support of the notion that elected officials serve because they are motivated by the money as opposed to the opportunity to serve.

Second, most organizations survey their market resulting in useful position by position salary comparator data. Past Commissions have struggled to find such comparator positions for these elected officials and for the most part have found instead that similar counties and other jurisdictions have limited comparability to Multnomah County for either the Chair or Commissioner positions.

Third, outside the public sector it is an unusual circumstance for a manager to make salary decisions regarding his/her own salary for many obvious reasons.

Yet this is the position in which the Multnomah County Board members and many other elected officials find themselves. It is at the least discomfoting and politically sensitive and at worst the potential exists for blatant abuse of the public's trust.

Therefore it is important to define for these elected officials the principles and practices of a compensation administration plan that best apply to their unique situation. In doing so, this Salary Commission has looked at the Chair and Commissioners separately as their situations are different from one another.

Chair of the Board of County Commissioners:

In considering the salary of the Chair, the Commission has determined that the most relevant comparator is the County's own internal salary data. The Chair's salary is now indexed to the midpoint of the salary range for Multnomah County department director. There are several reasons for this:

1. The Chair is equivalent to a chief executive officer in the County with a number of direct reports.
2. The compensation program for County managers is based on valid and current data.
3. The Chair should be paid at least as much, if not more, than his/her direct reports.
4. There is precedent with the County for a manager to be paid no less than his/her direct reports (see Home Rule Charter regarding sheriff's salary).
5. The potential for abuse with this methodology is slim to none. Although the Chair has authority over salary decisions for department directors and could potentially be influenced by self-interest, he/she has only one vote out of five.
6. In 1996 and again in 1998 the department director's salary midpoint was generally comparable to the average of comparable county executives' salaries in three other jurisdictions, the only three in the northwest region that past Commission's have found to be somewhat similar.

County Commissioners:

In considering the salary of the Commissioners, the Salary Commission has determined that the most relevant comparator is a district court judge's salary. The salary of the Commissioners is now indexed to 75% of a district court judge's salary. There are several reasons for this:

1. Other jurisdictions and officials use this index; Fresno County, Metro, and the County auditor salaries are determined using this methodology.
2. Since the judge's salary is determined by the state legislature, commissioners would have no influence over their own salary increases.

3. In 1996 and again in 1998 the average of the commissioners' salaries in nine other jurisdictions we surveyed was almost exactly equivalent to 75% of a district court judge's salary.

Currently a Commissioner's salary is 82% of the Chair's salary which is an appropriate and logical differential given their separate job responsibilities. We believe it is important to ensure that this differential does not vary widely over time. Therefore we are additionally recommending that in no event may the Commissioners' salaries increase to more than 82% of the Chair's salary.

Role of the Salary Commission:

We believe the future role of the Salary Commission should be to set salaries based upon a generally accepted compensation methodology. It is the responsibility of each Salary Commission to document its methodology to ensure future commissions maintain consistency, while evaluating the comparative salary data to ensure the methodology remains viable, determining if problems or inequities develop over time, and providing an overview to the process.

The Benefits:

The benefits in approving this amendment are varied:

1. By requiring human resources professionals with compensation experience in the charter, future Salary Commissions will not need to "reinvent the wheel" every other year thus creating more effective use of the Commission's time.
2. The Board of County Commissioners will not need to spend their time reviewing and reassessing the methodology every other year thus creating more effective use of the Board's time.
3. The Chair and Commissioners as a voting body will not be able to influence the salary levels of their offices thus providing better stewardship of public dollars.
4. Being paid for what the job is objectively worth is extremely vital to maintaining high quality leadership in Board members thus the public will be better served.
5. Having the voters approve these charter changes provides a clear mandate to elected officials that their salaries relate to the office and not to them personally thus (we hope) creating a situation in which they will receive the salary they are owed rather than declining it.
6. Because they will have a generally accepted methodology by compensation specialists, the public will have a clear understanding of the manner in which these elected officials receive salary increases from year to year and thus will have assurance that there is very little opportunity for political interference in the process.

The 1998 Salary Commission strongly urges the Charter Review Commission to adopt these changes by creating an amendment to the charter and referring it to the voters in the fall.

We will be very pleased to discuss this with you further and answer any questions you may have in our meeting on March 31st.

Thank you for your consideration of our recommendation.

MEETING DATE AUG 06 1998
AGENDA #: R-4
ESTIMATED START TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Settlement Agreements/Class Grievance & Related Claims

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, August 6, 1998
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Support Services DIVISION: Labor Relations

CONTACT: Darrell Murray TELEPHONE #: 248-5135, ext. 22595
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

In the matter of the ratification terms for settlement of a class action overtime grievance and related claims, including ratification of necessary conditional amendments to the 1992-95 collective bargaining agreement between Multnomah County and the International Union of Operating Engineers Local 701, as amended and extended through June 30, 1998.

8/7/98 ORIGINALS to Darrell Murray

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT
MANAGER: Thickie Gates

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions? Call the Board Clerk @ 248-3277

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Department of Support Services (Labor Relations Division)

DATE: July 29, 1998

RE: In the matter of the ratification of terms for settlement of a class action overtime grievance and related claims, including ratification of necessary conditional contract amendments to the 1992-95 collective bargaining agreement between Multnomah County and IUOE Local 701, as amended and extended through June 30, 1998.

1. **Recommendation/Action Requested:** Ratify the proposed Master Compromise Settlement, Release Agreement, and Contract Amendments.
2. **Background/Analysis:** In 1986, as a result of a U.S. Supreme Court ruling, the Fair Labor Standards Act (FLSA) was applied to local governments for the first time. This law requires employers to pay employees one and one-half times the employee's "regular rate" of pay for time worked in excess of 40 hours in a workweek.

The "regular rate," on which overtime is based, must be calculated using a *weekly* averaging formula specified in the FLSA. Multnomah County was already paying time and one-half for hours worked; however, overtime rates were based on a *daily* determination of the regular rate, consistent with existing labor contracts.

In some instances this daily formula resulted in payments that were slightly greater than those required by the FLSA. In a larger number of instances the daily calculation produced a payment slightly lower than the amount owed under the FLSA. With the new software in place, the County is in compliance with federal law but not with all existing labor contracts.

In mid-1996, several employees filed a class action lawsuit against the County seeking damages and an accounting of amounts due. Related grievances also arose under the labor contracts.

County managers and lawyers, lawyers for the plaintiffs, and the County's unions have been involved in discussions concerning how best to remedy the County's past FLSA violations while ensuring compliance with the labor contracts requirements. The current tentative settlement came out of these discussions.

The settlement arranges for certain employees affected by the payroll problem who are represented by AFSCME, Local 88 and the Oregon Nurses Association to receive one-time-only lump sum payments of \$300. Employees represented by the

Corrections Officers Association, Deputy Sheriffs Association, and several crafts unions will receive payments over the next five years until existing retroactive liability is fully repaid.

The settlement also modifies current labor agreements so that no further liability accrues. The affected unions will waive all existing and potential claims for related contract violations.

3. **FINANCIAL IMPACT:** According to the County's Budget & Quality Division, the one-time-only payments will cost approximately \$112,000. The annual cost for payments over the next five years is estimated at approximately \$100,000. Over five years, total cost will be approximately \$612,000. This is roughly equivalent to the County's estimated cost if the legal issues were litigated and actual damages determined and paid .
4. **LEGAL ISSUES:** There exist no legal impediments to the requested action. However, the settlement will not be final and binding until 97% of the affected class of individual employees agree to the negotiated terms and submit the required release forms.
5. **CONTROVERSIAL ISSUES:** None.
6. **LINK TO CURRENT POLICIES:** This settlement conforms the County's payroll practices to contract and law.
6. **CITIZEN PARTICIPATION:** N/A.
7. **OTHER GOVERNMENT PARTICIPATION:** The statutory issues were initially filed in Oregon State Court. This office contacted the Bureau of Labor And Industries concerning their possible involvement in the matter. However, their Technical Assistance Office indicated that it would not intervene in light of the pending litigation, so as to not interfere with choice of forum.

**MASTER COMPROMISE SETTLEMENT, RELEASE AGREEMENT, AND
CONTRACT AMENDMENTS**

**ARTICLE A
Parties**

This Agreement (hereafter "Master Settlement Agreement") is between Multnomah County, Oregon (hereafter "County") and Local 701, International Union of Operating Engineers, AFL-CIO (hereafter "Union"). The parties agree as follows:

**ARTICLE B
Purpose**

The purposes of this Master Settlement Agreement include:

1. Resolving all actual and potential claims against the County by the Union for any breach of state or federal wage-hour or overtime laws or the wage, premium pay or overtime provisions of the 1991-94 County-Union collective bargaining agreement as amended and extended through June 30, 1998, based in each case on events occurring during the period July 1, 1993 to the date this settlement is implemented and related to apparent differences between the manner in which various pay rates should have been determined at law or collective bargaining agreement and the manner in which the County's payroll system software actually determined such payments;
2. providing members of the bargaining unit with a time-limited remedy for any retroactive liability that the County may have for said breach(es);
3. ensuring that the county's future overtime calculation practices comply with the collective bargaining agreement, the Fair Labor Standards Act and parallel state laws; and
4. facilitating the resolution of individual claims in the manner provided by the individual compromise settlement and release agreement attached hereto and hereafter referred to as Exhibit A.

ARTICLE C
Amendments To The Collective Bargaining Agreement

Section One. Except as provided in Article E below or Section G of Exhibit A, Article 15, section 6 of the 1992-95 collective bargaining agreement between the County and Union, as amended and extended through June 30, 1998, is hereby amended to read:

"6. Overtime. ~~Time and one-half (1½)~~ One and five thousand one hundred sixty-eight ten thousandths (1.5168) times the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

a. When scheduled to work five (5) days a week:

- (1) All authorized work performed in excess of eight (8) hours in any workday.
- (2) All authorized work performed in excess of forty (40) hours in any workweek.
- (3) All work performed on employee's sixth (6th) day shall be paid for at the rate of ~~time and one-half~~ **one and five thousand one hundred sixty-eight ten thousandths (1.5168) times the employee's regular hourly rate of pay** and the seventh (7th) day at double time rate, provided the employee has worked such overtime on the sixth (6th) day as was offered to him or her for that day.

b. When scheduled to work four (4) days a week:

- (1) All authorized work performed in excess of ten (10) hours in any workday.
- (2) All authorized work performed in excess of forty (40) hours in any workweek.
- (3) All work performed on employee's fifth (5th) day shall be paid for at the rate of ~~time and one-half~~ **one and five thousand one hundred sixty-eight ten thousandths (1.5168) times the employee's regular hourly rate of pay** and the sixth (6th) and seventh (7th) days at the double time rate, provided that the double time rate shall be paid only when the employee has worked such overtime on the fifth (5th) day as was offered to

him or her on that day. If an employee declines to work on the fifth (5th) day, the sixth (6th) day shall be paid at ~~time and one-half~~ **one and five thousand one hundred sixty-eight ten thousandths (1.5168) times the employee's regular hourly rate of pay** and the seventh (7th) day at the double-time rate.

- (4) Overtime worked shall be calculated in accordance with the uniform time charging provisions of Article 14.

Section Two. Except as provided in Article E below or Section G of exhibit A, a new Section 15 shall be added to Article 18, General Provisions, of the 1992-95 collective bargaining agreement between the parties, as amended and extended through June 30, 1998, to read as follows:

"The Union agrees to appoint a representative to serve on a standing county-wide Payroll/Time keeping System labor-management committee which shall meet with the Finance Division's Payroll Supervisor and other relevant managers to discuss in advance any major change in the payroll or timekeeping system which would be applicable to members of the union's bargaining unit. A "major change" includes but is not limited to such changes as those needed to implement new or structurally modified benefits or wage categories managed through the payroll system, programming changes, and changes in check stubs or deposit advice. The purposes of such committee shall be to assist in identifying in advance potential technical problems that might interfere with the efficient and effective introduction of the planned change, any adverse impacts such change might have on employees and available means for ameliorating such impacts, and other changes that might improve the payroll and time keeping systems."

Section Three. Except as provided in Article E below or Section G of Exhibit A, the following shall be added as a new section 10 of Article 15 of the 1992-95 collective bargaining agreement between the parties, as amended and extended through June 30, 1998:

"The parties acknowledge that the historically long-standing time and one-half (1½) overtime factor has been replaced by a factor of 1.5168 times the employee's base pay to remedy alleged violations of the Fair Labor Standards Act and the collective bargaining agreement associated with the County payroll system's alternate non-compliance with the "regular rate" basis for overtime in the FLSA and the contractual basis for calculating overtime. The Master Settlement Agreement resolving that dispute between the parties is premised on

the parties' assumption that within five (5) years following implementation of that Master Settlement Agreement, the increased overtime factor will pay employees an amount approximately equal to the amount of retroactive liability that the County may have for past violations while ensuring prospective compliance with the law. However, the County may unilaterally and uniformly increase the basic overtime factor contained in the parties' collective bargaining agreement to an amount in excess of one and five thousand one hundred sixty-eight ten thousandths (1.5168)) times the employee's regular rate of pay, excluding premium pay, if it deems such action necessary to comply with law. The County may also reduce the overtime factor provided that it follows required collective bargaining procedures prior to such reduction.

Section Four. Except as provided by Article E below or Section G of Exhibit A, the following shall be added as new section 11 of Article 15 of the 1992-95 collective bargaining agreement between the parties, as amended and extended through June 30, 1998:

"13. Premium pay and total gross pay for members of the Union's bargaining unit will be calculated in the following mathematically expressed sequence until such time as a change is effected in accordance with law and this collective bargaining agreement, including any duty to bargain with the Union which may exist at that time:

First: Employee's base wage (e.g. \$20.00) = "n"

("n" is the "regular hourly rate" referred to in this collective bargaining agreement.)

**Second: All percentage based premiums
 x "n"
 = "n1" (e.g. \$20 per hour x 3% Lead worker pay
 = \$0.60 per hour total premium.)**

**Third: ("n" + "n1")
 + Employee's Flat Rate Shift Differential
 = "n2" (e.g. \$20.00 + \$0.60 + swing differential
 of \$0.35 = \$20.95 total gross wage for non-
 overtime hours).**

NOTE: Ordinary overtime is calculated by multiplying n by 1.5168, and n1 and any applicable shift differential are added to the resulting

amount to determine total pay (e.g. $\$20 \times 1.5168 = \30.34 = overtime rate; then add $\$0.60$ [n1] + $\$0.35$ [shift differential] = $\$31.29$ total pay per hour.

Section Five. Except as provided by Article E below or Section G of Exhibit A, Article 15, section 5 of the 1992-95 collective bargaining agreement between the parties, as amended and extended through June 30, 1998, is hereby amended to read as follows:

“5. Call - In Time. Any employee called to work outside his or her regular shift shall be paid for a minimum of four (4) hours at the rate of ~~time and one-half~~ **one and five thousand one hundred sixty-eight ten thousandths (1.5168)** times the employee's regular rate of pay except that an employee called to work within two (2) hours of the commencement of his or her scheduled shift shall be paid at the rate of ~~one and one-half times~~ **one and five thousand one hundred sixty-eight ten thousandths (1.5168)** times the employee's regular straight time rate only for the period elapsed from the commencement of the call-out to the commencement of the shift. The employer may also assign an employee who may be subject to call-out a County vehicle which the employee shall use solely for performing County business and for commuting to and from work. The assignment of the vehicle shall be voluntary, except that it may be made mandatory in the event of an emergency or if the public health or safety may be in jeopardy. The vehicle assignment may be rescinded at the employer's discretion. If such assignment is made, the employee shall not be charged for such vehicle.”

ARTICLE D

Individual Settlement Agreements

Effect On Master Settlement Agreement

Section One. Within thirty (30) days after this Master Settlement Agreement is signed by the parties, the County shall mail a copy of Exhibit A to each permanent employee who, on the date this Master Settlement Agreement is signed, occupies a budgeted position in an Association-represented classification listed in Section F(1)(b) of Exhibit A.

Section Two. After the signing of this Master Settlement Agreement by the parties hereto and confirmation from the County that the terms of Article E, Section One of the Master Settlement Agreement has been fully satisfied, the Association shall cause dismissal of any claim it has pending against the County in any forum which addresses the subject matters described in Article B of this Master Settlement Agreement and shall request all bargaining unit members to cause dismissal of any such claim they have pending. If all such claims are not promptly and successfully dismissed, this Master Settlement Agreement shall not become final or binding, as provided in Article E below.

ARTICLE E

Effective Date And Integration Clause

Section One. No portion of this Master Settlement Agreement shall become final or binding on any party hereto until and unless the Union and the County's other affected bargaining agents have signed Master Settlement Agreements concerning the general subject of this Agreement, and the terms of Section F of Exhibit A have been timely met in all respects, including the requirement that ninety-seven percent (97%) of affected employees in all classifications listed in Section F(1)(b) timely execute and deliver Exhibit A to the County's Labor Relations Division. The County Labor Relations Manager or his or her designee may waive the requirement that all of the above referenced bargaining agents sign Master Settlement Agreements as a condition of this agreement becoming final and binding if, in his or her judgment, such waiver would not substantially defeat the overall objective of obtaining repose on claims covered by the Master Settlement Agreements or the Exhibit A attached thereto. The Labor Relations Division shall inform the Association within ten (10) days after the conclusion of the period in which employees may timely return the signed Exhibit A whether, in its opinion, the condition precedent has been satisfied and of any waiver action pursuant to this Section.

Section Two. In addition, this Master Settlement Agreement shall not be binding on the County if the Association, all other County bargaining agents and all bargaining unit members do not successfully cause the dismissal of all claims pending by them similar to those described in Article D, Section Two of this Master Settlement Agreement; PROVIDED, that the County's Labor Relations Manager or his or her designee may waive the requirement that a bargaining agent listed in this Article or a bargaining unit member represented by a bargaining agent must dismiss a pending or potential claim if, in the judgment of the Labor Relations Manager or his or her designee, to do so would not substantially defeat the objective of obtaining repose on claims addressed by the Master Settlement Agreements or Exhibit A attached thereto. The Labor Relations Division shall promptly advise the union of any such waiver.

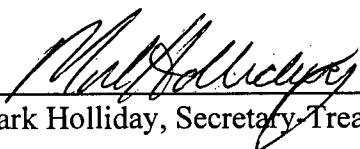
Section Three. The conditions set out in Sections One and Two of this Article are conditions precedent. If they are not timely satisfied, this Master Settlement Agreement shall not be final or binding and shall be null and void. If the conditions precedent to making the Master Settlement Agreement final and binding are met, the amendments to the 1992-95 collective bargaining agreement (as amended and extended through June 30, 1998) provided in this Master Settlement Agreement shall be prospectively incorporated in and supercede any conflicting or inconsistent terms of the successor to said collective bargaining agreement.

Section Four. The County may, by written notice to the Association, prospectively nullify this Master Settlement Agreement if conditions permitting withdrawal set out in Section G of Exhibit A occur.

Section Five. This written instrument constitutes the entire Master Settlement Agreement between the parties.

Done this day, August 6, 1998.

For the Union:

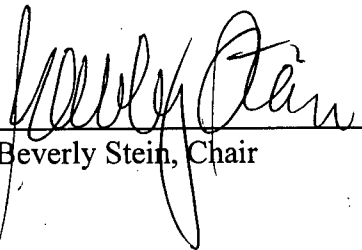

Mark Holliday, Secretary-Treasurer

Reviewed:

THOMAS SPONSLER, COUNTY
COUNSEL FOR MULTNOMHAH
COUNTY, OREGON:

By 
Assistant County Counsel

For the Multnomah County Board of
County Commissioners:


Beverly Stein, Chair

Negotiated:

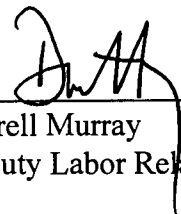

Darrell Murray
Deputy Labor Relations Manager

EXHIBIT A

**INDIVIDUAL COMPROMISE SETTLEMENT AND
RELEASE AGREEMENT**

A. Parties

This Settlement and Release Agreement (hereafter "Agreement" or "this Agreement") is between Multnomah County, Oregon (hereafter "County") and _____ (hereafter "Employee"). The parties agree as follows:

B. General Purpose

The purpose of this Agreement is to settle all claim(s), except for undiscovered clerical errors, which the Employee may have against the County for breach of the collective bargaining agreement, state or federal wage-hour or overtime laws, occurring between July 1, 1993 and the date this agreement becomes binding under section F below, arising out of the County's use of payroll system software which did not uniformly comply with the Fair Labor Standards Act's (FLSA's) base "regular rate" requirement for overtime calculation purposes or the 1996-97 transition from that system to a new payroll system (commonly referred to as the "TESS" system) which did comply with the FLSA but did not uniformly comply with the contractual basis for calculating overtime.

C. What The County Gives The Employee Under This Agreement

1. Modified Overtime Rate. The County will replace the existing time and one-half (1.5) overtime rate applicable within the employee's bargaining unit with an increased overtime rate equal to one point five one six eight (1.5168) times the employee's straight time base rate (base rate x 1.5168). The "base rate" includes the employee's base wage step and excludes all premium pay. This modified overtime rate is calculated to insure that the Employee will not receive less and in some cases will receive more overtime pay than the Employee would otherwise be entitled to receive under the federal FLSA.
2. When The Modified Overtime Rate Will Be Implemented. The modified overtime factor will be prospectively implemented not later than April 1, 1998 or within ninety (90) days after this agreement becomes final and binding pursuant to Article F below, whichever is later. Thereafter, the employee's deposit advice form or paycheck stub shall reflect the same overtime rate for all hours that would have been paid as time and one-half prior to implementation of this agreement. However, if subsequent changes in law occur that would require multiple overtime rates applicable for such hours, the County

may immediately conform with the law and report the multiple rates on the paycheck stub or deposit advice form.

3. How The Modified Overtime Factor May Be Changed. The County may reduce the modified overtime factor or alter the manner in which overtime is reported on the check stub or deposit advice, subject to the requirements of state or federal law. This paragraph does not relieve the County of any duty to negotiate with Employee's exclusive bargaining representative under Oregon law.

4. What The Employee Can Do If the Modified Overtime Factor Is Reduced. If the modified overtime factor implemented under Subsection 1 above is reduced during the five (5) years immediately following its implementation, the Employee shall, within one hundred eighty (180) days after such action, be entitled to file claims against the County falling into either of the following categories: (a) claims based on alleged breach of state or federal wage-hour and overtime laws occurring between July 1, 1993 and the date the modified overtime factor was implemented or (b) claims based on alleged breach of the collective bargaining agreement between March 1, 1996 and the date the modified overtime factor was implemented. In either case such claims must be within the scope of claims described in Article B above. If this happens, the County will waive any time-bar defenses on such claims and the Employee shall be entitled to pray for all damages he or she could have sought under the applicable law as it existed on July 1, 1996. However, payments made under the modified overtime rate which exceed those that the employee would have otherwise received under the applicable law or contract provision shall be offset against the County's liability, if any, on such claims.

5. What The Employee Receives If The Employee Terminates From County Employment Within Five (5) Years After Implementation Of The Modified Overtime Factor. If the Employee's County employment is voluntarily or involuntarily terminated within five (5) years after implementation of the modified overtime and the employee was last hired by the County on or before July 1, 1993, the employee shall receive a one-time-only lump sum payment at the time of termination equal to the number of full calendar months remaining in the five (5) year period at the date of the employee's termination multiplied by five dollars (\$5.00). For example, if the employee terminates with thirty (30) months remaining in the five (5) year period, the lump sum payment at termination under this Agreement will be one hundred fifty dollars (\$150.00). If the terminating employee was hired after July 1, 1993 this amount shall be reduced by two percent (2.0%) for each full month between July 1, 1993 and the date of hire. Upon payment under this section, the County shall be deemed to have fully satisfied its obligations to the Employee. For purposes of this section, if a merger, consolidation, or other large scale transfer of employees by intergovernmental agreement between Multnomah County and the City of Portland occurs which, in the judgment of the County, necessitates the adoption of a different payroll system than that in effect prior to

the merger, consolidation or intergovernmental transfer, such event shall be treated as a termination event and payoff shall occur accordingly.

D. What The County Receives From The Employee

In exchange for the rights and benefits that this Agreement confers on the Employee, the Employee releases the County from all further liability for any claim related to the circumstances described in Article B above which the Employee filed or might have filed against the County alleging a breach of the overtime provisions of the County-IUOE Local 701 collective bargaining agreement or state or federal wage-hour or overtime laws occurring between July 1, 1993 and the date the revised overtime rate above is implemented, except for state or federal wage-hour or overtime claims arising from clerical errors not discovered as of the date this settlement agreement becomes binding. If the Employee has any such claim pending in any forum at the time this Agreement is signed, the Employee shall cause such claim to be immediately dismissed. This release shall be null and void if the County reduces the modified overtime factor during the five (5) years immediately following its implementation unless the employee's County employment has terminated and the employee has received payment as provided in section C (5) above. **The Employee acknowledges that he or she has had the opportunity to confer with an attorney and the Union, as Employee deemed appropriate, in connection with this settlement and release agreement. The employee further acknowledges that the County encouraged the Employee to do so to ensure understanding of the Employee's rights under the law and collective bargaining agreement.**

E. Entire Agreement

1. Entire Agreement Is In Writing. This written Agreement is the entire Agreement between the County and the Employee.

F. When This Agreement Becomes Binding

1. This writing represents a conditional offer by the County that will not be deemed accepted by the Employee or binding on either party until and unless:
 - a. it is signed by the Employee and delivered to the County Labor Relations Division within sixty (60) days after the date this agreement is first delivered to the Employee or his or her last home address listed in the employee's personnel file maintained in the Employee Services Division, Department of Support Services, and
 - b. not less than ninety-seven (97%) percent of all regular County employees occupying regular budgeted positions in the following County job

classifications, sub-classifications, and work units have signed and delivered similar agreements to the Labor Relations Division within the same sixty (60) day time period referenced in paragraph (a) of this subsection (1):

- Corrections Officer (Corrections Deputy)
- Corrections Supervisor (Sergeant)
- Deputy Sheriff (Law Enforcement Deputy)
- Sergeant (Law Enforcement)
- Facilities Maintenance Worker (Including Leads)
- Probation/Parole Officer (Including Leads)
- Nurse Practitioner (regularly assigned to Corrections Health for any duration in excess of seven days beginning on or after October 1, 1994)
- Community Health Nurse (regularly assigned to Corrections Health for any duration in excess of seven days beginning on or after October 1, 1994)
- Licensed Practical Nurse (regularly assigned to Corrections Health for any duration in excess of seven days beginning on or after October 1, 1994)
- Juvenile Custody Services Specialist (including Leads)
- Juvenile Custody Services Specialist Supervisor
- MCSO Records Technician
- MCSO Records Technician Supervisor
- Truck Driver
- Maintenance Worker (including Leads)
- Equipment/Property Technicians (including Leads)
- Facility Security Officer (including Leads)

- c. The Master Settlement Agreement between the County and Union becomes final and binding; and,
 - d. The Chair of the Board of County Commissioner signs the agreements.
2. If the conditions set out in subsection 1 of this section are not fully satisfied within sixty (60) days following the date this agreement is first delivered to the Employee or his or her last home address as described above, the offer and acceptance underlying this agreement shall be null and void; PROVIDED, that the County's Labor Relations Manager (or his or her designee) may extend the sixty (60) day period by up to one hundred eighty (180) additional days by written notice to the employee's bargaining agent. If this provision operates to nullify this agreement, the County agrees that the categories of claims from which the employee released the county as described in article D above may be brought within the statutory time limit or within one hundred eighty (180) days after the county delivers notice to the Employee or his or her address that this subsection 2 has operated to nullify the agreement, whichever is longer. Notice to the employee under this provision shall be

to the employee's most recent home address reflected at the time of mailing in the employee's personnel file maintained in the Employee Services Division, Department of Support Services.

G. Withdrawal From Agreement

The County may unilaterally elect to withdraw from this agreement if (a) more than two percent (2%) of the employees in the classifications listed in Section F(1)(b) who have signed this or a similar release on the same subject attempt to repudiate such release after it becomes effective, or (b) the government of the State of Oregon or of the United States of America initiates independent action to require, or if any court thereof requires, the County to pay any amount owed that is the subject of this agreement to the employee in a manner, amount or at a time different than that provided in this agreement. The employee may within one hundred eighty (180) days after such withdrawal by the County initiate claims of the type described in Section C (4) above, and payments made by the County to Employee under this agreement shall be similarly offset against any liability it has on such claims.

This Agreement is made this day, _____, 199_____.

The Employee:

For Multnomah County:

Beverly Stein, Chair
Board of County Commissioners

Reviewed: Thomas Sponsler
County Counsel for Multnomah
County, Oregon

By _____

MEETING DATE AUG 06 1998
AGENDA #: R-5
ESTIMATED START TIME: 10:01

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Settlement Agreements/Class Grievance & Related Claims

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, August 6, 1998
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Support Services DIVISION: Labor Relations

CONTACT: Darrell Murray TELEPHONE #: 248-5135, ext. 22595
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

In the matter of the ratification terms for settlement of a class action overtime grievance and related claims, including ratification of necessary conditional amendments to the 1992-95 collective bargaining agreement between Multnomah County and the Multnomah County Corrections Officers Association (MCCOA), as amended and extended through June 30, 1998.

8/7/98 ORIGINALS to Darrell Murray

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT
MANAGER: Shickie Gates

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Board Clerk @ 248-3277

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Department of Support Services (Labor Relations Division)

DATE: July 29, 1998

RE: In the matter of the ratification of terms for settlement of a class action overtime grievance and related claims, including ratification of necessary conditional contract amendments to the 1992-95 collective bargaining agreement between Multnomah County and the Multnomah County Corrections Officers Association (MCCOA), as amended and extended through June 30, 1998.

1. **Recommendation/Action Requested:** Ratify the proposed Master Compromise Settlement, Release Agreement, and Contract Amendments.
2. **Background/Analysis:** In 1986, as a result of a U.S. Supreme Court ruling, the Fair Labor Standards Act (FLSA) was applied to local governments for the first time. This law requires employers to pay employees one and one-half times the employee's "regular rate" of pay for time worked in excess of 40 hours in a workweek.

The "regular rate," on which overtime is based, must be calculated using a *weekly* averaging formula specified in the FLSA. Multnomah County was already paying time and one-half for hours worked; however, overtime rates were based on a *daily* determination of the regular rate, consistent with existing labor contracts.

In some instances this daily formula resulted in payments that were slightly greater than those required by the FLSA. In a larger number of instances the daily calculation produced a payment slightly lower than the amount owed under the FLSA. With the new software in place, the County is in compliance with federal law but not with all existing labor contracts.

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County managers and lawyers, lawyers for the plaintiffs, and the County's unions have been involved in discussions concerning how best to remedy the County's past FLSA violations while ensuring compliance with the labor contracts requirements. The current tentative settlement came out of these discussions.

The settlement arranges for certain employees affected by the payroll problem who are represented by AFSCME, Local 88 and the Oregon Nurses Association to

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The settlement also modifies current labor agreements so that no further liability accrues. The affected unions will waive all existing and potential claims for related contract violations.

3. **FINANCIAL IMPACT:** According to the County's Budget & Quality Division, the one-time-only payments will cost approximately \$112,000. The annual cost for payments over the next five years is estimated at approximately \$100,000. Over five years, total cost will be approximately \$612,000. This is roughly equivalent to the County's estimated cost if the legal issues were litigated and actual damages determined and paid .
4. **LEGAL ISSUES:** There exist no legal impediments to the requested action. However, the settlement will not be final and binding until 97% of the affected class of individual employees agree to the negotiated terms and submit the required release forms.
5. **CONTROVERSIAL ISSUES:** None.
6. **LINK TO CURRENT POLICIES:** This settlement conforms the County's payroll practices to contract and law.
6. **CITIZEN PARTICIPATION:** N/A.
7. **OTHER GOVERNMENT PARTICIPATION:** The statutory issues were initially filed in Oregon State Court. This office contacted the Bureau of Labor And Industries concerning their possible involvement in the matter. However, their Technical Assistance Office indicated that it would not intervene in light of the pending litigation, so as to not interfere with choice of forum.

**MASTER COMPROMISE SETTLEMENT, RELEASE AGREEMENT, AND
CONTRACT AMENDMENTS**

ARTICLE A

Parties

This Settlement Agreement (hereafter "Master Settlement Agreement") is between Multnomah County, Oregon (hereafter "County") and the Multnomah County Corrections Officers Association (hereafter "Association"). The parties agree as follows:

ARTICLE B

Purpose

The purposes of this Master Settlement Agreement include:

1. Resolving all actual and potential claims against the County by the Association for any breach of state or federal wage-hour or overtime laws or the wage, premium pay or overtime provisions of the 1991-94 County-Association collective bargaining agreement as amended and extended through June 30, 1998, based in each case on events occurring during the period July 1, 1993 to the date this settlement is implemented and related to apparent differences between the manner in which various pay rates should have been determined at law or collective bargaining agreement and the manner in which the County's payroll system software actually determined such payments;
2. providing members of the bargaining unit with a time-limited remedy for any retroactive liability that the County may have for said breach(es);
3. ensuring that the county's future overtime calculation practices comply with the collective bargaining agreement, the Fair Labor Standards Act and parallel state laws; and
4. Facilitating resolution of individual claims in the manner provided by the individual compromise settlement and release agreement attached hereto and hereafter referred to as Exhibit A.

ARTICLE C

Amendments To The Collective Bargaining Agreement

Section One. Except as provided in Article E below or Section G of Exhibit A, Article 16, section 5 of the 1992-95 collective bargaining agreement between the County and Union, as amended and extended through June 30, 1998, is hereby amended to read:

"5. Overtime. Except for the fifteen (15) minute briefing period, ~~time and one-half (1½)~~ **one and five hundred thirty-five one thousandths (1.535)** times the

employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

- (a) All authorized work performed in excess of eight (8) hours in any work day.
- (b) All authorized work performed in excess of forty (40) hours in any work week.
- (c) Overtime work shall be considered all work performed fifteen (15) minutes after the end of a normal shift, and all time over fifteen (15) minutes shall be considered one half ($\frac{1}{2}$) hour for pay purposes.
- (d) All authorized work performed on the first day following the normal work week shall be paid at the rate of ~~time and one half ($\frac{1}{2}$)~~ **one and five hundred thirty-five one thousandths (1.535)** times the employee's regular rate.
- (e) All authorized work performed on the second day following the normal work week shall be paid for at the rate of two (2) times the employee's regular rate, provided that the employee has worked such overtime as was offered him/her in the first day following the normal work week. In no case shall double time apply to a day declared a State of Emergency by the Governor or the Multnomah County Chair."

Section Two. Except as provided in Article E below or Section G of Exhibit A, Article 16, section 6 of the 1992-95 collective bargaining agreement between the County and Union, as amended and extended through June 30, 1998, is hereby amended to read:

"6. Court Time. Whenever an employee is required to appear in court outside his/her regularly scheduled shift, he/she shall be compensated for such time at the rate of ~~time and one half ($\frac{1}{2}$)~~ **one and five hundred thirty-five one thousandths times** the regular hourly rate for all time spent in such court appearance, with a minimum of four (4) hours' compensation at the overtime rate. This minimum guarantee shall not be applicable to court time which includes an extension directly prior to or immediately after the employee's regularly assigned shift."

Section Three. Except as provided in Article E below or Section G of Exhibit A, Article 8, section 1, second paragraph, of the 1992-95 collective bargaining agreement between the County and Union, as amended and extended through June 30, 1998, is hereby amended to read:

"If an employee is scheduled to work New Years Day, Independence Day,

Thanksgiving Day or Christmas Day and has no remaining personal holidays, he or she shall be paid ~~time and one-half (1½)~~ **one and five hundred thirty-five one thousandths (1.535) times his or her** regular rate for working the holiday. If the employee has remaining personal holidays, he or she may either (a) designate and charge such work day as a personal holiday and be paid at the rate of two (2) and one-half (2½) times the regular rate or (b) opt to be paid one and ~~one-half five~~ **hundred thirty-five one thousandths (1.535) times the employee's** regular rate, and use his or her remaining personal holidays at a later time."

Section Four. Except as provided in Article E below or Section G of Exhibit A, Article 8, section 4, first paragraph, of the 1992-95 collective bargaining agreement between the County and Union, as amended and extended through June 30, 1998, is hereby amended to read:

"4. Unused Holidays. Personal holidays do not accrue on the same basis as vacations. Personal holidays which have not been used by June 30 of the fiscal year shall be paid off at the rate of ~~overtime (1½)~~ **pay one and five hundred thirty-five one thousandths (1.535) times the employee's** regular rate of pay, for each unused holiday that was requested but not granted, except New Years Day, Independence Day, Thanksgiving Day, or Christmas Day. Unused holidays which were not requested shall be paid off at the straight time rate."

Section Five. Except as provided by Article E below or Section G of Exhibit A, new Section 12 shall be added to Article 21, General Provisions, of the 1992-95 collective bargaining agreement between the parties, as amended and extended through June 30, 1998, to read as follows:

"The Union agrees to appoint a representative to serve on a standing county-wide Payroll/Time keeping System labor-management committee which shall meet with the Finance Division's Payroll Supervisor and other relevant managers to discuss in advance any major change in the payroll or timekeeping system which would be applicable to members of the union's bargaining unit. A "major change" includes but is not limited to such changes as those needed to implement new or structurally modified benefits or wage categories managed through the payroll system, programming changes, and changes in check stubs or deposit advice. The purposes of such committee shall be to assist in identifying in advance potential technical problems that might interfere with the efficient and effective introduction of the planned change, any adverse impacts such change might have on employees and available means for ameliorating such impacts, and other changes that might improve the payroll and time keeping systems."

Section Six. Except as provided in Article E below or section G of Exhibit A, the following shall be added as a new section 15 of Article 16 of the 1992-95 collective

bargaining agreement between the parties, as amended and extended through June 30, 1998:

“The parties acknowledge that the historically long-standing time and one-half (1½) overtime factor has been replaced by a factor of 1.535 times the employee’s base pay to remedy alleged violations of the Fair Labor Standards Act and the collective bargaining agreement associated with the County payroll system’s alternate non-compliance with the “regular rate” basis for overtime in the FLSA and the contractual basis for calculating overtime. The Master Settlement Agreement (hereinafter “Master Settlement Agreement”) resolving that dispute between the parties is premised on the parties’ assumption that within five (5) years following implementation of that Master Settlement Agreement, the increased overtime factor will pay employees an amount approximately equal to the amount of retroactive liability that the County may have for past violations while ensuring prospective compliance with the law. However, the County may unilaterally and uniformly increase the basic overtime factor contained in the parties’ collective bargaining agreement to an amount in excess of one and five hundred thirty-five one thousandths (1.535) times the employee’s regular rate of pay, including achievement incentive pay but excluding all other categories of premium pay, if it deems such action necessary to comply with law. Section C (3) of the Individual Agreement attached as Exhibit A to the Master Settlement Agreement shall govern the manner in which that overtime factor may be reduced. The County will follow required collective bargaining procedures prior to any reduction in the overtime factor. If the overtime factor is reduced below one and five hundred thirty-five one thousandths (1.535) times the employee’s regular rate of pay, including achievement incentive pay but excluding all other categories of premium pay, within five (5) years immediately following the date said Master Settlement Agreement becomes effective in accordance with Article E of that Master Settlement Agreement, then employees who signed the Individual Agreement attached thereto as Exhibit A may, within the applicable statute of limitations or one hundred eighty (180) days of such action, whichever is longer, file claims waived in said individual agreement or claims described in Article B(1) of the Master Settlement Agreement, and the County shall be deemed to have waived the statute of limitations and any other time-bar related defense in connection such claims.

Section Seven. Except as provided by Article E below or Section G of Exhibit A, the following shall be added as new section 16 of Article 16 of the 1992-95 collective bargaining agreement between the parties, as amended and extended through June 30, 1998:

"16. Premium pay and total gross pay for members of the Association's bargaining unit will be calculated in the following mathematically expressed sequence until such time as a change is effected in accordance with law and this collective bargaining agreement, including any duty to bargain with the Association which may exist at that time:

**First: Employee's base wage (e.g. \$18.70)
 + Employee's Achievement Incentive (e.g. 7%)
 = "n" (e.g. \$20 per hour)**

("n" is the "regular rate" referred to in this collective bargaining agreement.)

**Second: All other percentage based premiums except
 percentage based shift differential*
 x "n"
 = "n1" (e.g. \$20 per hour x 5% Trainer pay = \$1 per
 hour; \$20 per hour x 3% other premium = \$0.60 per
 hour.
 Total premium = \$1.60 per hour = "n1".**

**Third: ("n" + "n1")
 x Employee's Percentage Based Shift Differential
 = "n2" (e.g. \$21.60 x 3% = \$0.65 per hour shift pay).**

**Fourth: "n" + "n1" + "n2" = total gross pay for non-overtime
 hours (e.g. \$20 + \$1.60 + \$0.65 = \$22.25 per hour).**

NOTE: Ordinary overtime is calculated by multiplying n by 1.535, and n1 and n2 are added to the resulting amount to determine total pay (e.g. \$20 x 1.535 = \$30.70 [n1] = total overtime rate; then add \$1.60 [n2] + \$0.65 [n3] = \$32.95 total rate per hour.

Section Eight. Except as provided by Article E below or Section G of Exhibit A, the following shall be added as new Article 17, section 17 of the 1992-95 collective bargaining agreement between the parties, as amended and extended through June 30, 1998:

"Employees regularly assigned a dog as part of a canine assignment and who are assigned responsibility for care, feeding and maintenance of the dog during what would otherwise be off duty hours shall be paid five (5) hours of overtime at the rate of one and five hundred thirty five one-thousandths (1.535) times the employee's regular rate of pay for each full week the employee is so assigned.

Payment for such assignments lasting less than a full week shall be prorated so long as it encompasses such 'off-duty' time."

ARTICLE D

Individual Agreements And Effect On This Master Settlement Agreement

Section One. Within thirty (30) days after this Master Settlement Agreement is signed by the parties, the County shall mail a copy of Exhibit A to each permanent employee who, on the date this Master Settlement Agreement is signed, occupies a budgeted position in an Association-represented classification listed in Section F(1)(b) of Exhibit A.

Section Two. After the signing of this Master Settlement Agreement by the parties hereto and confirmation from the County that the terms of Article E, Section One of the Master Settlement Agreement have been fully satisfied, the Union shall cause dismissal of Oregon Circuit Court Case No. 960906796 by the named plaintiffs and any other similar claim they have pending against the County in any forum and shall request all bargaining unit members to dismiss any claim dealing with similar subject matter they have pending against the County. If the union and bargaining unit members do not promptly and successfully cause dismissal of all such claims, this Master Settlement Agreement shall not become final or binding, as provided in Article E below. Such dismissed cases may not be re-filed, except as provided by the amendment to the collective bargaining agreement between the parties as set out in Article C, Section Six of this Master Settlement Agreement, or as provided in Sections F(2) or G of Exhibit A. This agreement shall supersede any tolling agreement entered into during the negotiation of this Master Settlement Agreement.

ARTICLE E

Effective Date, Effect On Successor Agreement, And Integration Clause

Section One. No portion of this Master Settlement Agreement shall become final or binding on any party hereto until and unless the Association, the County's other affected unions (AFSMCE Local 88 on behalf of Groupworker and General Employee units, ONA, MCDSA, IUOE Local 701, and IBEW Local 48) have signed Master Settlement Agreements concerning the general subject of this Agreement, the terms of Section F of Exhibit A have been timely met in all respects, including the requirement that ninety-seven percent (97%) of affected employees in all classifications listed in Section F(1)(b) timely execute and deliver Exhibit A to the County's Labor Relations Division. The County Labor Relations Manager or his or her designee may waive the requirement that all of the above-referenced bargaining agents sign Master Settlement Agreements as a condition of this agreement becoming final and binding if, in his or her judgment, such waiver would not substantially defeat the overall objective of obtaining repose on claims covered by the Master Settlement Agreements or the Exhibit A attached thereto. The Labor Relations Division shall inform the Association within ten (10) days after the conclusion of the period in which employees may timely return the signed Exhibit A

whether, in its opinion, the condition precedent has been satisfied and of any waiver action pursuant to this Section.

Section Two. In addition, this Master Settlement Agreement shall not be binding on the County if the Association, all other affected County bargaining agents identified in Article E(1) above, and their bargaining unit members do not successfully cause the dismissal of all claims pending by them similar to those described in Article D, Section Two of this Master Settlement Agreement, including but not limited to Oregon Circuit Court Case No.960906796; PROVIDED, that the County's Labor Relations Manager or his or her designee may waive the requirement that a bargaining agent listed in this Article or a bargaining unit member represented by a bargaining agent must dismiss a pending or potential claim if, in the judgment of the Labor Relations Manager or his or her designee, to do so would not substantially defeat the objective of obtaining repose on claims addressed by the Master Settlement Agreements or Exhibit A attached thereto. The Labor Relations Division shall promptly advise the union of any such waiver.

Section Three. The conditions set out in Sections One and Two of this article are conditions precedent. If they are not timely satisfied, this Master Settlement Agreement shall not be final or binding and shall be null and void. If the conditions precedent to making the Master Settlement Agreement final and binding are met, the amendments to the 1992-95 collective bargaining agreement (as amended and extended through June 30, 1998) provided in this Master Settlement Agreement shall be prospectively incorporated in and supercede any conflicting or inconsistent terms of the successor to said collective bargaining agreement .

Section Four. The County may, by written notice to the Association, prospectively nullify this Master Settlement Agreement if conditions permitting withdrawal set out in section G of Exhibit A occur.

Section Five. This written instrument constitutes the entire Master Settlement Agreement between the parties.

ARTICLE F

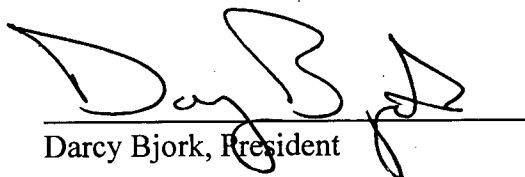
Attorney Fees

Within thirty (30) days after this agreement becomes final and binding, the County shall pay the firm Bennett, Hartman, Reynolds & Wiser, of Portland, Oregon, the sum of twenty one thousand dollars (\$22,000) as its fee for representation services provided in connection with Circuit Court Case No. 960906796 through November 5, 1997. The firm may claim additional payment of up to four thousand dollars (\$4,000), based on the hourly rate normally charged by the firm to the Association for advice and other services rendered to the Association in the explanation of the terms of this Master Settlement Agreement and Exhibit A to members of the bargaining unit prior to its approval by the bargaining unit. Such claim shall be accompanied by documentation sufficient to


establish the validity of such claim. Such claim and documentation must be submitted no later than December 31, 1998. Payment shall be made within thirty (30) days after presentation of the required documentation.

Done this day, AUGUST 6, 1998.

For the Association:


Darcy Bjork, President

For the Multnomah County Board of
County Commissioners:


Beverly Stein, Chair
For the Sheriff of Multnomah County,
Oregon:


Dan Noelle, Sheriff

Reviewed:
THOMAS SPONSER, COUNTY
COUNSEL FOR MULTNOMAH
COUNTY, OREGON:

Negotiated:

By 
Assistant County Counsel

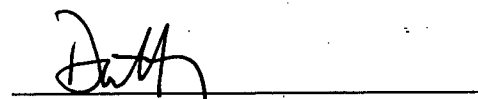

Darrell Murray
Deputy Labor Relations Manager

EXHIBIT A

INDIVIDUAL COMPROMISE
SETTLEMENT AND RELEASE AGREEMENT

A. Parties

This Settlement and Release Agreement (hereafter "Agreement" or "this Agreement") is between Multnomah County, Oregon (hereafter "County") and _____ (hereafter "Employee"). The parties agree as follows:

B. General Purpose

The purpose of this Agreement is to settle all claim(s), except for undiscovered clerical errors, which the Employee may have against the County for breach of the collective bargaining agreement, state or federal wage-hour or overtime laws, occurring between July 1, 1993 and the date this agreement becomes binding under section F below, arising out of the County's use of payroll system software which did not uniformly comply with the Fair Labor Standards Act's (FLSA's) base "regular rate" requirement for overtime calculation purposes or the 1996-97 transition from that system to a new payroll system (commonly referred to as the "TESS" system) which did comply with the FLSA but did not uniformly comply with the contractual basis for calculating overtime.

C. What The County Gives The Employee Under This Agreement

1. **Modified Overtime Rate.** The County will replace the existing time and one-half (1.5) overtime rate applicable within the employee's bargaining unit with an increased overtime rate equal to one point five three five (1.535) times the employee's straight time base rate (base rate x 1.535). The "base rate" includes achievement incentive pay but excludes all other premium pay. This modified overtime rate is calculated to insure that the Employee will not receive less and in some cases will receive more overtime pay than the Employee would otherwise be entitled to receive under the federal FLSA.
2. **When The Modified Overtime Rate Will Be Implemented.** The modified overtime factor will be prospectively implemented not later than April 1, 1998 or within ninety (90) days after this agreement becomes final and binding pursuant to Section F below, whichever is later. Thereafter, the employee's deposit advice form or paycheck stub shall reflect the same overtime rate for all hours that would have been paid as time and one half prior to the implementation of this agreement. However, if subsequent changes in law occur that would require multiple overtime rates applicable for such

hours, the County may immediately conform with the law and report the multiple rates on the paycheck stub or deposit advice form.

3. How The Modified Overtime Factor May Be Changed. The County may reduce the modified overtime factor or alter the manner in which overtime is reported on the check stub or deposit advice, subject to the requirements of state or federal law. This paragraph does not relieve the County of any duty to negotiate with Employee's exclusive bargaining representative under Oregon law.
4. What The Employee Can Do If the Modified Overtime Factor Is Reduced. If the modified overtime factor implemented under Subsection 1 above is reduced during the five (5) years immediately following its implementation, the Employee shall, within one hundred eighty (180) days after such action, be entitled to file claims against the County falling into either of the following categories: (a) claims based on alleged breach of state or federal wage-hour and overtime laws occurring between July 1, 1993 and the date the modified overtime factor was implemented or (b) claims based on alleged breach of the collective bargaining agreement between March 1, 1996 and the date the modified overtime factor was implemented. In either case such claims must be within the scope of claims described in Section B above. If this happens, the County will waive any time-bar defenses on such claims and the Employee shall be entitled to pray for all damages he or she could have sought under the applicable law as it existed on July 1, 1996. However, payments made under the modified overtime rate which exceed those that the employee would have otherwise received under the applicable law or contract provision shall be offset against the County's liability, if any, on such claims.
5. What The Employee Receives If The Employee Terminates From County Employment Within Five (5) Years After Implementation Of The Modified Overtime Factor. If the Employee's County employment is voluntarily or involuntarily terminated within five (5) years after implementation of the modified overtime and the employee was last hired by the County on or before July 1, 1993, the employee shall receive a one-time-only lump sum payment at the time of termination equal to the number of full calendar months remaining in the five (5) year period at the date of the employee's termination multiplied by five dollars (\$5.00). For example, if the employee terminates with thirty (30) months remaining in the five (5) year period, the lump sum payment at termination under this Agreement will be one hundred fifty dollars (\$150.00). If the terminating employee was hired after July 1, 1993 this amount shall be reduced by two percent (2.0%) for each full month between July 1, 1993 and the date of hire. Upon payment under this section, the County shall be deemed to have fully satisfied its obligations to the Employee. For purposes of this section, if a merger, consolidation, or other large scale transfer of employees by intergovernmental agreement between Multnomah County and the City of Portland occurs which, in the judgment of the County, necessitates the adoption of a different payroll system than that in effect prior to the merger, consolidation or

intergovernmental transfer, such event shall be treated as a termination event and payoff shall occur accordingly.

D. What The County Receives From The Employee

In exchange for the rights and benefits that this Agreement confers on the Employee, the Employee releases the County from all further liability for any claim related to the circumstances described in Article B above which the Employee filed or might have filed against the County alleging a breach of the overtime provisions of the County-MCCOA collective bargaining agreement, state or federal wage-hour or overtime laws occurring between July 1, 1993 and the date the revised overtime rate above is implemented, except for state or federal wage-hour or overtime claims arising from clerical errors not discovered as of the date this settlement agreement becomes binding. If the Employee has any such claim pending in any forum at the time this Agreement is signed, the Employee shall cause such claim to be immediately dismissed. This release shall be null and void if the County reduces the modified overtime factor during the five (5) years immediately following its implementation unless the employee's County employment has terminated and the employee has received payment as provided in section C(5) above. **The Employee acknowledges that he or she has had the opportunity to confer with an attorney and the Association, as Employee deemed appropriate, in connection with this settlement and release agreement. The employee further acknowledges that the County encouraged the Employee to do so to ensure understanding of the Employee's rights under the law and collective bargaining agreement.**

E. Entire Agreement

This written Agreement is the entire Agreement between the County and the Employee.

F. When This Agreement Becomes Binding

1. This writing represents a conditional offer by the County that will not be deemed accepted by the Employee or binding on either party until and unless:
 - a. it is signed by the Employee and delivered to the County Labor Relations Division within sixty (60) days after the date this agreement is first delivered to the Employee or his or her last home address listed in the employee's personnel file maintained in the Employee Services Division, Department of Support Services (or within an extension period authorized by the County pursuant to section 2 below), and
 - b. not less than ninety-seven (97%) percent of all regular County employees occupying regular budgeted positions in the following County job classifications, sub-classifications, and work units have signed and delivered

similar agreements to the Labor Relations Division within the same sixty (60) day time period referenced in paragraph (a) of this subsection (1):

- Corrections Officer (Corrections Deputy)
- Corrections Supervisor (Sergeant)
- Deputy Sheriff (Law Enforcement Deputy)
- Sergeant (Law Enforcement)
- Facilities Maintenance Worker (Including Leads)
- Probation/Parole Officer (Including Leads)
- Nurse Practitioner (regularly assigned to Corrections Health for any duration in excess of seven days beginning on or after October 1, 1994)
- Community Health Nurse (regularly assigned to Corrections Health for any duration in excess of seven days beginning on or after October 1, 1994)
- Licensed Practical Nurse (regularly assigned to Corrections Health for any duration in excess of seven days beginning on or after October 1, 1994)
- Juvenile Custody Services Specialist (including Leads)
- Juvenile Custody Services Specialist Supervisor
- MCSO Records Technician
- MCSO Records Technician Supervisor
- Truck Driver
- Maintenance Worker (including Leads)
- Equipment/Property Technicians (including Leads)
- Facility Security Officer (including Leads)

- c. The Master Settlement Agreement between the County and the Multnomah County Corrections Officer Association becomes final and binding; and,
 - d. The Chair of the Board of County Commissioner signs the agreements.
2. If the conditions set out in subsection 1 of this section are not fully satisfied within sixty (60) days following the date this agreement is first delivered to the Employee or his or her last home address as described above, the offer and acceptance underlying this agreement shall be null and void; PROVIDED, that the County's Labor Relations Manager (or his or her designee) may extend the sixty (60) day period by up to one hundred eighty (180) additional days by written notice to the employee's bargaining agent. If this provision operates to nullify this agreement, the County agrees that the categories of claims from which the employee released the County as described in article D above may be brought within the statutory time limit or within one hundred eighty (180) days after the county delivers notice to the Employee or his or her address that this subsection 2 has operated to nullify the agreement; whichever is longer. Notice to the employee under this provision shall be to the employee's most recent home address reflected at the time of mailing in the

employee's personnel file maintained in the Employee Services Division, Department of Support Services.

G. Withdrawal From Agreement

The County may unilaterally elect to withdraw from this agreement if (a) more than two percent (2%) of the employees in the classifications listed in Section F(1)(b) who have signed this or a similar release on the same subject attempt to repudiate such release after it becomes effective, or (b) the government of the State of Oregon or of the United States of America initiates independent action to require, or if any court thereof requires, the County to pay any amount owed that is the subject of this agreement to the employee in a manner, amount or at a time different than that provided in this agreement. If this happens, the employee may within one hundred eighty (180) days after such withdrawal by the County initiate claims of the type described in Section C (4) above, and payments made by the County to Employee under this agreement shall be similarly offset against any liability it has on such claims.

This Agreement is made this day, _____, 199_____.

The Employee:

For Multnomah County:

Beverly Stein, Chair
Board of County Commissioners

Reviewed: Thomas Sponsler
County Counsel for Multnomah
County, Oregon

By _____

MEETING DATE AUG 06 1998
AGENDA #: R-6
ESTIMATED START TIME: 10:02

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Settlement Agreements/Class Grievance & Related Claims

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, August 6, 1998
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Support Services DIVISION: Labor Relations

CONTACT: Darrell Murray TELEPHONE #: 248-5135, ext. 22595
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

In the matter of the ratification terms for settlement of a class action overtime grievance and related claims, including ratification of necessary conditional amendments to the 1992-95 collective bargaining agreement between Multnomah County and the Multnomah County Deputy Sheriffs Association (MCDSA), as amended and extended through June 30, 1998.

8/7/98 originals to Darrell Murray
SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT
MANAGER: Vickie Gates

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Board Clerk @ 248-3277

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Department of Support Services (Labor Relations Division)

DATE: July 29, 1998

RE: In the matter of the ratification of terms for settlement of a class action overtime grievance and related claims, including ratification of necessary conditional contract amendments to the 1992-95 collective bargaining agreement between Multnomah County and the Multnomah County Deputy Sheriffs Association (MCDSA, as amended and extended through June 30, 1998.

1. **Recommendation/Action Requested:** Ratify the proposed Master Compromise Settlement, Release Agreement, and Contract Amendments.
2. **Background/Analysis:** In 1986, as a result of a U.S. Supreme Court ruling, the Fair Labor Standards Act (FLSA) was applied to local governments for the first time. This law requires employers to pay employees one and one-half times the employee's "regular rate" of pay for time worked in excess of 40 hours in a workweek.

The "regular rate," on which overtime is based, must be calculated using a *weekly* averaging formula specified in the FLSA. Multnomah County was already paying time and one-half for hours worked; however, overtime rates were based on a *daily* determination of the regular rate, consistent with existing labor contracts.

In some instances this daily formula resulted in payments that were slightly greater than those required by the FLSA. In a larger number of instances the daily calculation produced a payment slightly lower than the amount owed under the FLSA. With the new software in place, the County is in compliance with federal law but not with all existing labor contracts.

In mid-1996, several employees filed a class action lawsuit against the County seeking damages and an accounting of amounts due. Related grievances also arose under the labor contracts.

County managers and lawyers, lawyers for the plaintiffs, and the County's unions have been involved in discussions concerning how best to remedy the County's past FLSA violations while ensuring compliance with the labor contracts requirements. The current tentative settlement came out of these discussions.

The settlement arranges for certain employees affected by the payroll problem who are represented by AFSCME, Local 88 and the Oregon Nurses Association to

receive one-time-only lump sum payments of \$300. Employees represented by the Corrections Officers Association, Deputy Sheriffs Association, and several crafts unions will receive payments over the next five years until existing retroactive liability is fully repaid.

The settlement also modifies current labor agreements so that no further liability accrues. The affected unions will waive all existing and potential claims for related contract violations.

3. **FINANCIAL IMPACT:** According to the County's Budget & Quality Division, the one-time-only payments will cost approximately \$112,000. The annual cost for payments over the next five years is estimated at approximately \$100,000. Over five years, total cost will be approximately \$612,000. This is roughly equivalent to the County's estimated cost if the legal issues were litigated and actual damages determined and paid .
4. **LEGAL ISSUES:** There exist no legal impediments to the requested action. However, the settlement will not be final and binding until 97% of the affected class of individual employees agree to the negotiated terms and submit the required release forms.
5. **CONTROVERSIAL ISSUES:** None.
6. **LINK TO CURRENT POLICIES:** This settlement conforms the County's payroll practices to contract and law.
6. **CITIZEN PARTICIPATION:** N/A.
7. **OTHER GOVERNMENT PARTICIPATION:** The statutory issues were initially filed in Oregon State Court. This office contacted the Bureau of Labor And Industries concerning their possible involvement in the matter. However, their Technical Assistance Office indicated that it would not intervene in light of the pending litigation, so as to not interfere with choice of forum.

**MASTER COMPROMISE SETTLEMENT, RELEASE AGREEMENT AND
CONTRACT AMENDMENTS**

**ARTICLE A
Parties**

This Settlement Agreement (hereafter "Master Settlement Agreement") is between Multnomah County, Oregon (hereafter "County") and the Multnomah County Deputy Sheriffs Association (hereafter "Association"). The parties agree as follows:

**ARTICLE B
Purpose**

The purposes of this Master Settlement Agreement include:

1. Resolving all actual and potential claims against the County by the Association for any breach of state or federal wage-hour or overtime laws or the wage, premium pay or overtime provisions of the 1991-94 County-Association collective bargaining agreement as amended and extended through June 30, 1998, based in each case on events occurring during the period July 1, 1993 to the date this settlement is implemented and related to apparent differences between the manner in which various pay rates should have been determined at law or collective bargaining agreement and the manner in which the County's payroll system software actually determined such payments;
2. providing members of the bargaining unit with a time-limited remedy for any retroactive liability that the County may have for said breach(es);
3. ensuring that the county's future overtime calculation practices comply with the collective bargaining agreement, the Fair Labor Standards Act and parallel state laws; and
4. facilitating the resolution of individual claims in the manner provided by the individual compromise settlement and release agreement attached hereto and hereafter referred to as Exhibit A.

ARTICLE C
Amendments To The Collective Bargaining Agreement

Section One. Except as provided in Article E below or Section G of Exhibit A, Article 16, section F of the 1992-95 collective bargaining agreement between the County and Association, as amended and extended through June 30, 1998, is hereby amended to read:

"5. Overtime. ~~Time and one-half (1½)~~ One and five hundred fifty-five one thousandths (1.55) times the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

(1) All authorized work performed in excess of eight (8) hours in any work day for employees on a five (5) day shift, and in excess of ten (10) hours in any work day for employees working four (4) ten (10) hour shifts per week.

(2) All authorized work performed in excess of forty (40) hours in any work week.

(3) All authorized work performed on the first day following the normal work week shall be paid at the rate of ~~time and one-half (1½)~~ **one and five hundred fifty-five one thousandths (1.55) times the employee's regular rate.**

(4) All authorized work, including any court appearances, performed on the second day (or the third day on a four-ten (4-10) work week, following the normal work week shall be paid for at the rate of two (2) times the employee's regular rate, provided the employee has worked on the first day of the weekend (or the first and second days on four-ten (4-10) work week). The double time rate shall not apply to a day declared a state of emergency by the Governor or the Sheriff."

Section Two. Except as provided in Article E below or Section G of Exhibit A, a new Section L shall be added to Article 21, General Provisions, of the 1992-95 collective bargaining agreement between the parties, as amended and extended through June 30, 1998, to read as follows:

"The Association agrees to appoint a representative to serve on a standing county-wide Payroll/Time keeping System labor-management committee which shall meet with the Finance Division's Payroll Supervisor and other relevant managers to discuss in advance

any major change in the payroll or timekeeping system which would be applicable to members of the Association's bargaining unit. A "major change" includes but is not limited to such changes as those needed to implement new or structurally modified benefits or wage categories managed through the payroll system, programming changes, and changes in check stubs or deposit advice. The purposes of such committee shall be to assist in identifying in advance potential technical problems that might interfere with the efficient and effective introduction of the planned change, any adverse impacts such change might have on employees and available means for ameliorating such impacts, and other changes that might improve the payroll and time keeping systems."

Section Three. Except as provided in Article E below or Section G of Exhibit A, the following shall be added as a new section P of Article 16 of the 1992-95 collective bargaining agreement between the parties, as amended and extended through June 30, 1998:

"P. The parties acknowledge that the historically long-standing time and one-half (1½) overtime factor has been replaced by a factor of 1.55 times the employee's base pay to remedy alleged violations of the Fair Labor Standards Act and the collective bargaining agreement associated with the County payroll system's alternate non-compliance with the "regular rate" basis for overtime in the FLSA and the contractual basis for calculating overtime. The Master Settlement Agreement resolving that dispute between the parties is premised on the parties' assumption that within five (5) years following implementation of that Master Settlement Agreement, the increased overtime factor will pay employees an amount approximately equal to the amount of retroactive liability that the County may have for past violations while ensuring prospective compliance with the law. However, the County may unilaterally and uniformly increase the basic overtime factor contained in the parties' collective bargaining agreement to an amount in excess of one and five hundred fifty-five one hundredths (1.55) times the employee's regular rate of pay, including achievement incentive and longevity pay but excluding all other categories of premium pay, if it deems such action necessary to comply with law. Section C (3) of the Individual Agreement attached as Exhibit A to the Master Settlement Agreement dated _____ between the parties shall govern the manner in which that overtime factor may be reduced. The County will follow required collective bargaining procedures prior to any reduction in the overtime factor. If the overtime factor is reduced below one and five hundred fifty-five one thousandths (1.55) times the

employee's regular rate of pay, including achievement incentive pay but excluding all other categories of premium pay, within five (5) years immediately following the date said Master Settlement Agreement becomes effective in accordance with Article E of that Master Settlement Agreement, then employees who signed the Individual Agreement attached thereto as Exhibit A may, within the applicable statute of limitations or within one hundred eighty (180) days of such action, whichever is later, file claims waived in said Individual Agreement or claims described in Article B(1) of the Master Settlement Agreement, and the County shall be deemed to have waived the statute of limitations and any other time-bar related defense in connection such claims.

Section Four. Except as provided by Article E below or Section G of Exhibit A, the following shall be added as new section Q of Article 16 of the 1992-95 collective bargaining agreement between the parties, as amended and extended through June 30, 1998:

"Q. Premium pay and total gross pay for members of the Association's bargaining unit will be calculated in the following mathematically expressed sequence until such time as a change is effected in accordance with law and this collective bargaining agreement, including any duty to bargain with the Association which may exist at that time:

First: **Employee's base wage (e.g. \$18.70)**
 + Employee's Achievement Incentive (e.g. 10%)
 = "n" (e.g. \$20.57 per hour)

Second: **"n"**
 + Employee's Longevity Pay (i.e. 2.5% of n)
 = "n1" (20.57 x .025 = 0.51; 20.57 + 0.51 = \$21.08
 [n1])

("n1" is the "regular rate" or "regular hourly rate" referred to in this collective bargaining agreement.)

Third: **All other percentage based premiums**
 x "n1"
 = "n2" (e.g. \$21.08 per hour x 3% Trainer pay =
 \$0.63 other premium.)

Fourth: **"n1 + "n2" = "n3" - total gross pay for non-overtime hours (e.g. \$21.08 + \$0.63 = \$21.71 per hour).**

NOTE: Ordinary overtime is calculated by multiplying "n1" by 1.55. "n2 is then added to the resulting amount to determine total pay (e.g. \$21.08 x 1.55 = \$32.67 = overtime rate. Then add + \$0.63 [n2] = \$33.30 total pay per hour.)

Section Five. Except as provided by Article E below or Section G of Exhibit A, Article 16 section N of the 1992-95 collective bargaining agreement between the parties, as amended and extended through June 30, 1998 shall be amended to read:

"N. Canine Pay. Employees regularly assigned a dog as part of a canine assignment and who are assigned responsibility for care, feeding and maintenance of the dog during what would otherwise be off duty hours shall be paid five (5) hours of overtime at the rate of ~~time and one-half one~~ **and fifty five one-hundredths (1.55) times the employee's regular rate of pay for each full week the employee is so assigned. Payment for such assignments lasting less than a full week shall be prorated so long as it encompasses such 'off-duty' time."**

ARTICLE D

Individual Agreements And Effect On This Master Settlement Agreement

Section One. Within thirty (30) days after this Master Settlement Agreement is signed by the parties, the County shall mail a copy of Exhibit A to each permanent employee who, on the date this Master Settlement Agreement is signed, occupies a budgeted position in an Association-represented classification listed in Section F(1)(b) of Exhibit A.

Section Two. After the signing of this Master Settlement Agreement by the parties hereto and confirmation from the County that the terms of Article E, Section One of the Master Settlement Agreement have been fully satisfied, the Association shall cause dismissal of any wage-hour or overtime claim against the County currently pending in any forum related to the circumstances described in Article B above and Section C (4) of Exhibit A and shall request all bargaining unit members to cause dismissal of any such claim they have pending. If such claims are not timely and successfully dismissed, this Master Settlement Agreement shall not be final or binding, as provided in Article E below. Such cases that are dismissed may not be re-filed, except as provided by the amendment to the collective bargaining agreement between the parties set out in Article C, Section Three of this Master Settlement Agreement or as provided in Sections F(2) or G of Exhibit A.

ARTICLE E
Effective Date, Successor Agreement, And Integration Clause

Section One. No portion of this Master Settlement Agreement shall become final or binding on any party hereto until and unless the Association, the County's other affected bargaining agents (MCCOA, AFSCME Local 88 Groupworker and General units, IBEW Local 48, IUOE Local 701, and ONA) have signed Master Settlement Agreements concerning the general subject of this Agreement, the terms of Section F of Exhibit A been timely met in all respects, including the requirement that ninety-seven percent (97%) of affected employees in all classifications listed in Section F(1)(b) timely execute and deliver Exhibit A to the County's Labor Relations Division. The County Labor Relations Manager or his or her designee may waive the requirement that all of the above-referenced bargaining agents sign Master Settlement Agreements as a condition of this agreement becoming final and binding if, in his or her judgment, such waiver would not substantially defeat the overall objective of obtaining repose on claims covered by the Master Settlement Agreements or the Exhibit A attached thereto. The Labor Relations Division shall inform the Association within ten (10) days after the conclusion of the period in which employees may timely return the signed Exhibit A whether, in its opinion, the condition precedent has been satisfied and of any waiver action pursuant to this Section.

Section Two. In addition, this Master Settlement Agreement shall not be binding on the County if the Association, all other affected County bargaining agents specified in E(1) above, and their respective bargaining unit members do not successfully cause the dismissal of all claims pending by them similar to those described in Article D, Section Two of this Master Settlement Agreement; PROVIDED, that the County's Labor Relations Manager or his or her designee may waive the requirement that a bargaining agent listed in this Article or a bargaining unit member represented by a bargaining agent must dismiss a pending or potential claim if, in the judgment of the Labor Relations Manager or his or her designee, to do so would not substantially defeat the objective of obtaining repose on claims addressed by the Master Settlement Agreements or Exhibit A attached thereto. The Labor Relations Division shall promptly advise the union of any such waiver.


Section Three. The conditions set out in Sections One and Two of this article are conditions precedent. If they are not timely satisfied, this Master Settlement Agreement shall not be final or binding and shall be null and void. If the conditions precedent to making the Master Settlement Agreement final and binding are met, the amendments to the 1992-95 collective bargaining agreement (as amended and extended through June 30, 1998) provided in this Master Settlement Agreement shall be prospectively incorporated in and supercede any conflicting or inconsistent terms of the successor to said collective bargaining agreement.

Section Four. The County may, by written notice to the Association, prospectively nullify this Master Settlement Agreement if conditions permitting withdrawal set out in section G of Exhibit A occur.


Section Five. This written instrument constitutes the entire Master Settlement Agreement between the parties.

Done this day, AUGUST 10, 1998.

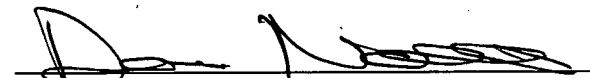
For the Association:
County Commissioners:


Karl Hutchison, President

For the Multnomah County Board of


Beverly Stein, Chair

For the Sheriff of Multnomah County,
Oregon:


Dan Noelle, Sheriff

Reviewed:
THOMAS SPONSLER, COUNTY
COUNSEL FOR MULTNOMHAH
COUNTY, OREGON:

Negotiated:

By 
Assistant County Counsel

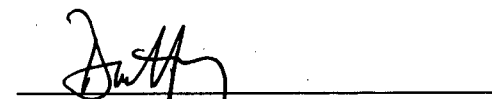

Darrell Murray
Deputy Labor Relations Manager

EXHIBIT A

INDIVIDUAL COMPROMISE SETTLEMENT AND RELEASE AGREEMENT

A. Parties

This Settlement and Release Agreement (hereafter "Agreement" or "this Agreement") is between Multnomah County, Oregon (hereafter "County") and _____ (hereafter "Employee"). The parties agree as follows:

B. General Purpose

The purpose of this Agreement is to settle all claim(s), except for undiscovered clerical errors, which the Employee may have against the County for breach of the collective bargaining agreement, state or federal wage-hour or overtime laws, occurring between July 1, 1993 and the date this agreement becomes binding under section F below, arising out of the County's use of payroll system software which did not uniformly comply with the Fair Labor Standards Act's (FLSA's) base "regular rate" requirement for overtime calculation purposes or the 1996-97 transition from that system to a new payroll system (commonly referred to as the "TESS" system) which did comply with the FLSA but did not uniformly comply with the contractual basis for calculating overtime.

C. What The County Gives The Employee Under This Agreement

1. Modified Overtime Rate. The County will replace the existing time and one-half (1.5) overtime rate applicable within the employee's bargaining unit with an increased overtime rate equal to one point five five (1.55) times the employee's straight time base rate (base rate x 1.55). The "base rate" includes achievement incentive pay and longevity pay but excludes all other premium pay. This modified overtime rate is calculated to insure that the Employee will not receive less and in some cases will receive more overtime pay than the Employee would otherwise be entitled to receive under the federal FLSA.
2. When The Modified Overtime Rate Will Be Implemented. The modified overtime factor will be prospectively implemented not later than April 1, 1998 or within ninety (90) days after this agreement becomes final and binding pursuant to Article F below, whichever is later. Thereafter, the employee's deposit advice form or paycheck stub shall reflect the same overtime rate for all hours that would have been paid as time and one half prior to the implementation of this agreement. However, if subsequent

changes in law occur that would require multiple overtime rates applicable for such hours, the County may immediately conform with the law and report the multiple rates on the paycheck stub or deposit advice form.

3. How The Modified Overtime Factor May Be Changed. The County may reduce the modified overtime factor or alter the manner in which overtime is reported on the check stub or deposit advice, subject to the requirements of state or federal law. This paragraph does not relieve the County of any duty to negotiate with Employee's exclusive bargaining representative under Oregon law.
4. What The Employee Can Do If the Modified Overtime Factor Is Reduced. If the modified overtime factor implemented under Subsection 1 above is reduced during the five (5) years immediately following its implementation, the Employee shall, within one hundred eighty (180) days after such action, be entitled to file claims against the County falling into either of the following categories: (a) claims based on alleged breach of state or federal wage-hour and overtime laws occurring between July 1, 1993 and the date the modified overtime factor was implemented or (b) claims based on alleged breach of the collective bargaining agreement between March 1, 1996 and the date the modified overtime factor was implemented. In either case such claims must be within the scope of claims described in Article B above. If this happens, the County will waive any time-bar defenses on such claims and the Employee shall be entitled to pray for all damages he or she could have sought under the applicable law as it existed on July 1, 1996. However, payments made under the modified overtime rate which exceed those that the employee would have otherwise received under the applicable law or contract provision shall be offset against the County's liability, if any, on such claims.
5. What The Employee Receives If The Employee Terminates From County Employment Within Five (5) Years After Implementation Of The Modified Overtime Factor. If the Employee's County employment is voluntarily or involuntarily terminated within five (5) years after implementation of the modified overtime and the employee was last hired by the County on or before July 1, 1993, the employee shall receive a one-time-only lump sum payment at the time of termination equal to the number of full calendar months remaining in the five (5) year period at the date of the employee's termination multiplied by five dollars (\$5.00). For example, if the employee terminates with thirty (30) months remaining in the five (5) year period, the lump sum payment at termination under this Agreement will be one hundred fifty dollars (\$150.00). If the terminating employee was hired after July 1, 1993 this amount shall be reduced by two percent (2.0%) for each full month between July 1, 1993 and the date of hire. Upon payment under this section, the County shall be deemed to have fully satisfied its obligations to the Employee. For purposes of this section, if a merger, consolidation, or other large scale transfer of employees by intergovernmental agreement between Multnomah County and the City of Portland

occurs which, in the judgment of the County, necessitates the adoption of a different payroll system than that in effect prior to the merger, consolidation or intergovernmental transfer, such event shall be treated as a termination event and payoff shall occur accordingly.

D. What The County Receives From The Employee

In exchange for the rights and benefits that this Agreement confers on the Employee, the Employee releases the County from all further liability for any claim related to the circumstances described in Section B above which the Employee filed or might have filed against the County alleging a breach of overtime provisions of the County-MCDSA collective bargaining agreement, state or federal wage-hour or overtime laws occurring between July 1, 1993 and the date the revised overtime rate above is implemented, except for state or federal overtime or wage-hour claims arising from clerical errors not discovered as of the date this settlement agreement becomes binding. If the Employee has any such claim pending in any forum at the time this Agreement is signed, the Employee shall cause such claim to be immediately dismissed. This release shall be null and void if the County reduces the modified overtime factor during the five (5) years immediately following its implementation unless the employee's County employment has terminated and the employee has received payment as provided in section C (5) above. **The Employee acknowledges that he or she has had the opportunity to confer with an attorney and the Association, as Employee deemed appropriate, in connection with this settlement and release agreement. The employee further acknowledges that the County encouraged the Employee to do so to ensure understanding of the Employee's rights under the law and collective bargaining agreement.**

E. Entire Agreement

This written Agreement is the entire Agreement between the County and the Employee.

F. When This Agreement Becomes Binding

1. This writing represents a conditional offer by the County that will not be deemed accepted by the Employee or binding on either party until and unless:
 - a. it is signed by the Employee and delivered to the County Labor Relations Division within sixty (60) days after the date this agreement is first delivered to the Employee or his or her last home address listed in the employee's personnel file maintained in the Employee Services Division, Department of Support Services, and
 - b. not less than ninety-seven (97%) percent of all regular County employees occupying regular budgeted positions in the following County job

classifications, sub-classifications, and work units have signed and delivered similar agreements to the Labor Relations Division within the same sixty (60) day time period referenced in paragraph (a) of this subsection (1):

- Corrections Officer (Corrections Deputy)
- Corrections Supervisor (Sergeant)
- Deputy Sheriff (Law Enforcement Deputy)
- Sergeant (Law Enforcement)
- Facilities Maintenance Worker (Including Leads)
- Probation/Parole Officer (Including Leads)
- Nurse Practitioner (regularly assigned to Corrections Health for any duration in excess of seven days beginning on or after October 1, 1994)
- Community Health Nurse (regularly assigned to Corrections Health for any duration in excess of seven days beginning on or after October 1, 1994)
- Licensed Practical Nurse (regularly assigned to Corrections Health for any duration in excess of seven days beginning on or after October 1, 1994)
- Juvenile Custody Services Specialist (including Leads)
- Juvenile Custody Services Specialist Supervisor
- MCSO Records Technician
- MCSO Records Technician Supervisor
- Truck Driver
- Maintenance Worker (including Leads)
- Equipment/Property Technician (including Leads)
- Facility Security Officer (including Leads)

- c. The Master Settlement Agreement between the County and the Multnomah County Deputy Sheriffs Association becomes final and binding; and,
 - d. The Chair of the Board of County Commissioner signs the agreements.
2. If the conditions set out in subsection 1 of this section are not fully satisfied within sixty (60) days following the date this agreement is first delivered to the Employee or his or her last home address as described above, the offer and acceptance underlying this agreement shall be null and void; PROVIDED, that the County's Labor Relations Manager (or his or her designee) may extend the sixty (60) day period by up to one hundred eighty (180) additional days by written notice to the employee's bargaining agent. If this provision operates to nullify this agreement, the County agrees that the categories of claims from which the employee released the County described in article D above may be brought within the statutorily prescribed time limit or within one hundred eighty (180) days after the county delivers notice to the Employee or his or her address that this section 2 has operated to nullify the agreement, whichever is longer. Notice to the employee under this provision shall be

to the employee's most recent home address reflected at the time of mailing in the employee's personnel file maintained in the Employee Services Division, Department of Support Services.

G. Withdrawal From Agreement

The County may unilaterally elect to withdraw from this agreement if (a) more than two percent (2%) of the employees in the classifications listed in Section F(1)(b) who have signed this or a similar release on the same subject attempt to repudiate such release after it becomes effective, or (b) the government of the State of Oregon or of the United States of America initiates independent action to require, or if any court thereof requires, the County to pay any amount owed that is the subject of this agreement to the employee in a manner, amount or at a time different than that provided in this agreement. If this happens, the employee may within one hundred eighty (180) days after such withdrawal by the County initiate claims of the type described in Article C (4) above, and payments made by the County to Employee under this agreement shall be similarly offset against any liability it has on such claims.

This Agreement is made this day, _____, 199_____.

The Employee:

For Multnomah County:

Beverly Stein, Chair
Board of County Commissioners

Reviewed: Thomas Sponsler
County Counsel for Multnomah
County, Oregon

By _____

MEETING DATE AUG 06 1998
AGENDA #: R-7
ESTIMATED START TIME: 10:03

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Settlement Agreements/Class Grievance & Related Claims

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, August 6, 1998
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Support Services DIVISION: Labor Relations

CONTACT: Darrell Murray TELEPHONE #: 248-5135, ext. 22595
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

In the matter of the ratification terms for settlement of a class action overtime grievance and related claims, including ratification of necessary conditional amendments to the 1992-95 collective bargaining agreement between Multnomah County and the International Brotherhood of Electrical Workers (IBEW) Local 48, as amended and extended through June 30, 1998.

8/7/98 ORIGINALS to Darrell Murray

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: Vickie Gates

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions? Call the Board Clerk @ 248-3277

98 JUL 28 PM 3:26
MULTNOMAH COUNTY
OREGON
COUNTY COMMISSIONER

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Department of Support Services (Labor Relations Division)

DATE: July 29, 1998

RE: In the matter of the ratification of terms for settlement of a class action overtime grievance and related claims, including ratification of necessary conditional contract amendments to the 1992-95 collective bargaining agreement between Multnomah County and IBEW Local 48, as amended and extended through June 30, 1998.

1. **Recommendation/Action Requested:** Ratify the proposed Master Compromise Settlement, Release Agreement, and Contract Amendments.
2. **Background/Analysis:** In 1986, as a result of a U.S. Supreme Court ruling, the Fair Labor Standards Act (FLSA) was applied to local governments for the first time. This law requires employers to pay employees one and one-half times the employee's "regular rate" of pay for time worked in excess of 40 hours in a workweek.

The "regular rate," on which overtime is based, must be calculated using a *weekly* averaging formula specified in the FLSA. Multnomah County was already paying time and one-half for hours worked; however, overtime rates were based on a *daily* determination of the regular rate, consistent with existing labor contracts.

In some instances this daily formula resulted in payments that were slightly greater than those required by the FLSA. In a larger number of instances the daily calculation produced a payment slightly lower than the amount owed under the FLSA. With the new software in place, the County is in compliance with federal law but not with all existing labor contracts.

In mid-1996, several employees filed a class action lawsuit against the County seeking damages and an accounting of amounts due. Related grievances also arose under the labor contracts.

County managers and lawyers, lawyers for the plaintiffs, and the County's unions have been involved in discussions concerning how best to remedy the County's past FLSA violations while ensuring compliance with the labor contracts requirements. The current tentative settlement came out of these discussions.

The settlement arranges for certain employees affected by the payroll problem who are represented by AFSCME, Local 88 and the Oregon Nurses Association to receive one-time-only lump sum payments of \$300. Employees represented by the

Corrections Officers Association, Deputy Sheriffs Association, and several crafts unions will receive payments over the next five years until existing retroactive liability is fully repaid.

The settlement also modifies current labor agreements so that no further liability accrues. The affected unions will waive all existing and potential claims for related contract violations.

3. **FINANCIAL IMPACT:** According to the County's Budget & Quality Division, the one-time-only payments will cost approximately \$112,000. The annual cost for payments over the next five years is estimated at approximately \$100,000. Over five years, total cost will be approximately \$612,000. This is roughly equivalent to the County's estimated cost if the legal issues were litigated and actual damages determined and paid .
4. **LEGAL ISSUES:** There exist no legal impediments to the requested action. However, the settlement will not be final and binding until 97% of the affected class of individual employees agree to the negotiated terms and submit the required release forms.
5. **CONTROVERSIAL ISSUES:** None.
6. **LINK TO CURRENT POLICIES:** This settlement conforms the County's payroll practices to contract and law.
6. **CITIZEN PARTICIPATION:** N/A.
7. **OTHER GOVERNMENT PARTICIPATION:** The statutory issues were initially filed in Oregon State Court. This office contacted the Bureau of Labor And Industries concerning their possible involvement in the matter. However, their Technical Assistance Office indicated that it would not intervene in light of the pending litigation, so as to not interfere with choice of forum.

**MASTER COMPROMISE SETTLEMENT, RELEASE AGREEMENT, AND
CONTRACT AMENDMENTS**

ARTICLE A

Parties

This Settlement Agreement (hereafter "Master Settlement Agreement") is between Multnomah County, Oregon (hereafter "County") and IBEW Local 48 (hereafter "Union"). The parties agree as follows:

ARTICLE B

Purpose

The purposes of this Master Settlement Agreement include:

1. Resolving all actual and potential claims against the County by the Union for any breach of state or federal wage-hour or overtime laws or the wage, premium pay or overtime provisions of the 1991-94 County-Union collective bargaining agreement as amended and extended through June 30, 1998, based in each case on events occurring during the period July 1, 1993 to the date this settlement is implemented and related to apparent differences between the manner in which various pay rates should have been determined at law or collective bargaining agreement and the manner in which the County's payroll system software actually determined such payments;
2. providing members of the bargaining unit with a time-limited remedy for any retroactive liability that the County may have for said breach(es);
3. ensuring that the county's future overtime calculation practices comply with the collective bargaining agreement, the Fair Labor Standards Act and parallel state laws; and
4. facilitating resolution of individual claims in the manner provided by the individual compromise settlement and release agreement attached hereto and hereafter referred to as Exhibit A.

ARTICLE C

Amendments To The Collective Bargaining Agreement

Section One. Except as provided in Article E below or Section G of Exhibit A, Article 15, section 6 of the 1992-95 collective bargaining agreement between the County and Union, as amended and extended through June 30, 1998, is hereby amended to read:

"6. Overtime. ~~Time and one-half (1½)~~ One and five thousand two hundred sixty-eight ten thousandths (1.5268) times the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

a. When scheduled to work five (5) days a week:

- (1) All authorized work performed in excess of eight (8) hours in any workday.
- (2) All authorized work performed in excess of forty (40) hours in any workweek.
- (3) All work performed on employee's sixth (6th) day shall be paid for at the rate of ~~time and one-half~~ **one and five thousand two hundred sixty-eight ten thousandths (1.5268) times the employee's regular hourly rate of pay** and the seventh (7th) day at double time rate, provided the employee has worked such overtime on the sixth (6th) day as was offered to him or her for that day.

b. When scheduled to work four (4) days a week:

- (1) All authorized work performed in excess of ten (10) hours in any workday.
- (2) All authorized work performed in excess of forty (40) hours in any workweek.
- (3) All work performed on employee's fifth (5th) day shall be paid for at the rate of ~~time and one-half~~ **one and five thousand two hundred sixty-eight ten thousandths (1.5268) times the employee's regular hourly rate of pay** and the sixth (6th) and seventh (7th) days at the double time rate, provided that the double time rate shall be paid only when the employee has
- (4) worked such overtime on the fifth (5th) day as was offered to him or her on that day. If an employee declines to work on the fifth (5th) day, the sixth (6th) day shall be paid at ~~time and one-half~~ **one and five thousand two hundred sixty-eight ten thousandths (1.5268) times the employee's regular hourly rate of pay** and the seventh (7th) day at the double-time rate.

- (5) Overtime worked shall be calculated in accordance with the uniform time charging provisions of Article 14.

Section Two. Except as provided by Article E below or Section G of Exhibit A, a new Section 16 shall be added to Article 18, General Provisions, of the 1992-95 collective bargaining agreement between the parties, as amended and extended through June 30, 1998, to read as follows:

"The Union agrees to appoint a representative to serve on a standing county-wide Payroll/Time keeping System labor-management committee which shall meet with the Finance Division's Payroll Supervisor and other relevant managers to discuss in advance any major change in the payroll or timekeeping system which would be applicable to members of the union's bargaining unit. A "major change" includes but is not limited to such changes as those needed to implement new or structurally modified benefits or wage categories managed through the payroll system, programming changes, and changes in check stubs or deposit advice. The purposes of such committee shall be to assist in identifying in advance potential technical problems that might interfere with the efficient and effective introduction of the planned change, any adverse impacts such change might have on employees and available means for ameliorating such impacts, and other changes that might improve the payroll and time keeping systems."

Section Three. Except as provided in Article E below or Section G of Exhibit A, the following shall be added as a new section 12 of Article 15 of the 1992-95 collective bargaining agreement between the parties, as amended and extended through June 30, 1998:

"The parties acknowledge that the historically long-standing time and one-half (1½) overtime factor has been replaced by a factor of 1.5268 times the employee's base pay to remedy alleged violations of the Fair Labor Standards Act and the collective bargaining agreement associated with the County payroll system's alternate non-compliance with the "regular rate" basis for overtime in the FLSA and the contractual basis for calculating overtime. The Master Settlement Agreement resolving that dispute between the parties is premised on the parties' assumption that within five (5) years following implementation of that Master Settlement Agreement, the increased overtime factor will pay employees an amount approximately equal to the amount of retroactive liability that the County may have for past violations while ensuring prospective compliance with the law. However, the County may unilaterally and uniformly increase the

basic overtime factor contained in the parties' collective bargaining agreement to an amount in excess of one and five thousand two hundred sixty-eight ten thousandths (1.5268)) times the employee's regular rate of pay, excluding premium pay, if it deems such action necessary to comply with law. The County may also reduce the overtime factor provided that it follows required collective bargaining procedures prior to such reduction.

Section Four. Except as provided by Article E below or Section G of Exhibit A, the following shall be added as new section 13 of Article 15 of the 1992-95 collective bargaining agreement between the parties, as amended and extended through June 30, 1998:

"13. Premium pay and total gross pay for members of the Union's bargaining unit will be calculated in the following mathematically expressed sequence until such time as a change is effected in accordance with law and this collective bargaining agreement, including any duty to bargain with the Union which may exist at that time:

First: Employee's base wage (e.g. \$20.00) = "n"

("n" is the "regular rate" referred to in this collective bargaining agreement.)

**Second: All percentage based premiums
 x "n"
 = "n1" (e.g. \$20 per hour x 3% Leadworker pay =
 \$0.60 per hour total premium.)**

**Third: ("n" + "n1")
 + Employee's Flat Rate Shift Differential
 = "n2" (e.g. \$20.00 + \$0.60 + swing differential
 of \$0.35 = \$20.95 total gross wage for non-
 overtime hours).**

NOTE: Ordinary overtime is calculated by multiplying n by 1.5268, and n1 and any applicable shift differential are added to the resulting amount to determine total pay (e.g. \$20 x 1.5268 = \$30.54 = overtime rate; then add \$0.60 [n1] + \$0.35 [shift differential] = \$31.49 = total pay per hour.

Section Five. Except as provided by Article E below or Section G of Exhibit A, Article 15, section 5 of the 1992-95 collective bargaining agreement between the parties, as amended and extended through June 30, 1998, is hereby amended to read as follows:

“5. Call - In Time. Any employee called to work outside his or her regular shift shall be paid for a minimum of four (4) hours at the rate of ~~time and one-half~~ **one and five thousand two hundred sixty-eight ten thousandths (1.5268)** times the employee's regular rate of pay except that an employee called to work within two (2) hours of the commencement of his or her scheduled shift shall be paid at the rate of ~~one and one-half times~~ **one and five thousand two hundred sixty-eight ten thousandths (1.5268)** times the employee's regular straight time rate only for the period elapsed from the commencement of the call-out to the commencement of the shift. The employer may also assign an employee who may be subject to call-out a County vehicle which the employee shall use solely for performing County business and for commuting to and from work. The assignment of the vehicle shall be voluntary, except that it may be made mandatory in the event of an emergency or if the public health or safety may be in jeopardy. The vehicle assignment may be rescinded at the employer's discretion. If such assignment is made, the employee shall not be charged for such vehicle.”

ARTICLE D

Individual Agreements And Effect On This Master Settlement Agreement

Section One. Within thirty (30) days after this Master Settlement Agreement is signed by the parties, the County shall mail a copy of the Exhibit A to each permanent employee who, on the date this Master Settlement Agreement is signed, occupies a budgeted position in an Association-represented classification listed in Section F(1)(b) of the Exhibit A.

Section Two. After the signing of this Master Settlement Agreement by the parties hereto and confirmation from the County that the terms of Article E, Section One of the Master Settlement Agreement has been fully satisfied, the Association shall cause dismissal of any claim it has pending against the County in any forum which

addresses the subject matters described in Article B of this Master Settlement Agreement and shall request all bargaining unit members to cause dismissal of any such claim they have pending. If the Union and bargaining unit members do not promptly and successfully cause dismissal of all such claims, this Master Settlement Agreement shall not become final or binding, as provided in Article E below.

ARTICLE E

Effective Date, Successor Agreement, And Integration Clause

Section One. No portion of this Master Settlement Agreement shall become final or binding on any party hereto until and unless the union and the County's other affected unions (MCCOA, MCDSA, IUOE Local 701, ONA, and AFSCME Local 88 on behalf of Groupworker and General Employee Units) have signed Master Settlement Agreements concerning the general subject of this Agreement, the terms of Section F of Exhibit A have been timely met in all respects, including the requirement that ninety-seven percent (97%) of affected employees in all classifications listed in Section F(1)(b) timely execute and deliver Exhibit A to the County's Labor Relations Division. The County Labor Relations Manager or his or her designee may waive the requirement that all of the above-referenced bargaining agents sign Master Settlement Agreements as a condition of this agreement becoming final and binding if, in his or her judgment, such waiver would not substantially defeat the overall objective of obtaining repose on claims covered by the Master Settlement Agreements or the Exhibit A attached thereto. The Labor Relations Division shall inform the Union within ten (10) days after the conclusion of the period in which employees may timely return the signed Exhibit A whether, in its opinion, the condition precedent has been satisfied and of any waiver action pursuant to this Section.

Section Two. In addition, this Master Settlement Agreement shall not be binding on the County if the Association, all other affected County bargaining agents described in E(1) above, and bargaining unit members do not successfully cause the dismissal of all claims pending by them similar to those described in Article D, Section Two of this Master Settlement Agreement; PROVIDED, that the County's Labor Relations Manager or his or her designee may waive the requirement that a bargaining agent listed in this Article or a bargaining unit member represented by a bargaining agent must dismiss a pending or potential claim if, in the judgment of the Labor Relations Manager or his or her designee, to do so would not substantially defeat the objective of obtaining repose on claims addressed by the Master Settlement Agreements or Exhibit A attached thereto. The Labor Relations Division shall promptly advise the union of any such waiver.

Section Three. The conditions set out in Sections One and Two of this Article are conditions precedent. If they are not timely satisfied, this Master Settlement Agreement shall not be final or binding and shall be null and void. If the conditions precedent to making the Master Settlement Agreement final and binding are met, the amendments to the 1992-95 collective bargaining agreement (as amended and extended through June 30, 1998) provided in this Master Settlement Agreement shall be prospectively incorporated in and supercede any conflicting or inconsistent terms of the successor to said collective bargaining agreement.

Section Four. The County may, by written notice to the Association, prospectively nullify this Master Settlement Agreement if conditions permitting withdrawal set out in Section G of Exhibit A occur.

Section Five. This written instrument constitutes the entire Master Settlement Agreement between the parties.

Done this day, AUGUST 6, 1998.

For the Union:

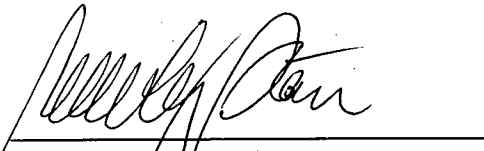

Jerry Bruce, Secretary-Treasurer

Reviewed:

THOMAS SPONSLER, COUNTY
COUNSEL FOR MULTNOMHAH
COUNTY, OREGON:

By 
Assistant County Counsel

For the Multnomah County Board of
County Commissioners:


Beverly Stein, Chair

Negotiated:

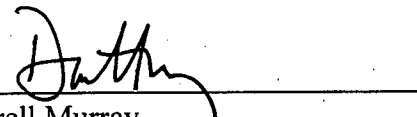

Darrell Murray
Deputy Labor Relations Manager

EXHIBIT A

INDIVIDUAL COMPROMISE
SETTLEMENT AND RELEASE AGREEMENT

A. Parties

This Settlement and Release Agreement (hereafter "Agreement" or "this Agreement") is between Multnomah County, Oregon (hereafter "County") and _____
_____ (hereafter "Employee"). The parties agree as follows:

B. General Purpose

The purpose of this Agreement is to settle all claim(s), except for undiscovered clerical errors, which the Employee may have against the County for breach of the collective bargaining agreement, state or federal wage-hour or overtime laws, occurring between July 1, 1993 and the date this agreement becomes binding under section F below, arising out of the County's use of payroll system software which did not uniformly comply with the Fair Labor Standards Act's (FLSA's) base "regular rate" requirement for overtime calculation purposes or the 1996-97 transition from that system to a new payroll system (commonly referred to as the "TESS" system) which did comply with the FLSA but did not uniformly comply with the contractual basis for calculating overtime.

C. What The County Gives The Employee Under This Agreement

1. Modified Overtime Rate. The County will replace the existing time and one-half (1.5) overtime rate applicable within the employee's bargaining unit with an increased overtime rate equal to one point five two six eight (1.5268) times the employee's straight time base rate (base rate x 1.5268). The "base rate" includes the employee's base wage step and excludes all premium pay. This modified overtime rate is calculated to insure that the Employee will not receive less and in some cases will receive more overtime pay than the Employee would otherwise be entitled to receive under the federal FLSA.
2. When The Modified Overtime Rate Will Be Implemented. The modified overtime factor will be prospectively implemented not later than April 1, 1998 or within ninety (90) days after this agreement becomes final and binding pursuant to Article F below, whichever is later. Thereafter, the employee's deposit advice form or paycheck stub shall reflect the same overtime rate for all hours that would have been paid as time and one half prior to the implementation of this agreement. However, if subsequent changes in law occur that would require multiple overtime rates applicable for such

hours, the County may immediately conform with the law and report the multiple rates on the paycheck stub or deposit advice form.

3. How The Modified Overtime Factor May Be Changed. The County may reduce the modified overtime factor or alter the manner in which overtime is reported on the check stub or deposit advice, subject to the requirements of state or federal law. This paragraph does not relieve the County of any duty to negotiate with Employee's exclusive bargaining representative under Oregon law.
4. What The Employee Can Do If the Modified Overtime Factor Is Reduced. If the modified overtime factor implemented under Subsection 1 above is reduced during the five (5) years immediately following its implementation, the Employee shall, within one hundred eighty (180) days after such action, be entitled to file claims against the County falling into either of the following categories: (a) claims based on alleged breach of state or federal wage-hour and overtime laws occurring between July 1, 1993 and the date the modified overtime factor was implemented or (b) claims based on alleged breach of the collective bargaining agreement between March 1, 1996 and the date the modified overtime factor was implemented. In either case such claims must be within the scope of claims described in Article B above. If this happens, the County will waive any time-bar defenses on such claims and the Employee shall be entitled to pray for all damages he or she could have sought under the applicable law as it existed on July 1, 1996. However, payments made under the modified overtime rate which exceed those that the employee would have otherwise received under the applicable law or contract provision shall be offset against the County's liability, if any, on such claims.
5. What The Employee Receives If The Employee Terminates From County Employment Within Five (5) Years After Implementation Of The Modified Overtime Factor. If the Employee's County employment is voluntarily or involuntarily terminated within five (5) years after implementation of the modified overtime and the employee was last hired by the County on or before July 1, 1993, the employee shall receive a one-time-only lump sum payment at the time of termination equal to the number of full calendar months remaining in the five (5) year period at the date of the employee's termination multiplied by five dollars (\$5.00). For example, if the employee terminates with thirty (30) months remaining in the five (5) year period, the lump sum payment at termination under this Agreement will be one hundred fifty dollars (\$150.00). If the terminating employee was hired after July 1, 1993 this amount shall be reduced by two percent (2.0%) for each full month between July 1, 1993 and the date of hire. Upon payment under this section, the County shall be deemed to have fully satisfied its obligations to the Employee. For purposes of this section, if a merger, consolidation, or other large scale transfer of employees by intergovernmental agreement between Multnomah County and the City of Portland occurs which, in the judgment of the County, necessitates the adoption of a different payroll system than that in effect prior to the merger, consolidation or

intergovernmental transfer, such event shall be treated as a termination event and payoff shall occur accordingly.

D. What The County Receives From The Employee

In exchange for the rights and benefits that this Agreement confers on the Employee, the Employee releases the County from all further liability for any claim related to the circumstances described in Article B above which the Employee filed or might have filed against the County alleging a breach of the overtime provisions of the County-IBEW Local 48 collective bargaining agreement, state or federal wage-hour or overtime laws occurring between July 1, 1993 and the date the revised overtime rate above is implemented, except for state or federal wage-hour or overtime claims arising from clerical errors not discovered as of the date this settlement agreement becomes binding. If the Employee has any such claim pending in any forum at the time this Agreement is signed, the Employee shall cause such claim to be immediately dismissed. This release shall be null and void if the County reduces the modified overtime factor during the five (5) years immediately following its implementation unless the employee's County employment has terminated and the employee has received payment as provided in section C(5) above. **The Employee acknowledges that he or she has had the opportunity to confer with an attorney and the Union, as Employee deemed appropriate, in connection with this settlement and release agreement. The employee further acknowledges that the County encouraged the Employee to do so to ensure understanding of the Employee's rights under the law and collective bargaining agreement.**

E. Entire Agreement

This written Agreement is the entire Agreement between the County and the Employee.

F. When This Agreement Becomes Binding

1. This writing represents a conditional offer by the County that will not be deemed accepted by the Employee or binding on either party until and unless:
 - a. it is signed by the Employee and delivered to the County Labor Relations Division within sixty (60) days after the date this agreement is first delivered to the Employee or his or her last home address listed in the employee's personnel file maintained in the Employee Services Division, Department of Support Services, and
 - b. not less than ninety-seven (97%) percent of all regular County employees occupying regular budgeted positions in the following County job classifications, sub-classifications, and work units have signed and delivered

similar agreements to the Labor Relations Division within the same sixty (60) day time period referenced in paragraph (a) of this subsection (1):

Corrections Officer (Corrections Deputy)
Corrections Supervisor (Sergeant)
Deputy Sheriff (Law Enforcement Deputy)
Sergeant (Law Enforcement)
Facilities Maintenance Worker (Including Leads)
Probation/Parole Officer (Including Leads)
Nurse Practitioner (regularly assigned to Corrections Health for any duration in excess of seven days beginning on or after October 1, 1994)
Community Health Nurse (regularly assigned to Corrections Health for any duration in excess of seven days beginning on or after October 1, 1994)
Licensed Practical Nurse (regularly assigned to Corrections Health for any duration in excess of seven days beginning on or after October 1, 1994)
Juvenile Custody Services Specialist (including Leads)
Juvenile Custody Services Specialist Supervisor
MCSO Records Technician
MCSO Records Technician Supervisor
Truck Driver
Maintenance Worker (including Leads);
Equipment/Property Technician (including Leads)
Facility Security Officer (including Leads)

c. The Master Settlement Agreement between the County and the Union becomes final and binding;

and,

d. The Chair of the Board of County Commissioner signs the agreements.

2. If the conditions set out in subsection 1 of this section are not fully satisfied within sixty (60) days following the date this agreement is first delivered to the Employee or his or her last home address as described above, the offer and acceptance underlying this agreement shall be null and void; PROVIDED, that the County's Labor Relations Manager (or his or her designee) may extend the sixty (60) day period by up to one hundred eighty (180) additional days by written notice to the employee's bargaining agent. If this provision operates to nullify this agreement, the County agrees that the categories of claims from which the employee released the County as described in article D above may be brought within the statutorily prescribed time limit or within one hundred eighty (180) days after the county

delivers notice to the Employee or his or her address that this section 2 has operated to nullify the agreement, whichever is longer. Notice to the employee under this provision shall be to the employee's most recent home address reflected at the time of mailing in the employee's personnel file maintained in the Employee Services Division, Department of Support Services.

G. Withdrawal From Agreement

The County may unilaterally elect to withdraw from this agreement if (a) more than two percent (2%) of the employees in the classifications listed in Section F(1)(b) who have signed this or a similar release on the same subject attempt to repudiate such release after it becomes effective, or (b) the government of the State of Oregon or of the United States of America initiates independent action to require, or if any court thereof requires, the County to pay any amount owed that is the subject of this agreement to the employee in a manner, amount or at a time different than that provided in this agreement. The employee may within one hundred eighty (180) days after such withdrawal by the County initiate claims of the type described in Section C (4) above, and payments made by the County to Employee under this agreement shall be similarly offset against any liability it has on such claims.

This Agreement is made this day, _____, 199_____.

The Employee:

For Multnomah County:

Beverly Stein, Chair
Board of County Commissioners

Reviewed: Thomas Sponsler
County Counsel for Multnomah
County, Oregon

By _____

MEETING DATE AUG 06 1998 :
AGENDA # : R-8
ESTIMATED START TIME: 10:04

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Settlement Agreements/Class Grievance & Related Claims

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, August 6, 1998
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Support Services DIVISION: Labor Relations

CONTACT: Darrell Murray TELEPHONE #: 248-5135, ext. 22595
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

In the matter of the ratification terms for settlement of a class action overtime grievance and related claims, including ratification of necessary conditional amendments to the 1992-95 collective bargaining agreement between Multnomah County and the Oregon Nurses Association (ONA), as amended and extended through June 30, 1998.

8/7/98 ORIGINALS TO Darrell Murray

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: Vickie Gates

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions? Call the Board Clerk @ 248-3277

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Department of Support Services (Labor Relations Division)

DATE: July 29, 1998

RE: In the matter of the ratification of terms for settlement of a class action overtime grievance and related claims, including ratification of necessary conditional contract amendments to the 1992-95 collective bargaining agreement between Multnomah County and the Oregon Nurses Association (ONA), as amended and extended through June 30, 1998.

1. **Recommendation/Action Requested:** Ratify the proposed Master Compromise Settlement, Release Agreement, and Contract Amendments.
2. **Background/Analysis:** In 1986, as a result of a U.S. Supreme Court ruling, the Fair Labor Standards Act (FLSA) was applied to local governments for the first time. This law requires employers to pay employees one and one-half times the employee's "regular rate" of pay for time worked in excess of 40 hours in a workweek.

The "regular rate," on which overtime is based, must be calculated using a *weekly* averaging formula specified in the FLSA. Multnomah County was already paying time and one-half for hours worked; however, overtime rates were based on a *daily* determination of the regular rate, consistent with existing labor contracts.

In some instances this daily formula resulted in payments that were slightly greater than those required by the FLSA. In a larger number of instances the daily calculation produced a payment slightly lower than the amount owed under the FLSA. With the new software in place, the County is in compliance with federal law but not with all existing labor contracts.

In mid-1996, several employees filed a class action lawsuit against the County seeking damages and an accounting of amounts due. Related grievances also arose under the labor contracts.

County managers and lawyers, lawyers for the plaintiffs, and the County's unions have been involved in discussions concerning how best to remedy the County's past FLSA violations while ensuring compliance with the labor contracts requirements. The current tentative settlement came out of these discussions.

The settlement arranges for certain employees affected by the payroll problem who are represented by AFSCME, Local 88 and the Oregon Nurses Association to receive one-time-only lump sum payments of \$300. Employees represented by the

Corrections Officers Association, Deputy Sheriffs Association, and several crafts unions will receive payments over the next five years until existing retroactive liability is fully repaid.

The settlement also modifies current labor agreements so that no further liability accrues. The affected unions will waive all existing and potential claims for related contract violations.

3. **FINANCIAL IMPACT:** According to the County's Budget & Quality Division, the one-time-only payments will cost approximately \$112,000. The annual cost for payments over the next five years is estimated at approximately \$100,000. Over five years, total cost will be approximately \$612,000. This is roughly equivalent to the County's estimated cost if the legal issues were litigated and actual damages determined and paid .
4. **LEGAL ISSUES:** There exist no legal impediments to the requested action. However, the settlement will not be final and binding until 97% of the affected class of individual employees agree to the negotiated terms and submit the required release forms.
5. **CONTROVERSIAL ISSUES:** None.
6. **LINK TO CURRENT POLICIES:** This settlement conforms the County's payroll practices to contract and law.
6. **CITIZEN PARTICIPATION:** N/A.
7. **OTHER GOVERNMENT PARTICIPATION:** The statutory issues were initially filed in Oregon State Court. This office contacted the Bureau of Labor And Industries concerning their possible involvement in the matter. However, their Technical Assistance Office indicated that it would not intervene in light of the pending litigation, so as to not interfere with choice of forum.

MASTER COMPROMISE SETTLEMENT,
RELEASE AGREEMENT, AND CONTRACT AMENDMENTS

ARTICLE A
Parties

This Settlement Agreement (hereafter "Master Settlement Agreement") is between Multnomah County, Oregon (hereafter "County") and the Oregon Nurses Association (hereafter "Association"). The parties agree as follows:

ARTICLE B
Purpose

The purposes of this Master Settlement Agreement include:

1. Resolving all actual and potential claims against the County by the Association for any breach of state or federal wage-hour or overtime laws or the wage, premium pay or overtime provisions of the 1994-98 County-Association collective bargaining agreement, based in each case on events occurring during the period July 1, 1993 to the date this settlement is implemented and related to apparent differences between the manner in which various pay rates should have been determined at law or collective bargaining agreement and the manner in which the County's payroll system software actually determined such payments;
2. providing members of the bargaining unit with a time-limited remedy for any retroactive liability that the County may have for said breach(es);
3. ensuring that the county's future overtime calculation practices comply with the collective bargaining agreement, the Fair Labor Standards Act and parallel state laws; and
4. facilitating the resolution of individual claims in the manner provided by the individual compromise settlement and release attached hereto and hereafter referred to as Exhibit A.

ARTICLE C
Consideration And Amendments To The Collective Bargaining Agreement

Section One. Except as provided in Section Two below, within sixty (60) days after this Master Agreement becomes final and binding in accordance with Article E below the County shall pay the gross sum of three hundred dollars (\$300) to each permanent full and part-time employee in the following classifications, including lead workers, who (a) is regularly employed in that classification on March 1, 1998 and has been regularly assigned to the County's Corrections Health Division for at least seven (7) days within the five (5) years before March 1, 1998 and (b) signed and timely returned a copy of Exhibit A attached hereto:

Nurse Practitioner
Physician Assistant
Community Health Nurse
Licensed Practical Nurse

Section Two. Any payment provided in Section One above or this section shall be subject to normal payroll withholding taxes and deductions.

Section Three. Except as provided by Article E or Section G of Exhibit A, a new Section 15 shall be added to Article 20, General Provisions, of the 1994-98 collective bargaining agreement between the parties, to read as follows:

"The Association agrees to appoint a representative to serve on a standing county-wide Payroll/Time keeping System labor-management committee which shall meet with the Finance Division's Payroll Supervisor and other relevant managers to discuss in advance any major change in the payroll or timekeeping system which would be applicable to members of the Association's bargaining unit. A "major change" includes but is not limited to such changes as those needed to implement new or structurally modified benefits or wage categories managed through the payroll system, programming changes, and changes in check stubs or deposit advice. The purposes of such committee shall be to assist in identifying in advance potential technical problems that might interfere with the efficient and effective introduction of the planned change, any adverse impacts such change might have on employees and available means for ameliorating such

impacts, and other changes that might improve the payroll and time keeping systems.”

Section Four. Except as provided by Article E below or Section G of Exhibit A, a new section 17 shall be added to Article 15, Compensation, of the 1994-98 County-Association collective bargaining agreement, to read as follows:

“20. Overtime Calculations. To ensure continued compliance with the FLSA’s “regular rate” calculation requirement, unless otherwise agreed between the parties, the County shall continue to calculate the base rate on which overtime is calculated in the same manner as it is calculated under the County’s TESS payroll system immediately prior to the signing of this Master Settlement Agreement. This shall be the exclusive manner of calculating the base for overtime purposes.

ARTICLE D

Individual Agreements And Effect On This Master Settlement Agreement

Section One. Within thirty (30) days after this Master Settlement Agreement is signed by the parties, the County shall mail a copy of the Exhibit A to each permanent employee who, on the date this Master Settlement Agreement is signed, occupies a budgeted position in an Association-represented classification listed in Section F(1)(b) of the Exhibit A.

Section Two. After the signing of this Master Settlement Agreement by the parties hereto and confirmation from the County that the terms of Article E, Section One of the Master Settlement Agreement has been fully satisfied, the Association shall cause dismissal of any claim it has pending against the County in any forum which addresses the subject matters described in Article B of this Master Settlement Agreement and shall request all bargaining unit members to cause the dismissal of any such claim they have pending. If the union and bargaining unit members do not promptly cause the dismissal of all such claims, this Master Settlement Agreement shall not become final or binding, as provided in Article E below.

ARTICLE E
Effective Date, Successor Agreement, And Integration Clause

Section One. No portion of this Master Settlement Agreement shall become final or binding on any party hereto until and unless the County's other affected bargaining agents (Multnomah County Groupworkers Union Local 88, Multnomah County General Employees Union Local 88, MCDSA, MCCOA, IBEW Local 48, ONA, IUOE Local 701) have signed Master Settlement Agreements concerning the general subject of this Agreement, and the terms of Section F of Exhibit A have been timely met in all respects, including the requirement that ninety-seven percent (97%) of affected employees in all classifications listed in Section F(1)(b) timely execute and deliver Exhibit A to the County's Labor Relations Division. The County's Labor Relations Manager or his or her designee may waive the requirement that all of the above referenced bargaining agents sign Master Settlement Agreements as a condition of this agreement becoming final and binding if, in his or her judgment, such waiver would not substantially defeat the overall objective of obtaining repose on claims covered by the Master Settlement Agreements or the Exhibit A attached thereto. The Labor Relations Division shall inform the Association within ten (10) days after the conclusion of the period in which employees may timely return the signed Exhibit A whether, in its opinion, the condition precedent has been satisfied and shall notify the unions of any waiver action pursuant to this Section.

Section Two. In addition, this Master Settlement Agreement shall not be binding on the County if the Association, all other affected County bargaining agents (Multnomah County Groupworkers Union Local 88, Multnomah County General Employees Union Local 88, MCDSA, MCCOA, IBEW Local 48, ONA, IUOE Local 701), and all bargaining unit members do not promptly and successfully cause the dismissal of all pending claims similar to those described in Article D, Section Two of this Master Settlement Agreement; PROVIDED, that the County's Labor Relations Manager or his or her designee may waive the requirement that a bargaining agent listed in this Section or a bargaining unit member represented by a bargaining agent must dismiss a pending or potential claim if, in the judgment of the Labor Relations Manager or his or her designee, to do so would not substantially defeat the objective of obtaining repose on the claims addressed by the Master Settlement Agreements or Exhibit A attached thereto. The County's Labor Relations Division shall promptly inform the Association of any such waiver.

Section Three. The conditions set out in Sections One and Two of this Article are conditions precedent. If they are not timely satisfied, this Master Settlement Agreement shall not be final or binding and shall be null and void. If the conditions precedent to making the Master Settlement Agreement final and binding are met, the amendments to


the 1992-95 collective bargaining agreement (as amended and extended through June 30, 1998) provided in this Master Settlement Agreement shall be prospectively incorporated in and supercede any conflicting or inconsistent terms of the successor to said collective bargaining agreement.

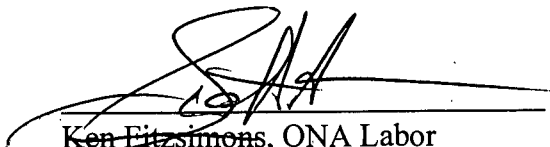
Section Four. The County may, by written notice to the Association, prospectively nullify this Master Settlement Agreement if conditions permitting withdrawal set out in Section G of Exhibit A occur.

Section Five. This written instrument constitutes the entire Master Settlement Agreement between the parties.

Done this day, AUGUST 6, 1998.

For the Association:


Kathleen Sheridan, Unit President

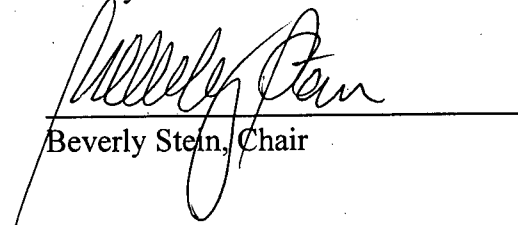

Ken Fitzsimons, ONA Labor
Relations Director

Reviewed:

THOMAS SPONSLER, COUNTY
COUNSEL FOR MULTNOMHAH
COUNTY, OREGON:

By 
Assistant County Counsel

For the Multnomah County Board of
County Commissioners:


Beverly Stein, Chair

Negotiated:

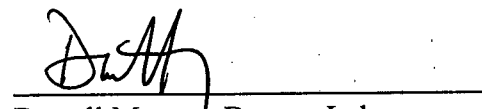

Darrell Murray, Deputy Labor
Relations Manager

EXHIBIT A

INDIVIDUAL COMPROMISE
SETTLEMENT AND RELEASE AGREEMENT

A. Parties

This Settlement and Release Agreement (hereafter "Agreement" or "this Agreement") is between Multnomah County, Oregon (hereafter "County") and _____ (hereafter "Employee"). The parties agree as follows:

B. General Purpose

The purpose of this Agreement is to settle all claim(s), except for undiscovered clerical errors, which the Employee may have against the County for breach of the collective bargaining agreement, state or federal wage-hour or overtime laws, occurring between July 1, 1993 and the date this agreement becomes binding under section F below, arising out of the County's use of payroll system software which did not uniformly comply with the Fair Labor Standards Act's (FLSA's) base "regular rate" requirement for overtime calculation purposes or the 1996-97 transition from that system to a new payroll system (commonly referred to as the "TESS" system) which did comply with the FLSA but did not uniformly comply with the contractual basis for calculating overtime.

C. What The County Gives The Employee Under This Agreement

Except as provided in this section, the County will pay Employee a one-time-only payment of three hundred dollars (\$300) gross if the employee is regularly assigned in the Corrections Health Division as a regular permanent employee in a classification listed in F(1)(b) below on March 1, 1998. Such payment shall be made within 60 days of the date this Agreement becomes fully binding on the parties, and shall be subject to normal payroll withholding taxes and deductions.

D. What The County Receives From The Employee

In exchange for the rights and benefits that this Agreement confers on the Employee, the Employee releases the County from all further liability for any claim the Employee filed or might have filed against the County related to the circumstances described in Article B above and alleging a breach of state or federal wage-hour laws, overtime laws, or the overtime provisions of the County-Oregon Nurses Association collective bargaining agreement, occurring between July 1, 1993 and the date this settlement and release agreement becomes final and binding, 1998, except for federal or state overtime or wage-

hour claims arising from clerical errors not discovered as of the date this settlement agreement becomes binding. If the Employee has any such claim pending in any forum at the time this Agreement is signed, the Employee shall cause such claim to be immediately dismissed. **The Employee acknowledges that he or she has had the opportunity to confer with an attorney or the union, as Employee deemed appropriate, in connection with this settlement and release agreement. The employee further acknowledges that the County encouraged the Employee to do so to ensure understanding of the Employee's rights under the law and collective bargaining agreement.**

E. Entire Agreement

This written Agreement is the entire Agreement between the County and the Employee.

F. When This Agreement Becomes Binding

1. This writing represents a conditional offer by the County that will not be deemed accepted by the Employee or binding on either party until and unless:
 - a. it is signed by the Employee and delivered to the County Labor Relations Division within sixty (60) days after the date this agreement is first delivered to the Employee or his or her last home address listed in the employee's personnel file maintained in the Employee Services Division, Department of Support Services, and
 - b. not less than ninety-seven (97%) percent of all regular County employees occupying regular budgeted positions in the following County job classifications, sub-classifications, and work units have signed and delivered similar agreements to the Labor Relations Division within the same thirty (30) day time period referenced in paragraph (a) of this subsection (1):

Corrections Officer (Corrections Deputy)
Corrections Supervisor (Sergeant)
Deputy Sheriff (Law Enforcement Deputy)
Sergeant (Law Enforcement)
Facilities Maintenance Worker (Including Leads)
Probation/Parole Officer (Including Leads)
Nurse Practitioner (regularly assigned to Corrections Health for any duration in excess of seven days beginning on or after October 1, 1994)
Community Health Nurse (regularly assigned to Corrections Health for any duration in excess of seven days beginning on or after October 1, 1994)
Licensed Practical Nurse (regularly assigned to Corrections Health for any

duration in excess of seven days beginning on or after October 1, 1994)
Juvenile Custody Services Specialist (including Leads)
Juvenile Custody Services Specialist Supervisor
MCSO Records Technician
MCSO Records Technician Supervisor
Truck Driver
Maintenance Worker (including Leads)
Equipment/Property Technician (including Leads)
Facility Security Officer (including Leads)

- c. The Master Settlement Agreement between the County and the Oregon Nurses Association becomes final and binding; and,
 - d. The Chair of the Board of County Commissioner signs the agreements.
2. If the conditions set out in subsection 1 of this section are not fully satisfied within sixty (60) days following the date this agreement is first delivered to the Employee or his or her last home address as described above, the offer and acceptance underlying this agreement shall be null and void; PROVIDED, that the County's Labor Relations Manager (or his or her designee) may extend the sixty (60) day period by up to one hundred eighty (180) additional days by written notice to the employee's bargaining agent. If this subsection 2 operates to nullify this agreement, the County agrees that the categories of claims described in article D above, arising within the time period specified therein, may be brought by the Employee within the statutorily prescribed time limit or within one hundred eighty (180) days after the county delivers notice to the Employee or his or her address that this subsection 2 has operated to nullify the agreement, whichever is longer. Notice to the employee under this provision shall be to the employee's most recent home address reflected at the time of mailing in the employee's personnel file maintained in the Employee Services Division, Department of Support Services.

G. Withdrawal From Agreement

The County may unilaterally elect to withdraw from this agreement if (a) more than two percent (2%) of the employees in the classifications listed in Section F(1)(b) who have signed this or a similar release on the same subject attempt to repudiate such release after it becomes effective, or (b) the government of the State of Oregon or of the United States of America initiates independent action to require, or if any court thereof requires, the County to pay any amount owed that is the subject of this agreement to the employee in a manner, amount, or at a time different than that provided in this agreement. The employee may within one hundred eighty (180) days after such withdrawal by the County initiate claims waived and described in Section D above, and payments made by the County to Employee under this agreement shall be offset against any liability the County has on such claims.

This Agreement is made this day, _____, 199_____.

The Employee:

For Multnomah County:

Beverly Stein, Chair
Board of County Commissioners

Reviewed: Thomas Sponsler
County Counsel for Multnomah
County, Oregon

By _____

MEETING DATE AUG 06 1998
AGENDA #: R-9
ESTIMATED START TIME: 10:05

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Settlement Agreements/Class Grievance & Related Claims

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, August 6, 1998
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Support Services DIVISION: Labor Relations

CONTACT: Darrell Murray TELEPHONE #: 248-5135, ext. 22595
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

In the matter of the ratification terms for settlement of a class action overtime grievance and related claims, including ratification of necessary conditional amendments to the 1992-95 collective bargaining agreement between Multnomah County and AFSCME, Local 88 (Juvenile Custody Specialist Unit), as amended and extended through June 30, 1998.

8/7/98 ORIGINALS to Darrell Murray

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT
MANAGER: Vickie Lates

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Board Clerk @ 248-3277

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Department of Support Services (Labor Relations Division)

DATE: July 29, 1998

RE: In the matter of the ratification of terms for settlement of a class action overtime grievance and related claims, including ratification of necessary conditional contract amendments to the 1992-95 collective bargaining agreement between Multnomah County and AFSCME, Local 88 (Juvenile Groupworker), as amended and extended through June 30, 1998.

1. **Recommendation/Action Requested:** Ratify the proposed Master Compromise Settlement, Release Agreement, and Contract Amendments.
2. **Background/Analysis:** In 1986, as a result of a U.S. Supreme Court ruling, the Fair Labor Standards Act (FLSA) was applied to local governments for the first time. This law requires employers to pay employees one and one-half times the employee's "regular rate" of pay for time worked in excess of 40 hours in a workweek.

The "regular rate," on which overtime is based, must be calculated using a *weekly* averaging formula specified in the FLSA. Multnomah County was already paying time and one-half for hours worked; however, overtime rates were based on a *daily* determination of the regular rate, consistent with existing labor contracts.

In some instances this daily formula resulted in payments that were slightly greater than those required by the FLSA. In a larger number of instances the daily calculation produced a payment slightly lower than the amount owed under the FLSA. With the new software in place, the County is in compliance with federal law but not with all existing labor contracts.

In mid-1996, several employees filed a class action lawsuit against the County seeking damages and an accounting of amounts due. Related grievances also arose under the labor contracts.

County managers and lawyers, lawyers for the plaintiffs, and the County's unions have been involved in discussions concerning how best to remedy the County's past FLSA violations while ensuring compliance with the labor contracts requirements. The current tentative settlement came out of these discussions.

The settlement arranges for certain employees affected by the payroll problem who are represented by AFSCME, Local 88 and the Oregon Nurses Association to receive one-time-only lump sum payments of \$300. Employees represented by the

Corrections Officers Association, Deputy Sheriffs Association, and several crafts unions will receive payments over the next five years until existing retroactive liability is fully repaid.

The settlement also modifies current labor agreements so that no further liability accrues. The affected unions will waive all existing and potential claims for related contract violations.

3. **FINANCIAL IMPACT:** According to the County's Budget & Quality Division, the one-time-only payments will cost approximately \$112,000. The annual cost for payments over the next five years is estimated at approximately \$100,000. Over five years, total cost will be approximately \$612,000. This is roughly equivalent to the County's estimated cost if the legal issues were litigated and actual damages determined and paid .
4. **LEGAL ISSUES:** There exist no legal impediments to the requested action. However, the settlement will not be final and binding until 97% of the affected class of individual employees agree to the negotiated terms and submit the required release forms.
5. **CONTROVERSIAL ISSUES:** None.
6. **LINK TO CURRENT POLICIES:** This settlement conforms the County's payroll practices to contract and law.
6. **CITIZEN PARTICIPATION:** N/A.
7. **OTHER GOVERNMENT PARTICIPATION:** The statutory issues were initially filed in Oregon State Court. This office contacted the Bureau of Labor And Industries concerning their possible involvement in the matter. However, their Technical Assistance Office indicated that it would not intervene in light of the pending litigation, so as to not interfere with choice of forum.

MASTER COMPROMISE SETTLEMENT,

RELEASE AGREEMENT, AND CONTRACT AMENDMENTS

ARTICLE A

Parties

This Settlement Agreement (hereafter "Master Settlement Agreement") is between Multnomah County, Oregon (hereafter "County") and Multnomah County Juvenile Groupworkers Union Local 88, AFSCME, AFL-CIO (hereafter "Union"). The parties agree as follows:

ARTICLE B

Purpose

The purposes of this Master Settlement Agreement include:

1. Resolving all actual and potential claims against the County by the Union for any breach of state or federal wage-hour or overtime laws or the wage, premium pay or overtime provisions of the 1991-94 County-Union collective bargaining agreement as amended and extended through June 30, 1998, based in each case on events occurring during the period July 1, 1993 to the date this settlement is implemented and related to apparent differences between the manner in which various pay rates should have been determined at law or collective bargaining agreement and the manner in which the County's payroll system software actually determined such payments;
2. providing members of the bargaining unit with a time-limited remedy for any retroactive liability that the County may have for said breach(es);
3. ensuring that the county's future overtime calculation practices comply with the collective bargaining agreement, the Fair Labor Standards Act and parallel state laws; and,
4. facilitating the resolution of individual claims in the manner provided by the Individual Compromise Settlement And Release Agreement attached hereto and hereafter referred to as "Exhibit A."

ARTICLE C

Consideration And Amendments To The Collective Bargaining Agreement

Section One. Except as provided in Section Two below, within sixty (60) days after this Master Agreement becomes final and binding in accordance with Article E below the County shall pay the gross sum of three hundred dollars (\$300) to each permanent full and part-time employee in the following classifications, including lead workers, who (a) are regularly employed in that classification as of March 1, 1998 and (b) have signed and timely returned a copy of Exhibit A attached hereto:

Juvenile Custody Services Specialist (including Leads)
Juvenile Custody Services Specialist Supervisor

Section Two. Any payment provided in Section One above or this section shall be subject to normal payroll withholding taxes and deductions.

Section Three. Except as provided by Article E below or Section G of Exhibit A, a new Section 11 shall be added to Article 24, General Provisions, of the 1992-95 collective bargaining agreement between the parties, as amended and extended through June 30, 1998, to read as follows:

“The Union agrees to appoint a representative to serve on a standing county-wide Payroll/Time keeping System labor-management committee which shall meet with the Finance Division’s Payroll Supervisor and other relevant managers to discuss in advance any major change in the payroll or timekeeping system which would be applicable to members of the union’s bargaining unit. A “major change” includes but is not limited to such changes as those needed to implement new or structurally modified benefits or wage categories managed through the payroll system, programming changes, and changes in check stubs or deposit advice. The purposes of such committee shall be to assist in identifying in advance potential technical problems that might interfere with the efficient and effective introduction of the planned change, any adverse impacts such change might have on employees and available means for ameliorating such impacts, and other changes that might improve the payroll and time keeping systems.”

Section Four. Except as provided by Article E below or Section G of Exhibit A, a new section 20 shall be added to Article 14, Compensation, of the 1992-95 County-Union collective bargaining agreement as amended and extended through June 30, 1998, to read as follows:

“20. Overtime Calculations. To ensure continued compliance with the FLSA’s “regular rate” calculation requirement, unless otherwise agreed between the parties, the County shall continue to calculate the base rate on which overtime is calculated in the same manner as it is calculated under the County’s TESS payroll system immediately prior to the signing of this Master Settlement Agreement. This shall be the exclusive manner of calculating the base for overtime purposes.

ARTICLE D

Individual Agreements And Effect On This Master Settlement Agreement

Section One. Within thirty (30) days after this Master Settlement Agreement is signed by the parties, the County shall mail a copy of Exhibit A to each permanent employee who,

on the date this Master Settlement Agreement is signed, occupies a budgeted position in an Union-represented classification listed in Section F(1)(b) of Exhibit A.

Section Two. After the signing of this Master Settlement Agreement by the parties hereto and confirmation from the County that the terms of Article E, Section One of the Master Settlement Agreement has been fully satisfied, the Union shall cause dismissal of any claim it has pending against the County in any forum which addresses the subject matters described in Article B of this Master Settlement Agreement and shall request all bargaining unit members to cause dismissal of any such claim they may have pending against the County. If all such claims are not promptly dismissed, this Master Settlement Agreement shall not be final or binding, as provided in Article E below.

ARTICLE E

Effective Date, Successor Agreement, And Integration Clause

Section One. No portion of this Master Settlement Agreement shall become final or binding on any party hereto until and unless the County's other affected bargaining agents (including MCCOA, MCDSA, ONA, IBEW Local 48, IUOE Local 701, and Multnomah County Employees Union Local 88 General Employee Unit) have signed Master Settlement Agreements concerning the general subject of this Agreement, and the terms of Section F of Exhibit A have been timely met in all respects, including the requirement that ninety-seven percent (97%) of affected employees in all classifications listed in Section F(1)(b) timely execute and deliver Exhibit A to the County's Labor Relations Division. The County Labor Relations Manager or his or her designee may waive the requirement that all of the above referenced bargaining agents sign Master Settlement Agreements as a condition of this agreement becoming final and binding if, in his or her judgment, such waiver would not substantially defeat the overall objective of obtaining repose on claims covered by the Master Settlement Agreements or the Exhibit A attached thereto. The Labor Relations Division shall inform the Union within ten (10) days after the conclusion of the period in which employees may timely return the signed Individual Agreements whether, in its opinion, the condition precedent has been satisfied and of any waiver action pursuant to this Section.

Section Two. In addition, this Master Settlement Agreement shall not be binding on the County if the Union, other County bargaining agents specified in Article E(1) above, and all bargaining unit members do not promptly and successfully cause the dismissal of all claims pending by them and members of their respective bargaining units similar to those described in Article D, Section Two of this Master Settlement Agreement; PROVIDED, that the County Labor Relations Manager or his or her designee may waive the requirement that a bargaining agent listed in this Article or a bargaining unit member represented by a bargaining agent must dismiss a pending or potential claim if, in the judgment of the Labor Relations Manager or his or her designee, to do so would not substantially defeat the objective of obtaining repose on claims addressed by the Master

Settlement Agreements or Exhibit A attached thereto. The Labor Relations Division shall promptly advise the union of any such waiver.

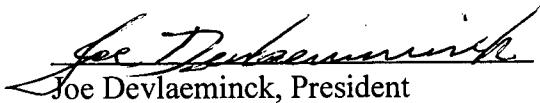
Section Three. The conditions set out in Sections One and Two of this Article are conditions precedent. If they are not timely satisfied, this Master Settlement Agreement shall not be final or binding and shall be null and void. If the conditions precedent to making the Master Settlement Agreement final and binding are met, the amendments to the 1992-95 collective bargaining agreement (as amended and extended through June 30, 1998) provided in this Master Settlement Agreement shall be prospectively incorporated in and supercede any conflicting or inconsistent terms of the successor to said collective bargaining agreement.

Section Four. The County may, by written notice to the Union, prospectively nullify this Master Settlement Agreement if conditions permitting withdrawal set out in Section G of Exhibit A occur.

Section Five. This written instrument constitutes the entire Master Settlement Agreement between the parties.

Done this day, AUGUST 6, 1998.

For the Union:


Joe Devlaeminck, President

Reviewed:

THOMAS SPONSLER, COUNTY
COUNSEL FOR MULTNOMHAH
COUNTY, OREGON:

By STH Nominor
Assistant County Counsel

For the Multnomah County Board of
County Commissioners:


Beverly Stein, Chair

Negotiated:

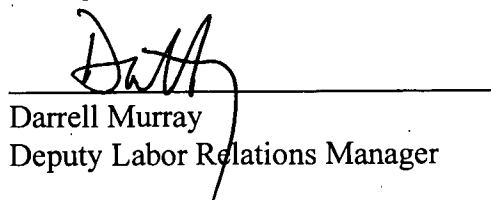

Darrell Murray
Deputy Labor Relations Manager

EXHIBIT A

INDIVIDUAL COMPROMISE **SETTLEMENT AND RELEASE AGREEMENT**

A. Parties

This Settlement and Release Agreement (hereafter "Agreement" or "this Agreement") is between Multnomah County, Oregon (hereafter "County") and _____ (hereafter "Employee"). The parties agree as follows:

B. General Purpose

The purpose of this Agreement is to settle all claim(s), except for undiscovered clerical errors, which the Employee may have against the County for breach of the collective bargaining agreement, state or federal wage-hour or overtime laws, occurring between July 1, 1993 and the date this agreement becomes binding under section F below, arising out of the County's use of payroll system software which did not uniformly comply with the Fair Labor Standards Act's (FLSA's) base "regular rate" requirement for overtime calculation purposes or the 1996-97 transition from that system to a new payroll system (commonly referred to as the "TESS" system) which did comply with the FLSA but did not uniformly comply with the contractual basis for calculating overtime.

C. What The County Gives The Employee Under This Agreement

Except as provided in this section, the County will pay Employee a one-time-only payment of three hundred dollars (\$300) gross if the employee is regularly assigned to and works as a permanent employee in a classification listed in F(1)(b) below on March 1, 1998. Such payment shall be made within 60 days of the date this Agreement becomes fully binding on the parties, and shall be subject to normal payroll withholding taxes and deductions.

D. What The County Receives From The Employee

In exchange for the rights and benefits that this Agreement confers on the Employee, the Employee releases the County from all further liability for any claim the Employee filed or might have filed against the County related to the circumstances described in Article B above and alleging a breach of state or federal wage-hour laws, overtime laws, or the overtime provisions of the County-AFSCME Local 88 collective bargaining agreement (General Employee agreement or Juvenile Custody Specialist agreement, whichever normally applies to Employee), occurring between July 1, 1993 and the date this settlement and release agreement becomes final and binding, except for federal or state overtime or wage-hour claims arising from clerical errors not discovered as of the date

this settlement agreement becomes binding. If the Employee has any such claim pending in any forum at the time this Agreement is signed, the Employee shall cause such claim to be immediately dismissed. **The Employee acknowledges that he or she has had the opportunity to confer with an attorney and the union, as Employee deemed appropriate, in connection with this settlement and release agreement. The employee further acknowledges that the County encouraged the Employee to do so to ensure understanding of the Employee's rights under the law and collective bargaining agreement.**

E. Entire Agreement

This written Agreement is the entire Agreement between the County and the Employee.

F. When This Agreement Becomes Binding

1. This writing represents a conditional offer by the County that will not be deemed accepted by the Employee or binding on either party until and unless:
 - a. it is signed by the Employee and delivered to the County Labor Relations Division within sixty (60) days after the date this agreement is first delivered to the Employee or his or her last home address listed in the employee's personnel file maintained in the Employee Services Division, Department of Support Services, and
 - b. not less than ninety-seven (97%) percent of all regular County employees occupying regular budgeted positions in the following County job classifications, sub-classifications, and work units have signed and delivered similar agreements to the Labor Relations Division within the same sixty (60) day time period referenced in paragraph (a) of this subsection (1):

Corrections Officer (Corrections Deputy)
Corrections Supervisor (Sergeant)
Deputy Sheriff (Law Enforcement Deputy)
Sergeant (Law Enforcement)
Facilities Maintenance Worker (Including Leads)
Probation/Parole Officer (Including Leads)
Nurse Practitioner (regularly assigned to Corrections Health for any duration in excess of seven days beginning on or after October 1, 1994)
Community Health Nurse (regularly assigned to Corrections Health for any duration in excess of seven days beginning on or after October 1, 1994)

Licensed Practical Nurse (regularly assigned to Corrections Health for any

duration in excess of seven days beginning on or after October 1, 1994)
Juvenile Custody Services Specialist (including Leads)
Juvenile Custody Services Specialist Supervisor
MCSO Records Technician
MCSO Records Technician Supervisor
Truck Driver
Maintenance Worker (including Leads)
Equipment/Property Technicians (including Leads)
Facility Security Officer (including Leads)

- c. The Master Settlement Agreement between the County and the Union becomes final and binding;

and,

- d. The Chair of the Board of County Commissioner signs the agreements.
2. If the conditions set out in subsection 1 of this section are not fully satisfied within sixty (60) days following the date this agreement is first delivered to the Employee or his or her last home address as described above, the offer and acceptance underlying this agreement shall be null and void; PROVIDED, that the County's Labor Relations Manager (or his or her designee) may extend the sixty (60) day period by up to one hundred eighty (180) additional days by written notice to the employee's bargaining agent. If this section 2 operates to nullify this agreement, the County agrees that the categories of claims from which the employee released the County as described in D above, arising within the time period specified therein, may be brought by the Employee (or in cases of grievance, their bargaining agent) within the statutorily prescribed time limit or within one hundred eighty (180) days after the county first delivers notice to the Employee or his or her address that this section 2 has operated to nullify the agreement, whichever is longer. Notice to the employee under this provision shall be to the employee's most recent home address reflected at the time of mailing in the employee's personnel file maintained in the Employee Services Division, Department of Support Services.

G. Withdrawal From Agreement

The County may unilaterally elect to withdraw from this agreement if (a) more than two percent (2%) of the employees listed in the classifications listed in Section F(1)(b) who have signed this or a similar release on the same subject attempt to repudiate such release after it becomes effective, or (b) the government of the State of Oregon or of the United States of America initiates independent action to require, or if any court thereof requires, the County to pay any amount owed that is the subject of this agreement to the employee in a manner, amount, or at a time different than that provided in this agreement. If this

happens, the employee may within one hundred eighty (180) days after such withdrawal by the County initiate claims previously waived and described in Section D above, and payments made by the County to the Employee under this agreement shall be offset against any liability the County has on such claims.

This Agreement is made this day, _____, 199_____.

The Employee:

For Multnomah County:

Beverly Stein, Chair
Board of County Commissioners

Reviewed: Thomas Sponsler
County Counsel for Multnomah
County, Oregon

By _____
Assistant County Counsel

MEETING DATE AUG 06 1998
AGENDA #: R-10
ESTIMATED START TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Settlement Agreements/Class Grievance & Related Claims

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, August 6, 1998
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Support Services DIVISION: Labor Relations

CONTACT: Darrell Murray TELEPHONE #: 248-5135, ext. 22595
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

In the matter of the ratification terms for settlement of a class action overtime grievance and related claims, including ratification of necessary conditional amendments to the 1998-2001 collective bargaining agreement between Multnomah County and AFSCME, Local 88 (General Employees Unit).

8/7/98 originals to Darrell Murray

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: Vickie Gates

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions? Call the Board Clerk @ 248-3277

98 JUL 29 PM 3:26
MULTNOMAH COUNTY
OREGON

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Department of Support Services (Labor Relations Division)

DATE: July 29, 1998

RE: In the matter of the ratification of terms for settlement of a class action overtime grievance and related claims, including ratification of necessary conditional contract amendments to the 1998-2001 collective bargaining agreement between Multnomah County and AFSCME, Local 88 (General Employees Unit).

1. **Recommendation/Action Requested:** Ratify the proposed Master Compromise Settlement, Release Agreement, and Contract Amendments.
2. **Background/Analysis:** In 1986, as a result of a U.S. Supreme Court ruling, the Fair Labor Standards Act (FLSA) was applied to local governments for the first time. This law requires employers to pay employees one and one-half times the employee's "regular rate" of pay for time worked in excess of 40 hours in a workweek.

The "regular rate," on which overtime is based, must be calculated using a *weekly* averaging formula specified in the FLSA. Multnomah County was already paying time and one-half for hours worked; however, overtime rates were based on a *daily* determination of the regular rate, consistent with existing labor contracts.

In some instances this daily formula resulted in payments that were slightly greater than those required by the FLSA. In a larger number of instances the daily calculation produced a payment slightly lower than the amount owed under the FLSA. With the new software in place, the County is in compliance with federal law but not with all existing labor contracts.

In mid-1996, several employees filed a class action lawsuit against the County seeking damages and an accounting of amounts due. Related grievances also arose under the labor contracts.

County managers and lawyers, lawyers for the plaintiffs, and the County's unions have been involved in discussions concerning how best to remedy the County's past FLSA violations while ensuring compliance with the labor contracts requirements. The current tentative settlement came out of these discussions.

The settlement arranges for certain employees affected by the payroll problem who are represented by AFSCME, Local 88 and the Oregon Nurses Association to receive one-time-only lump sum payments of \$300. Employees represented by the

Corrections Officers Association, Deputy Sheriffs Association, and several crafts unions will receive payments over the next five years until existing retroactive liability is fully repaid.

The settlement also modifies current labor agreements so that no further liability accrues. The affected unions will waive all existing and potential claims for related contract violations.

3. **FINANCIAL IMPACT:** According to the County's Budget & Quality Division, the one-time-only payments will cost approximately \$112,000. The annual cost for payments over the next five years is estimated at approximately \$100,000. Over five years, total cost will be approximately \$612,000. This is roughly equivalent to the County's estimated cost if the legal issues were litigated and actual damages determined and paid .
4. **LEGAL ISSUES:** There exist no legal impediments to the requested action. However, the settlement will not be final and binding until 97% of the affected class of individual employees agree to the negotiated terms and submit the required release forms.
5. **CONTROVERSIAL ISSUES:** None.
6. **LINK TO CURRENT POLICIES:** This settlement conforms the County's payroll practices to contract and law.
6. **CITIZEN PARTICIPATION:** N/A.
7. **OTHER GOVERNMENT PARTICIPATION:** The statutory issues were initially filed in Oregon State Court. This office contacted the Bureau of Labor And Industries concerning their possible involvement in the matter. However, their Technical Assistance Office indicated that it would not intervene in light of the pending litigation, so as to not interfere with choice of forum.

MASTER COMPROMISE SETTLEMENT,
RELEASE AGREEMENT, AND CONTRACT AMENDMENTS

ARTICLE A
Parties

This Settlement Agreement (hereafter "Master Settlement Agreement") is between Multnomah County, Oregon (hereafter "County") and Multnomah County Employees Union Local 88, AFSCME, AFL-CIO (hereafter "Union"). The parties agree as follows:

ARTICLE B
Purpose

The purposes of this Master Settlement Agreement include:

1. Resolving all actual and potential claims against the County by the Union for any breach of state or federal wage-hour or overtime laws or the wage, premium pay or overtime provisions of the 1998-2001 County-Union collective bargaining agreement and its predecessors, based in each case on events occurring during the period July 1, 1993 to the date this settlement is implemented and related to apparent differences between the manner in which various pay rates should have been determined at law or collective bargaining agreement and the manner in which the County's payroll system software actually determined such payments;
2. providing members of the bargaining unit with a time-limited remedy for any retroactive liability that the County may have for said breach(es);
3. ensuring that the county's future overtime calculation practices comply with the collective bargaining agreement, the Fair Labor Standards Act and parallel state laws; and,

4. facilitating the resolution of individual claims in the manner provided by the individual compromise settlement and release agreement attached hereto and hereafter referred to as Exhibit A.

ARTICLE C

Consideration And Amendments To The Collective Bargaining Agreement

Section One. Except as provided in Section Two below, within sixty (60) days after this Master Agreement becomes final and binding in accordance with Article E below the County shall pay the gross sum of three hundred dollars (\$300) to each permanent full and part-time employee in the following classifications, including lead workers, who (a) is regularly employed in that classification as of March 1, 1998 and (b) has signed and timely returned a copy of Exhibit A attached hereto:

MCSO Records Technician
MCSO Records Technician Supervisor
Probation/Parole Officer (including Leads)
Facilities Maintenance Worker (including Leads)
Truck Driver
Maintenance Worker (including Leads)
Equipment/Property Technician (including Leads)
Facility Security Officer (including Leads)

Section Two. Any payment provided in Section One above or this section shall be subject to normal payroll withholding taxes and deductions.

Section Three. Except as provided by Article E below or Section G of Exhibit A, a new Section VII shall be added to Article 24, General Provisions, of the 1998-2001 General Employees Collective Bargaining Agreement between the parties, to read as follows:

“The Union agrees to appoint a representative to serve on a standing county-wide Payroll/Time keeping System labor-management committee which shall meet with the Finance Division’s Payroll Supervisor and other relevant managers to discuss in advance any major change in the payroll or timekeeping system which would be applicable to members of the union’s bargaining unit. A “major change” includes but is not limited to such changes as those needed to implement new or structurally modified benefits or wage categories managed through the payroll system, programming changes, and changes in check stubs or deposit advice. The purposes of such committee shall be to assist in identifying in advance potential technical problems that might interfere with the efficient and effective introduction of

the planned change, any adverse impacts such change might have on employees and available means for ameliorating such impacts, and other changes that might improve the payroll and time keeping systems."

Section Four. Except as provided by Article E below or Section G of Exhibit A, a new section XIV shall be added to Article 14, Compensation, of the 1998-2001 County-Union General Employees Collective Bargaining Agreement, to read as follows:

"XIV. Overtime Calculations. To ensure continued compliance with the FLSA's "regular rate" calculation requirement, unless otherwise agreed between the parties, the County shall continue to calculate the base rate on which overtime is calculated in the same manner as it is calculated under the County's TESS payroll system immediately prior to the signing of this Master Settlement Agreement. This shall be the exclusive manner of calculating the base for overtime purposes.

ARTICLE D

Individual Agreements And Effect On This Master Settlement Agreement

Section One. Within thirty (30) days after this Master Settlement Agreement is signed by the parties, the County shall mail a copy of Exhibit A to each permanent employee who, on the date this Master Settlement Agreement is signed, occupies a budgeted position in an Union-represented classification listed in Section F(1)(b) of Exhibit A.

Section Two. After the signing of this Master Settlement Agreement by the parties hereto and confirmation from the County that the terms of Article E, Section One of the Master Settlement Agreement have been fully satisfied, the Union shall cause dismissal of any claim it has pending against the County in any forum which addresses the subject matters described in Article B of this Master Settlement Agreement and shall request all bargaining unit members to cause dismissal of any such claims they have pending. If all such claims are not promptly dismissed, this Master Settlement Agreement shall not become final or binding, as provided in Article E below.

ARTICLE E

Effective Date, Successor Agreement, And Integration Clause

Section One. No portion of this Master Settlement Agreement shall become final or binding on any party hereto until and unless the County's other affected unions (Multnomah County Groupworkers Union Local 88, MCDSA, MCCOA, ONA, IBEW Local 48 and IUOE Local 701) have signed Master Settlement Agreements concerning the general subject of this Agreement, the terms of Section F of Exhibit A have been timely met in all respects, including the requirement that ninety-seven percent (97%) of affected employees in all classifications listed in Section F(1)(b) timely execute and deliver Exhibit A to the County's Labor Relations Division. The County Labor Relations

Manager or his or her designee may waive the requirement that all of the above referenced bargaining agents sign Master Settlement Agreements as a condition of this agreement becoming final and binding if, in his or her judgment, such waiver would not substantially defeat the overall objective of obtaining repose on claims covered by the Master Settlement Agreements or the Exhibit A attached thereto. The Labor Relations Division shall inform the Union within ten (10) days after the conclusion of the period in which employees may timely return the signed Exhibit A whether, in its opinion, the condition precedent has been satisfied and of any waiver action pursuant to this Section.

Section Two. In addition, this Master Settlement Agreement shall not be binding on the County if the Union, all other affected County bargaining agents (including Multnomah County Groupworkers Union Local 88, IBEW, IUOE Local 701, ONA, MCDSA, and MCCOA) and all members of County bargaining units do not successfully and promptly cause the dismissal of all claims pending by them and members of their respective bargaining units similar to those described in Article D, section Two of this Master Settlement Agreement; PROVIDED, that the County Labor Relations Manager or his or her designee may waive the requirement that a bargaining agent listed in this Section or a bargaining unit member represented by a bargaining agent must dismiss a pending or potential claim if, in the judgment of the Labor Relations Manager or his or her designee, to do so would not substantially defeat the objective of obtaining repose on claims addressed by the Master Settlement Agreements or Exhibit A attached thereto. The Labor Relations Division shall promptly advise the union of any such waiver.

Section Three. The conditions set forth in Sections One and Two of this Article are conditions precedent. If they are not timely satisfied, this Master Settlement Agreement shall not be final or binding and shall be null and void. If the conditions precedent to making the Master Settlement Agreement final and binding are met, the amendments to the 1998-2001 collective bargaining agreement provided in this Master Settlement Agreement shall be prospectively incorporated in and supercede any conflicting or inconsistent terms of said collective bargaining agreement.

Section Four. The County may, by written notice to the Union, prospectively nullify this Master Settlement Agreement if conditions permitting withdrawal set out in Section G of Exhibit A occur.

Section Five. This written instrument constitutes the entire Master Settlement Agreement between the parties.

ARTICLE F

Attorney Fees

Within thirty (30) days after this Master Settlement Agreement becomes final and binding the County shall pay to the firm Willner, Keaney, Mata & U'Ren LLP the sum of three thousand eight hundred seventy-nine dollars (\$3,879) as its fee for representation services provided in connection with claims and potential claims addressed under this Master Settlement Agreement.

Done this day, August 6, 1998.

For the Union:
County Commissioners:


Joe Devlaeminck, President

For the Multnomah County Board of


Beverly Stein, Chair

For the Sheriff of Multnomah County,
Oregon:


Dan Noelle, Sheriff

For The District Attorney of
Multnomah County, Oregon


Michael Schunk, District Attorney

Negotiated:


Darrell Murray
Deputy Labor Relations Manager

Reviewed: THOMAS SPONSLOR,
COUNTY COUNSEL for MULT-
NOMAH COUNTY, OREGON

By 
Assistant County Counsel

EXHIBIT A

INDIVIDUAL COMPROMISE **SETTLEMENT AND RELEASE AGREEMENT**

A. Parties

This Settlement and Release Agreement (hereafter "Agreement" or "this Agreement") is between Multnomah County, Oregon (hereafter "County") and _____ (hereafter "Employee"). The parties agree as follows:

B. General Purpose

The purpose of this Agreement is to settle all claim(s), except for undiscovered clerical errors, which the Employee may have against the County for breach of the collective bargaining agreement, state or federal wage-hour or overtime laws, occurring between July 1, 1993 and the date this agreement becomes binding under section F below, arising out of the County's use of payroll system software which did not uniformly comply with the Fair Labor Standards Act's (FLSA's) base "regular rate" requirement for overtime calculation purposes or the 1996-97 transition from that system to a new payroll system (commonly referred to as the "TESS" system) which did comply with the FLSA but did not uniformly comply with the contractual basis for calculating overtime.

C. What The County Gives The Employee Under This Agreement

Except as provided in this section, the County will pay Employee a one-time-only payment of three hundred dollars (\$300) gross if the employee is regularly assigned to and works as a permanent employee in a classification listed in F(1)(b) below on March 1, 1998. Such payment shall be made within 60 days of the date this Agreement becomes fully binding on the parties, and shall be subject to normal payroll withholding taxes and deductions.

D. What The County Receives From The Employee

In exchange for the rights and benefits that this Agreement confers on the Employee, the Employee releases the County from all further liability for any claim the Employee filed or might have filed against the County related to the circumstances described in Article B above and alleging a breach of state or federal wage-hour laws, overtime laws, or the overtime provisions of the County-AFSCME Local 88 collective bargaining agreement (General Employee agreement or Juvenile Custody Specialist agreement, whichever normally applies to Employee), occurring between July 1, 1993 and the date this settlement agreement becomes final and binding, except for federal or state overtime or wage-hour claims arising from clerical errors not discovered as of the date this settlement

agreement becomes binding. If the Employee has any such claim pending in any forum at the time this Agreement is signed, the Employee shall cause such claim to be immediately dismissed. **The Employee acknowledges that he or she has had the opportunity to confer with an attorney and the union, as Employee deemed appropriate, in connection with this settlement and release agreement. The employee further acknowledges that the County encouraged the Employee to do so to ensure understanding of the Employee's rights under the law and collective bargaining agreement.**

E. Entire Agreement

This written Agreement is the entire Agreement between the County and the Employee.

F. When This Agreement Becomes Binding

1. This writing represents a conditional offer by the County that will not be deemed accepted by the Employee or binding on either party until and unless:
 - a. it is signed by the Employee and delivered to the County Labor Relations Division within sixty (60) days after the date this agreement is first delivered to the Employee or his or her last home address listed in the employee's personnel file maintained in the Employee Services Division, Department of Support Services, and
 - b. not less than ninety-seven (97%) percent of all regular County employees occupying regular budgeted positions in the following County job classifications, sub-classifications, and work units have signed and delivered similar agreements to the Labor Relations Division within the same sixty (60) day time period referenced in paragraph (a) of this subsection (1):

Corrections Officer (Corrections Deputy)
Corrections Supervisor (Sergeant)
Deputy Sheriff (Law Enforcement Deputy)
Sergeant (Law Enforcement)
Facilities Maintenance Worker (Including Leads)
Probation/Parole Officer (Including Leads)
Nurse Practitioner (regularly assigned to Corrections Health for any duration in excess of seven days beginning on or after October 1, 1994)
Community Health Nurse (regularly assigned to Corrections Health for any duration in excess of seven days beginning on or after October 1, 1994)

Licensed Practical Nurse (regularly assigned to Corrections Health for any duration in excess of seven days beginning on or after October 1, 1994)
Juvenile Custody Services Specialist (including Leads)

Juvenile Custody Services Specialist Supervisor
MCSO Records Technician
MCSO Records Technician Supervisor
Truck Driver
Maintenance Worker (including Leads)
Equipment/Property Technicians (including Leads)
Facility Security Officer (including Leads)

- c. The Master Settlement Agreement between the County and the Union becomes final and binding;

and,

- d. The Chair of the Board of County Commissioner signs the agreements.
2. If the conditions set out in subsection 1 of this section are not fully satisfied within sixty (60) days following the date this agreement is first delivered to the Employee or his or her last home address as described above, the offer and acceptance underlying this agreement shall be null and void; PROVIDED, that the County's Labor Relations Manager (or his or her designee) may extend the sixty (60) day period by up to one hundred eighty (180) additional days by written notice to the employee's bargaining agent. If this section 2 operates to nullify this agreement, the County agrees that the categories of claims from which the employee released the County as described in D above, arising within the time period specified therein, may be brought by the Employee (or in cases of grievance, their bargaining agent) within the statutorily prescribed time limit or within one hundred eighty (180) days after the county first delivers notice to the Employee or his or her address that this section 2 has operated to nullify the agreement, whichever is longer. Notice to the employee under this provision shall be to the employee's most recent home address reflected at the time of mailing in the employee's personnel file maintained in the Employee Services Division, Department of Support Services.

G. Withdrawal From Agreement

The County may unilaterally elect to withdraw from this agreement if (a) more than two percent (2%) of the employees listed in the classifications listed in Section F(1)(b) who have signed this or a similar release on the same subject attempt to repudiate such release after it becomes effective, or (b) the government of the State of Oregon or of the United States of America initiates independent action to require, or if any court thereof requires, the County to pay any amount owed that is the subject of this agreement to the employee in a manner, amount, or at a time different than that provided in this agreement. If this happens, the employee may within one hundred eighty (180) days after such withdrawal by the County initiate claims previously waived and described in Section D above, and payments made by the County to the Employee under this agreement shall be offset against any liability the County has on such claims.

This Agreement is made this day, _____, 199_____.

The Employee:

For Multnomah County:

Beverly Stein, Chair
Board of County Commissioners

Reviewed: Thomas Sponsler
County Counsel for Multnomah
County, Oregon

By _____
Assistant County Counsel

MEETING DATE:

JUN 25 1998

JUL 09 1998

AGENDA

NO:

ESTIMATED START TIME:

10:00 10:30

(Above Space for Board Clerk's Use ONLY)

AUG 06 1998

AGENDA PLACEMENT FORM

R-11
10:07

SUBJECT: First reading of ordinance designating authority for operation of secure residential drug and alcohol treatment facilities

Board Briefing:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 6/25/98

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Community Justice

CONTACT: Lore Joplin

DIVISION: JACJ

TELEPHONE #: 248-3438

BLDG/ROOM#: 311/JJD

PERSON(S) MAKING PRESENTATION: Elyse Clawson

ACTION REQUESTED

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

SUGGESTED AGENDA TITLE

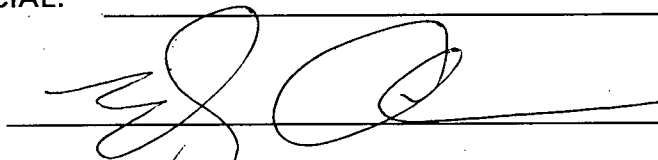
First reading of ordinance designating the County supervisory authority, defining County secure residential treatment facilities, and amending MCC 2.30.800 and creating MCC 2.30.310

SIGNATURES REQUIRED

ELECTED OFFICIAL:

(OR)

DEPARTMENT
MANAGER:



ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any questions? Please call the Board Clerk @ 248-3277

98 JUN 17 AM 9:40
MULTNOMAH COUNTY
ORDINANCE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE
JUVENILE COMMUNITY JUSTICE
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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: Elyse Clawson, Director
Department of Juvenile and Adult Community Justice

DATE: June 16, 1998

SUBJECT: Approval of an Ordinance Designating the Director of the Department of Juvenile and Adult Community Justice to Operate Secure Residential Facilities for the Treatment of Drug and Alcohol Addicted Offenders

RECOMMENDATION/ACTION REQUESTED:

The Department of Juvenile and Adult Community Justice recommends the Board's approval of the ordinance designating the director of the Department of Juvenile and Adult Community Justice to operate secure residential facilities for the treatment of drug and alcohol addicted offenders.

BACKGROUND/ANALYSIS:

Multnomah County planned to include secure alcohol and drug treatment, operated by community corrections, as part of the county's plan to manage offenders sentenced to 12 months or less who would be kept locally beginning January 1, 1997 (SB 1145). The original plan was to operate secure treatment at three separate sites. As planning progressed, the decision was made for community corrections to operate one large treatment facility and to co-site the facility with the Radio Towers jail.

During the planning for the secure alcohol and drug treatment facility co-sited with the Radio Towers Jail, many differences of opinion were brought up for discussion between the Multnomah County Sheriff's Office, who will operate the jail, and Adult Community Justice, who will operate the treatment facility. Many of these differences were resolved

through a process of cooperative discussion and decision-making. The areas of greatest conflict were about how offenders would enter the facility and whether offenders would be allowed escorted travel outside the facility for transition planning before discharge. There was not a common understanding regarding the final authority on how these conflicts would be resolved. Because of this, both the Chair and the Sheriff requested a legal opinion from county counsel.

On April 29, 1998, county counsel answered the question, "Does the Multnomah County Home Rule Charter require that the Sheriff administer the proposed alcohol and drug treatment facility?" County counsel concluded that it did not, and that the Board had the authority to determine the administrator of the treatment facility.

On June 2, 1998, a meeting was held with the Sheriff, the Chair, the District Attorney, the Director of Juvenile and Adult Community Justice, and Fred Stickel of the Citizens Crime Commission. As part of the agreement reached at that meeting, the secure alcohol and drug treatment program is to be moved off the jail site thus eliminating the Sheriff's concerns about the operation of the facility at the Tower Jail site.

FINANCIAL IMPACT:

A new siting process will need to be completed to find a site for the secure alcohol and drug facility. Most of the architectural design work already completed could be used at a new site, so the change would not add costs to those already incurred. There may be some savings in operation of the facility, since some of the agreements made with the Sheriff's Office about staffing at the towers site added costs not required to operate secure treatment.

LEGAL ISSUES:

The ordinance is consistent with the legal opinion of county counsel on April 29, 1998 regarding the administration of the secure alcohol and drug treatment facility.

CONTROVERSIAL ISSUES:

The operation of the secure alcohol and drug treatment facility has been a controversial issue, with disagreements between the Sheriff's Office and Juvenile and Adult Community Justice regarding how offenders would enter and leave the facility. Although these specific issues were resolved, the agreement reached on June 2 included removing the treatment facility from the Radio Towers Jail site. This ordinance implements that portion of the agreement.

LINK TO CURRENT COUNTY POLICIES:

The secure alcohol and drug treatment program directly addresses the benchmarks of reducing crime and improving public safety. It targets services to those offenders at greatest risk of committing a new crime and provides services most correlated by research with reductions in criminal behavior. It is an important link in the continuum of community sanctions operated by Community Justice, and fits with the agency mission to enhance public safety and promote the positive change of offenders in the community through integrated supervision, rehabilitation, and enforcement strategies.

CITIZEN PARTICIPATION:

N/A

OTHER GOVERNMENTAL PARTICIPATION:

N/A



Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

DAN NOELLE
SHERIFF

(503) 256-3600
TTY (503) 251-2484

MEMORANDUM

TO: Chair Bev Stein

cc: Board of County Commissioners
Charter Review Committee
Fred Stickel, Oregonian Publisher
DA Mike Schrunk
Chief Bernie Guisto, Gresham PD
Gerald McFadden, Volunteers of America (LPSCC)
Elyse Clawson, Juvenile and Adult Community Justice

FROM: Sheriff Dan Noelle *Dan Noelle*

RE: Agreements reached June 2, 1998

DATE: June 18, 1998

I have reviewed your memo of June 15 describing your understanding of the agreement reached in the June 2 meeting in Fred Stickel's office). My understanding of where we are is as follows:

1. I have received a copy of the letter to Dave Kim and Tim Dabareiner. I understand that the Board intends to move the 300 beds for alcohol and drug treatment to another site. I am opposed to your ordinance that still attempts to redefine the role of the sheriff. State law and the charter already define those roles and this appears to return to the Charter Committee's issues. (see last paragraph) This was never part of our agreement.
2. I am pleased that the \$766,000 will be moved to the Sheriff's budget. As I told you in an earlier memo we have 111 inmates on a waiting list through the month of August. The 40 beds at the Restitution Center will be used to free up current jail beds.
3. The understanding that I have of my ability to appoint outside council is contained in the ordinance that I have proposed and forwarded to the Board of County Commissioners for consideration. (see attached) The language you have proposed does not allow me to seek outside legal advice and appears to discontinue my ability to get advice on this issue effective June 15. I still feel that a series of well-crafted legal questions and answers could help us resolve that issue.
4. On June 23 I have scheduled a meeting in Kenton from 6:00 to 8:00 p.m. to explain the change at the new jail site in regards to the A and D facility. My understanding is that the meeting in Troutdale starts at 8:00 p.m. and I will attend as soon as I have completed the meeting in Kenton. As I explained to people during the June 2 meeting in Fred Stickel's office and public comments prior to that meeting, my concern about the alcohol and drug

Memo to Chair Stein
June 18, 1998
Page 2

facility all along has had to do with commitments we had made to the community and safety issues. Within that framework I certainly agree to work with you and Sharron Kelley to explore with the City of Troutdale the use of those beds. If an agreement can be reached with Troutdale, it is my expectation that at least 190 beds will be added to the Radio Tower site in the initial construction. We cannot reduce jail beds while we are still continuing to matrix.

5. I greatly appreciate Fred Stickel and the Citizens Crime Commission. Without the involvement of Fred Stickel and DA Mike Schrunk, I suspect that we would never have had an opportunity to reach an agreement. I am certainly looking forward to working with the Citizens Crime Commission and seeing their recommendations.

I believe the Charter Review Committee clearly understands the issue. The Charter gave the Sheriff responsibility for the administration of the jail, and I suspect prior Charter Review Committees and the public intended that to include Multnomah County inmates held in custody. The legislature never intended for SB1145 to change the role of the Sheriff. I have attached letters from the Office of the Governor and Association of Oregon Counties (AOC). AOC and the Governor helped draft and frame SB1145. The balance of power is created by Board of County Commissioners controlling the budget and the Sheriff's responsibility for safe and responsible custody of the inmates. This forces us to have debates about the issues and gives the public a clear opportunity to decide how we balance the budget with the public's safety. I believe this is a healthy system.

JOHN A. KITZHABER
GOVERNOR



August 21, 1995

TO: Jim Willis, Coordinator
Community Corrections Action Team

FROM: Steve Marks *SM*

SUBJECT: Senate Bill 1145

This memo is to clarify any misunderstanding related to Section 27 of Senate Bill 1145. Section 27 was designed as a definition section only. There was never an intent then nor is there an intent now to remove from the Sheriffs the responsibility for operating the jails in their communities.

Should this section continue to be an issue of concern to the Sheriffs of Oregon, we will address additional clarification language during the January special session.

SM:lgw



ASSOCIATION OF OREGON COUNTIES

LOCAL GOVERNMENT CENTER 1201 COURT STREET N.E. P.O. BOX 12729 SALEM, OREGON 97309-0729 (503) 585-835

August 21, 1995

Art Martinak, Executive Director
Oregon State Sheriffs Association
3000 Market Street NE
Salem, Oregon 97302

Subject: Section 27, SB 1145 (1995 Regular Session).

Dear Art:

The question has arisen as to whether section 27 of this bill authorizes the county governing body to take control of the county jail from the sheriff. You have asked for my understanding of what the bill and, in particular, section 27 were intended to do.

My understanding of the agreement between OSSA and AOC, of which section 27 was a part, is that the county governing body would have authority to designate the supervisory authority ONLY FOR PURPOSES OF DETERMINING WHO HAS AUTHORITY TO MOVE PRISONERS from one level of custody, or one program, to another. The sheriff would continue to be the operator of the jail. Section 27 is a definition section that applies only to four other specified areas of the bill. None of those areas deal with who operates jails. Rather, they deal with who has responsibility for the custody of prisoners sentenced to 12 months or less, and with what authority the custodian of those prisoners has over what sanctions they get. The agreement between OSSA and AOC was that when an offender is in the county jail, the person with authority over that offender will be the sheriff (just as it is now). The authority of the supervisory authority, as designated by the county governing body in section 27, is to move offenders among available sanctions, subject to the authority of the court to require incarceration. I believe the legislative history will reflect that understanding. Other laws that designate the sheriff as the keeper of the local correctional facility are unchanged, and are not intended to be affected by this legislation.

Sincerely,

Paul Snider
Legal Counsel

AGREEMENT

The parties to this Agreement are BEVERLY STEIN, Chair of the Multnomah County Board of Commissioners and DAN NOELLE, Multnomah County Sheriff. This Agreement is the result of our discussions at a June 2, 1998 meeting, which was proposed by the Executive Committee of the Multnomah County Public Safety Coordinating Council and convened by Fred Stickel in his office at The Oregonian. Also present at that meeting were the following members of the Public Safety Coordinating Council: District Attorney Mike Schrunk, Chief Bernie Giusto, Gerald McFadden, Elyse Clawson, Ray Mathis and Council Director Peter Ozanne.

Pursuant to our discussions at this meeting, WE AGREE as follows:

We agree to appear together, along with District Attorney Mike Schrunk, at the June 2, 1998 meeting of the Multnomah County Charter Review Commission and to jointly request that the Commission table to withdraw a proposal pending before it. That proposal recommends that the Multnomah County Charter be amended to authorize the Sheriff to assume all responsibility for and authority over corrections in the County, including administration of the Department of Juvenile and Adult Community Justice. Our agreement to make this joint appearance and request before the Charter Review Commission is subject to the following conditions:

1. The proposed 300-bed Alcohol and Drug Treatment Facility, currently planned to be co-sited with the new Multnomah County Jail at a location known as the "Radio Tower Site", will now be located at another site. The parties agree that the new Alcohol and Drug Treatment Facility will be operated by the Department of Adult Community Justice. The Chair and the Sheriff agree to go with the City of Troutdale to explore the use of MCCF for alcohol and drug treatment. If MCCF is approved, at least 190 beds will be added to the Radio Tower site;
2. The County Chair represents that she will obtain approval of the Board of County Commissioners to approve funding for 1998-99 in the approximate amount of \$766,000 for operation of an additional 40 beds in the Multnomah County Restitution Center in Sheriff's budget;
3. The County Chair represents that she will obtain approval of the Board of County Commissioners to amend the Multnomah County Code to authorize Sheriff to retain outside legal counsel to advise the Sheriff under certain circumstances and retroactively; and
4. The issue of unnecessary duplication of services between the Sheriff's Office and the Department of Adult Community Justice, which might lead to inefficiencies and unnecessary costs, will be referred to the Portland Citizens Crime Commission. The Citizens Crime Commission will study this issue, identify such duplication of services, and refer any findings and recommendations to the Board of Commissioners for its consideration in consultation with the Sheriff.

DATED: _____

DATED: _____

Chair Beverly Stein
Multnomah County Board of Commissioners

Sheriff Dan Noelle
Multnomah County



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: mult.chair@co.multnomah.or.us

June 15, 1998

TO: Dan Noelle

FROM: Beverly Stein 

CC: Board of County Commissioners
Charter Review Committee
Attendees at June 2 meeting

RE: Agreements reached June 2, 1998

At our meeting at the Oregonian in Fred Stickel's office we came to a number of agreement. You complied with most of your part of the agreement by appearing before the Charter Review Commission to recommend withdrawal of the proposal to move community corrections to the sheriff's office. Outstanding is your commitment regarding Troutdale (see point 4 below). Below is an outline of how I am complying with my part of the agreement.

1. Attached is a letter I have sent to Dave Kim and Tim Dabareiner indicating that the 300 bed secure alcohol and drug facility will be located at a site other than the Radio Towers site. Attached also is the previously circulated ordinance which clarifies that Community Corrections will operate such facilities. This ordinance will be filed for consideration by the BCC on June 25.
2. I will submit a bud mod which moves \$766,000 for operating 40 new beds at the Restitution Center from the public safety levy contingency to your budget. This bud mod will be filed for consideration by the BCC on June 25. Also attached is the memo which responds to your previous memo regarding these funds.
3. Attached is an ordinance which gives you new authority to appoint counsel to advise you in situations where it is warranted. This creates the same right for you as a Board member will have. With approval of the BCC you may appoint counsel of your choosing within a budgeted allotment set by the board. I have also included a memo from counsel regarding how other jurisdictions treat this issue. What I have proposed is



consistent with those approaches. The ordinance contains language which will permit payment from your budget of your past legal bills.

4. On June 23 Commissioner Kelley, Elyse Clawson and I will be appearing before the Troutdale City Council to discuss the possibility of using the MCCF Troutdale facility for the A and D secure facility. You have agreed to support the use of MCCF for the secure A and D facility and I hope you will attend that meeting to reaffirm that position. If Troutdale is used for the A and D facility we will have to discuss how to backfill those jail beds.

5. Attached is a letter Fred Stickel thanking him for taking on the task of looking at unnecessary duplications of service between the sheriff's office and community justice and making recommendations regarding such findings to the BCC. Apparently Ray Mathis has set a meeting for June 23 for you and Elyse to discuss the outlines of this effort.

It is my understanding that a majority of the BCC supports the above.

sher.doc



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: mult.chair@co.multnomah.or.us

June 12, 1998

Dave Kim
Kitchell
421 SW Sixth Ave, Suite 1300
Portland, Or 97204

Tim Dabareiner
Barney and Worth
1211 SW Fifth Ave, Suite 2100
Portland, Or 97204

Dear Mr. Kim and Mr. Dabareiner:

The Sheriff and I have had a continuing series of discussions over the past month regarding a number of public safety issues. At a meeting last week, we came to a number of agreements. One of them impacts the siting process at the Radio Towers site.

We agreed that we would not try to site the proposed 300 bed secure residential alcohol and drug facility at the Radio Towers site. I have discussed this action with other Board members and they are in agreement.

The Board is tentatively scheduled to have a thorough discussion of the public safety siting issues around the new jail and the alcohol and drug facility on the morning of July 23. We welcome your participation. You will be receiving a specific agenda in the next couple of weeks.

I look forward to continuing to work together on this process.

Sincerely,


Beverly Stein

- c. Board of County Commissioners
- c. Sheriff
- c. Elyse Clawson



BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance designating the County supervisory authority, defining County secure residential treatment facilities, and amending MCC 2.30.800 and creating MCC 2.30.310.

(~~Shaded~~ Language is to be deleted; **Bold** Language is new)

Multnomah County ordains as follows:

Section 1. Findings

- a. Since January 1, 1997, state law has required counties to assume responsibility for persons convicted of a felony and placed on probation, on parole or post prison supervision, or sanctioned or sentenced to a term of 12 months or less. It authorizes the Board to designate an agency or official as the "supervisory authority" to operate community based corrections supervision, custodial facilities or both. It allows the supervisory authority to impose sanctions other than incarceration.
- b. It is in the best interests of the citizens of Multnomah County for the Sheriff and the Department of Juvenile and Adult Community Justice to jointly serve as the county supervisory authority

- c. The supervisory authority needs a continuum of secure and non-secure supervision for offenders.
- d. It is in the best interests of Multnomah County to operate both local correctional facilities and local secure residential alcohol and drug treatment facilities as part of the continuum of supervision.
- e. Local correctional facilities are defined by state law as jails for the reception and confinement of prisoners. Their principal purpose is the detention and confinement of persons held with criminal charges or sentenced to incarceration. Local correctional facilities do not include juvenile detention facilities.
- f. Residential treatment facilities are defined by state law as facilities that provide for six or more alcohol or drug dependant persons, residential care and treatment in one or more buildings on contiguous property.

Section 2. MCC 2.30.800 is amended to read as follows:

2.30.800. Duties of the sheriff.

- (A) The sheriff shall perform the functions of that office prescribed by state law and shall administer the jails and corrections facilities of the county.
- (B) The sheriff and the director of the department of juvenile and adult community justice shall operate jointly as the county

supervisory authority. In the role of supervisory authority, the sheriff is designated to operate county jails and local correctional facilities.

- (C) Local correctional facilities as defined by state law do not include juvenile detention facilities or secure residential treatment facilities.

Section 3. MCC 2.30.310 is created as follows:

2.30.310. Department Director.

- (A) The director of the department of juvenile and adult community justice shall operate jointly with the sheriff as the county supervisory authority. The director is designated to operate corrections supervision services, juvenile detention facilities and secure residential treatment facilities for the treatment of drug or alcohol addicted offenders.
- (B) Secure residential treatment facilities whose principle purpose is the treatment of drug and alcohol addicted offenders are custodial facilities, but are not local correctional facilities.

Section 4. Effective Date.

This Ordinance shall become effective on _____.

ENACTED this _____ day of _____, 1998, being the date of its

_____ reading before the Board of County Commissioners of Multnomah County,
Oregon.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel

Data/Advisory/Ordinances/Supervisory authority ord.doc



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: mult.chair@co.multnomah.or.us

June 8, 1998

Memorandum

TO: Sheriff Dan Noelle

FROM: Chair Beverly Stein 

CC: Commissioner Gary Hansen
Commissioner Sharon Kelley
Commissioner-elect Diane Linn
Commissioner-elect Lisa Naito

RE: Sheriff's Budget Request

I have received and reviewed your June 1st memo. In it, you request that the Board of County Commissioners "not move the \$766,000 from the work release beds at the Multnomah County Restitution Center (MCRC) to fund 'Relapse Prevention and Intervention and Mental Health services for dual diagnosis clients.'"

I am pleased that we have reached agreement over MCRC funding as per our June 2 meeting at the Oregonian. However, I do wish to clarify that no money has been 'moved' from the Restitution Center to fund non-public safety services. The Board took two very distinct budget actions regarding the items you mention.

- In accordance with the 1996 levy and consistent with the County's comprehensive public safety approach, the Board approved an Adult Alcohol and Drug Treatment (A&D) package at just over \$1 million which contains mental health services for clients with dual substance abuse and mental health problems.
- Due to documented difficulties at MCRC in getting people into work release beds, which resulted in the 40 extra beds approved in last year's budget not being used, the Board withheld \$766,000 in funds *pending resolution of these difficulties and a demonstrated need for these beds.*

Although Measure 50 no longer requires us to segregate 1996 levy funds from the general fund, the Board has kept faith with the voters by directing levy funds to public safety services promised in the levy. Services targeted to dual diagnosis clients are only one component of this year's Board-approved A&D package, but these mandatory services are clearly consistent with the type of "intensive intervention" promised in the ballot explanatory statement. This package has in no way affected the possibility of funding work release beds.

Once again, I am glad we have reached agreement over MCRC funds. With the restoration of these extra work release beds, I look forward to the full use of this facility.



BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY OREGON

ORDINANCE NO. _____

An Ordinance amending MCC 7.201 relating to the Office of County Counsel.

(Stricken language in brackets [] is to be deleted; **Bold** language is new.)

Multnomah County ordains as follows:

Section 1. MCC 7.201 (M) shall be amended as follows:

(M) Employ outside legal counsel on behalf of the county when the County Counsel deems it necessary or appropriate to do so. A majority of the entire board may also employ outside legal counsel for a specific county matter, **and a majority of the entire board may authorize a board member, sheriff, district attorney or auditor to retain outside legal counsel to advise the elected county official on a specific county matter. The board shall specify the amount of the elected official's budget that may be appropriated for this purpose.** With these exceptions no county elected official, board, commission, committee, department director or employee shall employ or be represented by counsel other than the County Counsel.

Section 2. Ratification.

The board hereby ratifies the Sheriff's action in retaining the law firm of Bullard, Korshoj, Smith & Jernstedt to provide legal advice to the Sheriff on the issue of the Sheriff's authority as it relates to the county's proposed secure residential alcohol and drug treatment facility. This ratification applies to legal advice rendered on the stated issue up to and including June 15, 1998. In addition, the board hereby

authorizes the Sheriff to pay Bullard, Korshoj, Smith & Jernstedt for services rendered up to and including June 15, 1998. Said payment shall be made out of the Sheriff's budget.

Section 3. Effective Date.

This Ordinance shall be come effective on _____.

ENACTED this _____ - day of _____, 1998, being the date of its

_____ reading before the Board of County Commissioners of Multnomah County, Oregon.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

Jacqueline Weber, Assistant County Counsel



OFFICE OF MULTNOMAH COUNTY COUNSEL

THOMAS SPONSLER
County Counsel

1120 S.W. FIFTH AVENUE, SUITE 1530
PORTLAND, OREGON 97204-1977

SANDRA N. DUFFY
Chief Assistant

FAX 248-3377
(503) 248-3138

SUSAN DUNAWAY
KATIE GAETJENS
GERALD H. ITKIN
JEFFREY B. LITWAK
STEVEN J. NEMIROW
MATTHEW O. RYAN
AGNES SOWLE
JOHN S. THOMAS
JACQUELINE A. WEBER
Assistants

MEMORANDUM

To: Chair Stein

Cc: Sheriff Noelle
Commissioner Kelley
Commissioner Hansen
Commissioner Linn
Commissioner Elect Naito

From: Jacqueline A. Weber *JA*
Assistant County Counsel

Subject: Proposed Amendment to County Counsel Ordinance

In conjunction with the proposed amendment to the county counsel ordinance, you requested that we survey other counties as to how they deal with requests for outside legal counsel by elected county officials. You have also asked for a legal analysis of the effect of a legal opinion, whether issued by county counsel, or by authorized outside legal counsel.

CURRENT ORDINANCE

Under Multnomah County's current ordinance, the Board has delegated to county counsel the authority to employ outside counsel on behalf of the county when county counsel deems it appropriate or necessary. It further provides that no county elected official or other county official shall be represented by counsel other than county counsel, with one exception; a majority of the Board may employ outside legal counsel on a specific matter. Under this ordinance, there is no authority for an elected county official to retain outside counsel to advise them on county issues.

STATUTORY AUTHORITY

State law provides for the appointment of county counsel by the board of each county, to serve at the pleasure of the board. ORS 203.145 provides in pertinent part:

- (2) Unless otherwise provided by county charter or legislation enacted pursuant thereto, the board of each county may appoint a person or persons licensed to practice law in the State of Oregon as counsel to advise the board and other county officers, to render services in connection with legal questions of a civil nature arising in the discharge of their functions, to prosecute violations of county law as defined by ORS 203.810, and

to provide such additional services as the board determines. Counsel shall serve at the pleasure of the board, on a full-time or part-time basis, and be compensated in the manner and amounts the board determines.

This statute by its terms does not govern Multnomah County, which is a charter county that has enacted specific legislation regarding county counsel.

SURVEY OF OTHER COUNTIES

I have surveyed 5 other Oregon counties, Washington, Clackamas, Marion, Lane, and Jackson, regarding the circumstances under which they may retain outside counsel, and how the authority to make that decision is delegated.

Clackamas County and Marion County have no ordinance, administrative rule, resolution or other written procedure. They are presumably governed by ORS 203.145 set out above. Jackson County has a very general ordinance, which does not address the issue at all.

Lane County, which is a charter county, has adopted by ordinance rules relating to sources of legal services. County Counsel is designated to provide legal advice on civil matters to the Board of Commissioners and to county departments. Outside legal counsel is authorized where (1) County Counsel determines that an ethical conflict of interest exists, in which case County Counsel's determination is then referred to the Board; (2) where County Counsel does not have the expertise to handle a particular legal matter; (3) where appropriate under the Tort Claims Act; or (4) upon approval of the Board of a request for a private attorney. The ordinance also provides that in any case where a private attorney is retained County Counsel shall authorize payment from appropriate budgeted funds not to exceed \$2,500. If it is necessary to exceed this amount, the fee agreement is handled through the normal contract process.

Washington County established the office of County Counsel and appointed a County Counsel to act as its chief legal advisor pursuant to ORS 203.145, supra, which provides for the appointment of legal counsel by the board of the county. In addition, the Board passed a Resolution identifying the functions and responsibilities of county counsel. The Resolution deals with the issue of appointment of outside legal counsel as follows:

RESOLVED AND ORDERED, from time to time, it may be necessary for the County to acquire outside legal assistance and/or representation and in such cases County Counsel, unless precluded by conflict of interest or otherwise, shall provide the following services:

- 1) Provide consultation as to the necessity and appropriateness of outside legal counsel; and
- 2) Provide advice as to the selection of outside legal counsel; and
- 3) Monitor performance of outside legal counsel performance and provide necessary and appropriate assistance;

The Resolution does not give any indication how Washington County would deal with a request for outside legal counsel to advise a county elected official on county issues.

CONCLUSION

Of the counties surveyed, the ultimate authority to retain counsel rests with the governing board, either pursuant to statute, or ordinance. Given that Multnomah County is governed by charter, the

Board may by ordinance retain the sole authority to appoint legal counsel, or delegate that authority in whole or in part.

EFFECT OF LEGAL ADVICE/OPINION

You have asked what would be the effect of a County Counsel opinion that differs from or is in conflict with an advisory opinion provided by outside legal counsel. A legal opinion provided to the county, whether by County Counsel, or by authorized outside counsel, is not binding on the county. Its purpose is to provide analysis of applicable law to specific facts at issue, and to assess likely outcomes and risks in following a particular course of action. This provides guidance upon which policy makers, or the Board on legislative matters, can make an informed decision. A legal opinion does not have legally binding effect. Therefore, conflicting legal opinions on the same subject would simply provide differing information for the policy makers to evaluate.



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: mult.chair@co.multnomah.or.us

June 12, 1998

Fred Stickel
Oregonian
1320 SW Broadway
Portland, Oregon 97201

Dear Fred,

I want to thank you for the role you took last week in helping me and the sheriff come to an agreement which to avoid a potentially serious disruption to the heretofore excellent working relations we have had in the criminal justice community.

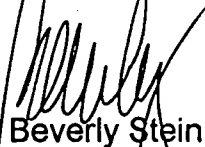
One of the issues of agreement we reached in the meeting in your office was that the Citizens' Crime Commission would do a review of specific programs and services managed and operated by the Multnomah County Sheriff's Office and Juvenile and Adult Community Justice to determine any areas of duplication and overlap of services. As chair, you agreed that the Citizen's Crime Commission is an appropriate group of people to perform this task.

As a starting point you may want to review the following information to determine if duplication exists:

- Names of people served during a specific time period
- Unique identifiers (SID Numbers, CPMS Numbers, etc.) of offenders/inmates
- Risk level of participants
- Jurisdiction of offender while the service is utilized
- Purpose of the program
- Length of time of program
- Expected outcomes
- Description of successful completion
- % of inmates/offenders successfully completing the program
- Community expectations of similar programs
- Involvement of outside contractors
- Program expectation from partners in the Criminal Justice System
- Staff assigned to program service
- Cost comparisons of similar programs services.

Helpful sources for information regarding the functions of the sheriff's office and the Department of Community Justice include the Honorable Julie Franz, Chief Criminal Judge and the Honorable James Ellis, Chief Presiding Judge. The judges have frequent contact with services operated by both organization and have some thoughts on system improvements. I am sure there are others who would provide valuable information. I am happy to assist you in obtaining any information you may need to do your evaluation.

Very truly yours,



Beverly Stein

Cc: Ray Mathis, Executive Director, Citizens' Crime Commission
Dan Noelle, Sheriff, Multnomah County
Elyse Clawson, Director, Juvenile and Adult Community Justice

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance designating the County supervisory authority, defining County secure residential treatment facilities, and amending MCC 2.30.800 and creating MCC 2.30.310.

(Shaded Language is to be deleted; **Bold** Language is new)

Multnomah County ordains as follows:

Section 1. Findings

- a. Since January 1, 1997, state law has required counties to assume responsibility for persons convicted of a felony and placed on probation, on parole or post prison supervision, or sanctioned or sentenced to a term of 12 months or less. It authorizes the Board to designate an agency or official as the "supervisory authority" to operate community based corrections supervision, custodial facilities or both. It allows the supervisory authority to impose sanctions other than incarceration.
- b. It is in the best interests of the citizens of Multnomah County for the Sheriff and the Department of Juvenile and Adult Community Justice to jointly serve as the county supervisory authority

- c. The supervisory authority needs a continuum of secure and non-secure supervision for offenders.
- d. It is in the best interests of Multnomah County to operate both local correctional facilities and local secure residential alcohol and drug treatment facilities as part of the continuum of supervision.
- e. Local correctional facilities are defined by state law as jails for the reception and confinement of prisoners. Their principal purpose is the detention and confinement of persons held with criminal charges or sentenced to incarceration. Local correctional facilities do not include juvenile detention facilities.
- f. Residential treatment facilities are defined by state law as facilities that provide for six or more alcohol or drug dependant persons, residential care and treatment in one or more buildings on contiguous property.

Section 2. MCC 2.30.800 is amended to read as follows:

2.30.800. Duties of the sheriff.

- (A) The sheriff shall perform the functions of that office prescribed by state law and shall administer the jails and corrections facilities of the county.
- (B) **The sheriff and the director of the department of juvenile and adult community justice shall operate jointly as the county**

supervisory authority. In the role of supervisory authority, the sheriff is designated to operate county jails and local correctional facilities.

- (C) Local correctional facilities as defined by state law do not include juvenile detention facilities or secure residential treatment facilities.**

Section 3. MCC 2.30.310 is created as follows:

2.30.310. Department Director.

- (A) The director of the department of juvenile and adult community justice shall operate jointly with the sheriff as the county supervisory authority. The director is designated to operate corrections supervision, programs and services, juvenile detention facilities and secure residential treatment facilities for the treatment of drug or alcohol addicted offenders.**
- (B) Secure residential treatment facilities whose principle purpose is the treatment of drug and alcohol addicted offenders are custodial facilities, but are not local correctional facilities.**

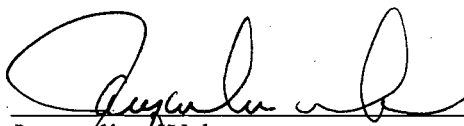
Section 4. Effective Date.

Adopted this day of 1998, being the date of its second reading
before the Board of County Commissioners of Multnomah County,
Oregon.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair
Multnomah County Commissioners

REVIEWED:
THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON



Jacqueline Weber
Assistant County Counsel

BOGSTAD Deborah L

From: FORD Carol M
Sent: Monday, August 03, 1998 3:55 PM
To: WEBER Jacquie A
Cc: BOGSTAD Deborah L
Subject: RE: Supervisory Authority Ordinance

Jacquie -

Can you give Deb Bogstad a signed copy of the new ordinance? Bev will ask the Board to substitute the new one - because Elyse and the Sheriff believe it clarifies the definition of the supervising authority. Thanks. Carol

From: WEBER Jacquie A
Sent: Monday, August 03, 1998 3:38 PM
To: MOYER Catherine M
Cc: FORD Carol M; SPONSLER Thomas
Subject: Supervisory Authority Ordinance

Thanks for the FAX. I received the originla note from Dan and the Fax at the same time.

Could you let Dan know that I have added even greater clarity to Section 3, because I had inadvertently left out a couple crucial aspects of the parole and probation function. The last sentence of Section 3 now reads (added words underlined):

"The director is designated to operate community based corrections supervision services and sanctions for offenders on parole, post prison supervision , probation or conditional release from jail, and to operate juvenile detention facilities and residential treatment facilities for the treatment of drug or alcohol addicted offenders."

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

ORDINANCE NO. _____

An ordinance designating the County supervisory authority, defining County secure residential treatment facilities, and amending MCC 2.30.800 and creating MCC 2.30.310.

(~~Shaded~~ Language is to be deleted; **Bold** Language is new)

Multnomah County ordains as follows:

Section 1. **Findings**

- a. Since January 1, 1997, state law has required counties to assume responsibility for persons convicted of a felony and placed on probation, on parole or post prison supervision, or sanctioned or sentenced to a term of 12 months or less. It authorizes the Board to designate an agency or official as the “supervisory authority” to operate community based corrections supervision, custodial facilities or both. It allows the supervisory authority to impose sanctions other than incarceration.
- b. It is in the best interests of the citizens of Multnomah County for the Sheriff and the Department of Juvenile and Adult Community Justice to jointly serve as the county supervisory authority

- c. The supervisory authority needs a continuum of secure and non-secure supervision for offenders.
- d. It is in the best interests of Multnomah County to operate both local correctional facilities and local residential alcohol and drug treatment facilities as part of the continuum of supervision.

Section 2. MCC 2.30.800 is amended to read as follows:

2.30.800. Duties of the sheriff.

- (A) The sheriff shall perform the functions of that office prescribed by state law and shall administer the jails and corrections facilities of the county.
- (B) **The sheriff and the director of the department of juvenile and adult community justice shall operate jointly as the county supervisory authority. In the role of supervisory authority, the sheriff is designated to operate county jails and local correctional facilities.**

Section 3. MCC 2.30.310 is created as follows:

2.30.310. Department Director.

- (A) **The director of the department of juvenile and adult community justice shall operate jointly with the sheriff as the county supervisory authority. The director is designated to operate community based corrections supervision for offenders on parole, post prison supervision, probation, or conditional release**

**from jail, and to operate juvenile detention facilities and
residential treatment facilities for the treatment of drug or alcohol
addicted offenders.**

Section 4. Effective Date.

This Ordinance shall become effective on _____.

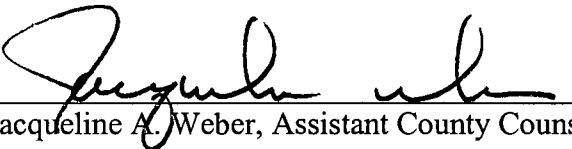
ADOPTED this _____ day of _____, 1998, being the date of its
second reading before the Board of County Commissioners of Multnomah County,
Oregon.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon



Jacqueline A. Weber, Assistant County Counsel

Data/Advisory/Ordinances/Supervisory authority ord.doc

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance designating the County supervisory authority and amending MCC 2.30.800 and creating MCC 2.30.310.

(Shaded Language is to be deleted; **Bold** Language is new)

Multnomah County ordains as follows:

Section 1. Findings

- a. Since January 1, 1997, state law has required counties to assume responsibility for persons convicted of a felony and placed on probation, on parole or post prison supervision, or sanctioned or sentenced to a term of 12 months or less. It authorizes the Board to designate an agency or official as the “supervisory authority” to operate community based corrections supervision, custodial facilities or both. It allows the supervisory authority to impose sanctions other than incarceration.
- b. It is in the best interests of the citizens of Multnomah County for the Sheriff and the Department of Juvenile and Adult Community Justice to jointly serve as the county supervisory authority
- c. The supervisory authority needs a continuum of secure and non-secure supervision for offenders.

- d.) It is in the best interests of Multnomah County to operate both local correctional facilities and local residential alcohol and drug treatment facilities as part of the continuum of supervision.

Section 2. MCC 2.30.800 is amended to read as follows:

2.30.800. Duties of the sheriff.

- (A) The sheriff shall perform the functions of that office prescribed by state law and shall administer the jails and corrections facilities of the county.
- (B) **The sheriff and the director of the department of juvenile and adult community justice shall operate jointly as the county supervisory authority. In the role of supervisory authority, the sheriff is designated to operate county jails and local correctional facilities.**

Section 3. MCC 2.30.310 is created as follows:

2.30.310. Department Director.

- (A) **The director of the department of juvenile and adult community justice shall operate jointly with the sheriff as the county supervisory authority. The director is designated to operate community based corrections supervision for offenders on parole, post prison supervision, probation, or conditional release from jail, and to operate juvenile detention facilities and**

**residential treatment facilities for the treatment of drug or alcohol
addicted offenders.**

Section 4. Effective Date.

This Ordinance shall become effective on _____.

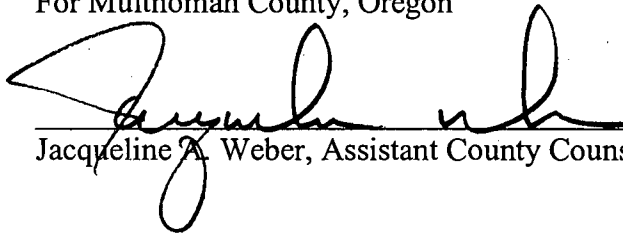
ADOPTED this _____ day of _____, 1998, being the date of its
second reading before the Board of County Commissioners of Multnomah County,
Oregon.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon



Jacqueline A. Weber, Assistant County Counsel

Data/Advisory/Ordinances/Supervisory authority ord.doc

#1

SPEAKER SIGN UP CARDS

DATE 8.6.98

NAME DONNA MATCAZZO

ADDRESS 19300 NW SAUVIE ISLAND RD
PORTLAND OR 97231

PHONE 621-3049

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC R-12

GIVE TO BOARD CLERK

#2

SPEAKER SIGN UP CARDS

DATE Aug 6 1998

NAME

Daniel Kearns

ADDRESS

610 SW Alder

Suite 803

PHONE

225-1127

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC ~~#8~~ R-12

GIVE TO BOARD CLERK

#3

SPEAKER SIGN UP CARDS

DATE 8/6/98

NAME Doug Shade

ADDRESS 19322 NW Sawie Trl RD

PTID OR 97231

PHONE 503-621-3597

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC 4~~X~~ R-12

GIVE TO BOARD CLERK

#4

SPEAKER SIGN UP CARDS

DATE Aug 6th 98

NAME

Jim Charlton

ADDRESS

13825 N.W. Charlton Rd
Portland Oreg

PHONE

503-621-3675

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC X R-12

GIVE TO BOARD CLERK

#5

SPEAKER SIGN UP CARDS

DATE Aug 6, 1998

NAME

Angel Schilleff

ADDRESS

23200 NW Peedow Rd
Portland, OR 97231

PHONE

503-621-3204

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC R-12

GIVE TO BOARD CLERK

MEETING DATE: AUG 06 1998
AGENDA NO: R-12
ESTIMATED START TIME: 10:12

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ordinance Amending Ordinance 909

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, August 6, 1998
AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: Non-Departmental DIVISION: County Counsel

CONTACT: Matthew Ryan TELEPHONE #: 248-3138
BLDG/ROOM #: 106/1510

PERSON(S) MAKING PRESENTATION: Matthew Ryan and Hank Miggins

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

An Ordinance Amending Ordinance No. 909, in Order to Correct Several Inadvertent Typographical Errors and Omissions Contained in that Ordinance Relating to the Animal Control Code and Declaring an Emergency

8/7/98 copies to MATTHEW RYAN, HANK Miggins & Sheila Augustine

8/10/98 copies to ordinance dist. list

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

(OR)

DEPARTMENT

MANAGER:

8/28/98 corrected pgs 31, 32, 38, 39, 40, 47, 48 & 49

TO MATTHEW RYAN, RITA MACDONALD & HANK Miggins

Thomas Spensler

98 JUL 23 PM 3:54
MULTNOMAH COUNTY
CLERK OF COUNTY BOARD

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



OFFICE OF MULTNOMAH COUNTY COUNSEL

THOMAS SPONSER
County Counsel

1120 S.W. FIFTH AVENUE, SUITE 1530
PORTLAND, OREGON 97204-1977


FAX 248-3377
(503) 248-3138

SANDRA N. DUFFY
Chief Assistant

SUSAN DUNAWAY
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MATTHEW O. RYAN
AGNES SOWLE
JOHN S. THOMAS
JACQUELINE A. WEBER
Assistants

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: County Counsel 

DATE: July 30, 1998

RE: Proposed Ordinance Amending Recently Adopted County Ordinance No. 909.

A. Recommendation/Action Requested: Approval of proposed ordinance.

B. Background/Analysis:

This ordinance is brought to the Board to correct eleven different typographical errors that were created inadvertently during the Ordinance No. 909 adoption process. At first it was thought the errors could be corrected through directions to the County's codifier. However, the action necessary to correct some of the errors effects a substantive change from what Ordinance No. 909 on its face provides for. Therefore, we recommend these matters be all addressed before the Board on the record, through the adoption of an emergency ordinance

The errors of a substantive nature primarily resulted from new language that had been considered and rejected but nonetheless kept in the Ordinance and further not identified by underlining as new material. Error was also created in the inadvertent deletion of existing text, without using the appropriate "line through" device to indicate the deletion. Moreover, in one instance, the language deleted was done so by mistake.

The only explanation (or excuse) for these errors was that because the ordinance document was developed in several computer systems with different individuals working on it, the instructions may not have always been consistent. Unfortunately, as well, when County Counsel would review and edit, we would rely on the indications for new or deleted text, which if not present could lead to failure to find the changes made.

The proposed amendments are as follows:

1. At page 2, line 1, the phrase "multiple attacks" was erroneously deleted in Ordinance No. 909 and is added back. Substantive change.
2. At page 2, line 14 to 15, the entire subparagraph (F)(1) was added erroneously to Ordinance No. 909 and is being deleted. Substantive change.
3. At page 31, line 17, "(AZPA)" changed to read "(AZA)".
4. At page 32, line 12, the reference "(14)" changed to "(13)".
5. At page 38, line 4, the word "To" is deleted.
6. At page 38, line 11, the reference to "(E)" is changed to "(D)".
7. At page 39, line 5, the reference to "(E)" is changed to "(D)".
8. At page 40, line 6, the number "20" was erroneously substituted for "12", in Ordinance No. 909, 12 is reinserted. Substantive change.
9. At page 47, line 22 to 23, the word "premises" was substituted for "property" but the change was not properly indicated.
10. At page 48, lines 3 to 4, Line 11 and line 12, all required the similar treatment as item no. 9 above.
11. At page 49, line 15, the reference "(2)" is changed to "(1)".

Finally, the deletions are shown by both brackets and a line through; the additions are shown by both bold print and underlining, the remainder of Ordinance No. 909 is not affected.

C. Financial Impact: N/A

D. Legal Issues: N/A

E. Controversial Issues: N/A

F. Link to Current County Policies: N/A

G. Citizen Participation: N/A

H. Other Government Participation: Animal Control will advise the cities in the County to provide for the application of this ordinance as well as Ordinance No. 909 in their jurisdictions.

Cc Hank Miggins

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BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 918

An ordinance amending Ordinance No. 909, in order to correct several inadvertent typographical errors and omissions contained in that Ordinance relating to the Animal Control Code and declaring an emergency.

(Language ~~lined through~~ and [bracketed] is to be deleted; underlined language in **bold** is new) Multnomah County ordains as follows:

Section I. AMENDMENT

MCC 8.10.010 is amended and added to as follows:

(A) *Animal* means any non-human vertebrate.

(B) *Animal at large* means any animal, excluding domestic cats ~~licensed and sterilized cats~~, that is not physically restrained on the owner's or keeper's premises, ~~(private property)~~ (including motorized vehicles) in a manner that physically prevents the animal from leaving ~~that property~~ the premises or reaching any public areas; or, is not physically restrained when on public property, or any public area, by a leash, tether or other physical control device not to exceed eight feet in length and under the physical control of a capable person.

(C) *Aggressively bites* means any dog bite that breaks the skin and is accompanied by an attack where the dog exhibits ~~behavior including~~ one or more of the following behavior(s), but not limited to ~~any of the following~~: snarling, baring teeth, chasing, growling, barking, snapping, pouncing, lunging, **multiple attacks**, multiple lunges, or multiple bites.

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2 (D) *Board* means the Multnomah County Board of County Commissioners.

3 (E) *Chronic safety nuisance* is demonstrated by the issuance of two (2) or more
4 notice of infractions or citations for:

5 (1) Violation of MCC 8.10.270 relating to the same dog, or

6 (2) Any dangerous animal that is not confined as required by law, or

7 (3) Any other violation of this chapter based on animal behavior that causes a
8 substantial risk to public safety.

9 (F) *Chronic noise nuisance* is demonstrated by the issuance of two (2) or more
10 notice of infractions or citations for violation of MCC 8.10.190(b)(5)(6) and the
11 receipt of multiple complaints from ~~more than one~~ one (1) or more households, within
12 a one (1) year period, in close proximity to the animal's location.

13 ~~[(1) Excluding all lawful commercial operation operated under appropriate~~
14 ~~zoning.]~~

15 (G) *Dangerous or Exotic Animal means* any animal, ~~including insects~~, which is of a
16 wild or predatory nature, and which because of its size, vicious nature or other
17 characteristics would constitute an unreasonable danger to human life or
18 property, ~~if not kept, maintained or confined in a safe and secure manner. A dog~~
19 ~~that has engaged in the behaviors specified in MCC 8.10.271. A dangerous or~~
20 exotic animal under this chapter shall include any of the following animals:

21 (1) Any large felid from the genus Panthera, including: lion, P. leo; tiger,

22 P. tigris; jaguar, P. onca; leopard, P. pardus; and snow leopard, Uncia

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1 uncia; as well as the puma (cougar or mountain lion), Puma concolor;

2 clouded leopard, Neofelis nebulosa; and cheetah, Acinonyx jubatus.

3 (2) Any monkey, ape, gorilla, hybrid thereof, or other non-human primate;

4 (3) Any wolf or canine except the species Canis Familiaris (domestic dog);

5 (4) Any bear;

6 (5) Any venomous or poisonous reptile;

7 (6) Any reptile of the order Crocodilia (crocodiles, alligators and caimans),

8 or any snake of the family Pythonidae or Boinae capable of obtaining

9 eight (8) feet or more in length.

10 (H) Dangerous Dog means any dog found to have engaged in any of the
11 behaviors specified in MCC 8.10.271.

12 (I)(H) Dangerous Dog Facility means any site for the keeping of one or more
13 dangerous animals dogs.

14 (J)(H) Director means the director of the ~~department of environmental services~~
15 animal control division of Multnomah County or the director's designee.

16 (K) Domestic Animal. Any animal whose physiology has been determined or
17 manipulated through selective breeding and does not occur naturally in the
18 wild, or which may be vaccinated against rabies with an approved rabies
19 vaccine and for which there is an established rabies quarantine observation
20 period. Examples of domestic animals include dogs, cats and livestock.

21 (L) ~~(J)~~ Euthanasia means putting an animal to death in a humane manner.

22 (M)(K) Facility is a site excluding veterinary hospitals operated or used for:

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(1) Boarding, training or similar purposes of dogs, cats, or other animals commonly maintained as pets for varying periods of time.

(2) ~~For~~ The purpose of breeding, buying, selling, or bartering of dogs and/or cats, or other animals commonly maintained as pets.

~~(3) (4) Facility operated by animal welfare/rescue organization. Breeding of dogs and/or cats for the preservation of the breed.~~

(N) Harboring of a Dangerous or Exotic Animal means to knowingly allow the animal to remain, lodge, be fed, or to be given shelter or refuge within the person's home, store, yard, enclosure, vehicle or building, place of business, or any other premises in which the person resides or over which the person has control.

(O) ~~(L)~~ *Hearing officer* means a person appointed by the chair to hear appeals decisions of the director concerning violations of this chapter, ~~or license denial or revocation under MCC 8.10.100 through 8.10.145 chapter.~~

(P) ~~(M)~~ *Immediate health hazard* exists if at any given location there are conditions related to animal care that the director determines warrant immediate intervention; such conditions include, but are not limited to inadequate sanitation, untreated disease, or animals in numbers greater than the animal's owner or keeper can reasonably care for.

(Q) ~~(N)~~ *Keeper* means any person or legal entity who harbors, cares for, exercises control over, or knowingly permits any animal to remain on premises occupied by that person for a period of time not less than 72 hours or someone who accepted the animal for the purpose of safe keeping.

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1 ~~(O) Liability insurance means public liability insurance in a single incident amount of~~
2 ~~not less than \$50,000.00 for bodily injury to or death of any person or persons~~
3 ~~or a cash bond or irrevocable letter of credit in the amount up to \$2,500.00.~~
4 ~~The owner or keeper shall be required to provide the director with certification~~
5 ~~of insurance within ten days of receiving notification of classification. Such~~
6 ~~policy shall provide that no cancellation of the policy will be made unless ten~~
7 ~~days' written notice is given to the director by certified mail.~~

8 ~~(R)(P)~~ *Livestock* means animals, including but not limited to fowl, horses, mules,
9 burros, asses, cattle, sheep, goats, llamas, emu, ostriches, rabbits, swine and
10 or other farm domestic animals, excluding dogs and cats.

11 ~~(S)(Q)~~ *Livestock facility* means any site for the keeping of livestock.

12 (T) ~~(R)~~ *Minimum care* has the meaning as provided in ORS 167.310(8) (1995).

13 (U) ~~(S)~~ *Muzzle* means a device constructed of strong, soft material or a metal
14 muzzle that ~~complies with specifications to be adopted as administrative~~
15 ~~rules by the director. The muzzle must be~~ is made in a manner that will not
16 cause injury to the dog or interfere with its vision or respiration but must
17 prevent it from biting any person or animal.

18 (V) ~~(T)~~ *Owner* means any person or legal entity having a possessory property
19 right in the animal or any person who has been a keeper of an animal for
20 more than 90 days.

21 (W) ~~(U)~~ *Permit*, for the purpose of MCC 8.10.190, shall include human conduct
22 that is intentional, deliberate, careless, inadvertent, or negligent in
23 relationship to an animal.

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(X) ~~(V)~~ *Person* means any natural person, association, partnership, firm or corporation.

(Y) ~~(W)~~ *Pet license* is a record issued by Animal Control which identifies an animal of licensable age and the owner. ~~Means a license for any owned animal that is of licensable age.~~

(Z) *Pet* means a domestic or other animal allowed under this Chapter to be kept as a companion;

(AA) ~~(X)~~ *Physical device or structure* means a tether, trolley system, other physical control device or structure made of material sufficiently strong to adequately and humanely confine the animal in a manner that would prevent it from escaping the premises.

(BB) ~~(Y)~~ *Physical injury* means physical impairment or as evidenced by scrapes, cuts, punctures, bruises or physical pain ~~or other evidence of physical impairment.~~

(CC) ~~(Z)~~ *Potentially dangerous dog* means any dog that has been found to have engaged in any of the behaviors specified in MCC 8.10.270.

(DD) ~~(AA)~~ *Public nuisance animal* is an animal that has been determined by the director to be a chronic noise nuisance, or a chronic safety nuisance, or an animal that is subjected to an immediate health hazard.

(EE) ~~(BB)~~ *A secure enclosure* shall be:

(1) A fully fenced pen, kennel or structure that shall remain locked with a padlock or combination lock. Such pen, kennel or structure must have secure sides, minimum of five feet high, and the director may require a secure top attached

1 to the sides, and a secure bottom or floor attached to the sides of the
2 structure or the sides must be embedded in the ground no less than one foot.

3 The structure must be in compliance with the jurisdiction's building code.

4 (2) A house or garage. When dogs are kept inside a house or garage as a
5 secure enclosure, the house or garage shall have latched doors kept in good
6 repair to prevent the accidental escape of the dog. A house, garage, patio,
7 porch or any part of the house or condition of the structure is not a secure
8 enclosure if the structure would allow the dog to exit the structure ~~on~~ of its
9 own volition; or

10 (3) For a Dangerous Dog, a fully fenced pen, kennel or structure at least six feet
11 in height, installed beneath the ground level or in concrete or pavement, or a
12 fabricated structure to prevent digging under it. Either enclosure shall be
13 designed to prevent the entry of children or unauthorized persons and to
14 prevent those persons from extending appendages inside the enclosure and
15 be equipped with a self closing and self latching gate. A "Dangerous Dog"
16 sign prescribed by the director must be posted at the entry to the owner's or
17 keeper's premises.

18 (FF) ~~(GG)~~ *Serious physical injury* means any physical injury which creates a
19 substantial risk of death or which causes ~~significant~~ disfigurement, ~~significant~~
20 ~~impairment of health or significant loss or impairment of the function of any body~~
21 ~~part or bodily organ or protracted loss or impairment of health or of the function of~~
22 any body part or organ.

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(GG) ~~(DD)~~ *Service animal* ~~is an animal that is professionally trained to provide assistance and whose primary function is to provide such service. Service animals include, but are not limited to, guide dogs, police dogs and rescue dogs.~~ means any guide dog, signal dog or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items. Service animal shall also mean trained animals used by government agencies in police and rescue work.

(HH) ~~(EE)~~ *Sexually unproductive* means being incapable of reproduction and certified as such by a licensed veterinarian.

~~(FF) *Vicious animal* means any dangerous animal, excluding dogs or cats, which bites any human being or other domestic animal or which demonstrates menacing behavior towards human being or domestic animals. "Vicious animal" does not include an animal which bites, attacks or menaces a trespasser on the property of its owner or keeper or harms or menaces anyone who has tormented or abused it.~~

(II) *Wolf-Hybrid* means any animal which is either the result of cross breeding a purebred wolf and a dog or an existing wolf-hybrid with a dog.

[Ord. 156 § II (2) (1978); Ord. 379 §§ 1--3 (1983); Ord. 480 § 1 (1985); Ord. 517 § 2 (1986); Ord. 591 § 1 (1988); Ord. 732 §§ 1--3 (1992); Ord. 850, § 1 (1996)]

Section II. AMENDMENT

MCC 8.10.020 is amended as follows:

1 The board of county commissioners recognizes that ORS Chapter 609
2 constitutes state law for the regulation of dogs but may be superseded in home rule
3 counties which provide for regulation by ordinance. The board finds that it is
4 necessary to establish and implement a program for the licensing and regulation of
5 dogs and other animals and facilities which house them; that animals require legal
6 protection; that the property rights of owners or keepers and nonowners of animals
7 should be protected and that the health, safety and welfare of the people residing in
8 Multnomah County would best be served by adoption of such an ordinance.

9 Section III. AMENDMENT

10 MCC 8.10.035 is amended as follows:

11 (A) Whenever a county animal control officer or person designated by the director
12 has reasonable grounds to believe that an animal or facility is in violation of this
13 chapter, that officer or designee shall be authorized to issue the owner or
14 keeper notice of civil infraction containing the following information:

15 (1) The name and address, if known, of the owner or person in violation of this
16 chapter and description of the animal, if applicable; and

17 (2) The Code section allegedly violated plus a brief descriptive statement of the
18 nature of the violation; and

19 (3) A statement of the amount due as a civil fine for the infraction and notice that
20 the animal is to be impounded if impoundment is authorized hereunder.

21 (4) A statement explaining all fines are due within 30 days of service of the
22 notice;

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(5) A statement advising that if any civil fine is not timely paid, the failure to comply may lead to enhancement of the original fine or additional fines;

(6) A statement that the determination of violation is final unless appealed by filing a written notice of appeal including with a \$25.00 non-refundable fee with to the director of animal control division within 20 days of the date of the notice of infraction was served.

(7) A statement that an admission of infraction would be on record and could lead to the enhancement of fine on any subsequent infraction issued under this chapter as provided under MCC 8.10.900 (B).

[Ord. 732 § 4 (1992); Ord. 850, § 4 (1996)]

Section IV. AMENDMENT

MCC 8.10.036 is amended as follows:

The notice of infraction shall be served on the owner or keeper of the animal or facility in violation of this chapter by personal service or by regular and certified mail with return receipt requested.

[Ord. 732 § 5 (1992); Ord. 850, § 5 (1996)]

Section V. AMENDMENT

MCC 8.10.038 is amended as follows:

(A) Any party who is issued a notice of infraction for any offense listed under MCC 8.10.900(A) may, in lieu of requesting a hearing, admit the infraction and submit the fine as stated on the notice of infraction to the animal control division. The party may attach a written explanation of mitigating circumstances with the payment of the fine.

(B) Any written explanations submitted under subsection (A) shall be reviewed by the hearings officer. The hearings officer shall have discretion to reduce the submitted fine and refund any portion not retained based on the written explanation.

(C) When a person issued a notice of infraction for violation of any of the following sections of this chapter: MCC 8.10.190(B)(2), (5) ~~(6)~~, (10) ~~(11)~~, (11) ~~(12)~~, or (12) ~~(13)~~; or MCC 8.10.191(A), the violation may be compromised as provided at MCC 8.10.038(D).

(D) If the person injured, damaged, or otherwise detrimentally impacted by the commission of the violation; acknowledges in writing any time before the final decision of the director, hearings officer, or a court of requisite jurisdiction, that the person has received satisfaction for the injury damage or detrimental impact, the director hearings officer or court may in their discretion, on payment of any cost or expense incurred, order the notice of infraction dismissed.

(1) The director, hearings officer, or court when issuing an order to dismiss under this section, may impose additional conditions or requirements upon the party issued the violation, if in their determination the additional requirements are necessary to further protect the public health or safety.

(2) Any condition or requirement imposed pursuant to MCC 8.10.038(D)(1) shall be complied with prior to the entry of the final order dismissing the notice of infraction(s).

(E) The order authorized by MCC 8.10.038(D) when made and entered by the director, hearings officer or court is a bar to another enforcement action for the same violation.

[Ord. 732 § 7 (1992); Ord. 850, § 6 (1996)]

Section VI.. AMENDMENT

MCC 8.10.040 is amended as follows:

(A) The director shall operate, maintain or provide for an adequate facility to receive, care for and safely confine any animal delivered to the director's custody under provisions of this chapter, which facility shall be accessible to the public during reasonable hours for the conduct of necessary business concerning impounded animals.

(B) Any animal may be impounded and held at the facility when it is the subject of a violation of this chapter, when an animal requires protective custody and care because of mistreatment or neglect by its owner or keeper or when otherwise ordered impounded by a court, a hearings officer, or the director.

(C) An animal shall be considered impounded from the time the director or the director's designee takes physical custody of the animal.

(D) Impoundment is subject to the following holding period and notice requirements:

(1) An animal bearing identification of ownership shall be held for 144 hours from time of impoundment. The director shall make reasonable effort ~~within 24 hours of impoundment~~ by phone to give notice of the impoundment to owner or keeper and, if unsuccessful, shall mail written notice ~~within 48 hours of impoundment~~ to the last known address of the owner or keeper advising of

1 the impoundment, the date by which redemption must be made and the fees
2 payable prior to redemption release.

3 (2) An animal dog for which no identification of ownership is known or reasonably
4 determinable shall be held for 72 hours from time of impoundment before any
5 disposition may be made of the animal.

6 (3) Animals held for periods prescribed under this section, or as otherwise
7 required by ORS 433.340 or 433.390, and not redeemed by the owner or
8 keeper, shall be subject to such means of disposal as the director considers
9 most humane.

10 (4) Animals delivered for impoundment by a peace officer who removed the
11 animal from possession of a person in custody of the peace officer shall be
12 held for the period prescribed in paragraph (1) of this subsection. A receipt
13 shall be given the peace officer, who shall deliver the receipt to the person in
14 custody from whom the animal was taken. The receipt shall recite
15 redemption requirements and shall serve as the notice required by this
16 section.

17 (E) (1) Any impounded animal shall be released to the owner or keeper or the
18 owner's or keeper's authorized representative upon payment of impoundment,
19 care, rabies, vaccination deposits, license fees, past due fines, and all fees and
20 deposits related to potentially dangerous dog regulations with the addition of the
21 following conditions:

22 (a) Any animal impounded by court, hearings officer's or director's order shall be
23 released to the owner or keeper or the owner's or keeper's authorized

1 representative upon payment of all fees required in subsection (E) (1) of this
2 section, and upon receipt of a written order of release from the court of
3 competent jurisdiction or the hearings officer or the director issuing the order.

4 (b) Any classified potentially dangerous dog shall be released to the owner or
5 keeper or the owner's or keeper's authorized representative upon payment of
6 all fees required in subsection (E)(1) of this section, and upon verification of
7 satisfactory compliance with the regulations required in MCC 8.10.270 to
8 8.10.280. Failure to be in satisfactory compliance with the potentially
9 dangerous dog regulations within ~~ten days of~~ twenty days after the date of
10 impoundment shall result in the owner or keeper forfeiting all rights of
11 ownership of the dog to the county.

12 (2) An animal held for the prescribed period and not redeemed by its owner or
13 keeper, and which is neither a dangerous or exotic animal ~~nor in a dangerous~~
14 unhealthy condition ~~of health~~, may be released for adoption subject to the
15 provision of MCC 8.10.045.

16 (3) The director shall dispose of animals held for the prescribed period without
17 redemption or adoption only by humane means ~~of euthanasia, provided,~~
18 ~~however, that, irrespective of any prescribed holding period, the director,~~
19 ~~upon advice of a licensed veterinarian,~~

20 (4) At any time the director may euthanize any unlicensed and feral animal, or
21 any unhealthy or injured animal by humane means without regard to the
22 holding period specified in (D)(1)(2) above, provided the animal's injuries
23 must be determined to be life threatening or if the animal is unhealthy the

1 animal's condition must be found to present a health threat to the other
2 animals in the shelter.

3 (5) Any device attached to any animal upon impoundment shall be retained, 30
4 days, by the director should the animal be disposed of as provided in
5 paragraph (3) of this subsection. Otherwise, the device shall accompany the
6 animal when redeemed or adopted.

7 [Ord. 156§ III (2) (1977); Ord. 276 § 2 (1981); Ord. 379 §§ 5, 6 (1983); Ord. 591 § 4
8 (1988); Ord. 732 § 3 (1992); Ord. 580, § 7 (1996)]

9 Section VII. AMENDMENT

10 MCC 8.10.041 is added as follows:

11 (A) Whenever a person in possession of an animal, which has been used in the
12 commission of a violation of this Chapter, and which is the subject of a lawful
13 order of impound, refuses to voluntarily release said animal to an Animal Control
14 Officer upon timely and reasonable request, the Director shall determine the
15 need to procure the animal's immediate impoundment.

16 (B) A limited search warrant authorized under this section shall be sought by the
17 Division after the Director has determined the animals immediate impoundment
18 is necessary based on one or more of the following factors:

19 (1) The public's health and safety is at risk by the subject animal remaining in
20 the possession of the owner.

21 (2) The health and welfare of the subject animal is at risk by the animal
22 remaining in the possession of the owner or keeper.

1 (3) The Owner/Keeper has failed to comply with requirements specified in MCC
2 8.10.192.

3 (C) The Director shall request the assistance of the Sheriff to procure and execute
4 the limited search warrant. The Sheriff shall prepare the application for the
5 warrant including the affidavit in support thereof. The Sheriff shall obtain the
6 warrant in compliance with the procedures and practices authorized under State
7 law for the seizure of property pursuant to a search warrant. The Director and
8 the Sheriff shall coordinate with the Office of County Counsel to review the
9 affidavit for compliance with all the provisions herein stated.

10 Section VIII. AMENDMENT

11 MCC 8.10.045 is amended as follows:

12 (A) An animal may be released for adoption or transferred to another adoption
13 agency, approved by the director, subject to the following conditions:

14 (1) The adoptive owner ~~or keeper~~ shall agree in writing to furnish proper care to
15 the animal in accordance with this chapter;

16 (2) Payment of required fees; however, animals transferred to another adoption
17 agency are exempt from the requirement of paying adoption fees;

18 (3) In the case of a fertile dog or cat, the adoption agency must obtain prior to
19 transfer from the adoption agency to the adoptive owner a surgical
20 prepayment deposit in an amount not to exceed \$45.00 refundable upon
21 furnishing evidence that the animal has been rendered sexually
22 unreproductive; and written agreement by the adoptive owner or keeper to
23 render any adopted dog or cat sexually unreproductive within 30 days of

1 adoption or upon the animal attaining sexual maturity, whichever event last
2 occurs, together with a fee not to exceed \$45 refundable upon furnishing
3 evidence the animal has been rendered sexually unproductive. Failure to
4 perform the agreement shall be a forfeiture of the amount deposited under
5 this paragraph and the director may require return of the adopted dog or cat
6 to the shelter. It is unlawful to fail to return an adopted animal as required by
7 the director.

8 ~~(4) A written agreement by the adoptive owner or keeper to render any adopted~~
9 ~~dog or cat sexually unproductive within 30 days of adoption or upon the~~
10 ~~animal attaining sexual maturity, whichever event last occurs, together with a~~
11 ~~fee not to exceed \$45 refundable upon furnishing evidence the animal has~~
12 ~~been rendered sexually unproductive. Failure to perform the agreement shall~~
13 ~~be a forfeiture of the amount deposited under paragraph (3) of this section~~
14 ~~and the director may require return of the adopted dog or cat to the shelter. It~~
15 ~~is unlawful to fail to return an adopted animal as required by the director.~~

16 (B) The director may decline to release an animal for adoption under any of the
17 following circumstances including but not limited to:

- 18 (1) The prospective adoptive owner ~~or keeper~~ has a history of violations of the
19 animal control ordinance or has been convicted of an animal-related crime.
- 20 (2) The prospective adoptive owner ~~or keeper~~ has inadequate or inappropriate
21 facilities for confining the animal and for providing proper care to the animal
22 as set out in MCC 8.10.190;

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(3) The existence of other circumstances which in the opinion of the director would endanger the welfare of the animal or the health, safety and welfare of the people residing in Multnomah County. ~~In making a decision under this subsection, the director shall consider the guidelines adopted by the Multnomah County animal adoption panel.~~

(4) The animal is classified as a dangerous dog animal or a potentially dangerous dog.

(C) For purposes of this section "adoption agency" shall mean any government, association, corporation or similar entity approved by the director and capable of caring for animals pending final adoption placement.

[Ord. 275 § 4 (1981); Ord. 379 § 7 (1983); Ord. 732 § 3 (1992); Ord. 850, § 8 (1996)]

Section IX. AMENDMENT

MCC 8.10.054 is amended as follows:

8.10.054. Appeals, fee.

(A) Any party served a notice of infraction or director's decision or order under this chapter may appeal the infraction or director's decision by submitting a notice of appeal in writing along with the \$25.00 hearing fee to the animal eControl dDivision within 30 days of the date the notice of infraction or director's decision or order was served on the party.

(B) Any party whose application for a facility license or dangerous animal facility license was denied, revoked or issued subject to conditions may appeal the license denial, revocation or conditional approval by submitting a notice of appeal in writing along with the \$25.00 hearing fee to the animal eControl dDivision

1 within 20 days of the date the denial or conditional approval was mailed to the
2 applicant by certified mail.

3 [Ord. 732 § 9 (1992); Ord. 850, § 10 (1996)]

4 Section X. AMENDMENT

5 MCC 8.10.055 is amended as follows:

6 (A) The board shall adopt procedural rules governing the conduct and scheduling of
7 the appeal hearings under this chapter.

8 (B) Upon the receipt of a timely appeal, animal control division shall set the matter
9 for hearing on the next available date scheduled for animal control hearings.

10 (C) Any party appealing a notice of infraction or license denial/revocation or director's
11 decision or order under this chapter shall be given a written notice of the hearing
12 date no less than ten days prior to the scheduled hearing.

13 (D) The hearings officer shall hold a public hearing on any timely appeal from a
14 notice of infraction, director's decision or order, or the denial/revocation of a
15 facility license. The party who brought the appeal or any other person having
16 relevant evidence concerning the nature of the infraction or license
17 denial/revocation shall be allowed to present testimony and documentary
18 evidence at the hearing. The hearings officer may consider mitigating or
19 extenuating circumstances presented on behalf of a party.

20 (E) If the hearing is held to address a notice of infraction or director's decision issued
21 under MC 8.10.275 or 8.10.290, the hearings officer shall determine whether the
22 infraction contained in the notice did occur. The hearings officer shall have the

1 same authority as the director under MCC 8.10.275 when conducting potentially
2 dangerous dog hearings.

3 (F) If the hearing is held to address a facility license condition, denial or revocation,
4 the hearings officer shall determine whether the license conditions were rightfully
5 imposed or the license was rightfully denied or revoked as provided under MCC
6 8.10.120.

7 (G) The hearings officer shall issue a written decision containing findings of fact
8 addressing the allegations contained in the notice of infraction, the director's
9 decision, or the license denial/revocation under MCC 8.10.100 through 8.10.145.
10 The decision shall clearly state the hearings officer's conclusion and the
11 reasoning based on the findings of fact. The decision shall be signed and dated
12 by the hearings officer and shall be served by personal service or regular and
13 certified mail to the last known address of the party who filed the appeal. The
14 decision shall be final on the date of personal service or three (3) days after
15 mailing.

16 (H) In all appeal under this chapter the hearings officer shall have discretion ordering
17 conditions, restrictions and penalties.

18 (I) Failure of a party to file an appeal as provided in this section or unexcused failure
19 of a party to appear at a duly scheduled hearing shall constitute a waiver by the
20 party of any further appeal under this chapter. Upon the entry of a waiver in the
21 record, the last decision issued by the animal control division shall become final.

22 [Ord. 732 § 10 (1992); Ord. 850, § 11 (1996)]
23

1 SECTION XI. AMENDMENT

2 MCC 8.10.060 is amended as follows:

3 **8.10.060. Dogs and cats subject to pet licensing.**

4 (A) The provisions of MCC 8.10.060 to 8.10.090, shall apply to dogs and cats not
5 covered under a facility subject to licensure under MCC 8.10.100 to 8.10.140.

6 (B) Any animal declared by its owner or keeper to be a wolf-hybrid shall be
7 considered a dog under this chapter and subject to all provisions relating to
8 dogs under state law and this chapter with respect to the possession, ownership
9 and licensing of the animal, including the requirement to vaccinate the animal
10 against rabies.

11 (C) As a condition of the issuance of a license to a wolf-hybrid owner or keeper, and
12 notwithstanding that person's obligation to vaccinate the animal against rabies
13 under MCC 8.10.060(B), any such owner or keeper shall agree in writing to
14 immediately release the animal for euthanization upon demand of the County
15 Health Officer or the Director, if the animal has bitten a person or has been
16 exposed to a rabid animal. This condition, consenting to release, shall be
17 effective for the life of the wolf-hybrid or until such time as a rabies vaccine is
18 approved and certified by the Oregon State Department of Agriculture for use in
19 wolf-hybrids.

20 [Ord. 156 § IV(1) (1977); Ord. 480 § 2 (1985); Ord. 850 § 13 (1996)]

21 Section XII. AMENDMENT

22 MCC 8.10.070 is amended as follows:

Multnomah County Animal Control Code

(A) Dogs and cats shall be licensed within 30 days of obtaining the age of six months or within 30 days of obtaining residency in the county or within 30 days of acquisition by the owner or keeper, whichever occurs later.

(B) Licenses shall be valid for one, two or three years from date of issuance, at the option of the pet owner or keeper and, for dogs and cats, shall require a current rabies inoculation for licensing period selected and shall be issued upon payment of the fee required by MCC 8.10.220.

(C) Licenses issued under prior existing Multnomah County ordinances shall remain valid until expiration.

(D) The person who licenses an animal becomes the owner or keeper of record and is responsible for the action or behavior of his or her animal including those responsibilities of an owner as provided in MCC 8.10.190 (A).

[Ord. 156 § IV(2a) (1977); Ord. 480 § 3 (1985); Ord. 732 § 3 (1992); Ord. 850, § 14 (1996)]

Section XIII. AMENDMENT

MCC 8.10.080 is amended as follows:

(A) Pet license tags shall be securely displayed upon animals at all times, except when the animal is confined to the owner's or keeper's premises or displayed in an exhibition. ~~Pet owners or keepers shall be allowed to choose the means by which to display the pet license number (tag, collar, tattoo, microchip or another form of identification with the pet license number on it.)~~ A pet license tag, with pet license number, shall be issued by the director. Any additional expenses ~~is~~ are to be borne by the pet owner or keeper.

(B) A pet license is not transferable to another animal. The pet license number shall be assigned to the animal and shall remain with the animal upon transfer to another owner or keeper for the life of the animal.

(C) An animal displaying a current license from jurisdictions outside Multnomah County, but within the State of Oregon, shall not require licensing under this chapter until expiration of the current license.

(D) Animal control may inspect the premises ~~with five or more~~ where animals are kept to insure that owners or keepers are providing minimum care and facilities.

[Ord. 156 § IV(2b) (1977); Ord. 195 § 11 (1979); Ord. 480 § 5 (1985); Ord. 732 § 3 (1992); Ord. 850, § 15 (1996)]

Section XIX. AMENDMENT

MCC 8.10.090 is amended as follows:

(A) License Fees shall be waived for ~~licenses issued for any dog used primarily as a service animal upon presentment~~ the owner or keeper establishing the service animal's function as an assistance animal under the Americans With Disabilities Act, 42 USC § 12101 et seq. ~~of an ADA affidavit by the animal's owner or keeper.~~
~~A service animal license shall be valid for the duration that the dog provides the service or upon retirement due to age or infirmity and so long as the dog remains the property of the person named in the affidavit.~~

(B) License fees for dogs and cats owned by persons aged 65 or older and persons deemed by the director to be under financial hardship ~~shall~~ may be reduced by up to 50 percent for up to two (2) animals per household.

Multnomah County Animal Control Code

1 (C) License fees shall be waived for any dog used as a service animal by any Local,
2 State or Federal Government agency. This exemption shall expire when the dog
3 is no longer used primarily as a service animal.

4 [Ord. 156 § IV(2c) (1977); Ord. 480 § 6 (1985); Ord. 684 § 3 (1991); Ord. 732 § 3
5 (1992); Ord. 850, § 17 (1996)]

6 Section XV. AMENDMENT

7 MCC 8.10.100 is amended as follows:

8 ~~(A)~~ A facility license or dangerous animal dog facility license shall be granted in
9 accordance with procedures, standards and limitations provided in MCC
10 8.10.100 to 8.10.140, and no such facility may lawfully be operated except upon
11 application and payment of prescribed fees for the license.

12 ~~(B) Issuance of the license shall require prior land use approval and shall be in~~
13 ~~compliance with any land use restrictions or regulations which may apply to the~~
14 ~~proposed facility operation.~~

15 ~~(C) The Oregon Humane Society, located at 1067 NE Columbia Boulevard in~~
16 ~~Portland, Oregon, shall be exempt from the requirements of MCC 8.10.100 to~~
17 ~~8.10.140.~~

18 [Ord. 156 § V(1) (1977); Ord. 480 § 7 (1985); Ord. 850, § 18 (1996)]

19 Section XVI. AMENDMENT

20 MCC 8.10.110 is amended as follows:

Multnomah County Animal Control Code

1 (A) Application for a facility license or dangerous ~~animal~~ dog facility license shall be
2 made upon forms furnished by the director, shall include all information required
3 therein and shall be accompanied by payment of the required fee.

4 (B) A facility license or dangerous ~~animal~~ dog facility license shall be valid for one
5 year from the date of issuance, unless revoked.

6 (C) The director shall inspect any facility for which a license is sought and, upon
7 determination that the facility and its operation complies with all applicable
8 provisions of this chapter and other applicable local, state and federal laws, shall
9 issue a license which may include one or more conditions of approval and/or
10 operation.

11 (D) If the director fails to approve or deny a fully completed application within 60 days
12 of its receipt and payment of fees, the application shall be considered approved
13 for the current year, subject only to revocation as provided in MCC 8.10.120.

14 (E) A license shall be conspicuously displayed on the facility premises and a holder
15 of a license shall keep available for inspection by the director a record of the
16 name, address and telephone number of the owner or keeper of each animal
17 kept at the facility, the date each animal was received, the purpose therefor, the
18 name and address of the person from whom the animal was purchased or
19 received, a description of each animal including species, age, breed, sex and
20 color and the animal's veterinarian, if known, at the discretion of the director. For
21 small animal such as fish, gerbils, hamsters or similar kinds of animals acquired

1 in lots, an individual record should not be required for each animal, but the
2 holders shall keep an adequate invoice record of the lot acquisition.

3 [Ord. 156 § V(2) (1977); Ord. 480 § 8 (1985); Ord. 732 § 3 (1992); Ord. 850 § 19
4 (1996)]

5 Section XVII. AMENDMENT

6 MCC 8.10.120 is amended as follows:

7 (A) A license required by MCC 8.10.100 to 8.10.140 may be denied or revoked for
8 any of the following reasons:

9 (1) Failure to comply ~~substantially~~ with any provision of this chapter.

10 (2) Conviction of the owner or keeper or any person subject to the owner's or
11 keeper's direction or control for the violation of any provision of this chapter or
12 other applicable state or federal law, rule, order or regulation pertaining to any
13 activity relating to animals.

14 (3) Furnishing false information on an application for a license under this chapter.

15 (B) The director shall refund ~~400~~ 75 percent of any fee paid upon denial of a license,
16 provided, however, no refund shall be made upon revocation.

17 (C) If the director denies an application for a license or approves subject to
18 conditions, the determination is final unless the applicant appeals the denial or
19 conditional approval.

(D) The director shall investigate any complaint concerning licensed facilities and, upon determination that a license should be revoked, shall serve written notice upon the licensee of that determination by certified mail. The director's determination shall become final unless appealed.

(E) Failure to file a request within 20 days shall terminate any appeal right, and the director's decision revoking the license shall not be reviewable otherwise.

[Ord. 156 § V(3) (1977); Ord. 732 §§ 3, 13 (1992); Ord. 850, § 20 (1996)]

Section XVIII. AMENDMENT

MCC 8.10.130 is amended as follows:

The director shall not issue facility license or dangerous ~~animal~~ dog facility license until a site inspection demonstrates compliance with the standards applicable to the nature and species of any animal to be kept as set forth in this section:

(A) Housing structures shall be sound and maintained in good repair to protect animals from injury, safely confine any animal housed therein and prevent entry of other animals.

(B) Reliable and adequate electrical service and a potable water supply shall serve the facility.

(C) Storage of food supplies and bedding materials shall be designed to prevent vermin infestation.

(D) Refrigeration shall be furnished for perishable foods.

(E) Safe and sanitary disposal facilities shall be available to eliminate animal and food wastes, bedding, dead animals and debris and to minimize vermin infestation, odors and disease hazards.

Multnomah County Animal Control Code

1 (F) Cleaning facilities shall be available to animal caretakers and handlers.

2 (G) Interior ambient temperature shall be maintained above 50 degrees Fahrenheit
3 for animals not acclimatized to lower temperatures.

4 (H) Adequate ventilation shall be maintained to assure animal comfort by such
5 means as will provide sufficient fresh air and minimize drafts, odors and moisture
6 condensation. Mechanical ventilation must be available when ambient
7 temperatures exceed 85 degrees Fahrenheit, if appropriate.

8 (I) Interior areas shall have adequate natural or artificial lighting provided, however,
9 that primary enclosures for animals shall be protected from excessive
10 illumination.

11 (J) Interior building surfaces shall be so constructed and maintained to permit
12 sanitizing and prevent moisture penetration.

13 (K) Drainage facilities shall be available to assure rapid elimination of excess water
14 from indoor housing facilities. The design shall assure obstruction-free flow and
15 traps to prevent sewage back-flow.

16 (L) Outdoor facilities shall provide protective shading and adequate shelter areas
17 designed to minimize harmful exposure to weather conditions for those animals
18 not acclimatized to the environment, if appropriate for the species.

19 (M) The primary enclosure shall be of sufficient size to permit each animal housed
20 therein to stand freely, sit, turn about and lie in a comfortable normal position as
21 appropriate for the species. An exercise area or means to provide each animal
22 with exercise shall be provided on the premises.

Multnomah County Animal Control Code

1 (N)When restraining devices are used in connection with a primary enclosure
2 intended to permit movement outside the enclosure, the devices shall be
3 installed in a manner to prevent entanglement with devices of other animals or
4 objects and shall be fitted to the animal by a harness or well-fitted collar, other
5 than a choke type collar, and shall be of reasonable length.

6 (O)Animals shall be fed, as often as necessary, a diet of nutritionally adequate and
7 uncontaminated foods.

8 (P)Potable water shall be continuously available, unless otherwise recommended by
9 a veterinarian in a particular situation.

10 (Q)Cages, rooms, hard-surfaced pens, runs and food and watering receptacles shall
11 be sanitized daily to prevent disease ~~not less than once every two weeks by~~
12 ~~washing with hot water (180 degrees Fahrenheit) and soap or detergent, by~~
13 ~~washing with a combination disinfectant and cleanser, by washing with a~~
14 ~~detergent followed with a safe, effective disinfectant or by cleaning with steam.~~
15 Prior to the introduction of housing animals in ~~into~~ empty enclosures previously
16 occupied, the enclosures shall be sanitized. Animals shall be removed from the
17 enclosure during the cleaning process and adequate care shall be taken to
18 protect animals in other enclosures.

19 (R)Excrement shall be removed from primary enclosures a minimum of every 24
20 hours, or more often if necessary as to prevent contamination, reduce disease
21 hazards and minimize odors.

(S) Animals housed together in primary enclosures shall be maintained in compatible groups with the following restrictions, except in a residential dwelling or otherwise appropriate for the species:

(1) Females in season (estrus) shall not be placed with males except for breeding purposes;

(2) Animals exhibiting vicious behavior shall be housed separately;

(3) Animals six months or less of age shall not be housed with adult animals other than with their mothers, as appropriate for the species;

(4) Animals shall not be housed with other non-compatible species of animals; and

(5) Animals under quarantine or treatment for any communicable disease shall be separated from other animals.

(T) Programs of disease control and prevention shall be established and maintained.

(U) Each animal shall be seen at least once per 24-hour period by an animal caretaker.

(V) Owner or keeper shall comply with the provisions of MCC 8.10.190(B)(6)(7) and (B)(8)(9).

[Ord. 156 § V(4) (1977); Ord. 850, § 21 (1996)]

Section XIX. AMENDMENT

MCC 8.10.140 is amended as follows:

~~(A) Exotic, wild or dangerous animal~~ regulation ~~facility license.~~

It is unlawful to harbor and/or own an exotic or dangerous animal. ~~Any facility for keeping of any dangerous animal, whether or not otherwise licensed under this~~

chapter, shall be licensed subject to MCG 8.10.100 and 8.10.110, and the following requirements:

Animals must at all times be housed in a manner which assures that animals will not create a public nuisance by reason of noise or emission of offensive odors, present a danger to human life or property, endanger the health of the animals or create a safety or health hazard to human beings. The facility must meet the standards as described in the Oregon Administrative Rules chapter 603, division 41, sections 700 through 725 as published in 1994 and as is from time to time amended or as required by the director.

An applicant for a license must demonstrate satisfactory proof to respond in damages for bodily injury or death of any person or for damage to any property which may result from the keeping, owning or control of the animal. The director may require posting of an adequate bond or proof of liability insurance to remain in effect during any license period.

(B) The following facilities, institutions, persons, entities, associations and government agencies are exempt from compliance with 8.10.140(A):

(1) Any facility accredited by the Association of Zoos and Aquariums (AZ[P]A):

(2) Any licensed or accredited research or medical institution, including any such institution dedicated to the training of exotic primates for service animals;

(3) License or accredited educational institutions;

(4) Veterinary clinics in possession of exotic animals for treatment or rehabilitation purposes.

(5) Traveling circuses or carnivals;

1 (6) Persons temporarily transporting exotic animals through the county provided
2 that the transit time shall not be more than three (3) days.

3 (7) Any person or facility licensed as an exhibitor or breeder by the United States
4 Department of Agriculture (USDA) under the Animal Welfare Act.

5 (8) Persons owning or keeping a trained exotic primate as a service animal and
6 who have submitted a sworn affidavit affirming the need for the service animal
7 in their personal dwelling.

8 ~~(C) A license issued under this section shall be subject to revocation by the director~~
9 ~~under MCC 8.10.120.~~ Any person, not otherwise exempted, in possession of an
10 exotic animal and a current exotic animal facility license prior to and upon the
11 date this ordinance takes effect shall be eligible to request an Exemption Permit
12 from Compliance with MCC 8.10.190(B) [(44)] (13) by submitting a written
13 petition to the director. The petition must address each of the following
14 elements:

15 (1) What, if any, financial hardship will be caused by the removal of the animal;

16 (2) Description of the animal including species, age, size, weight, coloring;

17 (3) History of Compliance With All Exotic and Dangerous Animal Facility
18 Regulations under any applicable federal or state law.

19 (D) The director shall evaluate whether any petition submitted under subsection (E)
20 herein merits the exotic animal to be maintained at the facility for the duration of
21 the animal's life. Said determination shall be based on comparison of the risk to
22 public health and safety by the specified animal remaining in the facility and
23 petitioner's response to the three factors addressed in the petition.

1 (E) Any Exemption Permit issued under this section shall only be available to the
2 original permit holder, and shall be non-assignable and nontransferable. An
3 exemption permit shall be subject to annul renewal and routine periodic
4 inspection of the facility. Inspection of the facility wherein the animal is kept
5 shall be for the purposes of evaluating the adequacy of the facility to protect the
6 public from the animal as well as for the care and treatment of the animal. The
7 Exemption Permit shall:

8 (1) Terminate upon death of the animal;

9 (2) Terminate upon the death of the petitioner;

10 (3) Terminate upon the relocation of the petitioner or the animal to an address or
11 site outside of the boundaries of Multnomah County.

12 (4) Shall be subject to revocation and the animal shall be subject to immediate
13 impoundment upon any notice of infraction being issued to the permit holder;

14 (5) Provide that upon termination of the permit for any reason, and if the animal
15 has not been otherwise disposed of at such time, that the permit holder, or his
16 or her heirs or successors in interest shall either:

17 (a) Immediately release the animal to impound by the Animal Control Division,

18 or

19 (b) Immediately transfer the animal to lawfully exempted agency as provided
20 in subsection (D) herein, that has agreed in writing to accept the animal,
21 proof of which shall be provided to the Animal Control Division prior to the
22 transfer.

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(F) Any dangerous or exotic animal found in Multnomah County in violation of this section and not otherwise exempt under MCC 8.10.140(B) or (C) shall be subject to immediate impoundment by Animal Control and disposition through any lawful and humane means available to Animal Control.

[Ord. 156 § V(5) (1977); Ord. 850, § 22 (1996)]

Section XX. AMENDMENT

MCC 8.10.160 is amended as follows:

(A) Any person who finds and harbors an animal without knowing the animal owner's or keeper's identity shall notify the director and furnish a description of the animal within 5 days after the date of finding the animal.

(B) The finder may surrender the animal to the director or retain its possession, subject to surrender upon demand of the director.

(C) Records of reported findings shall be retained for six months by the director and made available for public inspection.

(D) If the finder chooses to retain possession of the animal, the finder shall, within 15 days, cause to be published in a newspaper of general circulation in the county a notice of the finding once each week for two consecutive weeks. Each such notice shall state the description of the animal, the location where the animal was found, the name and address of the finder and the final date before which such animal may be claimed. If the finder does not wish to have his or her name and address appear in the notice, he or she may obtain a case number from Multnomah County Animal Control and have that number published in the newspaper along with the phone number for a nAnimal eControl for contact.

1 (E) If no person appears and claims ownership of the animal prior to the expiration of
2 ~~90~~ 180 days after the date of the notice to the director under subsection (A) of
3 this section, the finder shall be declared the owner of the animal. Any person
4 becoming owner of any animal under the provisions of this subsection shall
5 assume the responsibilities of an owner under this chapter.

6 (F) If within ~~three months~~ 180 days of the finder's notice to the director the animal's
7 owner does appear and establish ownership of the animal, the finder shall
8 surrender possession of the animal to that owner, provided, however, that the
9 owner first tender to the finder payment for all of the finder's reasonable actual
10 costs incurred for giving of notice, providing urgent veterinary care and keeping
11 of the animal.

12 (G) Any dispute as to ownership or right to possession of the animal, or as to the
13 amount of the finder's costs, shall be submitted to the director in writing, who
14 shall ~~promptly~~ decide the matter in writing within 30 days. Any party aggrieved
15 by the director's decision may appeal the decision under MCC 8.10.054 through
16 8.10.057.

17 (H) Notwithstanding any other provision in this section, any person who prior to
18 December 31, 1995 found and harbored any dog or cat and who notified the
19 director and furnished a description of the animal shall be the animal's owner if,
20 prior to the expiration of ~~three months~~ 180 days after the director was notified, no
21 person appeared and claimed ownership of the animal. Any person becoming
22 owner of any animal under the provisions of this subsection shall assume the
23 responsibilities of an owner under this chapter.

1 Section XXI. AMENDMENT

2 MCC 8.10.170 is amended to read as follows:

3 Any person in physical possession or control of any animal off the premises of
4 the animal's owner or keeper shall immediately remove excrement or other solid
5 waste deposited by the animal in any public area ~~or private property.~~

6 [Ord. 156 § VI(3) (1977); Ord. 850, § 26 (1996)]

7 Section XXII. AMENDMENT

8 MCC 8.10.190 is amended as follows:

9 (A) For the purposes of this section, unless otherwise limited, the owner is ultimately
10 responsible for the behavior of his or her animal regardless of whether the owner
11 or another member of the owner's household or a household visitor permitted the
12 animal to engage in the behavior that is the subject of the violation.

13 (B) It is unlawful for any person to:

14 (1) Permit an animal to be an animal at large.

15 (2) Permit an animal to trespass upon property of another.

16 (3) ~~(4) Keep a vicious animal.~~ Fail to comply with requirements of this chapter
17 which apply to the keeping of an animal, or dangerous animal or any facility
18 where such animals are kept.

19 (4) ~~(5) Permit a dog in season (estrus) to be accessible to a male dog not in the~~
20 person's ownership except for intentional breeding purposes.

21 (5) ~~(6) Permit any animal to unreasonably cause annoyance, alarm or noise~~
22 disturbance to any person or neighborhood by at any time of the day or night,
23 ~~by repeated barking, whining, screeching, howling, braying or other like~~

1 sounds which may be heard beyond the boundary of the owner's or keeper's
2 property under conditions wherein the animal sounds are shown to have
3 occurred either as repeated episodes of continuous noise lasting for a
4 minimum period of ten minutes or repeated episodes of intermittent noise
5 lasting for a minimum period of thirty minutes. It shall be an affirmative
6 defense under this subsection that the animal was intentionally provoked by a
7 party other than the owner to make such noise. Provided, 8.10.190(B)(5)
8 shall not be applicable to any lawful livestock owner or keeper; kennel or
9 similar facility, wherein the presence of livestock or the operation of a kennel
10 or similar facility is authorized under the applicable land use and zoning laws
11 and regulations.

12 (6) (7) Leave an animal unattended for more than 24 consecutive hours without
13 minimum care.

14 (7) (8) Deprive an animal of proper facilities or care, including but not limited to
15 the items prescribed in MCC 8.10.130. Proper shelter ~~shall must include a~~
16 ~~structure that does not leak, will~~ provide protection from the weather and is
17 maintained in a condition to protect the animals from injury.

18 (8) (9) Physically mistreat any animal either by abuse or neglect or failure to
19 furnish minimum care.

20 (9) (10) Permit any animal to leave the confines of any officially prescribed
21 quarantine area.

22 (10) (11) Permit any dog to engage in any of the behaviors described in MCC
23 8.10.270(A) or (B).

(11)(12) Permit any dog to engage in any of the behaviors described in MCC 8.10.270(C) through 8.10.270 (D).

(12)(13) Permit any dog to engage in the behavior described in MCC 8.10.271.

(13) ~~[F-e-h]~~ Harbor a dangerous or exotic animal that is not otherwise exempted under MCC 8.10.140. Provided, any person who owns or is keeping a dangerous or exotic animal on the effective date of this Ordinance in that person's jurisdiction, shall have 180 days from the effective date to provide for the animal's removal from Multnomah County or other lawful disposition.

(C) For the purpose of this section "owner" shall mean either owner or keeper as defined under this chapter.

~~[(E)]~~ (D) Notwithstanding, MCC 8.10.190(B)(10), (11) and (12), any dog that has been found to have engaged in behaviors as described at MCC 8.10.270 or 8.10.271, shall be classified, regardless of whether it is established by preponderance of the evidence that the dog owner, keeper or other person permitted the dog to engage in the behavior. If in any such case, it is not established by a preponderance of the evidence that the person cited permitted the dog to engage in the behavior, no fine shall be imposed against that person, but the dog owner or keeper shall be subject to all other restrictions and conditions lawfully imposed by the director or a hearings officer pursuant to MCC 8.10.280(B) and 8.10.055(H) respectively and;

(1) In any case, wherein the citing officer or the director based upon his or her investigation and review of such case, determines there is insufficient evidence to establish the responsible party permitted the dog to engage in the

1 violative behavior, may in lieu of issuing a Notice of Infraction for violation of
2 MCC 8.10.190(B)(10), (11) or (12) issue a Notice of Infraction citing this
3 subsection and the specific subsection of MCC 8.10.270 or 8.10.271 directly
4 applicable to the dog's alleged behavior.

5 (2) Any Notice of Infraction issued pursuant to 8.10.190 [(E)] (D)(1) shall not be
6 subject to the imposition of a fine against the person cited, upon issuance or
7 affirmation but that person shall be subject to all other restrictions and
8 conditions lawfully imposed by the director or a hearings officer pursuant to
9 MCC 8.10.280(B) and 8.10.055(H) respectively.

10 [Ord. 156 § VI(5) (1977); Ord. 517 § 4 (1986); Ord. 732 §§ 3, 14 (1992); Ord. 850, §
11 28 (1996)]

12 Section XXIII. AMENDMENT

13 MCC 8.10.191 is amended as follows:

14 (A) The failure to comply with any conditions or restrictions lawfully imposed
15 pursuant to a notice of infraction or director's decision not otherwise stayed
16 under MCC 8.10.056 is a violation of this chapter. Failure to pay the civil fine
17 shall be an infraction under this section. A notice of infraction issued under this
18 section for failure to comply shall be of the same classification as the original
19 infraction. The first notice of infraction issued under this section shall not be
20 construed as a second offense under MCC 8.10.900(B).

21 (B) Except as provided in MCC 8.10.191(C), all enforcement actions under this
22 section shall be brought before a hearings officer.

1 (C) Any enforcement action for a Class A infraction failure to comply wherein the
2 circumstances of the failure to comply by the party in violation are determined by
3 the director to:

4 (1) Be a substantial risk to public safety; or

5 (2) Be a substantial risk to the care and treatment of the subject animal(s); or

6 (3) Be a failure to pay past-due fines on three or more infractions within a [20] 12
7 month period;

8 shall be brought in the state court as provided under ORS 203.810 and ORS
9 30.315.

10 [(E)] (D) Notwithstanding subsection (A) of this section, a notice of failure to comply
11 issued under this section that is based solely on the failure to pay the annual
12 classified dog fee under MCC 8.10.280(G), shall be a Class C infraction.

13 [Ord. 732 § 15 (1992); Ord. 773, § 2 (1993); Ord. 850, § 29 (1996)]

14 (E) In addition to any other remedies allowed by law, judgment may be entered
15 under this Section in state court against any person issued a citation under
16 subsection (C) of this section by reason of that person failing to appear at the
17 time and date set for arraignment or other required appearance provided that
18 such judgment shall only be allowed if the notice of infraction served on the
19 person contains a statement notifying the person that a monetary judgment may
20 be entered against the person up to the maximum amount of fines, assessments,
21 and other costs allowed by law for the infraction if the person fails to appear at
22 the time, date and court specified in the notice of infraction or subsequent
23 hearing notice from the court.

1 Section XXIV. AMENDMENT

2 MCC 8.10.192 is amended as follows:

3 (A) Whenever a public nuisance animal, as determined by the director under this
4 chapter is found on any premises within the jurisdiction of the county, a written
5 order may be given to the owner or keeper of the animal(s), or to the owner,
6 occupant, person in possession, person in charge, or person in control of the
7 premises where the animal(s) is (are) located, or a written order may be posted
8 at such premises when none of the above people can be found at the premises.

9 Such order shall be signed by the director and shall give the person or persons to
10 whom it is directed no less than 72 hours (three days) nor more than 120 hours
11 (five days) to remove and abate the nuisance.

12 (B) If, after the time given to comply with the notice has passed, the nuisance has
13 not been abated, the director may summarily abate the nuisance by ordering
14 impoundment of the animal(s) and assess the cost of such abatement against
15 the owner or keeper of the animal(s), or the owner, occupant, person in
16 possession, person in charge, or person in control of the premises where the
17 animal(s) is (are) located, to be collected by suit or otherwise, in addition to the
18 penalties for the violation thereof.

19 (C) It shall be unlawful to fail to comply with an order to abate a nuisance issued as
20 provided in subsection (A) and shall be construed ~~as interference with the~~
21 ~~director under MCC 8.10.030(D)~~ a Class A Infraction.

22 (D)(1) Any party served a written order to abate a nuisance as provided in
23 subsection (A) of this section, may appeal the order as provided under MCC

8.10.054. The appeal under this section may be consolidated with any underlying infraction still pending eligible for appeal under this chapter. Provided, any challenge to an enforcement action brought under subsection (C) of this section, including issues relating to the validity of the order to abate the nuisance, shall be joined in one state court proceeding, and there shall be no further administrative review or appeal except as directed by the court.

(2) Any animal impounded pursuant to the order to abate shall not be released until such time as the director, hearings officer, or court of competent jurisdiction orders such release.

(E)(1) Any enforcement action first brought under MCC 8.10.191(C) shall bar any enforcement action brought under this section in relation to the same event or series of events subject to regulation and enforcement under this chapter.

(2) Notwithstanding MCC 8.10.191(C), any enforcement action first brought under this section shall bar any enforcement action brought under MCC 8.10.191(C) in relation to the same event or series of events subject to regulation and enforcement under this Chapter.

[Ord. 850, § 30 (1996)]

Section XXV. AMENDMENT

MCC 8.10.200 is amended as follows:

It is unlawful for any person in Multnomah County to:

(A) Harbor, keep, possess, breed or deal in gamecocks; or

(B) Knowingly and intentionally, whether for amusement of self or others, or for financial gain, cause any animal to fight or injure any other animal, cause it to be

1 fought or injured by any other animal or to train or keep for the purpose of
2 training any animal with the intent that the animal shall be exhibited combatively
3 with any other animal. Anyone who permits such conduct on premises under
4 that person's control, and any person present as a spectator at that exhibition,
5 shall be considered a violator of this subsection and subject to punishment upon
6 conviction.

7 Section XXVI. AMENDMENT

8 MCC 8.10.270 is amended as follows:

9 Classification of a dog as potentially dangerous shall be based upon specific
10 behaviors exhibited by the dog. For purposes of MCC 8.10.265 through 8.10.285,
11 behaviors establishing various levels of potentially dangerous dogs are as follows:

12 (A) Level 1 behavior is established if a dog at large is found to menace, chase,
13 display threatening or aggressive behavior or otherwise threaten or endanger the
14 safety of any person ~~or domestic animal~~.

15 (B) Level 2 behavior is established if a dog while at large, causes physical injury to
16 any domestic animal.

17 (C) Level 3 behavior is established if a dog, while confined in accordance with MCC
18 8.10.010(B), aggressively bites ~~or causes any physical injury to~~ any person.

19 (D) Level 4 behavior is established if:

20 (1) A dog, while at large,

21 (a) aggressively bites ~~or causes physical injury to~~ any person; or

22 (b) kills or causes the death of any domestic animal or livestock; or

1 (2) A dog classified as a Level 3 potentially dangerous dog that repeats the
2 behavior in subsection (C) of this section after the owner or keeper receives
3 notice of the Level 3 classification.

4 (E) Notwithstanding subsection (A) through (D) of this section, the director shall have
5 discretionary authority to refrain from classifying a dog as potentially dangerous,
6 even if the dog has engaged in the behaviors specified in subsections (A)
7 through (E) of this section, if the director determines that the behavior was the
8 result of the victim abusing or tormenting the dog or was directed towards a
9 trespasser or other similar mitigating or extenuating circumstances.

10 [Ord. 517 § 3 (1986); Ord. 591 § 2 (1988); Ord. 732 § 3 (1992); Ord. 850, § 36
11 (1996)]

12 Section XXVII. AMENDMENT

13 MCC 8.10.271 is amended to as follows:

14 (A) Classification of a dog as a dangerous dog animal shall be based upon the dog
15 engaging in any of the following behaviors:

16 (1) A dog, whether or not confined, causes the serious physical injury or death of
17 any person; or

18 (2) A dog is used as a weapon in the commission of a crime ;~~or,~~

19 ~~(3) A dog classified as a Level 4 potentially dangerous dog that repeats the~~
20 ~~behavior described in MCC 8.10.270 (C) or (D) of this section after the owner~~
21 ~~or keeper receives notice of the Level 4 classification.~~

22 (B) Notwithstanding subsection (A) of this section, the director or hearings officer
23 shall have discretionary authority to refrain from classifying a dog as a dangerous

1 dog animal, even if the dog has engaged in the behaviors specified in subsection
2 (A) of this section, if the director or hearings officer determines that the behavior
3 was the result of the victim abusing or tormenting the dog or was directed
4 towards a trespasser or other extenuating circumstances that establishes that the
5 dog does not constitute an unreasonable risk to human life or property.

6 (C) If a dog is classified under this section as a dangerous dog animal, and the
7 owner requests to keep the dog, the director shall have discretion to order the
8 dog not be euthanized provided the dog is placed in a certified dangerous animal
9 facility as defined under this chapter.

10 (D) The director in making a determination under MCC 8.10.271(C) may consider
11 any relevant evidence that addresses one or more of the following factors:

12 (1) Whether the dog constitutes an unreasonable risk to human life or property if
13 housed in a dangerous dog facility; or

14 (2) Whether the dog has successfully completed the certified America
15 Temperament Testing Society and/or Pet Partners as deemed appropriate
16 ~~been through a certified obedience or other training program; or~~

17 (3) ~~(4) Whether the dog is a good candidate for obedience training based upon~~
18 ~~the testimony of a certified animal trainer or behaviorist; or~~ The reasonable
19 likelihood of no repeated behavior by the animal in violation of this chapter.

20 [Ord. 850, § 37 (1996)]

21 Section XXVIII. AMENDMENT

22 MCC 8.10.275 is amended to as follows:

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- (A) The director shall have authority to determine whether any dog has engaged in the behaviors specified in MCC 8.10.270 or 8.10.271. This determination may be based upon an investigation that includes observation of and testimony about the dog's behavior, including the dog's upbringing and the owner's or keeper's control of the dog, and other relevant evidence as determined by the director. These observations and testimony can be provided by Multnomah County aAnimal eControl eOfficers or by other witnesses who personally observed the behavior. They shall sign a written statement attesting to the observed behavior and agree to provide testimony regarding the dog's behavior if necessary.
- (B) The director shall have the discretion to increase or decrease a classified dog's restrictions based upon relevant circumstances.
- (C) The director shall give the dog's owner or keeper written notice by certified mail or personal service of the dog's specified behavior, of the dog's classification as a potentially dangerous dog or dangerous animal, of the fine imposed, and of the restrictions applicable to that dog by reason of its classification. If the owner or keeper denies that the behavior in question occurred, the owner or keeper may appeal the director's decision to the hearings officer by filing a written request for a hearing with the director as provided under MCC 8.10.054.
- (D) Upon receipt of notice of the dog's classification as a Level 1, 2, 3, or 4 potentially dangerous dog or dangerous animal pursuant to subsection (C) of this section, the owner or keeper shall comply with the restrictions specified in the notice unless reversed on appeal. Failure to comply with the specified restrictions shall be a violation of this chapter for which a fine can be imposed.

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1 Additionally, the director shall have authority to impound the dog pending
2 completion of all appeals.

3 (E) If the director's decision or the hearings officer's decision finds that a dog has
4 engaged in dangerous animal behavior, the dog shall be impounded pending the
5 completion of a dangerous animal facility application or any appeals.

6 (F) Any dog classified as a Level 4, that is found to have repeated Level 4 behavior
7 as defined under this code shall be impounded pursuant to MCC 8.10.192 if not
8 already impounded. The dog shall not be released to the owner or be made
9 available for adoption until either potential recipient of the dog has established
10 arrangements for accommodating the animal consistent with all the security and
11 safety requirements ordered by the director or the hearings officer.

12 [Ord. 517 § 3 (1986); Ord. 550 §§ 2, 3 (1987); Ord. 591 § 3 (1988); Ord. 732 §§ 3,
13 16 (1992); Ord. 850, § 38 (1996)]

14 Section XXIX. AMENDMENT

15 MCC 8.10.280 is amended to as follows:

16 In addition to the other requirements of MCC Chapter 8.10, the owner or keeper of a
17 potentially dangerous dog shall comply with the following conditions:

18 (A) Dogs classified as Level 1 dogs shall be restrained in accordance with MCC
19 8.10.010(B) by a physical device or structure, in a manner that prevents the dog
20 from reaching any public sidewalk, or adjoining property and must be located so
21 as not to interfere with the public's legal access to the owner's or keeper's
22 property premises, whenever that dog is outside the owner's or keeper's home
23 and not on a leash.

1 (B) Dogs classified as Level 2 dogs shall be confined within a secure enclosure
2 whenever the dog is not on a leash. The secure enclosure must be located so as
3 not to interfere with the public's legal access to the owner's or keeper's ~~[property]~~
4 premises. In addition, the director may require the owner or keeper to obtain
5 and maintain proof of public liability insurance. In addition, the owner or keeper
6 may be required to complete a responsible pet ownership program as prescribed
7 by the director or a hearings officer.

8 (C) Dogs classified as Level 3 or Level 4 dogs shall be confined within a secure
9 enclosure whenever the dog is not on a leash. The secure enclosure must be
10 located so as not to interfere with the public's legal access to the owner's or
11 ~~keeper's [property]~~ premises, and the owner or keeper shall post warning signs,
12 which are provided by the director, on the ~~[property]~~ premises where the dog is
13 kept, in conformance with rules to be adopted by the director. In addition, the
14 director may require the owner or keeper to obtain and maintain proof of public
15 liability insurance. The owner or keeper shall not permit the dog to be off the
16 owner's or keeper's premises unless the dog is muzzled and restrained by an
17 adequate leash and under the control of a capable person. In addition, the
18 director may require the owner or keeper to satisfactorily complete a pet
19 ownership program.

20 (D) Dogs classified as a dangerous animal as described in MCC 8.10.271 shall be
21 euthanized or placed in a dangerous animal facility as determined by the director
22 or hearings officer. A dog classified as a dangerous animal shall be confined
23 within a secure enclosure with a double security gate and shall meet the

1 requirements in subsection (C) above. In addition, the director or hearings officer
2 may suspend, for a period of time specified by the director or hearings officer,
3 that dog owner's or keeper's right to be the owner or keeper of any dog in
4 Multnomah County, including dogs currently owned by that person.

5 (E) All dogs classified as dangerous animals, and determined by the director or
6 hearings officer to be euthanized shall be euthanized at any time not less than 20
7 days of the date of classification. Notification to the director of any appeal to the
8 hearings officer as provided for in MCC 8.10.054(A) or to any court of competent
9 jurisdiction shall delay destruction of the dog until a date not less than 15 days
10 after a final decision by the hearings officer or final judgment by the court.

11 (F) To insure correct identification, all dogs that have been classified as potentially
12 dangerous or dangerous animals shall be marked with a permanent identifying
13 mark, micro-chipped, photographed, ~~or~~ and may be fitted with a special tag or
14 collar as determined by the director, at the owner's expense. The director shall
15 adopt rules specifying the type of required identification.

16 (G) In addition to the normal licensing fees established by MCC 8.10.220(A) ~~[(2)]~~ (1)
17 and (2), there shall be an annual fee of \$50.00 for dogs classified at Level 1; and
18 \$100.00 for dogs classified at Level 2 and 3 and; \$150.00 for dogs classified as
19 Level 4; and \$300.00 for dogs classified as Dangerous Animal. This additional
20 fee shall be imposed at the time of classification of the potentially dangerous dog,
21 and shall be payable within 30 days of notification by the director. Annual
22 payment of this additional fee shall be due and payable ~~within 30 days of~~
23 ~~notification by the director~~ upon the anniversary date of the classification.

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(H) The owner or keeper of a potentially dangerous dog or dogs classified as dangerous animals shall not permit the warning sign to be removed from the secure enclosure, and shall not permit the special tag or collar to be removed from the classified dog. The owner or keeper of a potentially dangerous dog or dogs classified as dangerous animals shall not permit the dog to be moved to a new address or change owners or keepers without providing the director with ten days' prior written notification.

~~(I) Declassification of potentially dangerous dogs or dogs classified as dangerous animal. Any owner or keeper of a classified potentially dangerous dog or a dog classified as a dangerous animal may apply to the director, in writing, to have the restrictions reduced or removed.~~

~~(1) The following conditions must be met:~~

~~(a) Level 1 or Level 2 dogs have been classified for one year without further incident, or and two years for Level 3 or and Level 4 dogs four years for dogs classified as dangerous animals; and~~

~~(b) (c) The owner or keeper provides the director with written certification of satisfactory completion of obedience training for the dog classified, with the owner or keeper; and There have been no violations of the specified regulations; and~~

~~(c) (f) Any other condition ordered by the director or hearings officer at the time of classification.~~

~~(1) The owner or keeper provides the director with written certification of satisfactory completion of obedience training for the dog classified with the owner or keeper.~~

~~(2) In addition, the director may require the dog owner or keeper to provide written verification that the classified dog has been spayed or neutered.~~

~~(3) Any reclassification request submitted under this section must include \$40.00 review fee.~~

~~(d) In addition, the director may require the dog owner or keeper to provide written verification that the classified dog has been spayed or neutered.~~

~~(e) Any reclassification request submitted under this subsection must include \$40.00 review fee.~~

~~(2) When the owner or keeper of a potentially dangerous dog meets all of the conditions in this subsection, the restrictions for Level 1 and Level 2 classified dogs may be removed. Restrictions for Level 3 and Level 4 dogs, and dogs classified as dangerous animals may be removed, with the exception of the secure enclosure.~~

[Ord. 517 § 3 (1986); Ord. 850, § 40 (1996)]

Section XXX. AMENDMENT

MCC 8.10.285 is amended as follows:

MCC 8.10.285 Declassification of potentially dangerous dog.

Declassification of potentially dangerous dogs or dogs classified as a Dangerous Animal. A \$40.00 Declassification Fee will be assessed when the classification

1 period begins. Declassification will be automatic pursuant to this section. Any
2 person who observes or has evidence of behavior as described in MCC 8.10.270 or
3 8.10.271 shall forthwith notify the director.

4 (A) The following conditions must be met:

5 (1) Level 1 or Level 2 dogs have been classified for one year without further
6 incident, and two years for Level 3 and Level 4 dogs; and

7 (2) There have been no violations of the specified regulations; and

8 (3) Any other condition ordered by the director or hearings officer at the time of
9 classification.

10 (a) The owner or keeper provides the director with written certification of
11 satisfactory completion of obedience training for the dog classified, with the
12 owner or keeper.

13 (b) In addition, the director may require the dog owner or keeper to provide
14 written verification that the classified dog has been spayed or neutered.

15 (B) When the owner or keeper of a potentially dangerous dog meets all of the
16 conditions in this subsection, the restrictions for Level 1 and Level 2 classified
17 dogs may be removed. Restrictions for Level 3 and Level 4 dogs, and dogs
18 classified as dangerous animals may be removed, with the exception of the
19 secure enclosure.

20 [Ord. 517 § 3 (1986); Ord. 850, § 40 (1996)]

21 Section XXXI AMENDMENT

22 MCC 8.10.900 is amended as follows:

23 (A) Violations of the provisions of this chapter shall be classified as provided below.

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(1) Class A infractions. Violations of the following sections or subsections shall be Class A infractions:

- (a) MCC 8.10.030;
- (b) MCC 8.10.150;
- (c) MCC 8.10.180;
- (d) ~~(e) MCC 8.10.190(B)(3)~~ MCC 8.10.190(B)(7)(8);
- (e) ~~(f) MCC 8.10.190(B)(8)(9)~~;
- (f) ~~(g) MCC 8.10.190(B)(9)(10)~~;
- (g) ~~(h) MCC 8.10.190(B)(11)(12)~~
- (h) MCC 8.10.190(B)(12);
- (i) MCC 8.10.190(B)(13);
- (j) MCC 8.10.192;
- (k) MCC 8.10.200.

(2) Class B infractions: Violations of the following sections or subsections of this chapter shall be Class B infractions:

- (a) MCC 8.10.045(A)(3)(4);
- (b) MCC 8.10.155;
- (c) MCC 8.10.190(B)(3)(4);
- (d) MCC 8.10.190(B)(4)(5);
- (e) MCC 8.10.190(B)(5)(6);
- (f) MCC 8.10.190(B)(6)(7);
- (g) MCC 8.10.190(B)(10)(11).

(3) Class C infractions. Infractions of the following sections or subsections of this chapter shall be Class C infractions:

- (a) MCC 8.10.070;
- (b) MCC 8.10.170;
- (c) MCC 8.10.190(B)(1);
- (d) MCC 8.10.190(B)(2);
- (e) MCC 8.10.210.

(4) Except as provided under MCC 8.10.191 and 8.10.192, any other violation of this chapter not listed in this subsection shall be a Class A infraction.

(B) Fines:

(1) Class A infraction. A fine for Class A infraction shall be no less than \$100.00 nor more than \$500.00 for a first offense. The fine for a second Class A infraction committed within 12 months from the date that the first offense was committed shall be no less than \$200.00, nor more than \$500.00. The fine for a third Class A infraction committed within 12 months from the date that the first offense was committed, the fine shall be not less than \$500.00.

(2) Class B infraction. A fine for Class B infraction shall be no less than \$50.00 nor more than \$250.00 for the first offense. If the violator committed either a Class A or B infraction within the 12-month period immediately prior to the date of the second infraction, the fine shall be no less than \$100.00 nor more than \$250.00. If the violator has committed two or more Class A or B infractions within the 12-month period immediately prior to the date of the

1 most recent notice of infraction for a Class B infraction, the fine shall be
2 \$250.00.

3 (3) Class C infractions. A fine for a Class C infraction shall be no less than
4 \$30.00 nor greater than \$150.00 for a first offense. If the violator has
5 committed a Class A, B, or C infractions within the 12-month period
6 immediately prior to the date of the second infraction, the fine shall be no less
7 than \$50.00 nor more than \$150.00. If the violator has committed two or
8 more Class A, B, or C infractions within the 12-month period immediately prior
9 to the date of the most recent notice of infraction for a Class C infraction, the
10 fine shall be \$150.00.

11 (C) Additional conditions and restrictions. In addition to the monetary civil penalties
12 imposed for infractions of this chapter, and the regulations applicable under MCC
13 8.10.280, the director and the hearings officer shall have authority to order
14 additional restrictions and conditions upon the party in violation, including but not
15 limited to:

16 (1) Require the owner or keeper and animal to satisfactorily complete an
17 obedience program approved by the director or hearings officer at owner's or
18 keeper's expense.

19 (2) Require the owner or keeper to attend a responsible pet ownership program
20 adopted and/or approved by the director or hearings officer, at the owner's or
21 keeper's expense;

22 (3) Require the owner or keeper of an animal that unreasonable causes
23 annoyance, as described in MCC 8.10.190(B)(~~5~~)(6), to keep the animal inside

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the owner or keeper's residence during hours specified by the director or hearings officer;

(4) The director or hearings officer may suspend, for a period of time specified by the director or hearings officer, the animal owner's or keeper's right to own or keep any animal in Multnomah County.

(5) Require the owner or keeper to have the animal surgically sterilized within a time period determined by the director or hearings officer.

(6) Any other condition(s) that would reasonably abate the infraction.

(D) Late payment penalties. If a civil penalty is unpaid after 30 days, the fine then due shall be increased by 25 percent of the original amount; if the civil penalty is not paid after 60 days, the fine then due shall be increased by 50 percent of the original amount.

(E) At the discretion of the director, any civil penalty(ies) not paid within 30 days from the date of issuance of the notice of infraction may be assigned to a collections agency for collection.

[Ord. 156, § VIII(1) (1977); Ord. 732 § 19 (1992); Ord. 733, § 4 (1993); Ord. 823 § 5 (1995); Ord. 850, § 42 (1996)]

Section XXXII. AMENDMENT

MCC 8.10.940 is amended as follows:

A. Any person convicted of violation of MCC 8.10.200, shall be subject to a fine not to exceed \$500, and the court may order impoundment of any animal caused to be engaged in the prohibited conduct, which animal may be disposed of by the director.

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chapter, shall be licensed subject to MGC 8.10.100 and 8.10.110, and the following requirements:

Animals must at all times be housed in a manner which assures that animals will not create a public nuisance by reason of noise or emission of offensive odors, present a danger to human life or property, endanger the health of the animals or create a safety or health hazard to human beings. The facility must meet the standards as described in the Oregon Administrative Rules chapter 603, division 11, sections 700 through 725 as published in 1994 and as is from time to time amended or as required by the director.

An applicant for a license must demonstrate satisfactory proof to respond in damages for bodily injury or death of any person or for damage to any property which may result from the keeping, owning or control of the animal. The director may require posting of an adequate bond or proof of liability insurance to remain in effect during any license period.

(B) The following facilities, institutions, persons, entities, associations and government agencies are exempt from compliance with 8.10.140(A):

(1) Any facility accredited by the Association of Zoos and Aquariums (AZ[A]):

(2) Any licensed or accredited research or medical institution, including any such institution dedicated to the training of exotic primates for service animals;

(3) License or accredited educational institutions;

(4) Veterinary clinics in possession of exotic animals for treatment or rehabilitation purposes.

(5) Traveling circuses or carnivals;

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(6) Persons temporarily transporting exotic animals through the county provided that the transit time shall not be more than three (3) days.

(7) Any person or facility licensed as an exhibitor or breeder by the United States Department of Agriculture (USDA) under the Animal Welfare Act.

(8) Persons owning or keeping a trained exotic primate as a service animal and who have submitted a sworn affidavit affirming the need for the service animal in their personal dwelling.

(C) A license issued under this section shall be subject to revocation by the director under MCC 8.10.120. Any person, not otherwise exempted, in possession of an exotic animal and a current exotic animal facility license prior to and upon the date this ordinance takes effect shall be eligible to request an Exemption Permit from Compliance with MCC 8.10.190(B) [(14)] (13) by submitting a written petition to the director. The petition must address each of the following elements:

(1) What, if any, financial hardship will be caused by the removal of the animal;

(2) Description of the animal including species, age, size, weight, coloring;

(3) History of Compliance With All Exotic and Dangerous Animal Facility Regulations under any applicable federal or state law.

(D) The director shall evaluate whether any petition submitted under subsection (E) herein merits the exotic animal to be maintained at the facility for the duration of the animal's life. Said determination shall be based on comparison of the risk to public health and safety by the specified animal remaining in the facility and petitioner's response to the three factors addressed in the petition.

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(11)(12) Permit any dog to engage in any of the behaviors described in MCC 8.10.270(C) through 8.10.270 (D).

(12)(13) Permit any dog to engage in the behavior described in MCC 8.10.271.

(13) To not harbor a dangerous or exotic animal that is not otherwise exempted under MCC 8.10.140. Provided, any person who owns or is keeping a dangerous or exotic animal on the effective date of this Ordinance in that person's jurisdiction, shall have 180 days from the effective date to provide for the animal's removal from Multnomah County or other lawful disposition.

(C) For the purpose of this section "owner" shall mean either owner or keeper as defined under this chapter.

~~[(E)]~~ (D) Notwithstanding, MCC 8.10.190(B)(10), (11) and (12), any dog that has been found to have engaged in behaviors as described at MCC 8.10.270 or 8.10.271, shall be classified, regardless of whether it is established by preponderance of the evidence that the dog owner, keeper or other person permitted the dog to engage in the behavior. If in any such case, it is not established by a preponderance of the evidence that the person cited permitted the dog to engage in the behavior, no fine shall be imposed against that person, but the dog owner or keeper shall be subject to all other restrictions and conditions lawfully imposed by the director or a hearings officer pursuant to MCC 8.10.280(B) and 8.10.055(H) respectively and;

(1) In any case, wherein the citing officer or the director based upon his or her investigation and review of such case, determines there is insufficient evidence to establish the responsible party permitted the dog to engage in the

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violative behavior, may in lieu of issuing a Notice of Infraction for violation of
MCC 8.10.190(B)(10), (11) or (12) issue a Notice of Infraction citing this
subsection and the specific subsection of MCC 8.10.270 or 8.10.271 directly
applicable to the dog's alleged behavior.

(2) Any Notice of Infraction issued pursuant to 8.10.190 [(E)] (D)(1) shall not be
subject to the imposition of a fine against the person cited, upon issuance or
affirmation but that person shall be subject to all other restrictions and
conditions lawfully imposed by the director or a hearings officer pursuant to
MCC 8.10.280(B) and 8.10.055(H) respectively.

[Ord. 156 § VI(5) (1977); Ord. 517 § 4 (1986); Ord. 732 §§ 3, 14 (1992); Ord. 850, §
28 (1996)]

Section XXIII. AMENDMENT

MCC 8.10.191 is amended as follows:

(A) The failure to comply with any conditions or restrictions lawfully imposed pursuant to a notice of infraction or director's decision not otherwise stayed under MCC 8.10.056 is a violation of this chapter. Failure to pay the civil fine shall be an infraction under this section. A notice of infraction issued under this section for failure to comply shall be of the same classification as the original infraction. The first notice of infraction issued under this section shall not be construed as a second offense under MCC 8.10.900(B).

(B) Except as provided in MCC 8.10.191(C), all enforcement actions under this section shall be brought before a hearings officer.

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(C) Any enforcement action for a Class A infraction failure to comply wherein the circumstances of the failure to comply by the party in violation are determined by the director to:

(1) Be a substantial risk to public safety; or

(2) Be a substantial risk to the care and treatment of the subject animal(s); or

(3) Be a failure to pay past-due fines on three or more infractions within a [20] 12 month period;

shall be brought in the state court as provided under ORS 203.810 and ORS 30.315.

[(E)] (D) Notwithstanding subsection (A) of this section, a notice of failure to comply issued under this section that is based solely on the failure to pay the annual classified dog fee under MCC 8.10.280(G), shall be a Class C infraction.

[Ord. 732 § 15 (1992); Ord. 773, § 2 (1993); Ord. 850, § 29 (1996)]

(E) In addition to any other remedies allowed by law, judgment may be entered under this Section in state court against any person issued a citation under subsection (C) of this section by reason of that person failing to appear at the time and date set for arraignment or other required appearance provided that such judgment shall only be allowed if the notice of infraction served on the person contains a statement notifying the person that a monetary judgment may be entered against the person up to the maximum amount of fines, assessments, and other costs allowed by law for the infraction if the person fails to appear at the time, date and court specified in the notice of infraction or subsequent hearing notice from the court.

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1 Additionally, the director shall have authority to impound the dog pending
2 completion of all appeals.

3 (E) If the director's decision or the hearings officer's decision finds that a dog has
4 engaged in dangerous animal behavior, the dog shall be impounded pending the
5 completion of a dangerous animal facility application or any appeals.

6 (F) Any dog classified as a Level 4, that is found to have repeated Level 4 behavior
7 as defined under this code shall be impounded pursuant to MCC 8.10.192 if not
8 already impounded. The dog shall not be released to the owner or be made
9 available for adoption until either potential recipient of the dog has established
10 arrangements for accommodating the animal consistent with all the security and
11 safety requirements ordered by the director or the hearings officer.

12 [Ord. 517 § 3 (1986); Ord. 550 §§ 2, 3 (1987); Ord. 591 § 3 (1988); Ord. 732 §§ 3,
13 16 (1992); Ord. 850, § 38 (1996)]

14 Section XXIX. AMENDMENT

15 MCC 8.10.280 is amended to as follows:

16 In addition to the other requirements of MCC Chapter 8.10, the owner or keeper of a
17 potentially dangerous dog shall comply with the following conditions:

18 (A) Dogs classified as Level 1 dogs shall be restrained in accordance with MCC
19 8.10.010(B) by a physical device or structure, in a manner that prevents the dog
20 from reaching any public sidewalk, or adjoining property and must be located so
21 as not to interfere with the public's legal access to the owner's or keeper's
22 property premises, whenever that dog is outside the owner's or keeper's home
23 and not on a leash.

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1 (B) Dogs classified as Level 2 dogs shall be confined within a secure enclosure
2 whenever the dog is not on a leash. The secure enclosure must be located so as
3 not to interfere with the public's legal access to the owner's or keeper's ~~[property]~~
4 premises. In addition, the director may require the owner or keeper to obtain
5 and maintain proof of public liability insurance. In addition, the owner or keeper
6 may be required to complete a responsible pet ownership program as prescribed
7 by the director or a hearings officer.

8 (C) Dogs classified as Level 3 or Level 4 dogs shall be confined within a secure
9 enclosure whenever the dog is not on a leash. The secure enclosure must be
10 located so as not to interfere with the public's legal access to the owner's or
11 ~~keeper's [property]~~ premises, and the owner or keeper shall post warning signs,
12 which are provided by the director, on the ~~[property]~~ premises where the dog is
13 kept, in conformance with rules to be adopted by the director. In addition, the
14 director may require the owner or keeper to obtain and maintain proof of public
15 liability insurance. The owner or keeper shall not permit the dog to be off the
16 owner's or keeper's premises unless the dog is muzzled and restrained by an
17 adequate leash and under the control of a capable person. In addition, the
18 director may require the owner or keeper to satisfactorily complete a pet
19 ownership program.

20 (D) Dogs classified as a dangerous animal as described in MCC 8.10.271 shall be
21 euthanized or placed in a dangerous animal facility as determined by the director
22 or hearings officer. A dog classified as a dangerous animal shall be confined
23 within a secure enclosure with a double security gate and shall meet the

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requirements in subsection (C) above. In addition, the director or hearings officer may suspend, for a period of time specified by the director or hearings officer, that dog owner's or keeper's right to be the owner or keeper of any dog in Multnomah County, including dogs currently owned by that person.

(E) All dogs classified as dangerous animals, and determined by the director or hearings officer to be euthanized shall be euthanized at any time not less than 20 days of the date of classification. Notification to the director of any appeal to the hearings officer as provided for in MCC 8.10.054(A) or to any court of competent jurisdiction shall delay destruction of the dog until a date not less than 15 days after a final decision by the hearings officer or final judgment by the court.

(F) To insure correct identification, all dogs that have been classified as potentially dangerous or dangerous animals shall be marked with a permanent identifying mark, micro-chipped, photographed, ~~or~~ and may be fitted with a special tag or collar as determined by the director, at the owner's expense. The director shall adopt rules specifying the type of required identification.

(G) In addition to the normal licensing fees established by MCC 8.10.220(A) ~~[(2)]~~ **(1)** and (2), there shall be an annual fee of \$50.00 for dogs classified at Level 1; and \$100.00 for dogs classified at Level 2 and 3 and; \$150.00 for dogs classified as Level 4; and \$300.00 for dogs classified as Dangerous Animal. This additional fee shall be imposed at the time of classification of the potentially dangerous dog, and shall be payable within 30 days of notification by the director. Annual payment of this additional fee shall be due and payable ~~within 30 days of notification by the director~~ upon the anniversary date of the classification.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 918

An ordinance amending Ordinance No. 909, in order to correct several inadvertent typographical errors and omissions contained in that Ordinance relating to the Animal Control Code and declaring an emergency.

(Language ~~lined through~~ and [bracketed] is to be deleted; underlined language in **bold** is new) Multnomah County ordains as follows:

Section I. AMENDMENT

MCC 8.10.010 is amended and added to as follows:

(A) *Animal* means any non-human vertebrate.

(B) *Animal at large* means any animal, excluding domestic cats ~~licensed and sterilized cats~~, that is not physically restrained on the owner's or keeper's premises, ~~(private property)~~ (including motorized vehicles) in a manner that physically prevents the animal from leaving ~~that property~~ the premises or reaching any public areas; or, is not physically restrained when on public property, or any public area, by a leash, tether or other physical control device not to exceed eight feet in length and under the physical control of a capable person.

(C) *Aggressively bites* means any dog bite that breaks the skin and is accompanied by an attack where the dog exhibits ~~behavior including~~ one or more of the following behavior(s), but not limited to ~~any of the following~~: snarling, baring teeth, chasing, growling, barking, snapping, pouncing, lunging, **multiple attacks**, multiple lunges, or multiple bites.

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(D) *Board* means the Multnomah County Board of County Commissioners.

(E) *Chronic safety nuisance* is demonstrated by the issuance of two (2) or more notice of infractions or citations for:

(1) Violation of MCC 8.10.270 relating to the same dog, or

(2) Any dangerous animal that is not confined as required by law, or

(3) Any other violation of this chapter based on animal behavior that causes a substantial risk to public safety.

(F) *Chronic noise nuisance* is demonstrated by the issuance of two (2) or more notice of infractions or citations for violation of MCC 8.10.190(b)(5)(6) and the receipt of multiple complaints from ~~more than one~~ one (1) or more households, within a one (1) year period, in close proximity to the animal's location.

~~[(1) Excluding all lawful commercial operation operated under appropriate zoning.]~~

(G) *Dangerous or Exotic Animal means* any animal, ~~including insects~~, which is of a wild or predatory nature, and which because of its size, vicious nature or other characteristics would constitute an unreasonable danger to human life or property, ~~if not kept, maintained or confined in a safe and secure manner. A dog that has engaged in the behaviors specified in MCC 8.10.271.~~ A dangerous or exotic animal under this chapter shall include any of the following animals:

(1) Any large felid from the genus Panthera, including: lion, P. leo; tiger,

P. tigris; jaguar, P. onca; leopard, P. pardus; and snow leopard, Uncia

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1 uncia; as well as the puma (cougar or mountain lion), Puma concolor;
2 clouded leopard, Neofelis nebulosa; and cheetah, Acinonyx jubatus.

3 (2) Any monkey, ape, gorilla, hybrid thereof, or other non-human primate;

4 (3) Any wolf or canine except the species Canis Familiaris (domestic dog);

5 (4) Any bear;

6 (5) Any venomous or poisonous reptile;

7 (6) Any reptile of the order Crocodilia (crocodiles, alligators and caimans),
8 or any snake of the family Pythonidae or Boinae capable of obtaining
9 eight (8) feet or more in length.

10 (H) Dangerous Dog means any dog found to have engaged in any of the
11 behaviors specified in MCC 8.10.271.

12 (I)(H) Dangerous Dog Facility means any site for the keeping of one or more
13 dangerous animals dogs.

14 (J)(H) Director means the director of the ~~department of environmental services~~
15 animal control division of Multnomah County or the director's designee.

16 (K) Domestic Animal. Any animal whose physiology has been determined or
17 manipulated through selective breeding and does not occur naturally in the
18 wild, or which may be vaccinated against rabies with an approved rabies
19 vaccine and for which there is an established rabies quarantine observation
20 period. Examples of domestic animals include dogs, cats and livestock.

21 (L) ~~(J)~~ Euthanasia means putting an animal to death in a humane manner.

22 (M)(K) Facility is a site excluding veterinary hospitals operated or used for:

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(1) Boarding, training or similar purposes of dogs, cats, or other animals commonly maintained as pets for varying periods of time.

(2) ~~For~~ The purpose of breeding, buying, selling, or bartering of dogs and/or cats, or other animals commonly maintained as pets.

~~(3) (4) Facility operated by animal welfare/rescue organization. Breeding of dogs and/or cats for the preservation of the breed.~~

(N) Harboring of a Dangerous or Exotic Animal means to knowingly allow the animal to remain, lodge, be fed, or to be given shelter or refuge within the person's home, store, yard, enclosure, vehicle or building, place of business, or any other premises in which the person resides or over which the person has control.

(O) ~~(L)~~ *Hearing officer* means a person appointed by the chair to hear appeals decisions of the director concerning violations of this chapter, ~~or license denial or revocation under MCC 8.10.100 through 8.10.145~~ chapter.

(P) ~~(M)~~ *Immediate health hazard* exists if at any given location there are conditions related to animal care that the director determines warrant immediate intervention; such conditions include, but are not limited to inadequate sanitation, untreated disease, or animals in numbers greater than the animal's owner or keeper can reasonably care for.

(Q) ~~(N)~~ *Keeper* means any person or legal entity who harbors, cares for, exercises control over, or knowingly permits any animal to remain on premises occupied by that person for a period of time not less than 72 hours or someone who accepted the animal for the purpose of safe keeping.

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1 ~~(O) Liability insurance means public liability insurance in a single incident amount of~~
2 ~~not less than \$50,000.00 for bodily injury to or death of any person or persons~~
3 ~~or a cash bond or irrevocable letter of credit in the amount up to \$2,500.00.~~
4 ~~The owner or keeper shall be required to provide the director with certification~~
5 ~~of insurance within ten days of receiving notification of classification. Such~~
6 ~~policy shall provide that no cancellation of the policy will be made unless ten~~
7 ~~days' written notice is given to the director by certified mail.~~

8 (R)(P) *Livestock* means animals, including but not limited to fowl, horses, mules,
9 burros, asses, cattle, sheep, goats, llamas, emu, ostriches, rabbits, swine and
10 or other farm domestic animals, excluding dogs and cats.

11 (S)(Q) *Livestock facility* means any site for the keeping of livestock.

12 (T) (R) *Minimum care* has the meaning as provided in ORS 167.310(8) (1995).

13 (U) (S) *Muzzle* means a device constructed of strong, soft material or a metal
14 muzzle that ~~complies with specifications to be adopted as administrative~~
15 ~~rules by the director. The muzzle must be~~ is made in a manner that will not
16 cause injury to the dog or interfere with its vision or respiration but must
17 prevent it from biting any person or animal.

18 (V) (T) *Owner* means any person or legal entity having a possessory property
19 right in the animal or any person who has been a keeper of an animal for
20 more than 90 days.

21 (W) (U) *Permit*, for the purpose of MCC 8.10.190, shall include human conduct
22 that is intentional, deliberate, careless, inadvertent, or negligent in
23 relationship to an animal.

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(X) ~~(V)~~ *Person* means any natural person, association, partnership, firm or corporation.

(Y) ~~(W)~~ *Pet license* is a record issued by Animal Control which identifies an animal of licensable age and the owner. ~~Means a license for any owned animal that is of licensable age.~~

(Z) *Pet* means a domestic or other animal allowed under this Chapter to be kept as a companion;

(AA) ~~(X)~~ *Physical device or structure* means a tether, trolley system, other physical control device or structure made of material sufficiently strong to adequately and humanely confine the animal in a manner that would prevent it from escaping the premises.

(BB) ~~(Y)~~ *Physical injury* means physical impairment or as evidenced by scrapes, cuts, punctures, bruises or physical pain ~~or other evidence of physical impairment.~~

(CC) ~~(Z)~~ *Potentially dangerous dog* means any dog that has been found to have engaged in any of the behaviors specified in MCC 8.10.270.

(DD) ~~(AA)~~ *Public nuisance animal* is an animal that has been determined by the director to be a chronic noise nuisance, or a chronic safety nuisance, or an animal that is subjected to an immediate health hazard.

(EE) ~~(BB)~~ *A secure enclosure* shall be:

(1) A fully fenced pen, kennel or structure that shall remain locked with a padlock or combination lock. Such pen, kennel or structure must have secure sides, minimum of five feet high, and the director may require a secure top attached

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1 to the sides, and a secure bottom or floor attached to the sides of the
2 structure or the sides must be embedded in the ground no less than one foot.

3 The structure must be in compliance with the jurisdiction's building code.

4 (2) A house or garage. When dogs are kept inside a house or garage as a
5 secure enclosure, the house or garage shall have latched doors kept in good
6 repair to prevent the accidental escape of the dog. A house, garage, patio,
7 porch or any part of the house or condition of the structure is not a secure
8 enclosure if the structure would allow the dog to exit the structure ~~on~~ of its
9 own volition; or

10 (3) For a Dangerous Dog, a fully fenced pen, kennel or structure at least six feet
11 in height, installed beneath the ground level or in concrete or pavement, or a
12 fabricated structure to prevent digging under it. Either enclosure shall be
13 designed to prevent the entry of children or unauthorized persons and to
14 prevent those persons from extending appendages inside the enclosure and
15 be equipped with a self closing and self latching gate. A "Dangerous Dog"
16 sign prescribed by the director must be posted at the entry to the owner's or
17 keeper's premises.

18 (FF) ~~(GG)~~ *Serious physical injury* means any physical injury which creates a
19 substantial risk of death or which causes ~~significant~~ disfigurement, ~~significant~~
20 ~~impairment of health or significant loss or impairment of the function of any body~~
21 ~~part or bodily organ or protracted loss or impairment of health or of the function of~~
22 any body part or organ.

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(GG) ~~(DD) Service animal is an animal that is professionally trained to provide assistance and whose primary function is to provide such service. Service animals include, but are not limited to, guide dogs, police dogs and rescue dogs.~~
means any guide dog, signal dog or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items. Service animal shall also mean trained animals used by government agencies in police and rescue work.

(HH) ~~(EE)~~ Sexually unproductive means being incapable of reproduction and certified as such by a licensed veterinarian.

~~(FF) Vicious animal means any dangerous animal, excluding dogs or cats, which bites any human being or other domestic animal or which demonstrates menacing behavior towards human being or domestic animals. "Vicious animal" does not include an animal which bites, attacks or menaces a trespasser on the property of its owner or keeper or harms or menaces anyone who has tormented or abused it.~~

(II) Wolf-Hybrid means any animal which is either the result of cross breeding a purebred wolf and a dog or an existing wolf-hybrid with a dog.

[Ord. 156 § II (2) (1978); Ord. 379 §§ 1--3 (1983); Ord. 480 § 1 (1985); Ord. 517 § 2 (1986); Ord. 591 § 1 (1988); Ord. 732 §§ 1--3 (1992); Ord. 850, § 1 (1996)]

Section II. AMENDMENT

MCC 8.10.020 is amended as follows:

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1 The board of county commissioners recognizes that ORS Chapter 609
2 constitutes state law for the regulation of dogs but may be superseded in home rule
3 counties which provide for regulation by ordinance. The board finds that it is
4 necessary to establish and implement a program for the licensing and regulation of
5 dogs and other animals and facilities which house them; that animals require legal
6 protection; that the property rights of owners or keepers and nonowners of animals
7 should be protected and that the health, safety and welfare of the people residing in
8 Multnomah County would best be served by adoption of such an ordinance.

9 Section III. AMENDMENT

10 MCC 8.10.035 is amended as follows:

11 (A) Whenever a county animal control officer or person designated by the director
12 has reasonable grounds to believe that an animal or facility is in violation of this
13 chapter, that officer or designee shall be authorized to issue the owner or
14 keeper notice of civil infraction containing the following information:

15 (1) The name and address, if known, of the owner or person in violation of this
16 chapter and description of the animal, if applicable; and

17 (2) The Code section allegedly violated plus a brief descriptive statement of the
18 nature of the violation; and

19 (3) A statement of the amount due as a civil fine for the infraction and notice that
20 the animal is to be impounded if impoundment is authorized hereunder.

21 (4) A statement explaining all fines are due within 30 days of service of the
22 notice;

(5) A statement advising that if any civil fine is not timely paid, the failure to comply may lead to enhancement of the original fine or additional fines;

(6) A statement that the determination of violation is final unless appealed by filing a written notice of appeal ~~including with~~ a \$25.00 non-refundable fee ~~with to~~ the director of animal control division within 20 days of the date of the notice of infraction was served.

(7) A statement that an admission of infraction would be on record and could lead to the enhancement of fine on any subsequent infraction issued under this chapter as provided under MCC 8.10.900 (B).

[Ord. 732 § 4 (1992); Ord. 850, § 4 (1996)]

Section IV. AMENDMENT

MCC 8.10.036 is amended as follows:

The notice of infraction shall be served on the owner or keeper of the animal or facility in violation of this chapter by personal service or by regular and certified mail with return receipt requested.

[Ord. 732 § 5 (1992); Ord. 850, § 5 (1996)]

Section V. AMENDMENT

MCC 8.10.038 is amended as follows:

(A) Any party who is issued a notice of infraction for any offense listed under MCC 8.10.900(A) may, in lieu of requesting a hearing, admit the infraction and submit the fine as stated on the notice of infraction to the animal control division. The party may attach a written explanation of mitigating circumstances with the payment of the fine.

1 (B) Any written explanations submitted under subsection (A) shall be reviewed by
2 the hearings officer. The hearings officer shall have discretion to reduce the
3 submitted fine and refund any portion not retained based on the written
4 explanation.

5 (C) When a person issued a notice of infraction for violation of any of the following
6 sections of this chapter: MCC 8.10.190(B)(2), (5) ~~(6)~~, (10) ~~(11)~~, (11) ~~(12)~~, or (12)
7 ~~(13)~~; or MCC 8.10.191(A), the violation may be compromised as provided at
8 MCC 8.10.038(D).

9 (D) If the person injured, damaged, or otherwise detrimentally impacted by the
10 commission of the violation; acknowledges in writing any time before the final
11 decision of the director, hearings officer, or a court of requisite jurisdiction, that
12 the person has received satisfaction for the injury damage or detrimental impact,
13 the director hearings officer or court may in their discretion, on payment of any
14 cost or expense incurred, order the notice of infraction dismissed.

15 (1) The director, hearings officer, or court when issuing an order to dismiss under
16 this section, may impose additional conditions or requirements upon the party
17 issued the violation, if in their determination the additional requirements are
18 necessary to further protect the public health or safety.

19 (2) Any condition or requirement imposed pursuant to MCC 8.10.038(D)(1) shall
20 be complied with prior to the entry of the final order dismissing the notice of
21 infraction(s).

(E) The order authorized by MCC 8.10.038(D) when made and entered by the director, hearings officer or court is a bar to another enforcement action for the same violation.

[Ord. 732 § 7 (1992); Ord. 850, § 6 (1996)]

Section VI. AMENDMENT

MCC 8.10.040 is amended as follows:

(A) The director shall operate, maintain or provide for an adequate facility to receive, care for and safely confine any animal delivered to the director's custody under provisions of this chapter, which facility shall be accessible to the public during reasonable hours for the conduct of necessary business concerning impounded animals.

(B) Any animal may be impounded and held at the facility when it is the subject of a violation of this chapter, when an animal requires protective custody and care because of mistreatment or neglect by its owner or keeper or when otherwise ordered impounded by a court, a hearings officer, or the director.

(C) An animal shall be considered impounded from the time the director or the director's designee takes physical custody of the animal.

(D) Impoundment is subject to the following holding period and notice requirements:

(1) An animal bearing identification of ownership shall be held for 144 hours from time of impoundment. The director shall make reasonable effort ~~within 24 hours of impoundment~~ by phone to give notice of the impoundment to owner or keeper and, if unsuccessful, shall mail written notice ~~within 48 hours of impoundment~~ to the last known address of the owner or keeper advising of

1 the impoundment, the date by which redemption must be made and the fees
2 payable prior to redemption release.

3 (2) An animal ~~dog~~ for which no identification of ownership is known or reasonably
4 determinable shall be held for 72 hours from time of impoundment before any
5 disposition may be made of the animal.

6 (3) Animals held for periods prescribed under this section, or as otherwise
7 required by ORS 433.340 or 433.390, and not redeemed by the owner or
8 keeper, shall be subject to such means of disposal as the director considers
9 most humane.

10 (4) Animals delivered for impoundment by a peace officer who removed the
11 animal from possession of a person in custody of the peace officer shall be
12 held for the period prescribed in paragraph (1) of this subsection. A receipt
13 shall be given the peace officer, who shall deliver the receipt to the person in
14 custody from whom the animal was taken. The receipt shall recite
15 redemption requirements and shall serve as the notice required by this
16 section.

17 (E) (1) Any impounded animal shall be released to the owner or keeper or the
18 owner's or keeper's authorized representative upon payment of impoundment,
19 care, rabies, vaccination deposits, license fees, past due fines, and all fees and
20 deposits related to potentially dangerous dog regulations with the addition of the
21 following conditions:

22 (a) Any animal impounded by court, hearings officer's or director's order shall be
23 released to the owner or keeper or the owner's or keeper's authorized

1 representative upon payment of all fees required in subsection (E) (1) of this
2 section, and upon receipt of a written order of release from the court of
3 competent jurisdiction or the hearings officer or the director issuing the order.

4 (b) Any classified potentially dangerous dog shall be released to the owner or
5 keeper or the owner's or keeper's authorized representative upon payment of
6 all fees required in subsection (E)(1) of this section, and upon verification of
7 satisfactory compliance with the regulations required in MCC 8.10.270 to
8 8.10.280. Failure to be in satisfactory compliance with the potentially
9 dangerous dog regulations within ~~ten days of~~ twenty days after the date of
10 impoundment shall result in the owner or keeper forfeiting all rights of
11 ownership of the dog to the county.

12 (2) An animal held for the prescribed period and not redeemed by its owner or
13 keeper, and which is neither a dangerous or exotic animal ~~nor in a dangerous~~
14 unhealthy condition ~~of health~~, may be released for adoption subject to the
15 provision of MCC 8.10.045.

16 (3) The director shall dispose of animals held for the prescribed period without
17 redemption or adoption only by humane means ~~of euthanasia, provided,~~
18 ~~however, that, irrespective of any prescribed holding period, the director,~~
19 ~~upon advice of a licensed veterinarian,~~

20 (4) At any time the director may euthanize any unlicensed and feral animal, or
21 any unhealthy or injured animal by humane means without regard to the
22 holding period specified in (D)(1)(2) above, provided the animal's injuries
23 must be determined to be life threatening or if the animal is unhealthy the

1 animal's condition must be found to present a health threat to the other
2 animals in the shelter.

3 (5) Any device attached to any animal upon impoundment shall be retained, 30
4 days, by the director should the animal be disposed of as provided in
5 paragraph (3) of this subsection. Otherwise, the device shall accompany the
6 animal when redeemed or adopted.

7 [Ord. 156§ III (2) (1977); Ord. 276 § 2 (1981); Ord. 379 §§ 5, 6 (1983); Ord. 591 § 4
8 (1988); Ord. 732 § 3 (1992); Ord. 580, § 7 (1996)]

9 Section VII. AMENDMENT

10 MCC 8.10.041 is added as follows:

11 (A) Whenever a person in possession of an animal, which has been used in the
12 commission of a violation of this Chapter, and which is the subject of a lawful
13 order of impound, refuses to voluntarily release said animal to an Animal Control
14 Officer upon timely and reasonable request, the Director shall determine the
15 need to procure the animal's immediate impoundment.

16 (B) A limited search warrant authorized under this section shall be sought by the
17 Division after the Director has determined the animals immediate impoundment
18 is necessary based on one or more of the following factors:

19 (1) The public's health and safety is at risk by the subject animal remaining in
20 the possession of the owner.

21 (2) The health and welfare of the subject animal is at risk by the animal
22 remaining in the possession of the owner or keeper.

1 (3) The Owner/Keeper has failed to comply with requirements specified in MCC

2 8.10.192.

3 (C) The Director shall request the assistance of the Sheriff to procure and execute
4 the limited search warrant. The Sheriff shall prepare the application for the
5 warrant including the affidavit in support thereof. The Sheriff shall obtain the
6 warrant in compliance with the procedures and practices authorized under State
7 law for the seizure of property pursuant to a search warrant. The Director and
8 the Sheriff shall coordinate with the Office of County Counsel to review the
9 affidavit for compliance with all the provisions herein stated.

10 Section VIII. AMENDMENT

11 MCC 8.10.045 is amended as follows:

12 (A) An animal may be released for adoption or transferred to another adoption
13 agency, approved by the director, subject to the following conditions:

14 (1) The adoptive owner ~~or keeper~~ shall agree in writing to furnish proper care to
15 the animal in accordance with this chapter;

16 (2) Payment of required fees; however, animals transferred to another adoption
17 agency are exempt from the requirement of paying adoption fees;

18 (3) In the case of a fertile dog or cat, the adoption agency must obtain prior to
19 transfer from the adoption agency to the adoptive owner a surgical
20 prepayment deposit in an amount not to exceed \$45.00 refundable upon
21 furnishing evidence that the animal has been rendered sexually
22 unreproductive; and written agreement by the adoptive owner or keeper to
23 render any adopted dog or cat sexually unproductive within 30 days of

1 adoption or upon the animal attaining sexual maturity, whichever event last
2 occurs, together with a fee not to exceed \$45 refundable upon furnishing
3 evidence the animal has been rendered sexually unproductive. Failure to
4 perform the agreement shall be a forfeiture of the amount deposited under
5 this paragraph and the director may require return of the adopted dog or cat
6 to the shelter. It is unlawful to fail to return an adopted animal as required by
7 the director.

8 ~~(4) A written agreement by the adoptive owner or keeper to render any adopted~~
9 ~~dog or cat sexually unproductive within 30 days of adoption or upon the~~
10 ~~animal attaining sexual maturity, whichever event last occurs, together with a~~
11 ~~fee not to exceed \$45 refundable upon furnishing evidence the animal has~~
12 ~~been rendered sexually unproductive. Failure to perform the agreement shall~~
13 ~~be a forfeiture of the amount deposited under paragraph (3) of this section~~
14 ~~and the director may require return of the adopted dog or cat to the shelter. It~~
15 ~~is unlawful to fail to return an adopted animal as required by the director.~~

16 (B) The director may decline to release an animal for adoption under any of the
17 following circumstances including but not limited to:

- 18 (1) The prospective adoptive owner ~~or keeper~~ has a history of violations of the
19 animal control ordinance or has been convicted of an animal-related crime.
- 20 (2) The prospective adoptive owner ~~or keeper~~ has inadequate or inappropriate
21 facilities for confining the animal and for providing proper care to the animal
22 as set out in MCC 8.10.190;

(3) The existence of other circumstances which in the opinion of the director would endanger the welfare of the animal or the health, safety and welfare of the people residing in Multnomah County. ~~In making a decision under this subsection, the director shall consider the guidelines adopted by the Multnomah County animal adoption panel.~~

(4) The animal is classified as a dangerous dog animal or a potentially dangerous dog.

(C) For purposes of this section "adoption agency" shall mean any government, association, corporation or similar entity approved by the director and capable of caring for animals pending final adoption placement.

[Ord. 275 § 4 (1981); Ord. 379 § 7 (1983); Ord. 732 § 3 (1992); Ord. 850, § 8 (1996)]

Section IX. AMENDMENT

MCC 8.10.054 is amended as follows:

8.10.054. Appeals, ~~fee.~~

(A) Any party served a notice of infraction or director's decision or order under this chapter may appeal the infraction or director's decision by submitting a notice of appeal in writing along with ~~the \$25.00 hearing fee~~ to the ~~a~~Animal ~~e~~Control ~~d~~Division within 30 days of the date the notice of infraction or director's decision or order was served on the party.

(B) Any party whose application for a facility license or dangerous animal facility license was denied, revoked or issued subject to conditions may appeal the license denial, revocation or conditional approval by submitting a notice of appeal in writing along with ~~the \$25.00 hearing fee~~ to the ~~a~~Animal ~~e~~Control ~~d~~Division

1 within 20 days of the date the denial or conditional approval was mailed to the
2 applicant by certified mail.

3 [Ord. 732 § 9 (1992); Ord. 850, § 10 (1996)]

4 Section X. AMENDMENT

5 MCC 8.10.055 is amended as follows:

6 (A) The board shall adopt procedural rules governing the conduct and scheduling of
7 the appeal hearings under this chapter.

8 (B) Upon the receipt of a timely appeal, animal control division shall set the matter
9 for hearing on the next available date scheduled for animal control hearings.

10 (C) Any party appealing a notice of infraction or license denial/revocation or director's
11 decision or order under this chapter shall be given a written notice of the hearing
12 date no less than ten days prior to the scheduled hearing.

13 (D) The hearings officer shall hold a public hearing on any timely appeal from a
14 notice of infraction, director's decision or order, or the denial/revocation of a
15 facility license. The party who brought the appeal or any other person having
16 relevant evidence concerning the nature of the infraction or license
17 denial/revocation shall be allowed to present testimony and documentary
18 evidence at the hearing. The hearings officer may consider mitigating or
19 extenuating circumstances presented on behalf of a party.

20 (E) If the hearing is held to address a notice of infraction or director's decision issued
21 under MC 8.10.275 or 8.10.290, the hearings officer shall determine whether the
22 infraction contained in the notice did occur. The hearings officer shall have the

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1 same authority as the director under MCC 8.10.275 when conducting potentially
2 dangerous dog hearings.

3 (F) If the hearing is held to address a facility license condition, denial or revocation,
4 the hearings officer shall determine whether the license conditions were rightfully
5 imposed or the license was rightfully denied or revoked as provided under MCC
6 8.10.120.

7 (G) The hearings officer shall issue a written decision containing findings of fact
8 addressing the allegations contained in the notice of infraction, the director's
9 decision, or the license denial/revocation under MCC 8.10.100 through 8.10.145.
10 The decision shall clearly state the hearings officer's conclusion and the
11 reasoning based on the findings of fact. The decision shall be signed and dated
12 by the hearings officer and shall be served by personal service or regular and
13 certified mail to the last known address of the party who filed the appeal. The
14 decision shall be final on the date of personal service or three (3) days after
15 mailing.

16 (H) In all appeal under this chapter the hearings officer shall have discretion ordering
17 conditions, restrictions and penalties.

18 (I) Failure of a party to file an appeal as provided in this section or unexcused failure
19 of a party to appear at a duly scheduled hearing shall constitute a waiver by the
20 party of any further appeal under this chapter. Upon the entry of a waiver in the
21 record, the last decision issued by the animal control division shall become final.

22 [Ord. 732 § 10 (1992); Ord. 850, § 11 (1996)]
23

1 SECTION XI. AMENDMENT

2 MCC 8.10.060 is amended as follows:

3 **8.10.060. Dogs and cats subject to pet licensing.**

4 (A) The provisions of MCC 8.10.060 to 8.10.090, shall apply to dogs and cats not
5 covered under a facility subject to licensure under MCC 8.10.100 to 8.10.140.

6 (B) Any animal declared by its owner or keeper to be a wolf-hybrid shall be
7 considered a dog under this chapter and subject to all provisions relating to
8 dogs under state law and this chapter with respect to the possession, ownership
9 and licensing of the animal, including the requirement to vaccinate the animal
10 against rabies.

11 (C) As a condition of the issuance of a license to a wolf-hybrid owner or keeper, and
12 notwithstanding that person's obligation to vaccinate the animal against rabies
13 under MCC 8.10.060(B), any such owner or keeper shall agree in writing to
14 immediately release the animal for euthanization upon demand of the County
15 Health Officer or the Director, if the animal has bitten a person or has been
16 exposed to a rabid animal. This condition, consenting to release, shall be
17 effective for the life of the wolf-hybrid or until such time as a rabies vaccine is
18 approved and certified by the Oregon State Department of Agriculture for use in
19 wolf-hybrids.

20 [Ord. 156 § IV(1) (1977); Ord. 480 § 2 (1985); Ord. 850 § 13 (1996)]

21 Section XII. AMENDMENT

22 MCC 8.10.070 is amended as follows:

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(A) Dogs and cats shall be licensed within 30 days of obtaining the age of six months or within 30 days of obtaining residency in the county or within 30 days of acquisition by the owner or keeper, whichever occurs later.

(B) Licenses shall be valid for one, two or three years from date of issuance, at the option of the pet owner or keeper and, for dogs and cats, shall require a current rabies inoculation for licensing period selected and shall be issued upon payment of the fee required by MCC 8.10.220.

(C) Licenses issued under prior existing Multnomah County ordinances shall remain valid until expiration.

(D) The person who licenses an animal becomes the owner or keeper of record and is responsible for the action or behavior of his or her animal including those responsibilities of an owner as provided in MCC 8.10.190 (A).

[Ord. 156 § IV(2a) (1977); Ord. 480 § 3 (1985); Ord. 732 § 3 (1992); Ord. 850, § 14 (1996)]

Section XIII. AMENDMENT

MCC 8.10.080 is amended as follows:

(A) Pet license tags shall be securely displayed upon animals at all times, except when the animal is confined to the owner's or keeper's premises or displayed in an exhibition. ~~Pet owners or keepers shall be allowed to choose the means by which to display the pet license number (tag, collar, tattoo, microchip or another form of identification with the pet license number on it.)~~ A pet license tag, with pet license number, shall be issued by the director. Any additional expenses ~~is~~ are to be borne by the pet owner or keeper.

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(B) A pet license is not transferable to another animal. The pet license number shall be assigned to the animal and shall remain with the animal upon transfer to another owner or keeper for the life of the animal.

(C) An animal displaying a current license from jurisdictions outside Multnomah County, but within the State of Oregon, shall not require licensing under this chapter until expiration of the current license.

(D) Animal control may inspect the premises ~~with five or more~~ where animals are kept to insure that owners or keepers are providing minimum care and facilities.

[Ord. 156 § IV(2b) (1977); Ord. 195 § 11 (1979); Ord. 480 § 5 (1985); Ord. 732 § 3 (1992); Ord. 850, § 15 (1996)]

Section XIX. AMENDMENT

MCC 8.10.090 is amended as follows:

(A) License Fees shall be waived for licenses issued for any dog used primarily as a service animal upon presentment the owner or keeper establishing the service animal's function as an assistance animal under the Americans With Disabilities Act, 42 USC § 12101 et seq. ~~of an ADA affidavit by the animal's owner or keeper.~~
~~A service animal license shall be valid for the duration that the dog provides the service or upon retirement due to age or infirmity and so long as the dog remains the property of the person named in the affidavit.~~

(B) License fees for dogs and cats owned by persons aged 65 or older and persons deemed by the director to be under financial hardship ~~shall~~ may be reduced by up to 50 percent for up to two (2) animals per household.

1 (C) License fees shall be waived for any dog used as a service animal by any Local,
2 State or Federal Government agency. This exemption shall expire when the dog
3 is no longer used primarily as a service animal.

4 [Ord. 156 § IV(2c) (1977); Ord. 480 § 6 (1985); Ord. 684 § 3 (1991); Ord. 732 § 3
5 (1992); Ord. 850, § 17 (1996)]

6 Section XV. AMENDMENT

7 MCC 8.10.100 is amended as follows:

8 ~~(A)~~ A facility license or dangerous animal dog facility license shall be granted in
9 accordance with procedures, standards and limitations provided in MCC
10 8.10.100 to 8.10.140, and no such facility may lawfully be operated except upon
11 application and payment of prescribed fees for the license.

12 ~~(B) Issuance of the license shall require prior land use approval and shall be in~~
13 ~~compliance with any land use restrictions or regulations which may apply to the~~
14 ~~proposed facility operation.~~

15 ~~(C) The Oregon Humane Society, located at 1067 NE Columbia Boulevard in~~
16 ~~Portland, Oregon, shall be exempt from the requirements of MCC 8.10.100 to~~
17 ~~8.10.140.~~

18 [Ord. 156 § V(1) (1977); Ord. 480 § 7 (1985); Ord. 850, § 18 (1996)]

19 Section XVI. AMENDMENT

20 MCC 8.10.110 is amended as follows:

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1 (A) Application for a facility license or dangerous ~~animal~~ dog facility license shall be
2 made upon forms furnished by the director, shall include all information required
3 therein and shall be accompanied by payment of the required fee.

4 (B) A facility license or dangerous ~~animal~~ dog facility license shall be valid for one
5 year from the date of issuance, unless revoked.

6 (C) The director shall inspect any facility for which a license is sought and, upon
7 determination that the facility and its operation complies with all applicable
8 provisions of this chapter and other applicable local, state and federal laws, shall
9 issue a license which may include one or more conditions of approval and/or
10 operation.

11 (D) If the director fails to approve or deny a fully completed application within 60 days
12 of its receipt and payment of fees, the application shall be considered approved
13 for the current year, subject only to revocation as provided in MCC 8.10.120.

14 (E) A license shall be conspicuously displayed on the facility premises and a holder
15 of a license shall keep available for inspection by the director a record of the
16 name, address and telephone number of the owner or keeper of each animal
17 kept at the facility, the date each animal was received, the purpose therefor, the
18 name and address of the person from whom the animal was purchased or
19 received, a description of each animal including species, age, breed, sex and
20 color and the animal's veterinarian, if known, at the discretion of the director. For
21 small animal such as fish, gerbils, hamsters or similar kinds of animals acquired

1 in lots, an individual record should not be required for each animal, but the
2 holders shall keep an adequate invoice record of the lot acquisition.

3 [Ord. 156 § V(2) (1977); Ord. 480 § 8 (1985); Ord. 732 § 3 (1992); Ord. 850 § 19
4 (1996)]

5 Section XVII. AMENDMENT

6 MCC 8.10.120 is amended as follows:

7 (A) A license required by MCC 8.10.100 to 8.10.140 may be denied or revoked for
8 any of the following reasons:

9 (1) Failure to comply ~~substantially~~ with any provision of this chapter.

10 (2) Conviction of the owner or keeper or any person subject to the owner's or
11 keeper's direction or control for the violation of any provision of this chapter or
12 other applicable state or federal law, rule, order or regulation pertaining to any
13 activity relating to animals.

14 (3) Furnishing false information on an application for a license under this chapter.

15 (B) The director shall refund ~~400~~ 75 percent of any fee paid upon denial of a license,
16 provided, however, no refund shall be made upon revocation.

17 (C) If the director denies an application for a license or approves subject to
18 conditions, the determination is final unless the applicant appeals the denial or
19 conditional approval.

(D) The director shall investigate any complaint concerning licensed facilities and, upon determination that a license should be revoked, shall serve written notice upon the licensee of that determination by certified mail. The director's determination shall become final unless appealed.

(E) Failure to file a request within 20 days shall terminate any appeal right, and the director's decision revoking the license shall not be reviewable otherwise.

[Ord. 156 § V(3) (1977); Ord. 732 §§ 3, 13 (1992); Ord. 850, § 20 (1996)]

Section XVIII. AMENDMENT

MCC 8.10.130 is amended as follows:

The director shall not issue facility license or dangerous animal dog facility license until a site inspection demonstrates compliance with the standards applicable to the nature and species of any animal to be kept as set forth in this section:

(A) Housing structures shall be sound and maintained in good repair to protect animals from injury, safely confine any animal housed therein and prevent entry of other animals.

(B) Reliable and adequate electrical service and a potable water supply shall serve the facility.

(C) Storage of food supplies and bedding materials shall be designed to prevent vermin infestation.

(D) Refrigeration shall be furnished for perishable foods.

(E) Safe and sanitary disposal facilities shall be available to eliminate animal and food wastes, bedding, dead animals and debris and to minimize vermin infestation, odors and disease hazards.

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- 1 (F) Cleaning facilities shall be available to animal caretakers and handlers.
- 2 (G) Interior ambient temperature shall be maintained above 50 degrees Fahrenheit
3 for animals not acclimatized to lower temperatures.
- 4 (H) Adequate ventilation shall be maintained to assure animal comfort by such
5 means as will provide sufficient fresh air and minimize drafts, odors and moisture
6 condensation. Mechanical ventilation must be available when ambient
7 temperatures exceed 85 degrees Fahrenheit, if appropriate.
- 8 (I) Interior areas shall have adequate natural or artificial lighting provided, however,
9 that primary enclosures for animals shall be protected from excessive
10 illumination.
- 11 (J) Interior building surfaces shall be so constructed and maintained to permit
12 sanitizing and prevent moisture penetration.
- 13 (K) Drainage facilities shall be available to assure rapid elimination of excess water
14 from indoor housing facilities. The design shall assure obstruction-free flow and
15 traps to prevent sewage back-flow.
- 16 (L) Outdoor facilities shall provide protective shading and adequate shelter areas
17 designed to minimize harmful exposure to weather conditions for those animals
18 not acclimatized to the environment, if appropriate for the species.
- 19 (M) The primary enclosure shall be of sufficient size to permit each animal housed
20 therein to stand freely, sit, turn about and lie in a comfortable normal position as
21 appropriate for the species. An exercise area or means to provide each animal
22 with exercise shall be provided on the premises.

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1 (N)When restraining devices are used in connection with a primary enclosure
2 intended to permit movement outside the enclosure, the devices shall be
3 installed in a manner to prevent entanglement with devices of other animals or
4 objects and shall be fitted to the animal by a harness or well-fitted collar, other
5 than a choke type collar, and shall be of reasonable length.

6 (O)Animals shall be fed, as often as necessary, a diet of nutritionally adequate and
7 uncontaminated foods.

8 (P) Potable water shall be continuously available, unless otherwise recommended by
9 a veterinarian in a particular situation.

10 (Q)Cages, rooms, hard-surfaced pens, runs and food and watering receptacles shall
11 be sanitized daily to prevent disease ~~not less than once every two weeks by~~
12 ~~washing with hot water (180 degrees Fahrenheit) and soap or detergent, by~~
13 ~~washing with a combination disinfectant and cleanser, by washing with a~~
14 ~~detergent followed with a safe, effective disinfectant or by cleaning with steam.~~
15 Prior to the introduction of housing animals in ~~into~~ empty enclosures previously
16 occupied, the enclosures shall be sanitized. Animals shall be removed from the
17 enclosure during the cleaning process and adequate care shall be taken to
18 protect animals in other enclosures.

19 (R)Excrement shall be removed from primary enclosures a minimum of every 24
20 hours, or more often if necessary as to prevent contamination, reduce disease
21 hazards and minimize odors.

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(S) Animals housed together in primary enclosures shall be maintained in compatible groups with the following restrictions, except in a residential dwelling or otherwise appropriate for the species:

(1) Females in season (estrus) shall not be placed with males except for breeding purposes;

(2) Animals exhibiting vicious behavior shall be housed separately;

(3) Animals six months or less of age shall not be housed with adult animals other than with their mothers, as appropriate for the species;

(4) Animals shall not be housed with other non-compatible species of animals; and

(5) Animals under quarantine or treatment for any communicable disease shall be separated from other animals.

(T) Programs of disease control and prevention shall be established and maintained.

(U) Each animal shall be seen at least once per 24-hour period by an animal caretaker.

(V) Owner or keeper shall comply with the provisions of MCC 8.10.190(B)(6)(7) and (B)(8)(9).

[Ord. 156 § V(4) (1977); Ord. 850, § 21 (1996)]

Section XIX. AMENDMENT

MCC 8.10.140 is amended as follows:

(A) Exotic, wild or dangerous animal regulation facility license.

It is unlawful to harbor and/or own an exotic or dangerous animal. Any facility for keeping of any dangerous animal, whether or not otherwise licensed under this

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chapter, shall be licensed subject to MCC 8.10.100 and 8.10.110, and the following requirements:

Animals must at all times be housed in a manner which assures that animals will not create a public nuisance by reason of noise or emission of offensive odors, present a danger to human life or property, endanger the health of the animals or create a safety or health hazard to human beings. The facility must meet the standards as described in the Oregon Administrative Rules chapter 603, division 41, sections 700 through 725 as published in 1994 and as is from time to time amended or as required by the director.

An applicant for a license must demonstrate satisfactory proof to respond in damages for bodily injury or death of any person or for damage to any property which may result from the keeping, owning or control of the animal. The director may require posting of an adequate bond or proof of liability insurance to remain in effect during any license period.

(B) The following facilities, institutions, persons, entities, associations and government agencies are exempt from compliance with 8.10.140(A):

(1) Any facility accredited by the Association of Zoos and Aquariums (AZ[P]A):

(2) Any licensed or accredited research or medical institution, including any such institution dedicated to the training of exotic primates for service animals;

(3) License or accredited educational institutions;

(4) Veterinary clinics in possession of exotic animals for treatment or rehabilitation purposes.

(5) Traveling circuses or carnivals;

1 (6) Persons temporarily transporting exotic animals through the county provided
2 that the transit time shall not be more than three (3) days.

3 (7) Any person or facility licensed as an exhibitor or breeder by the United States
4 Department of Agriculture (USDA) under the Animal Welfare Act.

5 (8) Persons owning or keeping a trained exotic primate as a service animal and
6 who have submitted a sworn affidavit affirming the need for the service animal
7 in their personal dwelling.

8 ~~(C) A license issued under this section shall be subject to revocation by the director~~
9 ~~under MCC 8.10.120. Any person, not otherwise exempted, in possession of an~~
10 ~~exotic animal and a current exotic animal facility license prior to and upon the~~
11 ~~date this ordinance takes effect shall be eligible to request an Exemption Permit~~
12 ~~from Compliance with MCC 8.10.190(B) [(44)] (13) by submitting a written~~
13 ~~petition to the director. The petition must address each of the following~~
14 ~~elements:~~

15 (1) What, if any, financial hardship will be caused by the removal of the animal;

16 (2) Description of the animal including species, age, size, weight, coloring;

17 (3) History of Compliance With All Exotic and Dangerous Animal Facility
18 Regulations under any applicable federal or state law.

19 (D) The director shall evaluate whether any petition submitted under subsection (E)
20 herein merits the exotic animal to be maintained at the facility for the duration of
21 the animal's life. Said determination shall be based on comparison of the risk to
22 public health and safety by the specified animal remaining in the facility and
23 petitioner's response to the three factors addressed in the petition.

1 (E) Any Exemption Permit issued under this section shall only be available to the
2 original permit holder, and shall be non-assignable and nontransferable. An
3 exemption permit shall be subject to annul renewal and routine periodic
4 inspection of the facility. Inspection of the facility wherein the animal is kept
5 shall be for the purposes of evaluating the adequacy of the facility to protect the
6 public from the animal as well as for the care and treatment of the animal. The
7 Exemption Permit shall:

8 (1) Terminate upon death of the animal;

9 (2) Terminate upon the death of the petitioner;

10 (3) Terminate upon the relocation of the petitioner or the animal to an address or
11 site outside of the boundaries of Multnomah County.

12 (4) Shall be subject to revocation and the animal shall be subject to immediate
13 impoundment upon any notice of infraction being issued to the permit holder;

14 (5) Provide that upon termination of the permit for any reason, and if the animal
15 has not been otherwise disposed of at such time, that the permit holder, or his
16 or her heirs or successors in interest shall either:

17 (a) Immediately release the animal to impound by the Animal Control Division,

18 or

19 (b) Immediately transfer the animal to lawfully exempted agency as provided
20 in subsection (D) herein, that has agreed in writing to accept the animal,
21 proof of which shall be provided to the Animal Control Division prior to the
22 transfer.

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(F) Any dangerous or exotic animal found in Multnomah County in violation of this section and not otherwise exempt under MCC 8.10.140(B) or (C) shall be subject to immediate impoundment by Animal Control and disposition through any lawful and humane means available to Animal Control.

[Ord. 156 § V(5) (1977); Ord. 850, § 22 (1996)]

Section XX. AMENDMENT

MCC 8.10.160 is amended as follows:

(A) Any person who finds and harbors an animal without knowing the animal owner's or keeper's identity shall notify the director and furnish a description of the animal within 5 days after the date of finding the animal.

(B) The finder may surrender the animal to the director or retain its possession, subject to surrender upon demand of the director.

(C) Records of reported findings shall be retained for six months by the director and made available for public inspection.

(D) If the finder chooses to retain possession of the animal, the finder shall, within 15 days, cause to be published in a newspaper of general circulation in the county a notice of the finding once each week for two consecutive weeks. Each such notice shall state the description of the animal, the location where the animal was found, the name and address of the finder and the final date before which such animal may be claimed. If the finder does not wish to have his or her name and address appear in the notice, he or she may obtain a case number from Multnomah County Animal Control and have that number published in the newspaper along with the phone number for a nAnimal eControl for contact.

1 (E) If no person appears and claims ownership of the animal prior to the expiration of
2 ~~90~~ 180 days after the date of the notice to the director under subsection (A) of
3 this section, the finder shall be declared the owner of the animal. Any person
4 becoming owner of any animal under the provisions of this subsection shall
5 assume the responsibilities of an owner under this chapter.

6 (F) If within ~~three months~~ 180 days of the finder's notice to the director the animal's
7 owner does appear and establish ownership of the animal, the finder shall
8 surrender possession of the animal to that owner, provided, however, that the
9 owner first tender to the finder payment for all of the finder's reasonable actual
10 costs incurred for giving of notice, providing urgent veterinary care and keeping
11 of the animal.

12 (G) Any dispute as to ownership or right to possession of the animal, or as to the
13 amount of the finder's costs, shall be submitted to the director in writing, who
14 shall ~~promptly~~ decide the matter in writing within 30 days. Any party aggrieved
15 by the director's decision may appeal the decision under MCC 8.10.054 through
16 8.10.057.

17 (H) Notwithstanding any other provision in this section, any person who prior to
18 December 31, 1995 found and harbored any dog or cat and who notified the
19 director and furnished a description of the animal shall be the animal's owner if,
20 prior to the expiration of ~~three months~~ 180 days after the director was notified, no
21 person appeared and claimed ownership of the animal. Any person becoming
22 owner of any animal under the provisions of this subsection shall assume the
23 responsibilities of an owner under this chapter.

1 Section XXI. AMENDMENT

2 MCC 8.10.170 is amended to read as follows:

3 Any person in physical possession or control of any animal off the premises of
4 the animal's owner or keeper shall immediately remove excrement or other solid
5 waste deposited by the animal in any public area ~~or private property.~~

6 [Ord. 156 § VI(3) (1977); Ord. 850, § 26 (1996)]

7 Section XXII. AMENDMENT

8 MCC 8.10.190 is amended as follows:

9 (A) For the purposes of this section, unless otherwise limited, the owner is ultimately
10 responsible for the behavior of his or her animal regardless of whether the owner
11 or another member of the owner's household or a household visitor permitted the
12 animal to engage in the behavior that is the subject of the violation.

13 (B) It is unlawful for any person to:

14 (1) Permit an animal to be an animal at large.

15 (2) Permit an animal to trespass upon property of another.

16 (3) ~~(4) Keep a vicious animal.~~ Fail to comply with requirements of this chapter
17 which apply to the keeping of an animal, or dangerous animal or any facility
18 where such animals are kept.

19 (4) ~~(5)~~ Permit a dog in season (estrus) to be accessible to a male dog not in the
20 person's ownership except for intentional breeding purposes.

21 (5) ~~(6)~~ Permit any animal to unreasonably cause annoyance, alarm or noise
22 disturbance to any person or neighborhood by at any time of the day or night,
23 ~~by repeated barking, whining, screeching, howling, braying or other like~~

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sounds which may be heard beyond the boundary of the owner's or keeper's property under conditions wherein the animal sounds are shown to have occurred either as repeated episodes of continuous noise lasting for a minimum period of ten minutes or repeated episodes of intermittent noise lasting for a minimum period of thirty minutes. It shall be an affirmative defense under this subsection that the animal was intentionally provoked by a party other than the owner to make such noise. Provided, 8.10.190(B)(5) shall not be applicable to any lawful livestock owner or keeper; kennel or similar facility, wherein the presence of livestock or the operation of a kennel or similar facility is authorized under the applicable land use and zoning laws and regulations.

(6) ~~(7)~~ Leave an animal unattended for more than 24 consecutive hours without minimum care.

(7) ~~(8)~~ Deprive an animal of proper facilities or care, including but not limited to the items prescribed in MCC 8.10.130. Proper shelter ~~shall~~ must include a ~~structure that does not leak, will~~ provide protection from the weather and is maintained in a condition to protect the animals from injury.

(8) ~~(9)~~ Physically mistreat any animal either by abuse or neglect or failure to furnish minimum care.

(9) ~~(10)~~ Permit any animal to leave the confines of any officially prescribed quarantine area.

(10) ~~(11)~~ Permit any dog to engage in any of the behaviors described in MCC 8.10.270(A) or (B).

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(11)(12) Permit any dog to engage in any of the behaviors described in MCC 8.10.270(C) through 8.10.270 (D).

(12)(13) Permit any dog to engage in the behavior described in MCC 8.10.271.

(13) ~~[Fe]~~ Harbor a dangerous or exotic animal that is not otherwise exempted under MCC 8.10.140. Provided, any person who owns or is keeping a dangerous or exotic animal on the effective date of this Ordinance in that person's jurisdiction, shall have 180 days from the effective date to provide for the animal's removal from Multnomah County or other lawful disposition.

(C) For the purpose of this section "owner" shall mean either owner or keeper as defined under this chapter.

~~[(E)]~~ (D) Notwithstanding, MCC 8.10.190(B)(10), (11) and (12), any dog that has been found to have engaged in behaviors as described at MCC 8.10.270 or 8.10.271, shall be classified, regardless of whether it is established by preponderance of the evidence that the dog owner, keeper or other person permitted the dog to engage in the behavior. If in any such case, it is not established by a preponderance of the evidence that the person cited permitted the dog to engage in the behavior, no fine shall be imposed against that person, but the dog owner or keeper shall be subject to all other restrictions and conditions lawfully imposed by the director or a hearings officer pursuant to MCC 8.10.280(B) and 8.10.055(H) respectively and;

(1) In any case, wherein the citing officer or the director based upon his or her investigation and review of such case, determines there is insufficient evidence to establish the responsible party permitted the dog to engage in the

1 violative behavior, may in lieu of issuing a Notice of Infraction for violation of
2 MCC 8.10.190(B)(10), (11) or (12) issue a Notice of Infraction citing this
3 subsection and the specific subsection of MCC 8.10.270 or 8.10.271 directly
4 applicable to the dog's alleged behavior.

5 (2) Any Notice of Infraction issued pursuant to 8.10.190 ~~(E)~~ (D)(1) shall not be
6 subject to the imposition of a fine against the person cited, upon issuance or
7 affirmation but that person shall be subject to all other restrictions and
8 conditions lawfully imposed by the director or a hearings officer pursuant to
9 MCC 8.10.280(B) and 8.10.055(H) respectively.

10 [Ord. 156 § VI(5) (1977); Ord. 517 § 4 (1986); Ord. 732 §§ 3, 14 (1992); Ord. 850, §
11 28 (1996)]

12 Section XXIII. AMENDMENT

13 MCC 8.10.191 is amended as follows:

14 (A) The failure to comply with any conditions or restrictions lawfully imposed
15 pursuant to a notice of infraction or director's decision not otherwise stayed
16 under MCC 8.10.056 is a violation of this chapter. Failure to pay the civil fine
17 shall be an infraction under this section. A notice of infraction issued under this
18 section for failure to comply shall be of the same classification as the original
19 infraction. The first notice of infraction issued under this section shall not be
20 construed as a second offense under MCC 8.10.900(B).

21 (B) Except as provided in MCC 8.10.191(C), all enforcement actions under this
22 section shall be brought before a hearings officer.

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(C) Any enforcement action for a Class A infraction failure to comply wherein the circumstances of the failure to comply by the party in violation are determined by the director to:

(1) Be a substantial risk to public safety; or

(2) Be a substantial risk to the care and treatment of the subject animal(s); or

(3) Be a failure to pay past-due fines on three or more infractions within a [20] 12 month period;

shall be brought in the state court as provided under ORS 203.810 and ORS 30.315.

[(E)] (D) Notwithstanding subsection (A) of this section, a notice of failure to comply issued under this section that is based solely on the failure to pay the annual classified dog fee under MCC 8.10.280(G), shall be a Class C infraction.

[Ord. 732 § 15 (1992); Ord. 773, § 2 (1993); Ord. 850, § 29 (1996)]

(E) In addition to any other remedies allowed by law, judgment may be entered under this Section in state court against any person issued a citation under subsection (C) of this section by reason of that person failing to appear at the time and date set for arraignment or other required appearance provided that such judgment shall only be allowed if the notice of infraction served on the person contains a statement notifying the person that a monetary judgment may be entered against the person up to the maximum amount of fines, assessments, and other costs allowed by law for the infraction if the person fails to appear at the time, date and court specified in the notice of infraction or subsequent hearing notice from the court.

1 Section XXIV. AMENDMENT

2 MCC 8.10.192 is amended as follows:

3 (A) Whenever a public nuisance animal, as determined by the director under this
4 chapter is found on any premises within the jurisdiction of the county, a written
5 order may be given to the owner or keeper of the animal(s), or to the owner,
6 occupant, person in possession, person in charge, or person in control of the
7 premises where the animal(s) is (are) located, or a written order may be posted
8 at such premises when none of the above people can be found at the premises.

9 Such order shall be signed by the director and shall give the person or persons to
10 whom it is directed no less than 72 hours (three days) nor more than 120 hours
11 (five days) to remove and abate the nuisance.

12 (B) If, after the time given to comply with the notice has passed, the nuisance has
13 not been abated, the director may summarily abate the nuisance by ordering
14 impoundment of the animal(s) and assess the cost of such abatement against
15 the owner or keeper of the animal(s), or the owner, occupant, person in
16 possession, person in charge, or person in control of the premises where the
17 animal(s) is (are) located, to be collected by suit or otherwise, in addition to the
18 penalties for the violation thereof.

19 (C) It shall be unlawful to fail to comply with an order to abate a nuisance issued as
20 provided in subsection (A) and shall be construed ~~as interference with the~~
21 ~~director under MCC 8.10.030(D)~~ a Class A Infraction.

22 (D)(1) Any party served a written order to abate a nuisance as provided in
23 subsection (A) of this section, may appeal the order as provided under MCC.

8.10.054. The appeal under this section may be consolidated with any underlying infraction still pending eligible for appeal under this chapter. Provided, any challenge to an enforcement action brought under subsection (C) of this section, including issues relating to the validity of the order to abate the nuisance, shall be joined in one state court proceeding, and there shall be no further administrative review or appeal except as directed by the court.

(2) Any animal impounded pursuant to the order to abate shall not be released until such time as the director, hearings officer, or court of competent jurisdiction orders such release.

(E)(1) Any enforcement action first brought under MCC 8.10.191(C) shall bar any enforcement action brought under this section in relation to the same event or series of events subject to regulation and enforcement under this chapter.

(2) Notwithstanding MCC 8.10.191(C), any enforcement action first brought under this section shall bar any enforcement action brought under MCC 8.10.191(C) in relation to the same event or series of events subject to regulation and enforcement under this Chapter.

[Ord. 850, § 30 (1996)]

Section XXV. AMENDMENT

MCC 8.10.200 is amended as follows:

It is unlawful for any person in Multnomah County to:

(A) Harbor, keep, possess, breed or deal in gamecocks; or

(B) Knowingly and intentionally, whether for amusement of self or others, or for financial gain, cause any animal to fight or injure any other animal, cause it to be

1 fought or injured by any other animal or to train or keep for the purpose of
2 training any animal with the intent that the animal shall be exhibited combatively
3 with any other animal. Anyone who permits such conduct on premises under
4 that person's control, and any person present as a spectator at that exhibition,
5 shall be considered a violator of this subsection and subject to punishment upon
6 conviction.

7 Section XXVI. AMENDMENT

8 MCC 8.10.270 is amended as follows:

9 Classification of a dog as potentially dangerous shall be based upon specific
10 behaviors exhibited by the dog. For purposes of MCC 8.10.265 through 8.10.285,
11 behaviors establishing various levels of potentially dangerous dogs are as follows:

12 (A) Level 1 behavior is established if a dog at large is found to menace, chase,
13 display threatening or aggressive behavior or otherwise threaten or endanger the
14 safety of any person ~~or domestic animal~~.

15 (B) Level 2 behavior is established if a dog while at large, causes physical injury to
16 any domestic animal.

17 (C) Level 3 behavior is established if a dog, while confined in accordance with MCC
18 8.10.010(B), aggressively bites ~~or causes any physical injury to~~ any person.

19 (D) Level 4 behavior is established if:

20 (1) A dog, while at large,

21 (a) aggressively bites ~~or causes physical injury to~~ any person; or

22 (b) kills or causes the death of any domestic animal or livestock; or

(2) A dog classified as a Level 3 potentially dangerous dog that repeats the behavior in subsection (C) of this section after the owner or keeper receives notice of the Level 3 classification.

(E) Notwithstanding subsection (A) through (D) of this section, the director shall have discretionary authority to refrain from classifying a dog as potentially dangerous, even if the dog has engaged in the behaviors specified in subsections (A) through (E) of this section, if the director determines that the behavior was the result of the victim abusing or tormenting the dog or was directed towards a trespasser or other similar mitigating or extenuating circumstances.

[Ord. 517 § 3 (1986); Ord. 591 § 2 (1988); Ord. 732 § 3 (1992); Ord. 850, § 36 (1996)]

Section XXVII. AMENDMENT

MCC 8.10.271 is amended to as follows:

(A) Classification of a dog as a dangerous dog animal shall be based upon the dog engaging in any of the following behaviors:

(1) A dog, whether or not confined, causes the serious physical injury or death of any person; or

(2) A dog is used as a weapon in the commission of a crime ~~or~~.

~~(3) A dog classified as a Level 4 potentially dangerous dog that repeats the behavior described in MCC 8.10.270 (C) or (D) of this section after the owner or keeper receives notice of the Level 4 classification.~~

(B) Notwithstanding subsection (A) of this section, the director or hearings officer shall have discretionary authority to refrain from classifying a dog as a dangerous

Multnomah County Animal Control Code

dog animal, even if the dog has engaged in the behaviors specified in subsection (A) of this section, if the director or hearings officer determines that the behavior was the result of the victim abusing or tormenting the dog or was directed towards a trespasser or other extenuating circumstances that establishes that the dog does not constitute an unreasonable risk to human life or property.

(C) If a dog is classified under this section as a dangerous dog animal, and the owner requests to keep the dog, the director shall have discretion to order the dog not be euthanized provided the dog is placed in a certified dangerous animal facility as defined under this chapter.

(D) The director in making a determination under MCC 8.10.271(C) may consider any relevant evidence that addresses one or more of the following factors:

(1) Whether the dog constitutes an unreasonable risk to human life or property if housed in a dangerous dog facility; or

(2) Whether the dog has successfully completed the certified America Temperament Testing Society and/or Pet Partners as deemed appropriate ~~been through a certified obedience or other training program; or~~

~~(3) (4) Whether the dog is a good candidate for obedience training based upon the testimony of a certified animal trainer or behaviorist; or~~ The reasonable likelihood of no repeated behavior by the animal in violation of this chapter.

[Ord. 850, § 37 (1996)]

Section XXVIII. AMENDMENT

MCC 8.10.275 is amended to as follows:

Multnomah County Animal Control Code

1 (A) The director shall have authority to determine whether any dog has engaged in
2 the behaviors specified in MCC 8.10.270 or 8.10.271. This determination may be
3 based upon an investigation that includes observation of and testimony about the
4 dog's behavior, including the dog's upbringing and the owner's or keeper's
5 control of the dog, and other relevant evidence as determined by the director.
6 These observations and testimony can be provided by Multnomah County
7 aAnimal eControl eOfficers or by other witnesses who personally observed the
8 behavior. They shall sign a written statement attesting to the observed behavior
9 and agree to provide testimony regarding the dog's behavior if necessary.

10 (B) The director shall have the discretion to increase or decrease a classified dog's
11 restrictions based upon relevant circumstances.

12 (C) The director shall give the dog's owner or keeper written notice by certified mail
13 or personal service of the dog's specified behavior, of the dog's classification as
14 a potentially dangerous dog or dangerous animal, of the fine imposed, and of the
15 restrictions applicable to that dog by reason of its classification. If the owner or
16 keeper denies that the behavior in question occurred, the owner or keeper may
17 appeal the director's decision to the hearings officer by filing a written request for
18 a hearing with the director as provided under MCC 8.10.054.

19 (D) Upon receipt of notice of the dog's classification as a Level 1, 2, 3, or 4
20 potentially dangerous dog or dangerous animal pursuant to subsection (C) of this
21 section, the owner or keeper shall comply with the restrictions specified in the
22 notice unless reversed on appeal. Failure to comply with the specified
23 restrictions shall be a violation of this chapter for which a fine can be imposed.

Multnomah County Animal Control Code

1 Additionally, the director shall have authority to impound the dog pending
2 completion of all appeals.

3 (E) If the director's decision or the hearings officer's decision finds that a dog has
4 engaged in dangerous animal behavior, the dog shall be impounded pending the
5 completion of a dangerous animal facility application or any appeals.

6 (F) Any dog classified as a Level 4, that is found to have repeated Level 4 behavior
7 as defined under this code shall be impounded pursuant to MCC 8.10.192 if not
8 already impounded. The dog shall not be released to the owner or be made
9 available for adoption until either potential recipient of the dog has established
10 arrangements for accommodating the animal consistent with all the security and
11 safety requirements ordered by the director or the hearings officer.

12 [Ord. 517 § 3 (1986); Ord. 550 §§ 2, 3 (1987); Ord. 591 § 3 (1988); Ord. 732 §§ 3,
13 16 (1992); Ord. 850, § 38 (1996)]

14 Section XXIX. AMENDMENT

15 MCC 8.10.280 is amended to as follows:

16 In addition to the other requirements of MCC Chapter 8.10, the owner or keeper of a
17 potentially dangerous dog shall comply with the following conditions:

18 (A) Dogs classified as Level 1 dogs shall be restrained in accordance with MCC
19 8.10.010(B) by a physical device or structure, in a manner that prevents the dog
20 from reaching any public sidewalk, or adjoining property and must be located so
21 as not to interfere with the public's legal access to the owner's or keeper's
22 ~~[property]~~ premises, whenever that dog is outside the owner's or keeper's home
23 and not on a leash.

1 (B) Dogs classified as Level 2 dogs shall be confined within a secure enclosure
2 whenever the dog is not on a leash. The secure enclosure must be located so as
3 not to interfere with the public's legal access to the owner's or keeper's [~~property~~]
4 **premises**. In addition, the director may require the owner or keeper to obtain
5 and maintain proof of public liability insurance. In addition, the owner or keeper
6 may be required to complete a responsible pet ownership program as prescribed
7 by the director or a hearings officer.

8 (C) Dogs classified as Level 3 or Level 4 dogs shall be confined within a secure
9 enclosure whenever the dog is not on a leash. The secure enclosure must be
10 located so as not to interfere with the public's legal access to the owner's or
11 keeper's [~~property~~] **premises**, and the owner or keeper shall post warning signs,
12 which are provided by the director, on the [~~property~~] **premises** where the dog is
13 kept, in conformance with rules to be adopted by the director. In addition, the
14 director may require the owner or keeper to obtain and maintain proof of public
15 liability insurance. The owner or keeper shall not permit the dog to be off the
16 owner's or keeper's premises unless the dog is muzzled and restrained by an
17 adequate leash and under the control of a capable person. In addition, the
18 director may require the owner or keeper to satisfactorily complete a pet
19 ownership program.

20 (D) Dogs classified as a dangerous animal as described in MCC 8.10.271 shall be
21 euthanized or placed in a dangerous animal facility as determined by the director
22 or hearings officer. A dog classified as a dangerous animal shall be confined
23 within a secure enclosure with a double security gate and shall meet the

Multnomah County Animal Control Code

1 requirements in subsection (C) above. In addition, the director or hearings officer
2 may suspend, for a period of time specified by the director or hearings officer,
3 that dog owner's or keeper's right to be the owner or keeper of any dog in
4 Multnomah County, including dogs currently owned by that person.

5 (E) All dogs classified as dangerous animals, and determined by the director or
6 hearings officer to be euthanized shall be euthanized at any time not less than 20
7 days of the date of classification. Notification to the director of any appeal to the
8 hearings officer as provided for in MCC 8.10.054(A) or to any court of competent
9 jurisdiction shall delay destruction of the dog until a date not less than 15 days
10 after a final decision by the hearings officer or final judgment by the court.

11 (F) To insure correct identification, all dogs that have been classified as potentially
12 dangerous or dangerous animals shall be marked with a permanent identifying
13 mark, micro-chipped, photographed, ~~or~~ and may be fitted with a special tag or
14 collar as determined by the director, at the owner's expense. The director shall
15 adopt rules specifying the type of required identification.

16 (G) In addition to the normal licensing fees established by MCC 8.10.220(A) ~~[(2)]~~ (1)
17 and (2), there shall be an annual fee of \$50.00 for dogs classified at Level 1; and
18 \$100.00 for dogs classified at Level 2 and 3 and; \$150.00 for dogs classified as
19 Level 4; and \$300.00 for dogs classified as Dangerous Animal. This additional
20 fee shall be imposed at the time of classification of the potentially dangerous dog,
21 and shall be payable within 30 days of notification by the director. Annual
22 payment of this additional fee shall be due and payable within 30 days of
23 notification by the director upon the anniversary date of the classification.

(H) The owner or keeper of a potentially dangerous dog or dogs classified as dangerous animals shall not permit the warning sign to be removed from the secure enclosure, and shall not permit the special tag or collar to be removed from the classified dog. The owner or keeper of a potentially dangerous dog or dogs classified as dangerous animals shall not permit the dog to be moved to a new address or change owners or keepers without providing the director with ten days' prior written notification.

~~(I) Declassification of potentially dangerous dogs or dogs classified as dangerous animal. Any owner or keeper of a classified potentially dangerous dog or a dog classified as a dangerous animal may apply to the director, in writing, to have the restrictions reduced or removed.~~

~~(1) The following conditions must be met:~~

~~(a) Level 1 or Level 2 dogs have been classified for one year without further incident, or and two years for Level 3 or and Level 4 dogs four years for dogs classified as dangerous animals; and~~

~~(b) (c) The owner or keeper provides the director with written certification of satisfactory completion of obedience training for the dog classified, with the owner or keeper; and There have been no violations of the specified regulations; and~~

~~(c) (f) Any other condition ordered by the director or hearings officer at the time of classification.~~

Multnomah County Animal Control Code

~~(1) The owner or keeper provides the director with written certification of satisfactory completion of obedience training for the dog classified with the owner or keeper.~~

~~(2) In addition, the director may require the dog owner or keeper to provide written verification that the classified dog has been spayed or neutered.~~

~~(3) Any reclassification request submitted under this section must include \$40.00 review fee.~~

~~(d) In addition, the director may require the dog owner or keeper to provide written verification that the classified dog has been spayed or neutered.~~

~~(e) Any reclassification request submitted under this subsection must include \$40.00 review fee.~~

~~(2) When the owner or keeper of a potentially dangerous dog meets all of the conditions in this subsection, the restrictions for Level 1 and Level 2 classified dogs may be removed. Restrictions for Level 3 and Level 4 dogs, and dogs classified as dangerous animals may be removed, with the exception of the secure enclosure.~~

[Ord. 517 § 3 (1986); Ord. 850, § 40 (1996)]

Section XXX. AMENDMENT

MCC 8.10.285 is amended as follows:

MCC 8.10.285 Declassification of potentially dangerous dog.

Declassification of potentially dangerous dogs or dogs classified as a Dangerous Animal. A \$40.00 Declassification Fee will be assessed when the classification

1 period begins. Declassification will be automatic pursuant to this section. Any
2 person who observes or has evidence of behavior as described in MCC 8.10.270 or
3 8.10.271 shall forthwith notify the director.

4 (A) The following conditions must be met:

5 (1) Level 1 or Level 2 dogs have been classified for one year without further
6 incident, and two years for Level 3 and Level 4 dogs; and

7 (2) There have been no violations of the specified regulations; and

8 (3) Any other condition ordered by the director or hearings officer at the time of
9 classification.

10 (a) The owner or keeper provides the director with written certification of
11 satisfactory completion of obedience training for the dog classified, with the
12 owner or keeper.

13 (b) In addition, the director may require the dog owner or keeper to provide
14 written verification that the classified dog has been spayed or neutered.

15 (B) When the owner or keeper of a potentially dangerous dog meets all of the
16 conditions in this subsection, the restrictions for Level 1 and Level 2 classified
17 dogs may be removed. Restrictions for Level 3 and Level 4 dogs, and dogs
18 classified as dangerous animals may be removed, with the exception of the
19 secure enclosure.

20 [Ord. 517 § 3 (1986); Ord. 850, § 40 (1996)]

21 Section XXXI AMENDMENT

22 MCC 8.10.900 is amended as follows:

23 (A) Violations of the provisions of this chapter shall be classified as provided below.

Multnomah County Animal Control Code

(1) Class A infractions. Violations of the following sections or subsections shall be Class A infractions:

(a) MCC 8.10.030;

(b) MCC 8.10.150;

(c) MCC 8.10.180;

(d) ~~(e) MCC 8.10.190(B)(3)~~ MCC 8.10.190(B)(7)(8);

(e) ~~(f) MCC 8.10.190(B)(8)(9)~~;

(f) ~~(g) MCC 8.10.190(B)(9)(10)~~;

(g) ~~(h) MCC 8.10.190(B)(11)(12)~~

(h) MCC 8.10.190(B)(12);

(i) MCC 8.10.190(B)(13);

(j) MCC 8.10.192;

(k) MCC 8.10.200.

(2) Class B infractions: Violations of the following sections or subsections of this chapter shall be Class B infractions:

(a) MCC 8.10.045(A)(3)(4);

(b) MCC 8.10.155;

(c) MCC 8.10.190(B)(3)(4);

(d) MCC 8.10.190(B)(4)(5);

(e) MCC 8.10.190(B)(5)(6);

(f) MCC 8.10.190(B)(6)(7);

(g) MCC 8.10.190(B)(10)(14).

(3) Class C infractions. Infractions of the following sections or subsections of this chapter shall be Class C infractions:

(a) MCC 8.10.070;

(b) MCC 8.10.170;

(c) MCC 8.10.190(B)(1);

(d) MCC 8.10.190(B)(2);

(e) MCC 8.10.210.

(4) Except as provided under MCC 8.10.191 and 8.10.192, any other violation of this chapter not listed in this subsection shall be a Class A infraction.

(B) Fines:

(1) Class A infraction. A fine for Class A infraction shall be no less than \$100.00 nor more than \$500.00 for a first offense. The fine for a second Class A infraction committed within 12 months from the date that the first offense was committed shall be no less than \$200.00, nor more than \$500.00. The fine for a third Class A infraction committed within 12 months from the date that the first offense was committed, the fine shall be not less than \$500.00.

(2) Class B infraction. A fine for Class B infraction shall be no less than \$50.00 nor more than \$250.00 for the first offense. If the violator committed either a Class A or B infraction within the 12-month period immediately prior to the date of the second infraction, the fine shall be no less than \$100.00 nor more than \$250.00. If the violator has committed two or more Class A or B infractions within the 12-month period immediately prior to the date of the

Multnomah County Animal Control Code

1 most recent notice of infraction for a Class B infraction, the fine shall be
2 \$250.00.

3 (3) Class C infractions. A fine for a Class C infraction shall be no less than
4 \$30.00 nor greater than \$150.00 for a first offense. If the violator has
5 committed a Class A, B, or C infractions within the 12-month period
6 immediately prior to the date of the second infraction, the fine shall be no less
7 than \$50.00 nor more than \$150.00. If the violator has committed two or
8 more Class A, B, or C infractions within the 12-month period immediately prior
9 to the date of the most recent notice of infraction for a Class C infraction, the
10 fine shall be \$150.00.

11 (C) Additional conditions and restrictions. In addition to the monetary civil penalties
12 imposed for infractions of this chapter, and the regulations applicable under MCC
13 8.10.280, the director and the hearings officer shall have authority to order
14 additional restrictions and conditions upon the party in violation, including but not
15 limited to:

16 (1) Require the owner or keeper and animal to satisfactorily complete an
17 obedience program approved by the director or hearings officer at owner's or
18 keeper's expense.

19 (2) Require the owner or keeper to attend a responsible pet ownership program
20 adopted and/or approved by the director or hearings officer, at the owner's or
21 keeper's expense;

22 (3) Require the owner or keeper of an animal that unreasonable causes
23 annoyance, as described in MCC 8.10.190(B)(~~5~~)(6), to keep the animal inside

Multnomah County Animal Control Code

1 the owner or keeper's residence during hours specified by the director or
2 hearings officer;

3 (4) The director or hearings officer may suspend, for a period of time specified by
4 the director or hearings officer, the animal owner's or keeper's right to own or
5 keep any animal in Multnomah County.

6 (5) Require the owner or keeper to have the animal surgically sterilized within a
7 time period determined by the director or hearings officer.

8 (6) Any other condition(s) that would reasonably abate the infraction.

9 (D) Late payment penalties. If a civil penalty is unpaid after 30 days, the fine then
10 due shall be increased by 25 percent of the original amount; if the civil penalty is
11 not paid after 60 days, the fine then due shall be increased by 50 percent of the
12 original amount.

13 (E) At the discretion of the director, any civil penalty(ies) not paid within 30 days from
14 the date of issuance of the notice of infraction may be assigned to a collections
15 agency for collection.

16 [Ord. 156, § VIII(1) (1977); Ord. 732 § 19 (1992); Ord. 733, § 4 (1993); Ord. 823 § 5
17 (1995); Ord. 850, § 42 (1996)]

18 Section XXXII. AMENDMENT

19 MCC 8.10.940 is amended as follows:

20 A. Any person convicted of violation of MCC 8.10.200, shall be subject to a fine not
21 to exceed \$500, and the court may order impoundment of any animal caused to
22 be engaged in the prohibited conduct, which animal may be disposed of by the
23 director.

B. Any person previously convicted under this section shall be subject to punishment by imprisonment for a term of not more than one year and a fine not to exceed \$1,000 or both.

[Ord 156 § VIII(5) (1977); Rpld. By Ord. 732 § 21 (1992)]

[Section XXXIII Emergency Clause]

This ordinance, being necessary for the health, safety and general 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.]

Approved this 6th day of August, 1998 being the date of its ~~[third]~~ **first** reading before the Board of County Commissioners for Multnomah County, Oregon.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Counsel

MEETING DATE: AUG 06 1998
AGENDA NO: WS-1
ESTIMATED START TIME: 10:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Board of County Commissioners' Strategic Directions Worksession

BOARD BRIEFING: DATE REQUESTED: August 6, 1998
REQUESTED BY: Chair Beverly Stein
AMOUNT OF TIME NEEDED: 1.5 hours

REGULAR MEETING: DATE REQUESTED: _____
AMOUNT OF TIME NEEDED: _____

DEPARTMENT: Non-Departmental DIVISION: Chair's Office
CONTACT: Carol M. Ford TELEPHONE #: 248-3956
BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: Chair Beverly Stein

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☒ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Board of County Commissioners' Strategic Directions Worksession
To Discuss Priorities, Interests and Projects

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Beverly Stein

(OR)
DEPARTMENT
MANAGER: _____

98 JUL 29 AM 8:56
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

Board of County Commissioners Strategic Directions Worksession

**Thursday, August 6, 1998
10:30 – 12:00**

1. The County's Strategic Framework - Chair Stein (10 mins)

Linking the strategic framework to the Board of County Commissioners' work

2. Commissioners' Priorities, Interests, Projects & Goals (40 mins)

Each Commissioner shares what they want to accomplish individually and as a team.

3. Next Steps (40 mins)

Next Step Options

Results from Committee Assignments Survey

Scheduling

ATTACHMENTS:

- Next Steps Options
- Blank Committee Assignments Survey
- Commissioner Linn's Memo, *Heads up on Planning Process*, June 29, 1998
- Commissioner Naito Memo, *Planning Process and Areas of Interest*, July 1, 1998
- Resolution 98-5

Strategic Directions Worksession

Thursday, August 6, 1998 10:30 – 12:00

NEXT STEP OPTIONS

- Each Commissioner designates their own projects.
These will be coordinated with each other when needed.
- Board Team Building & Vision Worksession.
Team building exercise such as the Meyers-Briggs tool.
Discuss vision, values and priorities. How can we help each other?
- County's Legislative Agenda.
Board focuses on legislative issues by assigning Commissioners to work in specific areas.
They will work with the Public Affairs Office.
- Caring Communities.
Commissioners become involved with the Caring Communities in their districts and act as their liaison to the BCC.
- Commissioners lead Issue Discussions
Board develops list of topics discussion. (Examples: environmental/rural land use policy, citizen involvement, decentralized vs. centralized services, community building, etc).
Each Commissioner selects a topic and facilitates a Board policy discussion on their topic. County department staff can help prepare materials and information.
- Benchmark Sponsorships.
Benchmark sponsorships will fit with Commissioners' interests.
Revised role to adjust time commitment and expectations. Commissioners lead policy discussion during budget development. Also work to connect the County with community partners in addressing the Long Term Benchmarks.
- Intergovernmental and County Committees.
Commissioners are appointed to committees that best fit with their other assignments and interests. These assignments will be equally spread among the Board.
- Department Briefings
In preparation for FY1999-2000 budget development, 10 departments, including Sheriff & DA, will make presentations to Board to discuss:
 - Important Key Results/Performance Measures and Trends (Annual Performance Reports)
 - Upcoming Issues and Opportunities
- Community Budget Forums
In preparation for FY1999-2000 budget development.
By invitation from individual Caring Communities (up to 8 areas).

BCC LIAISON ASSIGNMENTS

Current Dept & Committee Assignments

Current
Assignment

I'd really like
to do this
one

I'd do this if
no one else
wants it

I don't want
this one.

Required County Representative

(Voting Member or Requires BCC Participation)

Affordable Housing Review Committee	Unassigned				Representative from the BCC. Assigned Commissioner often sent Board staff member.
Animal Control Advisory Committee	Hansen (Mike Delman)				MCC ord. requires a Board staff Member
Audit Committee	Stein Kelley				Chair or designee. One other Commissioner.
East Mult. Transportation Advisory Committee	Kelley				From one of the East Multn. County districts.
Local Public Safety Coordinating Committee	Stein Chair Kelley				County Chair. Other Commissioners can also be appointed.
Metro Affordable Housing Technical Advisory Committee	Linn				One County Commissioner. Alternate can be a staff person.
Metro Joint Policy Advisory Committee on Transportation	Kelley Hansen (alt)				One County Commissioner. Alternate is also a Commissioner.
Metro Policy Advisory Committee	Naito (Need an Alternate)				One County Commissioner. Alternate is also a Commissioner.
Mult. Commission on Children and Families	Stein				Chair or designee

Commissioners also have several liaison assignments based on their projects and interests

BCC LIAISON ASSIGNMENTS

Current Dept & Committee Assignments

	Current Assignment	I'd really like to do this one	I'd do this if no one else wants it	I don't want this one.	
Other Intergovernmental Liaisons					
Association of Oregon Counties	Hansen				
Community Building Sponsoring Committee	Stein Hansen				
DHR Local Government Advisory Com	Hansen				
Leaders Roundtable	Stein				
Metro Exposition-Recreation Commission	Stein				
Metropolitan Human Rights Center	Kelley				
Oregon Criminal Justice Council	Stein				
Regional Drug Initiative	Kelley				
Willamette Valley Livability Forum	Unassigned				
Workforce Development Board	Stein				

OPTIONAL

If interested, Commissioners can act as liaison to any of the following Board appointed Citizen Committees

Citizen Involvement Committee	Stein				Inform residents of their opportunities and rights in the decision making process of all branches of County government.
Community Action Commission (merging with Commission on Children and Families)	Hansen				Identify and counteract the causes and consequences of poverty within Mult. Co.

Commissioners also have several liaison assignments based on their projects and interests

BCC LIAISON ASSIGNMENTS

Current Dept & Committee Assignments

Current
Assignment

I'd really like
to do this
one

I'd do this if
no one else
wants it

I don't want
this one.

OPTIONAL

If interested, Commissioners can act as liaison to any of the following Board appointed Citizen Committees

Community Health Council	Hansen				Develop policy and generally govern the County Health Department
DUII Community Advisory Board	Unassigned				Serves to reduce death, injury and social costs caused by driving under the influence.
Elders in Action	Kelley				Assure a vibrant community through the active involvement of older adults.
EMS Advisory Board	Unassigned				Reviews rules, policies & procedures of the Medical Resource Hospital(s)
Food Service Advisory Board	Unassigned				Advise BCC and Health Dept on community needs and priorities
Greenspaces Review Committee	Unassigned				Review tax foreclosed properties to determine suitability of properties for public use as open space, parks or natural areas
Housing and Community Dev. Commission	Hansen				Primary public forum addressing the County's affordable housing problems
Investment Advisory Board	Stein				Review and advise on the County's investment performance and plan.
Joint Bicycle And Pedestrian Citizen Advisory Committee	Unassigned				Advise Transportation & Land Use Planning Division on matters involving bicycle and pedestrian transportation
Library Advisory Board	Stein				Advise the BCC on matters relating to library services, policies and funding.
Mt. Hood Cable Regulatory Commission	Kelley				operation of the cable communications systems.
Multnomah County Peace Task Force	Kelley				Award the Thousand Cranes Peace Award to individuals and businesses
Planning Commission	Hansen				Act as the land use advisory body to the BCC for unincorporated Multnomah County.
Regional Arts & Culture Council	Stein				culture in communities, public art, grants and technical assistance, and arts in the schools.

Commissioners also have several liaison assignments based on their projects and interests

RECEIVED

JUL 01 1998

BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

MEMORANDUM

TO: Chair Beverly Stein
Commissioner Gary Hansen
Commissioner Lisa Naito
Commissioner Sharron Kelley
Board Clerk Deb Bogstad

FROM: Commissioner Diane Linn

DATE: June 29, 1998

RE: Heads up on the Planning process

In anticipation of the discussions about the Strategic Directions Overview we have planned for the coming several weeks, I wanted to share my early thoughts with you.

The following are the issues I planned to prioritize in my first year plus in office:

- Funding for Public Education
- Community Building
- Homeless Youth
- Domestic/Family Violence

Secondarily, I have a special interest in the areas of:

- Citizen access to Multnomah County (i.e. the phone system)
- Mediation (and its expanded use)
- West-Side Land-Use Planning

Please talk to Ramsay while I'm gone if you have any reactions at this stage. See you soon.



LISA H. NAITO
Multnomah County Commissioner, District 3
1120 SW Fifth Avenue, Suite 1500
Portland, Oregon 97204-1914
Phone (503) 248-5217 Fax (503) 248-5262

MULTNOMAH COUNTY OREGON

To: Chair Bev Stein
Commissioner Sharron Kelley
Commissioner Gary Hansen
Commissioner Diane Linn
Board Clerk Deb Bogstad

From: Commissioner Lisa Naito *(signature)*

Date: July 1, 1998

RE: Planning Process and Areas of Interest

98 JUL - 2 PM 12:22
MULTNOMAH COUNTY
OREGON
COUNTY COMMISSIONER

Here are some of the major issues I have expressed an interest in working on in the next year: Children and Families; Mentally Ill and Public Safety; and, Environmental and Transportation Issues. Some specifics:

1. Children and Families: My background on this includes serving at the state on the Children's Care Team and as vice-chair of the Children and Families Committee (we passed HB2004 which set up the Children and Families Commissions) and Vice-Chair of the Juvenile Justice Subcommittee of the Judiciary.
Early Childhood, Healthy Start
School Age, Funding and linking county services, mental health
Youth-including homeless youth,
Juvenile Justice
2. The mentally ill in the corrections system: I would like to build on the work done by Commissioner Kelly and draw on my experience as a Deputy District Attorney and in the social services to provide better coordination with the goal of reducing recidivism in this population.
3. I would like to serve on both MPAC and JPACT. My experience as a Metro Councilor allows me to step right in on these committees. I believe land use and transportation planning are linked and my experience has been that some of the strongest local government representatives to Metro serve on both committees.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Assigning Board of County)
Commissioner Benchmark) RESOLUTION
Sponsorship Roles and) 98-5
Intergovernmental Committees)
for 1998)

The Multnomah County Board Of Commissioners finds:

- a. In September 1996 the Board concluded County residents should have an increased sense of personal opportunity and success and an increased sense of safety and security.
- b. The Board has selected three long term benchmarks to guide its policies --
 Reduce Children Living In Poverty.
 Increase School Completion With Life Skills Equivalency.
 Reduce Crime.
- c. The Board adopted Resolution 97-198 which provides a community building strategy for implementation of these benchmarks.
- d. In February 1996, the Board approved the RESULTS Roadmap for providing quality, customer focused service and high value for each tax dollar spent.
- e. The Board wishes to assume sponsorship for the development of policies and programs to advance these benchmarks.

THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS RESOLVES:

1. Resolution 97-11 is repealed and the Multnomah County benchmark assignments are as follows:

District 1 - vacant

District 2 -- Gary Hansen: "Decrease Children Living In Poverty" and poverty related benchmarks

District 3 -- vacant

District 4 -- Sharron Kelley: "Reduce Crime" and public safety related benchmarks

Chair -- Beverly Stein: "Increasing High School Completion" and education related benchmarks. RESULTS and "Good Government" related benchmarks

2. All commissioners will use the values of community building in their sponsorship role and will develop a liaison relationship with the Caring Communities organizations shown in Appendix 1.
3. Major committee liaison assignments related to benchmark sponsorships and including the Board's shared responsibilities for intergovernmental relationships are contained in Appendix 2.
4. The role of each commissioner in benchmark sponsorship is defined in Appendix 3.
5. The Board encourages the Citizen Involvement Committee to consider revising the citizen budget review process to be consistent with this emphasis on benchmarks.
6. The commissioners elected to fill the vacancies in District 1 and District 3 will receive benchmark or other assignments after they assume office.

7. The Board of Commissioners will review and evaluate these assignments in the fall of 1998 and discuss changes and improvements.

ADOPTED this 15th day of January, 1998.



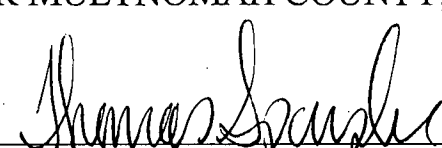
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By



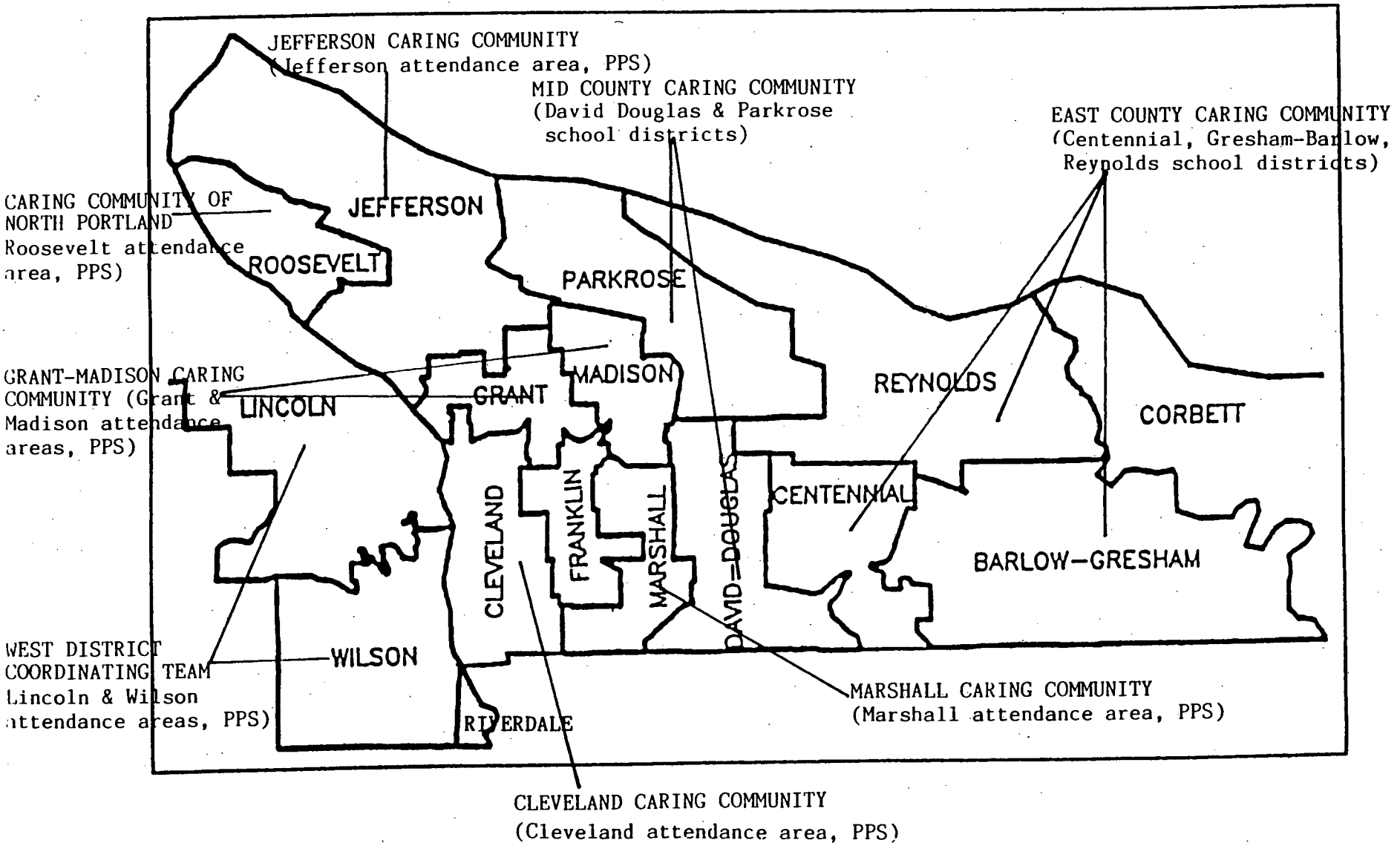
Thomas Sponsler, County Counsel

APPENDIX 1 - Caring Communities Map

APPENDIX 2 - Benchmarks and Intergovernmental Assignment Chart

APPENDIX 3 - Benchmark Sponsorship Roles And Responsibilities

APPENDIX 1 - CARING COMMUNITIES MAP



APPENDIX 2

BOARD OF COUNTY COMISSIONERS BENCHMARK SPONSORSHIP AND ASSIGNMENTS

Commissioner	Long Term Benchmark & Liaisons	Other Assignments
Gary Hansen	Decrease Children Living in Poverty Community Action Commission Housing and Community Dev. Commission DHR Local Government Advisory Committee Community Health Council Project Luck/Homeless Youth	MPAC Community Building Sponsoring Committee (with Stein) Joint Policy Adv. Comm on Transportation (With Kelley) Association of Oregon Counties NACo 1998 Conference Committee (With Stein) Animal Control Advisory Committee Sauvie Island
Sharron Kelley	Reduce Crime Local Public Safety Coor. Council (with Stein) Regional Drug Initiative Metropolitan Human Rights Center Multnomah County Peace Task Force Policy Steering Committee/State Office of A&D Advisory Committee on State Court Security Multnomah Council on Chemical Dependency	East Multnomah Transportation Adv. Committee Joint Policy Adv. Comm on Transportation (With Hansen) Mt. Hood Cable Regulatory Commission Elders in Action Audit Committee
Beverly Stein	Increase High School Completion RESULTS/Good Government benchmarks Mult. Commission on Children and Families (Hansen?) Workforce Development Board Local Public Safety Coor. Council (with Kelley) Leaders Roundtable Portland Multnomah Progress Board Oregon Quality Initiative Board	Community Building Sponsoring Committee (with Hansen) Citizen Involvement Committee Institute for Portland/Metro Studies Library Advisory Board NACo 1998 Conference Committee (With Hansen) Regional Arts & Culture Council Neighborhood Partnership Fund

APPENDIX 3

BOARD OF COUNTY COMISSIONERS BENCHMARK SPONSORSHIP ROLES AND RESPONSIBILITIES

1. Each Multnomah County Commissioner will be assigned by the Chair to be the sponsor of one long term benchmark or area of strategic implementation.
2. The sponsoring Commissioner will have the following responsibilities:
 - a. Coordinate a Board policy discussion of issues relating to the implementation of the benchmark or strategic area every two to three months.
 - b. Membership on the key county or cross jurisdictional committees that are doing strategic planning related to the benchmark or strategic area (with some exceptions).
 - c. Advocate the key governmental and nongovernmental agencies to ensure their active participation in the achievement of progress in the benchmark or strategic area.
 - d. Review key cross departmental or cross jurisdictional budget initiatives designed to advance success in the benchmark or strategic area.
 - e. Advocate for research and evaluation designed to develop and implement best practices in the benchmark or strategic area.
 - f. The Chair's Strategic Benchmark Planner and the Budget Office will work with Commissioners on these responsibilities. This includes assisting in the development and implementation of a plan/schedule for benchmark discussions and coordination with County departments.
3. As the County's chief executive officer, the Chair is responsible for implementing Board policy that is developed by the benchmark policy discussions and managing departments responsible for delivering County services.
4. Commissioners will use the values of community building in their sponsorship role and will develop a liaison relationship with the Caring Communities in their County district.

Multnomah County

Linking Vision, Benchmarks, Strategies and Planning

VISION

What the County
Wants to Achieve

LONG TERM BENCHMARKS

The County's
Strategic Focus

STRATEGIES

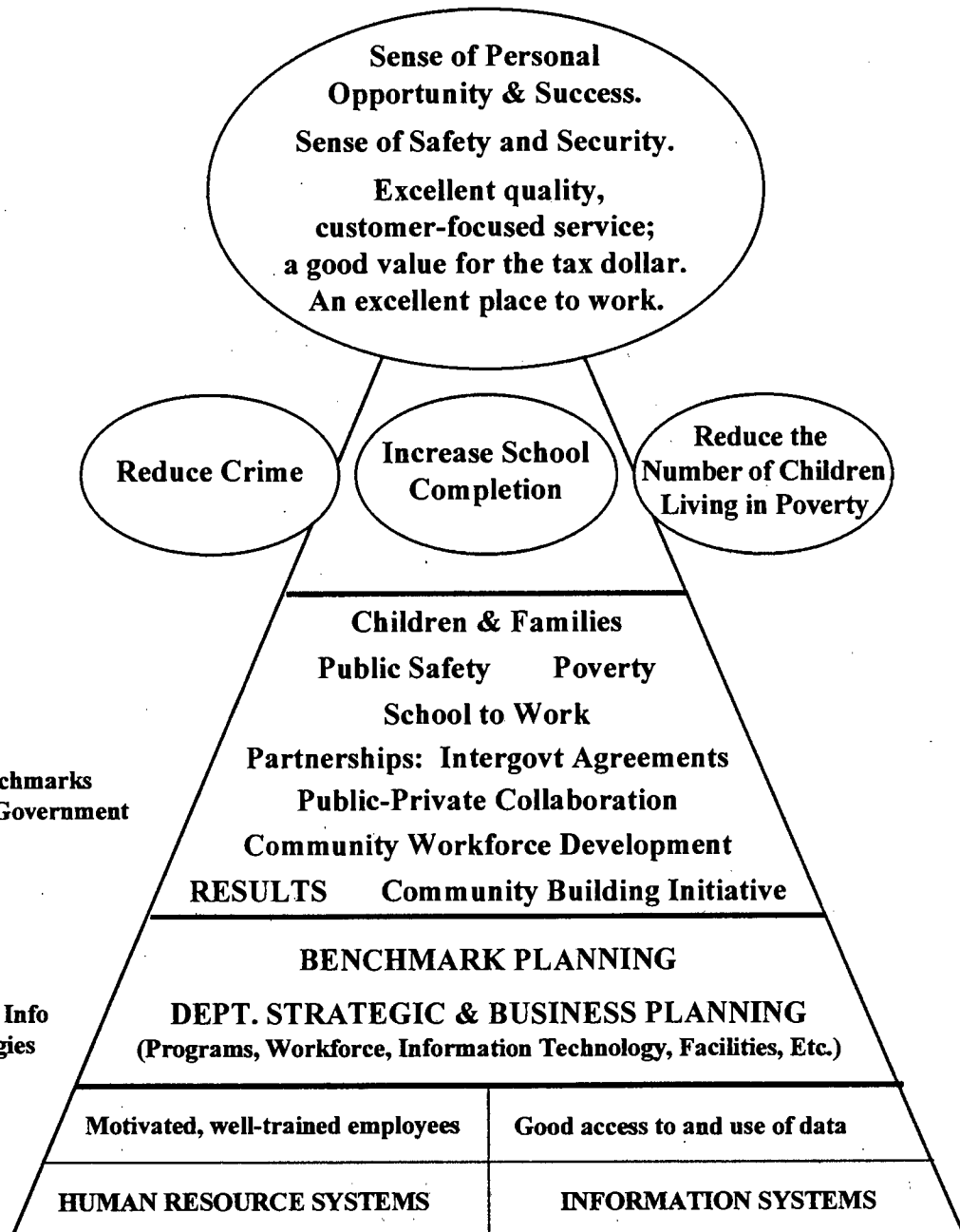
How to Achieve Benchmarks
and Improve Local Government

PLANNING

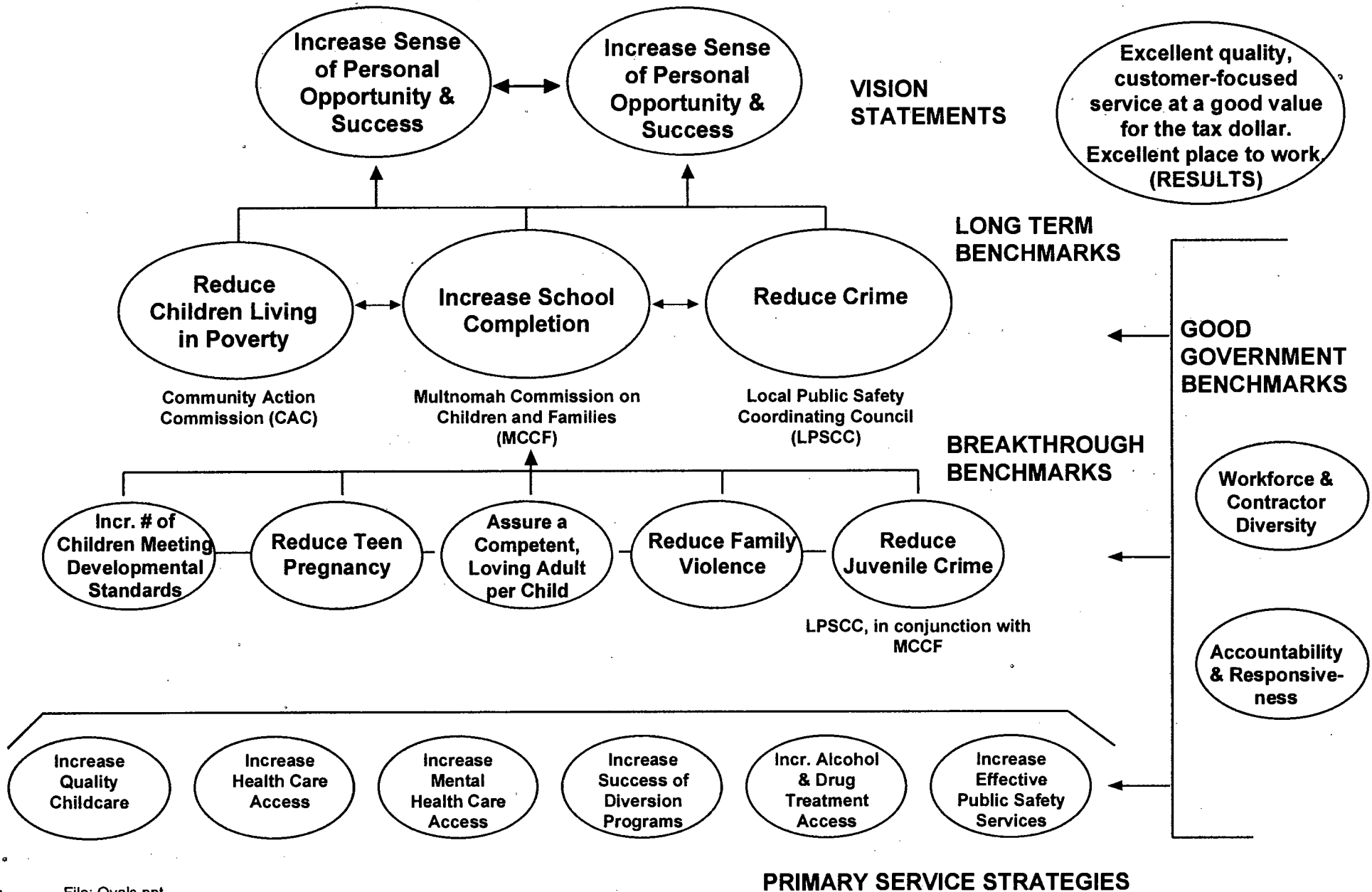
Aligning People and Info
Systems with Strategies

FOUNDATION

For Good Decisions



Multnomah Board of County Commissioners' Benchmark Retreat September 17, 1996



BCC LIAISON ASSIGNMENTS

August 5, 1998

Current Dept & Committee Assignments

Current
Assignment

I'd really like
to do this
one

Maybe

Required County Representative (Voting Member or Requires BCC Participation)				
Affordable Housing Review Committee	Unassigned	Linn (Weit)	Stein	Representative from the BCC. Assigned Commissioner often sent Board staff member.
Animal Control Advisory Committee	Hansen (Mike Delman)			MCC ord. requires a Board staff Member
Audit Committee	Stein Kelley			Chair or designee. One other Commissioner.
East Mult. Transportation Advisory Committee	Kelley	Kelley		From one of the East Multn. County districts.
Local Public Safety Coordinating Committee	Stein - Chair Kelley	Stein, Kelley	Linn, Hansen	County Chair. Other Commissioners can also be appointed.
Metro Affordable Housing Technical Advisory Committee	Linn	Linn (Weit-Alt)		One County Commissioner. Alternate can be a staff person.
Metro Joint Policy Advisory Committee on Transportation	Kelley Hansen (alt)	Hansen, Kelley, Naito		One County Commissioner. Alternate is also a Commissioner.
Metro Policy Advisory Committee	Naito (Need an Alternate)	Naito	Stein (Alt) Hansen	One County Commissioner. Alternate is also a Commissioner.
Mult. Commission on Children and Families	Stein	Naito	Linn, Hansen	Chair or designee

Commissioners also have several liaison assignments based on their projects and interests

BCC LIAISON ASSIGNMENTS

August 5, 1998

Current Dept & Committee Assignments

	Current Assignment	I'd really like to do this one	Maybe	
Other Intergovernmental Liaisons				
Association of Oregon Counties	Hansen	Hansen		
Community Building Sponsoring Committee	Stein Hansen	Stein, Linn	Hansen	
DHR Local Government Advisory Com	Hansen	Stein, Linn		
Leaders Roundtable	Stein	Stein, Linn	Hansen	
Metro Exposition-Recreation Commission	Stein	Hansen	Linn	
Metropolitan Human Rights Center	Kelley	Kelley		
Oregon Criminal Justice Council	Stein	Naito	Stein, Hansen	
Regional Drug Initiative	Kelley			
Willamette Valley Livability Forum	Unassigned		Hansen	
Workforce Development Board	Stein	Stein, Hansen		

OPTIONAL

If interested, Commissioners can act as liaison to any of the following Board appointed Citizen Committees

Citizen Involvement Committee	Stein	Stein		Inform residents of their opportunities and rights in the decision making process of all branches of County government.
Community Action Commission (merging with Commission on Children and Families)	Hansen			Identify and counteract the causes and consequences of poverty within Mult. Co.

Commissioners also have several liaison assignments based on their projects and interests

BCC LIAISON ASSIGNMENTS

August 5, 1998

Current Dept & Committee Assignments

Current
Assignment

I'd really like
to do this
one

Maybe

OPTIONAL

If interested, Commissioners can act as liaison to any of the following Board appointed Citizen Committees

Community Health Council	Hansen			Develop policy and generally govern the County Health Department
DUII Community Advisory Board	Unassigned	Naito		Serves to reduce death, injury and social costs caused by driving under the influence.
Elders in Action	Kelley	Linn		Assure a vibrant community through the active involvement of older adults.
EMS Advisory Board	Unassigned			Reviews rules, policies & procedures of the Medical Resource Hospital(s)
Food Service Advisory Board	Unassigned			Advise BCC and Health Dept on community needs and priorities
Greenspaces Review Committee	Unassigned	Linn		Review tax foreclosed properties to determine suitability of properties for public use as open space, parks or natural areas
Housing and Community Dev. Commission	Hansen	Stein, Linn		Primary public forum addressing the County's affordable housing problems
Investment Advisory Board	Stein	Stein		Review and advise on the County's investment performance and plan.
Joint Bicycle And Pedestrian Citizen Advisory Committee	Unassigned	Hansen (Delman)		Advise Transportation & Land Use Planning Division on matters involving bicycle and pedestrian transportation
Library Advisory Board	Stein			Advise the BCC on matters relating to library services, policies and funding.
Mt. Hood Cable Regulatory Commission	Kelley			Monitor, regulate and supervise the operation of the cable communications systems.
Multnomah County Peace Task Force	Kelley			Award the Thousand Cranes Peace Award to individuals and businesses
Planning Commission	Hansen	Kelley		Act as the land use advisory body to the BCC for unincorporated Multnomah County.
Regional Arts & Culture Council	Stein	Stein, Naito		Responsible for the stewardship of arts and culture in communities, public art, grants and technical assistance, and arts in the schools.

Commissioners also have several liaison assignments based on their projects and interests