

ANNOTATED MINUTES

*Tuesday, January 21, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602*

BOARD BRIEFINGS

- B-2 *Status Report of County Compliance with the Americans with Disabilities Act of 1990. Presented by Jerry Bitle.*

JERRY BITLE PRESENTATION AND RESPONSE TO BOARD QUESTIONS. CITY-COUNTY ADVISORY COMMITTEE ON THE DISABLED TO REVIEW COUNTY FACILITIES FOR ADA REQUIRED SELF-EVALUATION SURVEY.

- B-1 *Six-Month Status Report and Briefing on the Implementation of Option 1. Presented by Robert Jackson.*

ROBERT JACKSON PRESENTATION AND RESPONSE TO BOARD QUESTIONS. BUDGET PROPOSAL REQUESTING AUTHORIZATION TO ACQUIRE EQUIPMENT TO INTERFACE WITH AUTOMATED LAW ENFORCEMENT COMMUNICATION SYSTEMS TO BE SUBMITTED WITHIN THE NEXT TWO MONTHS. VICE-CHAIR KELLEY REQUESTED BRIEFING PRIOR TO BOARD CONSIDERATION OF THE REQUEST.

- B-3 *Presentation of Two Employee Suggestions. Discussion, Recommendation and Request for Policy Direction. Presented by Mark Murray, Employee Suggestion Committee.*

MARK MURRAY PRESENTATION AND RESPONSE TO BOARD QUESTIONS. BOARD CONSENSUS TO ALLOW SUPERVISORS AND MANAGERS TO SUBMIT SUGGESTIONS OUTSIDE THEIR AREA OF CONTROL.

*Tuesday, January 21, 1992 - 1:30 PM
Multnomah County Courthouse, Room 602*

BOARD BRIEFINGS

- B-4 *Discussion of the Juvenile Justice Division's Position Concerning Construction of a New Detention Facility with No Less than 88 Beds. Presented by Harold Ogburn.*

HAL OGBURN AND BOB NIELSEN PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

- B-5 *Briefing Pursuant to Resolution 91-188 Concerning Funding Options for a New Juvenile Detention Facility. Presented by Hank Miggins, Bill Farver and Maureen Leonard.*

MR. OGBURN, MR. NIELSEN, HANK MIGGINS, DAVE WARREN AND DAVE BOYER PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

*Tuesday, January 21, 1992 - 2:30 PM
Multnomah County Courthouse, Room 602*

AGENDA REVIEW

B-6 Review of Agenda for Regular Meeting of January 23, 1992.

*Wednesday, January 22, 1992 - 9:00 to 11:00 AM
Multnomah County Courthouse, Room 602*

EXECUTIVE SESSION

E-1 The Multnomah County Board of Commissioners will Meet in Executive Session to Discuss Labor Negotiations Pursuant to ORS 192.660(1)(d).

EXECUTIVE SESSION HELD. POLICY DIRECTION GIVEN.

*Thursday, January 23, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602*

REGULAR MEETING

Chair Gladys McCoy convened the meeting at 9:30 a.m., with Vice-Chair Sharron Kelley, Commissioners Pauline Anderson and Gary Hansen present, and Commissioner Rick Bauman arriving at 9:37 a.m.

BOARD BRIEFING

B-1 Presentation of the Consolidated Government Services PARKS, PERSONNEL, PLANNING AND PUBLIC SAFETY Report of the Citizens' Joint Budget Advisory Committee (JBAC). Presented by JBAC Co-Chairs Marc Abrams and Dick Levy.

RICHARD LEVY AND MARC ABRAMS PRESENTATION AND RESPONSE TO BOARD QUESTIONS. JOHN LEGRY RESPONSE TO BOARD QUESTIONS.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER KELLEY, CONSENT CALENDAR ITEMS C-1 THROUGH C-5 WERE UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- C-1 *In the Matter of the Appointments of Commissioner Pauline Anderson and Fred Neal as Multnomah County Representative and Alternate Respectively, to the METROPOLITAN SERVICE DISTRICT REGIONAL POLICY ADVISORY COMMITTEE*
- C-2 *In the Matter of the Appointment of Marilyn Richen to the MULTNOMAH COUNCIL ON CHEMICAL DEPENDENCY, Term to Expire January, 1994*
- C-3 *In the Matter of the Appointment of Nan Waller, Juvenile Court Representative to the MULTNOMAH COUNTY CHILDREN AND YOUTH SERVICES COMMISSION*
- C-4 *In the Matter of the Appointments of Robert Findley, Position #2, Gilbert Jimenez, Position #3, Jean Ridings, Position #4 and Charles Becker, Sr., Position #6, to the MULTNOMAH COUNTY PARKS ADVISORY COMMITTEE, Terms to Expire January, 1994*

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-5 *Ratification of an Intergovernmental Agreement Between Multnomah County and the City of Portland to Govern the Administration of City Code Chapter 14.74 (Alarm Systems Regulations) for the Fiscal Year 1991-1992*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-6 *Ratification of an Intergovernmental Agreement Between the Oregon Highway Division, the City of Portland and Multnomah County, Relating to Operation and Maintenance Costs and Other Obligations During and After Construction of Traffic Signals Located at NE Sandy Boulevard and 181st Avenue*

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER KELLEY, C-6 WAS UNANIMOUSLY TABLED.

REGULAR AGENDA

PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

- R-1 *Ratification of an Intergovernmental Agreement Between the Oregon Department of General Services, Purchasing Division and Multnomah County, for the Purpose of Providing the Use of State of Oregon Price Agreements to Purchase Goods and Services at Volume Discount, for the Period February 1, 1992 to January 31, 1993*

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER HANSEN, R-1 WAS UNANIMOUSLY APPROVED.

(Recess as the Public Contract Review Board and reconvene as the Board of County

NON-DEPARTMENTAL

- R-2 *In the Matter of Appointing Representatives to the COMPREHENSIVE YOUTH ACTION PLAN TASK FORCE Pursuant to Resolution 91-188*

COMMISSIONER BAUMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. HANK MIGGINS EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. APPOINTMENTS OF HAL OGBURN, MARK McDONNELL, BOB BROOKS, BOB DONOUGH, TONY HOPSON, DENNIS MORROW, MICHAEL MORRISSEY, LINDA BERGMAN, MARILYN RICHEN, MARY DuPAIN, MARIA TENORIO, JAMIE TILLMAN, TOM ENGLISH AND BRUCE WATTS UNANIMOUSLY APPROVED.

- R-3 *RESOLUTION in the Matter of Assigning Commissioners Portfolios in Public Health, Public Safety, Environmental Preservation and General Government for the Calendar Year 1992*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, RESOLUTION 92-14 WAS UNANIMOUSLY APPROVED.

- R-4 *RESOLUTION in the Matter of Expressing the County Board's Policy that All Programs, Services and Activities Provided by the County are Accessible to People with Disabilities as Mandated by the 1990 Americans with Disabilities Act*

COMMISSIONER ANDERSON MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-4. JERRY BITLE EXPLANATION. RESOLUTION 92-15 UNANIMOUSLY APPROVED.

- R-5 *First Reading of an ORDINANCE Amending Ordinance No. 646 (Firearms) by Expanding the List of Firearms in the Definition of "Assault Weapon", Clarifying Certain Language Pertaining to Excluded Firearms and Deleting Certain Provisions Concerning the Firearms Safety and Education Course*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER ANDERSON MOVED AND COMMISSIONER BAUMAN SECONDED, APPROVAL OF THE FIRST READING. BOARD QUESTIONS AND DISCUSSION. LARRY KRESSEL RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER ANDERSON, IT WAS UNANIMOUSLY APPROVED THAT THE FIRST READING BE CONTINUED TO THURSDAY, JANUARY 30, 1992.

- R-6 *Budget Modification MCSO #19 Requesting Authorization to Reclassify an Office Assistant II Position to a Senior Fiscal Assistant in the Sheriff's Management and Fiscal Services Unit*

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER KELLEY, R-6 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-7 *ORDER in the Matter of Cancellation of Land Sale Contract 15428 Between Multnomah County, Oregon and Stephen M. Olson upon Default of Payments and Performance of Covenants*

COMMISSIONER BAUMAN MOVED AND COMMISSIONER ANDERSON SECONDED, APPROVAL OF R-7. LARRY BAXTER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. JEFF BAKER TESTIMONY IN SUPPORT OF CANCELLATION. BOB SHULTZ TESTIMONY REQUESTING ONE WEEK POSTPONEMENT AND RESPONSE TO BOARD QUESTIONS. MR. KRESSEL AND MR. BAXTER RESPONSE TO BOARD QUESTIONS AND DISCUSSION. BOARD COMMENTS AND DISCUSSION. COMMISSIONER HANSEN MOVED AND COMMISSIONER BAUMAN SECONDED, THAT R-7 BE CONTINUED ONE WEEK. MR. KRESSEL AND MR. BAXTER RESPONSE TO BOARD QUESTIONS. BOARD COMMENTS. R-7 UNANIMOUSLY CONTINUED TO THURSDAY, JANUARY 30, 1992.

- R-8 *Request for Approval in the Matter of a Notice of Intent to Apply for an Oregon State Parks \$38,000 Land and Water Conservation Grant for Oxbow Park Improvements*

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER ANDERSON, R-8 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF SOCIAL SERVICES

- R-9 *RESOLUTION in the Matter of Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER ANDERSON, RESOLUTION 92-16 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

- R-10 *Budget Modification DH #1 Requesting Adjustments in Appropriations, Field Services Section, to Reflect a Reduction in the State Perinatal Substance Abuse (START) Grant*

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

- R-11 *Ratification of an Intergovernmental Agreement Between Multnomah County and Clackamas County, Providing Telephone Triage for Clackamas County Health Department Clients From January 15, 1992 to December 31, 1992, for an Amount Not to Exceed \$19,200*

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

- R-12 *Ratification of an Intergovernmental Agreement Between Multnomah County and the Oregon Health Division, Providing Certain Services Related to Multnomah County's Targeted HIV Risk Reduction in Drug Treatment Dropouts Grant, for the Period January 1, 1992 to August 31, 1992*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER ANDERSON, R-12 WAS UNANIMOUSLY APPROVED.

- R-13 *Ratification of an Intergovernmental Agreement Between Multnomah County and the Oregon Health Division, Providing Services Related to Multnomah County's HIV Prevention in Women and Infants Grant, for the Period January 1, 1992 to September 29, 1992*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER BAUMAN, R-13 WAS UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned at 11:00 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON


Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 606, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS FOR THE WEEK OF

JANUARY 20 - 24, 1992

Monday, January 20, 1992 - HOLIDAY - COURTHOUSE CLOSED.
Tuesday, January 21, 1992 - 9:30 AM - Board BriefingsPage 2
Tuesday, January 21, 1992 - 1:30 PM - Board BriefingsPage 2
Tuesday, January 21, 1992 - 2:30 PM - Agenda ReviewPage 2
Wednesday, January 22, 1992 - 9:00 AM - Executive Session . .Page 3
Thursday, January 23, 1992 - 9:30 AM - Regular Meeting. . . .Page 3

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

Thursday, 10:00 PM, Channel 11 for East and West side subscribers
Friday, 6:00 PM, Channel 27 for Paragon Cable (Multnomah East) subscribers
Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

Tuesday, January 21, 1992 10:00 AM to 5:00 PM

JOINT CITY/COUNTY EVENTS
TO COMMEMORATE DR. MARTIN LUTHER KING, JR.

The City of Portland and Multnomah County Affirmative Action Office will Sponsor Day-Long Events in Recognition of Dr. Martin Luther King, Jr. Events Start at 10:00 AM on Tuesday, January 21, 1992 in the Portland Building Auditorium at 1120 SW Fifth Avenue. Film, Song and Words of Remembrance will Highlight the Day's Events which Occur Until 5:00 PM.

Tuesday, January 21, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-1 Six-Month Status Report and Briefing on the Implementation of Option 1. Presented by Robert Jackson. 9:30 AM TIME CERTAIN. ONE HOUR REQUESTED.
 - B-2 Status Report of County Compliance with the Americans with Disabilities Act of 1990. Presented by Jerry Bitle. 30 MINUTES REQUESTED.
 - B-3 Presentation of Two Employee Suggestions. Discussion, Recommendation and Request for Policy Direction. Presented by Mark Murray, Employee Suggestion Committee. 30 MINUTES REQUESTED.
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Multnomah County Courthouse, Room 602

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- B-4 Discussion of the Juvenile Justice Division's Position Concerning Construction of a New Detention Facility with No Less than 88 Beds. Presented by Harold Ogburn. 30 MINUTES REQUESTED.
 - B-5 Briefing Pursuant to Resolution 91-188 Concerning Funding Options for a New Juvenile Detention Facility. Presented by Hank Miggins, Bill Farver and Maureen Leonard. 30 MINUTES REQUESTED.
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- B-6 Review of Agenda for Regular Meeting of January 23, 1992.

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Multnomah County Courthouse, Room 602

REGULAR MEETING

BOARD BRIEFING

- B-1 Presentation of the Consolidated Government Services PARKS, PERSONNEL, PLANNING AND PUBLIC SAFETY Report of the Citizens' Joint Budget Advisory Committee (JBAC). Presented by JBAC Co-Chairs Marc Abrams and Dick Levy. 9:30 AM TIME CERTAIN. 30 MINUTES REQUESTED.

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 In the Matter of the Appointments of Commissioner Pauline Anderson and Fred Neal as Multnomah County Representative and Alternate Respectively, to the METROPOLITAN SERVICE DISTRICT REGIONAL POLICY ADVISORY COMMITTEE
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- C-5 Ratification of an Intergovernmental Agreement Between Multnomah County and the City of Portland to Govern the Administration of City Code Chapter 14.74 (Alarm Systems Regulations) for the Fiscal Year 1991-1992

CONSENT CALENDAR - continued

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0200C/9-13/dr

DATE SUBMITTED 12-24-91

(For Clerk's Use)
Meeting Date JAN 23 1992
Agenda No. B-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Joint - City/County Citizen Committee on Service Consolidation

Informal Only* _____
(Date)

Formal Only Jan 23, 1992
(Date)

DEPARTMENT CIC DIVISION _____

CONTACT Carol TELEPHONE 248-3450

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Dick Levy and Marc Abrams

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

Report on Service Consolidation

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 30 min

IMPACT: NONE

- PERSONNEL
- FISCAL/BUDGETARY
 - General Fund
 - Other _____

BOARD OF
COUNTY COMMISSIONERS
1991 DEC 30 AM 9:09
MULTI-NOMAH COUNTY
OREGON

SIGNATURES: John Leguy ^{cc}

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET / PERSONNEL _____ / _____

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

OTHER _____
(Purchasing, Facilities Management, etc.)

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



MULTNOMAH
COUNTY

Citizen Involvement Committee

2115 SE MORRISON

PORTLAND, OREGON 97214

248-3450

December 2, 1991

TO: ELECTED OFFICIALS
LAW ENFORCEMENT CHIEF OFFICERS
Budget Committee Advisors, Gresham, Portland, Multnomah Co.

FM: Joint Budget Advisory Committee (JBAC)

RE: REPORT TRANSMITTAL

The enclosed report "Parks, Personnel, Planning & Public Safety" is released to you in advance form due to consideration for timeliness.

The final printed report will contain an expanded Appendix I, and may reflect any comments received prior to printing, but will not otherwise differ from this advance copy.

A member of JBAC will contact you shortly to discuss the report. A full list of members is included in the introduction, and any member may be contacted through CIC offices at 248-3450.

JBAC sincerely thanks each jurisdiction for its cooperation and assistance in the fulfillment of this task. JBAC hopes that our work will benefit the interest of good local government and provide support for our elected leaders as we negotiate this time of significant change.

For JBAC: Marc Abrams & Dick Levy, Co-Chairs

Consolidated Government Services Report

of the

Citizens' Joint Budget Advisory Committee (JBAC)

City of Gresham Budget Advisory Committee
City of Portland Bureau Advisory Coordinating Committee
Multnomah County Central Citizen Budget Advisory Committee

Parks, Personnel, Planning, and Public Safety

Presented to:

Mayor Gussie McRoberts & Gresham City Council
Mayor J.E. Bud Clark & Portland City Council
Chair Gladys McCoy & Multnomah County Board of Commissioners
Multnomah County Sheriff Bob Skipper
Portland Police Chief Tom Potter
Gresham Police Chief Art Knorri

December, 1991

PARKS, PERSONNEL, PLANNING, and PUBLIC SAFETY

CONSOLIDATED GOVERNMENT SERVICES REPORT

**of THE CITIZENS' JOINT BUDGET ADVISORY COMMITTEE (JBAC)
City of Gresham Budget Advisory Committee
City of Portland Bureau Advisory Coordinating Committee
Multnomah County Central Citizens' Budget Advisory Committee**

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PARKS, PERSONNEL, PLANNING, & PUBLIC SAFETY
December, 1991

I.

INTRODUCTION

1. The JBAC:

This is the third report of the Citizens' Joint Budget Advisory Committee (JBAC), which is made up of citizen advisors from the cities of Gresham and Portland, and Multnomah County. These citizen advisors are regular members of their respective jurisdictional budgetary and policy review bodies. Individual JBAC members average four and a half years experience with local government budgets, policies, and operations, and the current JBAC represents 66 years of advisory service to local jurisdictions.

2. Participating JBAC Members:

For PORTLAND:

Marc Abrams, Co-Chair
Patrick Donaldson
Rosemary Jane
Michael McElwee
Shirley Donovan

For GRESHAM:

W. Robert Connors
Jerry Gillham

For MULTNOMAH COUNTY:

Dick Levy, Co-Chair
Pat Bozanich
Larry McCagg
Ron Pennington
Paul Eisenberg
Don Church

3. Acknowledgements:

JBAC gratefully acknowledges the technical and professional support of elected officials, public managers and staff, and liaisons with other organizations. Contributing individuals and agencies include:

City of Gresham: Nina Regor, Budget Analyst.

City of Portland: Barbara Clark, Auditor; Linda Dobson, Comm. Lindberg's Office; Chief Tom Potter, PPB; Bob Stacey, Dir. Planning; David Judd, Asst. Dir. Parks; Melinda Peterson, Dir. Personnel; Tim Grewe, Budget Manager; Chrystella Byers, Mindy Feely, and Ruth Roth, Budget Analysts.

Multnomah County: Sheriff Bob Skipper; Gary Blackmer, Auditor; Pam Arden, Comm. Hansen's Office; Curtis Smith, Dir. Personnel; Scott Pemble, Dir. Planning; Charles Cieko, Dir. Parks; Betsey Williams, Asst. Dir. DES; Larry Aab, Sheriff's Office; Dave Warren, Budget Manager; Mark Campbell, Shaun Coldwell, Budget Analysts.

Organizational/Civic Liaisons: Arlene Collins, ASFCME; Blanche Schroeder, Greg Leo, Portland Chamber of Commerce; Jerry Gillham, Gresham Chamber of Commerce; Patrick Donaldson, Citizens' Crime Commission; Charles Hales, METRO Charter Review Committee; Brad Charters, Clackamas County citizen.

JBAC also thanks the staff of the Multnomah County Citizen Involvement Committee for facilitating and coordinating committee activities: John Legry, Executive Director; Gloria Fisher, Carol Ward, legislative and administrative support.

4. Report Review Process:

The fifteen participating JBAC members serve by authorization of their respective jurisdictional organizations. JBAC work is referred to these parent bodies for review and comment prior to formal release.

The Final JBAC Report will reflect any disagreement with findings or recommendations as voiced by parent organizations, as an addendum. The recommendations of the JBAC are solely those of the JBAC members, and reflect an honest and earnest effort to develop countywide solutions to common problems from a general public interest perspective.

II.

PARKS, PERSONNEL, PLANNING, and PUBLIC SAFETY

OBJECTIVE & METHODOLOGY

JOINT CITY/COUNTY BUDGET ADVISORY COMMITTEE OBJECTIVE:

The primary objective of the JBAC is to study the budgets of Gresham, Portland, and Multnomah County to identify and recommend consolidation of administrative and support service provision.

JBAC used the following criteria to develop the recommendations in this report. They are:

1. Cost Savings. Is the total cost of service delivery lowered?
2. Cost Effectiveness. Is this the most effective use of the allocated funds?
3. Effectiveness of Service Delivery. Are those who need the service getting the service they need, when they need it?
4. Cost of Merger of Services With One or More Other Providers. Do the benefits of this change outweigh the financial, administrative and other costs of implementation?
5. Visible and Measurable Significant Impact. Will this change have a meaningful impact on the cost, quality and effectiveness of local government?

6. Elimination of Duplication. Does the proposed consolidation aid reduction of redundant facilities, program positions or services?
7. Public Perception. Will the recommended changes decrease the public perception that local government is top-heavy with management and wasteful of tax money?
8. External Funding Sources. What effect will changes have on the receipt of State and Federal pass-through funds and on grant funding?
9. Legality. Are the proposed changes allowed by applicable law?
10. Local Accountability. Do the recommendations allow for local control of services where desired by area residents?
11. Appropriate Function. Should the government entity be providing this service or performing this function?

As mentioned in its reports of March 11 and May 6, 1991, JBAC is especially sensitive to the issues of "local control," "local access," and "equity." Any effort to consolidate, merge, or regionalize government services must include strong provision for local access (or, where appropriate, local control) as identified by the citizens in each locale. Additionally, ACCOUNTABILITY must be clearly established to encourage citizen ownership of any proposed structure. The twin issues of PUBLIC TRUST and PUBLIC CONFIDENCE must be reflected in any proposed change to existing services, including funding, authority, and/or delivery.

Within the above context, JBAC decided to study "targets of opportunity" - that is, those service areas which appeared on initial review to offer immediate benefits if consolidated, merged, regionalized, or jointly administered. The areas chosen for study are: PARKS, PERSONNEL, PLANNING, and PUBLIC SAFETY.

In order to identify problems or concerns related to restructured service/service delivery opportunities in each of the chosen areas, JBAC:

- Reviewed its own earlier report findings and recommendations;
- Interviewed serving technical and professional staff from each jurisdiction;
- Consulted with budget personnel, independent elected Auditors, and citizens; and,
- Reviewed its information with representatives of large external stakeholders, such as, Chambers of Commerce, Public Employees, METRO, etc..

SUMMARY OF MAJOR RECOMMENDATIONS

From the material gathered, JBAC wrote its findings and recommendations for each area.

A. PARKS: [See pg 6] JBAC is continuing to develop its recommendations in this area. However, JBAC reiterates its earlier recommendation that all local jurisdictions:

- * Work toward a Metropolitan Parks System and efficiency of maintenance.

B. PERSONNEL: [See pgs 7-9]

- * Create a new countywide personnel system which combines Portland, Gresham, and Multnomah County Personnel Departments into one service delivery network.

C. PLANNING: [See pgs 10-12]

- * Planning for urban unincorporated areas within the Urban Service Boundaries of Gresham and Portland should immediately be made the responsibility of the respective cities.
- * Rural Planning for areas outside the Urban Services Boundary should remain the responsibility of the County - in the short term.
- * Preparations should begin immediately to advance a regional authority, or perhaps Metro, that would be responsible for rural and regional planning within the entire region.

D. PUBLIC SAFETY: [See pgs 13-19]

We recommend that consolidation for Portland, Gresham, and Multnomah County support functions in the following areas be actively pursued, beginning as soon as possible:

- * Training (specialized to public safety duties).
- * Report taking, computerized filing and retrieval.
- * Background investigations, computerized information sharing (NCIC or its regional equivalent).
- * Recruiting and hiring.
- * Consolidate patrol functions.

As a first step to consolidation of support functions, each department, on its own, should begin comparing notes and standardizing procedures and forms. JBAC reiterates its earlier recommendation regarding standardizing procedures.

Our ultimate goal is consolidation of all policing services in Multnomah County into one agency.

III.

JBAC SUBCOMMITTEE REPORTS

A. PARKS

PREVIOUS JBAC RECOMMENDATION (March 11, 1991)

[The Joint Committee] believes there is the distinct possibility that the merger of City and County Parks Departments would result in a more efficient use of tax dollars. The Joint Committee further believes that Metro would be the appropriate government to assume control of a broad-based Parks system that would offer the highest level of efficiency and resource allocation."

B. PERSONNEL

PREVIOUS JBAC RECOMMENDATION.

"The Joint Committee feels that this is an area for further study. There may be advantages to consolidating these areas. But there may be some efficiencies that could be applied - without consolidation - to get the work done with fewer FTEs, specifically at the City. Step one must be to get accurate and comparable figures for the City and County and step two should be to try to identify the reasons for the differences."

SUBSEQUENT ACTION:

Since our initial report, members of the JBAC have been briefed by the Directors of the City of Portland and Multnomah County Personnel Offices. We have also received budget information and the available performance data from the Departments' respective Budget offices. We were heartened to learn that the Department Directors were already in the process of comparing functions and of beginning the first steps toward developing more comparable personnel systems between the jurisdictions.

DISCUSSION:

The final form of any consolidation or merger of operations will shape the way in which changes will need to be implemented. As pointed out, the scale of the proposed change affects the process.

Three possible structures can result from a consolidation of functions. One is a totally new unit - one that can preserve the best features of the existing systems and incorporate the most current personnel practices into the new structure. The second is a swap of functions between Departments - e.g. if Multnomah County handles Affirmative Action complaints more effectively, it would be the agency to handle all of those complaints. A third possible structure would fold the Departments together under the current operating system of one of the existing Departments - e.g. personnel from Multnomah County could be transferred to the City of Portland and would be assigned slots in the already structured Department. As direct services are shifted, the administrative services that support them must also be moved.

Several issue areas emerged that will impact all discussions about consolidation. They are: legal considerations such as liability, Federal, State and local laws, ordinances and operating agreements; Personnel issues, including staffing, status and pay differentials; fiscal considerations and funding issues; differences in policies and procedures; differing data systems; and the physical location of equipment and staff. Local control and accountability are also issues of substantial importance in any discussion of this nature.

Based upon information provided by the Department Directors, other data provided by the respective Budget offices and Committee discussion based upon our JBAC Recommendation Criteria, we make the following recommendation:

RECOMMENDATION:

- * **Create a new countywide personnel system which combines Portland, Gresham, and Multnomah County Personnel Departments into one service delivery network, including the personnel functions of public safety agencies (Police, Sheriff, Fire). The smaller jurisdictions could opt in (and should be encouraged to do so) as soon as possible.**

This would be a new system that would be built from the ground up, incorporating the most effective practices of the present departments with the most current thought on personnel administration. It would not be an add-on of one system to another, or a swap of functions. A ~~state-of-the-art~~ agency could be developed combining current management and Human Resources information with the experience of on-the-ground practitioners.

This Agency would act primarily as an **employment agency, with responsibility for recruitment, screening, testing, and training functions.** It would also perform **classification and compensation audits.** It could provide **mediation services** to jurisdictions as an addition to their internal grievance processes, but enforcement of the policies of individual jurisdictions would be left to each member jurisdiction.

Most personnel management functions, including job descriptions, employment applications and procedures, testing standards, training requirements, and ranges of compensation would be standardized.

Employees would be responsible to the individual jurisdictions that hired them. They would be paid and supervised by those jurisdictions.

Data and record-keeping systems would be standardized, but jurisdictions would maintain all files of current employees. Mini personnel offices that would provide job information, applications, testing facilities, and other services would be scattered throughout the County. Applicants could apply at a number of locations for positions in all local jurisdictions.

This agency would be jointly administered by a Board composed of representatives from the elected governing bodies of the involved jurisdictions and an at-large citizen representative appointed by each of those bodies. The Board would hire and supervise the chief administrator, set policy, recommend budgets, and review operations as required.

Although the Agency would be free-standing, its payroll and other physical support services could be provided by Multnomah County or another jurisdiction on an at cost basis.

Agency would be funded by the jurisdictions proportional to their use of Agency services, based upon a comparative workload analysis performed every five years. Special services would be provided on a cost basis.

ANTICIPATED BENEFITS:

- * Centralized information system with consistent policies, processes and procedures.
- * Easier applicant access and greater simplicity in applying for positions.
- * Shared recruitment and other administrative costs.
- * Improved Affirmative Action, as recruitment activity is focused.
- * Access to a more diverse applicant population for many jurisdictions.
- * Creation of a larger applicant pool for small jurisdictions.
- * Higher cost/benefit ratio as duplication of functions and systems is diminished.
- * Elimination of turf issues which could plague efforts to merge one existing structure into another.
- * New staffing patterns and enhanced opportunities for employee productivity and innovation will be created.
- * Policy control and administrative responsibility is retained by elected officials and citizens.
- * Provides a model for further regionalization of service delivery.

QUESTIONS FOR FURTHER STUDY:

The Committee did not have the resources to address many of the legal considerations that would be involved in the creation of the proposed Agency, including whether it could act as jurisdictional representative in collective bargaining situations. The distribution of liability in grievance proceedings also needs to be evaluated.

C. LAND USE PLANNING.

PREVIOUS JBAC RECOMMENDATION (11 March 1991)

"Combining the two agencies (City of Portland, Multnomah County Planning Agencies) could enhance economies of scale by merging administrative and clerical functions now required to support two separate agencies. There are at least two ways to effectuate consolidation: combine the County and City of Portland Planning Agencies, or split the County Planning Agency between Portland and Gresham. Under the latter proposal, Portland would be responsible for all unincorporated within its urban services boundary and to the west, and Gresham could handle all unincorporated areas within its urban services area and to the east. Despite political resistance, consolidation has clear benefits."

SUBSEQUENT ACTION: Subsequent to the March, 1991 report, the JBAC has discussed the characteristics of planning in the metropolitan area and potential planning consolidation issues with representatives of both the City and County planning departments. We have also reviewed budget information and performance data from each jurisdiction.

MAJOR ISSUES:

The discussion of planning consolidation in the Metropolitan area is framed by important issues that deserve consideration. We believe that these issues include the following:

* **City and County planning departments are markedly different.** The differences stem in part from State of Oregon governing statutes which require a separate focus for City and County planning efforts and mean that any potential consolidation must be reviewed for legal implications. However, while ultimate decision-making authority may not be easily shifted between planning jurisdictions, administration and planning functions can be contracted between agencies. In addition, the different focus means that, in certain areas, specialized planning experience has been built up within a particular planning agency and may not be easily transferred.

* **Many planning functions, especially those that overarch jurisdictional boundaries, may be best handled by a regional authority.** The only existing government entity with a regional focus is the Metropolitan Service District (Metro). However, before any such transfer of planning function is implemented, Metro must have the staffing, funding, and legal authority.

* The staff size and budget of various planning departments in the metropolitan area vary widely. For example, the County Planning Department currently staffs nine positions and requires a budget of \$438,175; the City of Portland Planning Bureau has 60 positions and a total budget of almost \$4,000,000. This disparity means that even complete consolidation of these departments would likely result in minimal real cost savings.

* Salary and benefits are generally higher within Portland's personnel cost structure than for equivalent positions at the County. For example we studied the wholesale consolidation of the County Planning Department to within the Portland Planning Bureau. This hypothetical consolidation resulted in a \$18,000 increase in personnel costs, not including real property cost implications of such a move.

* Any proposal to consolidate Cities/County planning functions raises legitimate issues of local control. For example, it is unlikely that residents of rural Multnomah County would appreciate the transfer of planning authority to an adjacent City in which they have little political involvement.

* A significant amount of coordination already exists between the planning departments of Gresham and Portland, and Multnomah County. Currently, the Portland Planning Bureau processes Multnomah County zone changes, while Gresham administers building inspections for the County east of 162nd Avenue. It may be easier and less costly to build upon this existing cooperation than to re-create it.

RECOMMENDATIONS:

The Joint Committee's recommendations are based upon the premise that long-term, rural planning, and jurisdiction over planning issues of region-wide significance should rest with Metro or an alternative regional planning authority. Short term consolidation moves should support and facilitate this long-term goal. Our recommendations are as follows:

* Planning for urban unincorporated areas within the Urban Service Boundaries of Gresham and Portland should immediately be made the responsibility of the respective cities.

* Rural Planning for areas outside the Urban Services Boundary should remain the responsibility of the County - in the short term.

* Preparations should begin immediately to advance a regional authority -- or facilitate the role of Metro -- that would be responsible for rural and regional planning within the entire region.

DISCUSSION:

The JBAC planning subcommittee conducted a detailed examination of four separate planning consolidation options:

1. Shift All County Planning Functions to Portland.
2. Retain the Current Configuration of Planning with Short-term Improvements.
3. Shift Rural and Regional Planning to Metro.
4. Split All County Planning Functions Between Portland and Gresham.

Each of these options was evaluated according to the criteria identified by the JBAC. Most of the evaluation criteria pointed to the value of ultimately shifting most County planning functions to another jurisdiction. However, we are also convinced of the long-term value of an effective regional planning authority to handle issues of region-wide significance, as well as, rural administrative planning functions. Therefore, with this as the ultimate goal, it makes little sense to displace planning functions from the County - and incur the concomitant cost and effort of reorganization - only to have this function shifted again when a regional authority has been readied.

EVALUATION MATRIX:

Evaluation Criteria	1	2	3	
	Split County urban planning between Portland and Gresham	Portland sole Planning Dept. (Interim Solution)	Regional Plg. to METRO, reconfigure remainder	Portland and Gresham Planning Departments
1. Cost Savings		\$13,000 increase	unkown	unknown
2. Cost Effectiveness	No change	No change	Potential for more and less	No change
3. Effectiveness of Service Delivery	No change	No change	Less local access	More local access
4. Cost of Merger of Services	NA	unknown	unknown	unknown
5. Visual and Measurable Impact	None	None	Relatively High	Moderate
6. Elimination of Duplication		Administration		Administration
	Natural Areas Planning	Natural Areas Planning	Natural Areas Planning	
7. Public Perception	None	None	Relatively High	Moderate
8. External Funding Sources	None except for the potential to provide urban level of service only if area residents pay for that level			
9. Legality	NA	No issue	Requires legal change.	No issue
10. Local Accountability	NA	Perceived as less	Less	Perceived as more.
11. Should government do it?	Issue for further discussion	Issue for further discussion	Issue for further discussion	Issue for further discussion

D. PUBLIC SAFETY

PREVIOUS JBAC RECOMMENDATION (MAY 6, 1991)

"Recommendations from the City Auditor and from the Citizens Crime Commission already exist. These recommendations should either be implemented by the City or the failure to implement should be justified."

"Community policing: Community policing has clearly come of age in the Metropolitan area. ...The Joint Committee supports Community Policing and wishes to see more resources allocated to providing direct services at the community level."

SUBSEQUENT ACTION:

Acknowledgements: During our study and discussion phase we received significant cooperation from chief law enforcement officers, budget officers and analysts, and technical staff as individually cited in this report's general acknowledgements. This assistance allowed us to take a more detailed look at the operation of bureau/departments we studied, and to ask questions of the experts face-to-face. We want to emphasize that our study would have been impossible without such cooperation, and we hope this level of cooperation can become the springboard for implementation of the changes we recommend.

We discussed local public safety patrol service delivery and opted to concentrate on the administrative and support services involved in the delivery of patrol services as a place to start. For purposes of this report, we focused on the police departments of the Cities of Gresham and Portland, and on the Multnomah County Sheriff's Office. Inevitably, discussion of patrol services occurred, and we have included our recommendations regarding consolidation of patrol services as well.

At the end of the report is a model of consolidated administration/support services delivery which we feel ought to be studied seriously for its workability and timeliness. This model, as we understand it, was first proposed in the Model Cities context by Edna Robertson of Portland's Northeast Neighborhood District Coalition; Portland Police Chief Tom Potter also discussed this model with the JBAC.

Rationale for study of support services:

Significant concern exists about overlap of patrol services, confusion about who the appropriate service provider is in a "border" area, and the creation of a "crack through which crime falls." We believe patrol services can, and should be consolidated into one agency serving the entire county. However, this subject has proved the undoing of many who preceded us.

The elected officials of Gresham, Fairview, Troutdale, Wood Village, Portland, and Multnomah County have been meeting regularly for several months. We understand they are discussing consolidation of patrol services. This is a much-studied and almost-implemented-in-the-past area. We decided to look at something less-studied, but with more similarities than differences between departments, because we believe true consolidation begins with reducing duplication where similarities exist.

Support services have significant similarities in function (what is done) and some similarities in form (how it is done) between agencies. Therefore, we chose to study these similarities. If support service delivery can be made more efficient and/or more effective, we feel the citizens of the jurisdictions involved will be better served. "Service to the citizens who pay the bills must be the number one priority of local government, whether City, County or State: public safety includes the concept and practice of service to the community." ["Public Safety in the Metropolitan Area," A Report by the Citizens' Committee on City/County Services Consolidation, May 6, 1991, Page 3].

The JBAC believes that new concepts about regional policing will produce administrative efficiencies. We set off in search of those new concepts. We also believe that differences in style, philosophy, and methods should never be a reason for not attempting consolidation. The differences simply point out where work needs to be done, not that it shouldn't be undertaken at all!

Using the dictum "form follows function," we looked for areas where similarities might exist in function because the end result (form) looks the same.

We found:

- * Some administrative support functions can probably be consolidated without concomitant service mergers.
- * Some administrative support services consolidations would automatically follow service delivery consolidations (i.e. payroll follows if patrol merges), but don't easily precede them.
- * The basic training requirements for patrol officers must have significant similarities, since their goal is to produce a patrol officer.
- * Background investigation procedures produce similar results; their processes may be similar.
- * The process of report taking has the potential to be standardized, especially when all reports feed into a regional data base (NCIC or its regional equivalent).
- * The personnel functions of recruiting and hiring all produce the same result: a patrol officer; therefore, they must have many similar elements.

With information received from the three budget offices, Chart "A", Appendix I, was developed to compare support services as described by the departments providing them.

In generating this chart, it was interesting to note that, while the listings are probably not comprehensive, similarities were easy to find in many functions. For example, all departments prepare budgets, separately, although only one department lists that as a function. All departments develop and implement policy, separately. All departments are engaged in community policing planning, separately. All departments recruit, hire and train, separately. All departments maintain a records and information system, separately. All departments purchase and maintain fleet and equipment, separately. Where such similarities of function exist, consolidation is possible and should be pursued.

Based on the comparisons available with Chart A, Appendix I, the similarities in support functions become obvious. So, what's the next step? If these three agencies are duplicating functions, as Chart A shows, can they get together and perform the same functions more efficiently and more effectively? Should they?

We believe the answer to both questions is: "Yes!"

RECOMMENDATIONS:

We recommend that consolidation under a regional administration of the following areas be actively pursued, beginning as soon as possible:

- * Training, specialized to public safety duties.
- * Report taking, computerized filing and retrieval.
- * Background investigations, computerized information sharing (NCIC or its regional equivalent).
- * Recruiting and hiring, specialized to public safety duties.
- * Consolidate patrol communications planning and functions.

As a first step to consolidation of support functions, the departments should begin comparing notes and standardizing procedures and forms. JBAC reiterates its earlier recommendation regarding standardizing procedures as a "worthy goal that can be achieved while maintaining the autonomy of individual service units. Standardization will require greater cooperation between policing agencies, but will result in more uniform action and a potentially higher level of service for most providers and recipients...[and] whether a true consolidation ever occurs, this kind of cooperation will increase service delivery quantity and quality." ["Public Safety...JBAC report, May 6, 1991, pages 7-8].

If different forms of policing are required for urban and rural areas, then it may make sense to have two police forces in Multnomah County, one urban and one rural. However, JBAC finds that there is no rationale for three police forces, all of which operate in the urban area.

DISCUSSION:

Community Policing, local access and accountability.

Maintaining local access to public safety services continues to be a concern. Will service delivery be provided by anonymous officers who have little or no reason to care about the area in which they work beyond the eight hours per day they spend there? Will people of the area be numbers, auto licenses, addresses, problems (drug house on the next block) to the officers who work in the area? What happens when a disgruntled citizen cannot find anyone who will acknowledge accountability for service shortcomings? Where does such a person go now? How can the citizen's access to truly accountable bureau managers and elected officials be insured if services come from a "mega agency?"

JBAC feels that this issue is both a local access and a community policing issue, and that any consolidation of patrol services must address these issues in planning and implementation. And, since planning for community policing is an administrative support function, all three agencies should combine their community policing planning efforts now, regardless of differences in style in delivering the service.

Both the City of Portland and Multnomah County indicate they allocate resources to dealing with incidents, meetings, media, and the public now. Even though it wasn't listed, Gresham probably does also. Since all three agencies are currently doing public relations and public education functions, it makes sense that those functions should be coordinated at the very least, consolidated eventually. Public relations programs relating to crime prevention, block safety, and others, have common elements regardless of where the program exists. We urge the Police Departments of the Cities of Gresham and Portland, and the Multnomah County Sheriff, to begin now to coordinate public relations and public education functions, with the eventual goal of consolidation of these functions.

Similarly, a county-wide process for dealing with citizen public safety concerns should be developed as part of the county-wide community policing planning effort, so that none of the people who pay the bills find themselves left out of the complaint resolution loop. Citizens need to know, unequivocally, to whom they can turn when problems arise with the public safety services they receive. Therefore, we recommend that immediate steps be taken to coordinate the process of complaint resolution, with the eventual goal of consolidation of all complaint resolution functions within one county-wide agency.

Differences in style.

JBAC recognizes that substantive differences in community policing style exist. While the Sheriff's Office has been very successful with "programmatic" community policing (identify area, develop intense strategies for the area, put them in place and monitor results), the Portland Police Bureau and Gresham Police Department are attempting to institute "wholistic" community policing (meaning redefining the cultural values of policing from crisis-oriented reaction to problem identification and resolution). JBAC believes that both ways of doing community policing work should be implemented now, throughout the county, because they are, in fact, complimentary in nature.

Other differences in style can be worked out, and they should be. On many of these issues, it's not a question of right and wrong, but of preference. In the spirit of giving the customers the best value they can buy, it would be a good idea for all three agencies to develop a mechanism to resolve stylistic differences quickly and quietly. The issue of what color uniform should never again be listed as a reason "why not" for anything!

Interdepartmental communication.

The capacity of local police agencies to communicate with themselves, each other, and other public safety providers is also in question. The City of Portland is installing an 800mhz radio system. Does the Multnomah County Sheriff plan to participate in that system? What about the City of Gresham? And Gresham is investigating developing their own dispatch system. How would an area-wide disaster be handled, such as occurred in Oakland recently? Whether these departments eventually consolidate or not, they must communicate with each other in a manner that makes sharing information and assistance as easy for them as for a fleeing felon to cross jurisdictional lines.

The present lack of coordination also makes a compelling argument for total consolidation of public safety services into one agency serving all of Multnomah County, and sooner rather than later.

Use of sworn officers versus non-sworn personnel.

JBAC believes very strongly that many positions, especially in the administrative support services area, could be filled with non-sworn personnel where sworn officers are presently used. This would automatically create some "extra" patrol officers, without spending nearly as much money as we've been told it takes to hire and train officers. These officers are already trained. Let's get them out from behind desks and into the community, where they are so sorely needed.

Once major administrative support functions are consolidated there will be fewer positions available. Then is the logical time to return sworn officers to community duty and re-configure the personnel requirement after consolidation, using non-sworn personnel whenever possible. Many functions are now handled entirely by telephone, especially report-taking. There is no benefit, perceived or otherwise, to having the person who takes the call be a sworn officer, wearing a uniform. The same professionalism expected of sworn officers can be instilled in non-sworn personnel through careful selection and thorough training.

REGIONAL ADMINISTRATION OF LOCAL SERVICE MODEL:

Here's an example of how the regional administration of the local service idea might look:

Regional administration for:

- * Police
- * Jails
- * Courts
- * District Attorney
- * Corrections
- * Community Corrections
- * Fire
- * Emergency communication (911) (non-local dispatch site)
- * Restitution centers

Includes these services:

- * Personnel, including recruiting and hiring, specialized to public safety duties
- * Benefits administration
- * Payroll
- * Records (crime records and departmental records)
- * Training, specialized to public safety duties, and including cross training between all service delivery areas
- * Purchasing and stores
- * Uniforms and equipment
- * Fleet maintenance
- * Service contract maintenance
- * Coordinated community outreach, including media contacts, comprehensive plan developed cooperatively between Community Service Centers, and central administration
- * Risk management, loss control

Localized services located at a Community Service Center including:

- * Neighborhood District Coalition Office, including anti-gang team, refugee coordinator, translators for non-English speaking residents, liaisons for State and Federal elected representatives.**
- * Local crime prevention teams: police officers stationed at center and doing patrol services from center; personnel to take reports about non-emergency situations, give advice about safety precautions, assist with block watch program.**
- * Fire station (main station; others would be needed but this one would house disaster response equipment, HazMat response team, EMT 4 team, neighborhood fire safety coordinator).**
- * District Attorney satellite office.**
- * Community Corrections Officer.**
- * Regional health and welfare services satellite office (provides all general services such as Food Stamps and ADC caseworkers, well-child and walk-in medical care clinic, HAP and other housing help, State of Oregon employment help, CSD caseworkers; collegial atmosphere with cross-training and all-service staff meetings regularly).**
- * Neighborhood parks management, especially youth-at-risk recreation programs.**
- * Jurisdictional personnel officer.**

IV.

CONCLUSION

JBAC encourages the elected leadership of Multnomah County jurisdictions to address a countywide agenda for governmental services and service delivery.

JBAC supports the broadest possible citizen advisory/involvement process to design and develop ownership for a countywide system of government service delivery, support, and administration.

In the long-term, each change made now should be made with a general vision of countywide services. Unfortunately, that vision does not currently exist.

Therefore, JBAC encourages the elected leadership to work formally with a countywide, interjurisdictional task force, composed of membership drawn from organizational and individual stakeholders around the county.

This countywide task force will use an open-focus strategy, characterized by an unlimited consortium of existing citizen organizations, such as, Chambers of Commerce, Labor Unions, Citizen Participation Organizations, etc., rather than a coalition chosen by elected leadership or its delegates. This broadly-based citizen involvement approach to problem solving has had great success in other regions of the country in resolving long-standing service issues, providing elected policymakers with unparalleled citizen ownership of solutions.

The need for an early, integrated, and comprehensive approach to countywide service issues is paramount to reinvigorated, healthy, and responsive government throughout Multnomah County.

Respectfully submitted,

CITIZENS' JOINT BUDGET ADVISORY COMMITTEE

CC: Neighborhoods - Gresham/Portland
Granges
Auditors: Clark and Blackmer

Community Groups
METRO
Press List

APPENDIX I

Chart A

COMPARISON OF SUPPORT SERVICES PROVIDED BY THE MULTNOMAH COUNTY SHERIFF AND THE POLICE DEPARTMENTS OF THE CITIES OF PORTLAND AND GRESHAM (Chart #A)

Multnomah County Sheriff	City of Portland Bureau of Police	City of Gresham Police Department
(1) Services Branch Administration Coordinates staff and services Develops and implements policy Develops and maintains contact with other agencies	(1) Administration Provides leadership Manages Develops and implements policy Provides internal control Control loss, risk	(1) Administration Manages growth and development Serves as liaison with outside agencies Prepares budget Conducts planning and research Planning wholistic community policing approach Conducts feasibility study of City-operated dispatch system
(2) Personnel (includes both General Fund budget allocation and monies from Inverness Jail levy for corrections officers) Manage employees Fill positions Conduct interviews	(2) Personnel Minority recruiting	(2) Personnel development
(3) Training Deputies Corrections Officers Firing range certification Manage incentive program	(3) Training	(3) Training for staff Refinement of inservice training to reduce liability
(4) Fiscal management (includes both general fund budget and Inverness Jail monies) Track funds Study policy issues Track, maintain contracts	(4) Fiscal Accounts payable transactions	(4) Fiscal Prepare budget (1) Develop and monitor service contracts
(5) Police records/info Maintain computer network, including ISD, Wang and terminals Process reports Check NCIC records Process requests for information Respond to telephone calls	(5) Police records/info Data processing Misdemeanors processed Incident reports received	(5) Police records and info systems
(6) Equipment Provide facilities support Administer and maintain fleet Purchase supplies and equipment Manage stolen property Store and distribute supplies and equipment	(6) Equipment Manage facilities and fleet Issue uniforms and equipment	(6) Equipment Purchasing and procurement

NOTE: An expanded chart A will be included in final printed report -
Approx. Dec. 15, 1991

**Consolidated
Government Services Report**

of the

**Citizens' Joint
Budget Advisory Committee (JBAC)**

City of Gresham Budget Advisory Committee
City of Portland Bureau Advisory Coordinating Committee
Multnomah County Central Citizen Budget Advisory Committee

**Parks, Personnel, Planning,
and
Public Safety**

Presented to:

Mayor Gussie McRoberts & Gresham City Council
Mayor J.E. Bud Clark & Portland City Council
Chair Gladys McCoy & Multnomah County Board of Commissioners
Multnomah County Sheriff Bob Skipper
Portland Police Chief Tom Potter
Gresham Police Chief Art Knorri

December, 1991

PARKS, PERSONNEL, PLANNING, and PUBLIC SAFETY

CONSOLIDATED GOVERNMENT SERVICES REPORT

**of THE CITIZENS'JOINT BUDGET ADVISORY COMMITTEE (JBAC)
City of Gresham Budget Advisory Committee
City of Portland Bureau Advisory Coordinating Committee
Multnomah County Central Citizens' Budget Advisory Committee**

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PARKS, PERSONNEL, PLANNING, & PUBLIC SAFETY
December, 1991

I.

INTRODUCTION

1. The JBAC:

This is the third report of the Citizens' Joint Budget Advisory Committee (JBAC), which is made up of citizen advisors from the cities of Gresham and Portland, and Multnomah County. These citizen advisors are regular members of their respective jurisdictional budgetary and policy review bodies. Individual JBAC members average four and a half years experience with local government budgets, policies, and operations, and the current JBAC represents 66 years of advisory service to local jurisdictions.

2. Participating JBAC Members:

For PORTLAND:

Marc Abrams, Co-Chair
Patrick Donaldson
Rosemary Jane
Michael McElwee
Shirley Donovan

For GRESHAM:

W. Robert Connors
Jerry Gillham

For MULTNOMAH COUNTY:

Dick Levy, Co-Chair
Pat Bozanich
Larry McCagg
Ron Pennington
Paul Eisenberg
Don Church

3. Acknowledgements:

JBAC gratefully acknowledges the technical and professional support of elected officials, public managers and staff, and liaisons with other organizations. Contributing individuals and agencies include:

City of Gresham: Nina Regor, Budget Analyst.

City of Portland: Barbara Clark, Auditor; Linda Dobson, Comm. Lindberg's Office; Chief Tom Potter, PPB; Bob Stacey, Dir. Planning; David Judd, Asst. Dir. Parks; Melinda Peterson, Dir. Personnel; Tim Grewe, Budget Manager; Chrystella Byers, Mindy Feely, and Ruth Roth, Budget Analysts.

Multnomah County: Sheriff Bob Skipper; Gary Blackmer, Auditor; Pam Arden, Comm. Hansen's Office; Curtis Smith, Dir. Personnel; Scott Pemble, Dir. Planning; Charles Cieko, Dir. Parks; Betsey Williams, Asst. Dir. DES; Larry Aab, Sheriff's Office; Dave Warren, Budget Manager; Mark Campbell, Shaun Coldwell, Budget Analysts.

Organizational/Civic Liaisons: Arlene Collins, ASFCME; Blanche Schroeder, Greg Leo, Portland Chamber of Commerce; Jerry Gillham, Gresham Chamber of Commerce; Patrick Donaldson, Citizens' Crime Commission; Charles Hales, METRO Charter Review Committee; Brad Charters, Clackamas County citizen.

JBAC also thanks the staff of the Multnomah County Citizen Involvement Committee for facilitating and coordinating committee activities: John Legry, Executive Director; Gloria Fisher, Carol Ward, legislative and administrative support.

4. Report Review Process:

The fifteen participating JBAC members serve by authorization of their respective jurisdictional organizations. JBAC work is referred to these parent bodies for review and comment prior to formal release.

The Final JBAC Report will reflect any disagreement with findings or recommendations as voiced by parent organizations, as an addendum. The recommendations of the JBAC are solely those of the JBAC members, and reflect an honest and earnest effort to develop countywide solutions to common problems from a general public interest perspective.

II.

PARKS, PERSONNEL, PLANNING, and PUBLIC SAFETY

OBJECTIVE & METHODOLOGY

JOINT CITY/COUNTY BUDGET ADVISORY COMMITTEE OBJECTIVE:

The primary objective of the JBAC is to study the budgets of Gresham, Portland, and Multnomah County to identify and recommend consolidation of administrative and support service provision.

JBAC used the following criteria to develop the recommendations in this report. They are:

1. **Cost Savings.** Is the total cost of service delivery lowered?
2. **Cost Effectiveness.** Is this the most effective use of the allocated funds?
3. **Effectiveness of Service Delivery.** Are those who need the service getting the service they need, when they need it?
4. **Cost of Merger of Services With One or More Other Providers.** Do the benefits of this change outweigh the financial, administrative and other costs of implementation?
5. **Visible and Measurable Significant Impact.** Will this change have a meaningful impact on the cost, quality and effectiveness of local government?

6. Elimination of Duplication. Does the proposed consolidation aid reduction of redundant facilities, program positions or services?
7. Public Perception. Will the recommended changes decrease the public perception that local government is top-heavy with management and wasteful of tax money?
8. External Funding Sources. What effect will changes have on the receipt of State and Federal pass-through funds and on grant funding?
9. Legality. Are the proposed changes allowed by applicable law?
10. Local Accountability. Do the recommendations allow for local control of services where desired by area residents?
11. Appropriate Function. Should the government entity be providing this service or performing this function?

As mentioned in its reports of March 11 and May 6, 1991, JBAC is especially sensitive to the issues of "local control," "local access," and "equity." Any effort to consolidate, merge, or regionalize government services must include strong provision for local access (or, where appropriate, local control) as identified by the citizens in each locale. Additionally, ACCOUNTABILITY must be clearly established to encourage citizen ownership of any proposed structure. The twin issues of PUBLIC TRUST and PUBLIC CONFIDENCE must be reflected in any proposed change to existing services, including funding, authority, and/or delivery.

Within the above context, JBAC decided to study "targets of opportunity" - that is, those service areas which appeared on initial review to offer immediate benefits if consolidated, merged, regionalized, or jointly administered. The areas chosen for study are: PARKS, PERSONNEL, PLANNING, and PUBLIC SAFETY.

In order to identify problems or concerns related to restructured service/service delivery opportunities in each of the chosen areas, JBAC:

- Reviewed its own earlier report findings and recommendations;
- Interviewed serving technical and professional staff from each jurisdiction;
- Consulted with budget personnel, independent elected Auditors, and citizens; and,
- Reviewed its information with representatives of large external stakeholders, such as, Chambers of Commerce, Public Employees, METRO, etc..

SUMMARY OF MAJOR RECOMMENDATIONS

From the material gathered, JBAC wrote its findings and recommendations for each area.

A. PARKS: [See pg 6] JBAC is continuing to develop its recommendations in this area. However, JBAC reiterates its earlier recommendation that all local jurisdictions:

- * Work toward a Metropolitan Parks System and efficiency of maintenance.

B. PERSONNEL: [See pgs 7-9]

- * Create a new countywide personnel system which combines Portland, Gresham, and Multnomah County Personnel Departments into one service delivery network.

C. PLANNING: [See pgs 10-12]

- * Planning for urban unincorporated areas within the Urban Service Boundaries of Gresham and Portland should immediately be made the responsibility of the respective cities.
- * Rural Planning for areas outside the Urban Services Boundary should remain the responsibility of the County - in the short term.
- * Preparations should begin immediately to advance a regional authority, or perhaps Metro, that would be responsible for rural and regional planning within the entire region.

D. PUBLIC SAFETY: [See pgs 13-19]

We recommend that consolidation for Portland, Gresham, and Multnomah County support functions in the following areas be actively pursued, beginning as soon as possible:

- * Training (specialized to public safety duties).
- * Report taking, computerized filing and retrieval.
- * Background investigations, computerized information sharing (NCIC or its regional equivalent).
- * Recruiting and hiring.
- * Consolidate patrol functions.

As a first step to consolidation of support functions, each department, on its own, should begin comparing notes and standardizing procedures and forms. JBAC reiterates its earlier recommendation regarding standardizing procedures.

Our ultimate goal is consolidation of all policing services in Multnomah County into one agency.

III.

JBAC SUBCOMMITTEE REPORTS

A. PARKS

PREVIOUS JBAC RECOMMENDATION (March 11, 1991)

[The Joint Committee] believes there is the distinct possibility that the merger of City and County Parks Departments would result in a more efficient use of tax dollars. The Joint Committee further believes that Metro would be the appropriate government to assume control of a broad-based Parks system that would offer the highest level of efficiency and resource allocation."

B. PERSONNEL

PREVIOUS JBAC RECOMMENDATION.

"The Joint Committee feels that this is an area for further study. There may be advantages to consolidating these areas. But there may be some efficiencies that could be applied - without consolidation - to get the work done with fewer FTEs, specifically at the City. Step one must be to get accurate and comparable figures for the City and County and step two should be to try to identify the reasons for the differences."

SUBSEQUENT ACTION:

Since our initial report, members of the JBAC have been briefed by the Directors of the City of Portland and Multnomah County Personnel Offices. We have also received budget information and the available performance data from the Departments' respective Budget offices. We were heartened to learn that the Department Directors were already in the process of comparing functions and of beginning the first steps toward developing more comparable personnel systems between the jurisdictions.

DISCUSSION:

The final form of any consolidation or merger of operations will shape the way in which changes will need to be implemented. As pointed out, the scale of the proposed change affects the process.

Three possible structures can result from a consolidation of functions. One is a totally new unit - one that can preserve the best features of the existing systems and incorporate the most current personnel practices into the new structure. The second is a swap of functions between Departments - e.g. if Multnomah County handles Affirmative Action complaints more effectively, it would be the agency to handle all of those complaints. A third possible structure would fold the Departments together under the current operating system of one of the existing Departments - e.g. personnel from Multnomah County could be transferred to the City of Portland and would be assigned slots in the already structured Department. As direct services are shifted, the administrative services that support them must also be moved.

Several issue areas emerged that will impact all discussions about consolidation. They are: legal considerations such as liability, Federal, State and local laws, ordinances and operating agreements; Personnel issues, including staffing, status and pay differentials; fiscal considerations and funding issues; differences in policies and procedures; differing data systems; and the physical location of equipment and staff. Local control and accountability are also issues of substantial importance in any discussion of this nature.

Based upon information provided by the Department Directors, other data provided by the respective Budget offices and Committee discussion based upon our JBAC Recommendation Criteria, we make the following recommendation:

RECOMMENDATION:

- * **Create a new countywide personnel system which combines Portland, Gresham, and Multnomah County Personnel Departments into one service delivery network, including the personnel functions of public safety agencies (Police, Sheriff, Fire). The smaller jurisdictions could opt in (and should be encouraged to do so) as soon as possible.**

This would be a new system that would be built from the ground up, incorporating the most effective practices of the present departments with the most current thought on personnel administration. It would not be an add-on of one system to another, or a swap of functions. A **state-of-the-art** agency could be developed combining current management and Human Resources information with the experience of on-the-ground practitioners.

This Agency would act primarily as an **employment agency, with responsibility for recruitment, screening, testing, and training functions.** It would also perform **classification and compensation audits.** It could provide **mediation services** to jurisdictions as an addition to their internal grievance processes, but enforcement of the policies of individual jurisdictions would be left to each member jurisdiction.

Most personnel management functions, including job descriptions, employment applications and procedures, testing standards, training requirements, and ranges of compensation would be standardized.

Employees would be responsible to the individual jurisdictions that hired them. They would be paid and supervised by those jurisdictions.

Data and record-keeping systems would be standardized, but jurisdictions would maintain all files of current employees. Mini personnel offices that would provide job information, applications, testing facilities, and other services would be scattered throughout the County. Applicants could apply at a number of locations for positions in all local jurisdictions.

This agency would be jointly administered by a Board composed of representatives from the elected governing bodies of the involved jurisdictions and an at-large citizen representative appointed by each of those bodies. The Board would hire and supervise the chief administrator, set policy, recommend budgets, and review operations as required.

Although the Agency would be free-standing, its payroll and other physical support services could be provided by Multnomah County or another jurisdiction on an at cost basis.

Agency would be funded by the jurisdictions proportional to their use of Agency services, based upon a comparative workload analysis performed every five years. Special services would be provided on a cost basis.

ANTICIPATED BENEFITS:

- * Centralized information system with consistent policies, processes and procedures.
- * Easier applicant access and greater simplicity in applying for positions.
- * Shared recruitment and other administrative costs.
- * Improved Affirmative Action, as recruitment activity is focused.
- * Access to a more diverse applicant population for many jurisdictions.
- * Creation of a larger applicant pool for small jurisdictions.
- * Higher cost/benefit ratio as duplication of functions and systems is diminished.
- * Elimination of turf issues which could plague efforts to merge one existing structure into another.
- * New staffing patterns and enhanced opportunities for employee productivity and innovation will be created.
- * Policy control and administrative responsibility is retained by elected officials and citizens.
- * Provides a model for further regionalization of service delivery.

QUESTIONS FOR FURTHER STUDY:

The Committee did not have the resources to address many of the legal considerations that would be involved in the creation of the proposed Agency, including whether it could act as jurisdictional representative in collective bargaining situations. The distribution of liability in grievance proceedings also needs to be evaluated.

C. LAND USE PLANNING.

PREVIOUS JBAC RECOMMENDATION (11 March 1991)

"Combining the two agencies (City of Portland, Multnomah County Planning Agencies) could enhance economies of scale by merging administrative and clerical functions now required to support two separate agencies. There are at least two ways to effectuate consolidation: combine the County and City of Portland Planning Agencies, or split the County Planning Agency between Portland and Gresham. Under the latter proposal, Portland would be responsible for all unincorporated within its urban services boundary and to the west, and Gresham could handle all unincorporated areas within its urban services area and to the east. Despite political resistance, consolidation has clear benefits."

SUBSEQUENT ACTION: Subsequent to the March, 1991 report, the JBAC has discussed the characteristics of planning in the metropolitan area and potential planning consolidation issues with representatives of both the City and County planning departments. We have also reviewed budget information and performance data from each jurisdiction.

MAJOR ISSUES:

The discussion of planning consolidation in the Metropolitan area is framed by important issues that deserve consideration. We believe that these issues include the following:

* **City and County planning departments are markedly different.** The differences stem in part from State of Oregon governing statutes which require a separate focus for City and County planning efforts and mean that any potential consolidation must be reviewed for legal implications. However, while ultimate decision-making authority may not be easily shifted between planning jurisdictions, administration and planning functions can be contracted between agencies. In addition, the different focus means that, in certain areas, specialized planning experience has been built up within a particular planning agency and may not be easily transferred.

* **Many planning functions, especially those that overarch jurisdictional boundaries, may be best handled by a regional authority.** The only existing government entity with a regional focus is the Metropolitan Service District (Metro). However, before any such transfer of planning function is implemented, Metro must have the staffing, funding, and legal authority.

* The staff size and budget of various planning departments in the metropolitan area vary widely. For example, the County Planning Department currently staffs nine positions and requires a budget of \$438,175; the City of Portland Planning Bureau has 60 positions and a total budget of almost \$4,000,000. This disparity means that even complete consolidation of these departments would likely result in minimal real cost savings.

* Salary and benefits are generally higher within Portland's personnel cost structure than for equivalent positions at the County. For example we studied the wholesale consolidation of the County Planning Department to within the Portland Planning Bureau. This hypothetical consolidation resulted in a \$18,000 increase in personnel costs, not including real property cost implications of such a move.

* Any proposal to consolidate Cities/County planning functions raises legitimate issues of local control. For example, it is unlikely that residents of rural Multnomah County would appreciate the transfer of planning authority to an adjacent City in which they have little political involvement.

* A significant amount of coordination already exists between the planning departments of Gresham and Portland, and Multnomah County. Currently, the Portland Planning Bureau processes Multnomah County zone changes, while Gresham administers building inspections for the County east of 162nd Avenue. It may be easier and less costly to build upon this existing cooperation than to re-create it.

RECOMMENDATIONS:

The Joint Committee's recommendations are based upon the premise that long-term, rural planning, and jurisdiction over planning issues of region-wide significance should rest with Metro or an alternative regional planning authority. Short term consolidation moves should support and facilitate this long-term goal. Our recommendations are as follows:

* Planning for urban unincorporated areas within the Urban Service Boundaries of Gresham and Portland should immediately be made the responsibility of the respective cities.

* Rural Planning for areas outside the Urban Services Boundary should remain the responsibility of the County - in the short term.

* Preparations should begin immediately to advance a regional authority -- or facilitate the role of Metro -- that would be responsible for rural and regional planning within the entire region.

DISCUSSION:

The JBAC planning subcommittee conducted a detailed examination of four separate planning consolidation options:

1. Shift All County Planning Functions to Portland.
2. Retain the Current Configuration of Planning with Short-term Improvements.
3. Shift Rural and Regional Planning to Metro.
4. Split All County Planning Functions Between Portland and Gresham.

Each of these options was evaluated according to the criteria identified by the JBAC. Most of the evaluation criteria pointed to the value of ultimately shifting most County planning functions to another jurisdiction. However, we are also convinced of the long-term value of an effective regional planning authority to handle issues of region-wide significance, as well as, rural administrative planning functions. Therefore, with this as the ultimate goal, it makes little sense to displace planning functions from the County - and incur the concomitant cost and effort of reorganization - only to have this function shifted again when a regional authority has been readied.

EVALUATION MATRIX:

Evaluation Criteria	1	2	3	
	Split County urban planning between Portland and Gresham	Portland sole Planning Dept. (Interim Solution)	Regional Plg. to METRO, reconfigure remainder	Portland and Gresham Planning Departments
1. Cost Savings		\$13,000 increase	unkown	unknown
2. Cost Effectiveness	No change	No change	Potential for more and less	No change
3. Effectiveness of Service Delivery	No change	No change	Less local access	More local access
4. Cost of Merger of Services	NA	unknown	unknown	unknown
5. Visual and Measurable Impact	None	None	Relatively High	Moderate
6. Elimination of Duplication		Administration		Administration
	Natural Areas Planning	Natural Areas Planning	Natural Areas Planning	
7. Public Perception	None	None	Relatively High	Moderate
8. External Funding Sources	None except for the potential to provide urban level of service only if area residents pay for that level			
9. Legality	NA	No issue	Requires legal change.	No issue
10. Local Accountability	NA	Perceived as less	Less	Perceived as more.
11. Should government do it?	Issue for further discussion	Issue for further discussion	Issue for further discussion	Issue for further discussion

D. PUBLIC SAFETY

PREVIOUS JBAC RECOMMENDATION (MAY 6, 1991)

"Recommendations from the City Auditor and from the Citizens Crime Commission already exist. These recommendations should either be implemented by the City or the failure to implement should be justified."

"Community policing: Community policing has clearly come of age in the Metropolitan area. ...The Joint Committee supports Community Policing and wishes to see more resources allocated to providing direct services at the community level."

SUBSEQUENT ACTION:

Acknowledgements: During our study and discussion phase we received significant cooperation from chief law enforcement officers, budget officers and analysts, and technical staff as individually cited in this report's general acknowledgements. This assistance allowed us to take a more detailed look at the operation of bureau/departments we studied, and to ask questions of the experts face-to-face. We want to emphasize that our study would have been impossible without such cooperation, and we hope this level of cooperation can become the springboard for implementation of the changes we recommend.

We discussed local public safety patrol service delivery and opted to concentrate on the administrative and support services involved in the delivery of patrol services as a place to start. For purposes of this report, we focused on the police departments of the Cities of Gresham and Portland, and on the Multnomah County Sheriff's Office. Inevitably, discussion of patrol services occurred, and we have included our recommendations regarding consolidation of patrol services as well.

At the end of the report is a model of consolidated administration/support services delivery which we feel ought to be studied seriously for its workability and timeliness. This model, as we understand it, was first proposed in the Model Cities context by Edna Robertson of Portland's Northeast Neighborhood District Coalition; Portland Police Chief Tom Potter also discussed this model with the JBAC.

Rationale for study of support services:

Significant concern exists about overlap of patrol services, confusion about who the appropriate service provider is in a "border" area, and the creation of a "crack through which crime falls." We believe patrol services can, and should be consolidated into one agency serving the entire county. However, this subject has proved the undoing of many who preceded us.

The elected officials of Gresham, Fairview, Troutdale, Wood Village, Portland, and Multnomah County have been meeting regularly for several months. We understand they are discussing consolidation of patrol services. This is a much-studied and almost-implemented-in-the-past area. We decided to look at something less-studied, but with more similarities than differences between departments, because we believe true consolidation begins with reducing duplication where similarities exist.

Support services have significant similarities in function (what is done) and some similarities in form (how it is done) between agencies. Therefore, we chose to study these similarities. If support service delivery can be made more efficient and/or more effective, we feel the citizens of the jurisdictions involved will be better served. "Service to the citizens who pay the bills must be the number one priority of local government, whether City, County or State: public safety includes the concept and practice of service to the community." ["Public Safety in the Metropolitan Area," A Report by the Citizens' Committee on City/County Services Consolidation, May 6, 1991, Page 3].

The JBAC believes that new concepts about regional policing will produce administrative efficiencies. We set off in search of those new concepts. We also believe that differences in style, philosophy, and methods should never be a reason for not attempting consolidation. The differences simply point out where work needs to be done, not that it shouldn't be undertaken at all!

Using the dictum "form follows function," we looked for areas where similarities might exist in function because the end result (form) looks the same.

We found:

- * Some administrative support functions can probably be consolidated without concomitant service mergers.
- * Some administrative support services consolidations would automatically follow service delivery consolidations (i.e. payroll follows if patrol merges), but don't easily precede them.
- * The basic training requirements for patrol officers must have significant similarities, since their goal is to produce a patrol officer.
- * Background investigation procedures produce similar results; their processes may be similar.
- * The process of report taking has the potential to be standardized, especially when all reports feed into a regional data base (NCIC or its regional equivalent).
- * The personnel functions of recruiting and hiring all produce the same result: a patrol officer; therefore, they must have many similar elements.

With information received from the three budget offices, Chart "A", Appendix I, was developed to compare support services as described by the departments providing them.

In generating this chart, it was interesting to note that, while the listings are probably not comprehensive, similarities were easy to find in many functions. For example, all departments prepare budgets, separately, although only one department lists that as a function. All departments develop and implement policy, separately. All departments are engaged in community policing planning, separately. All departments recruit, hire and train, separately. All departments maintain a records and information system, separately. All departments purchase and maintain fleet and equipment, separately. Where such similarities of function exist, consolidation is possible and should be pursued.

Based on the comparisons available with Chart A, Appendix I, the similarities in support functions become obvious. So, what's the next step? If these three agencies are duplicating functions, as Chart A shows, can they get together and perform the same functions more efficiently and more effectively? Should they?

We believe the answer to both questions is: "Yes!"

RECOMMENDATIONS:

We recommend that consolidation under a regional administration of the following areas be actively pursued, beginning as soon as possible:

- * Training, specialized to public safety duties.
- * Report taking, computerized filing and retrieval.
- * Background investigations, computerized information sharing (NCIC or its regional equivalent).
- * Recruiting and hiring, specialized to public safety duties.
- * Consolidate patrol communications planning and functions.

As a first step to consolidation of support functions, the departments should begin comparing notes and standardizing procedures and forms. JBAC reiterates its earlier recommendation regarding standardizing procedures as a "worthy goal that can be achieved while maintaining the autonomy of individual service units. Standardization will require greater cooperation between policing agencies, but will result in more uniform action and a potentially higher level of service for most providers and recipients...[and] whether a true consolidation ever occurs, this kind of cooperation will increase service delivery quantity and quality." ["Public Safety...JBAC report, May 6, 1991, pages 7-8].

If different forms of policing are required for urban and rural areas, then it may make sense to have two police forces in Multnomah County, one urban and one rural. However, JBAC finds that there is no rationale for three police forces, all of which operate in the urban area.

DISCUSSION:

Community Policing, local access and accountability.

Maintaining local access to public safety services continues to be a concern. Will service delivery be provided by anonymous officers who have little or no reason to care about the area in which they work beyond the eight hours per day they spend there? Will people of the area be numbers, auto licenses, addresses, problems (drug house on the next block) to the officers who work in the area? What happens when a disgruntled citizen cannot find anyone who will acknowledge accountability for service shortcomings? Where does such a person go now? How can the citizen's access to truly accountable bureau managers and elected officials be insured if services come from a "mega agency?"

JBAC feels that this issue is both a local access and a community policing issue, and that any consolidation of patrol services must address these issues in planning and implementation. And, since planning for community policing is an administrative support function, all three agencies should combine their community policing planning efforts now, regardless of differences in style in delivering the service.

Both the City of Portland and Multnomah County indicate they allocate resources to dealing with incidents, meetings, media, and the public now. Even though it wasn't listed, Gresham probably does also. Since all three agencies are currently doing public relations and public education functions, it makes sense that those functions should be coordinated at the very least, consolidated eventually. Public relations programs relating to crime prevention, block safety, and others, have common elements regardless of where the program exists. We urge the Police Departments of the Cities of Gresham and Portland, and the Multnomah County Sheriff, to begin now to coordinate public relations and public education functions, with the eventual goal of consolidation of these functions.

Similarly, a county-wide process for dealing with citizen public safety concerns should be developed as part of the county-wide community policing planning effort, so that none of the people who pay the bills find themselves left out of the complaint resolution loop. Citizens need to know, unequivocally, to whom they can turn when problems arise with the public safety services they receive. Therefore, we recommend that immediate steps be taken to coordinate the process of complaint resolution, with the eventual goal of consolidation of all complaint resolution functions within one county-wide agency.

Differences in style.

JBAC recognizes that substantive differences in community policing style exist. While the Sheriff's Office has been very successful with "programmatic" community policing (identify area, develop intense strategies for the area, put them in place and monitor results), the Portland Police Bureau and Gresham Police Department are attempting to institute "wholistic" community policing (meaning redefining the cultural values of policing from crisis-oriented reaction to problem identification and resolution). JBAC believes that both ways of doing community policing work should be implemented now, throughout the county, because they are, in fact, complimentary in nature.

Other differences in style can be worked out, and they should be. On many of these issues, it's not a question of right and wrong, but of preference. In the spirit of giving the customers the best value they can buy, it would be a good idea for all three agencies to develop a mechanism to resolve stylistic differences quickly and quietly. The issue of what color uniform should never again be listed as a reason "why not" for anything!

Interdepartmental communication.

The capacity of local police agencies to communicate with themselves, each other, and other public safety providers is also in question. The City of Portland is installing an 800mhz radio system. Does the Multnomah County Sheriff plan to participate in that system? What about the City of Gresham? And Gresham is investigating developing their own dispatch system. How would an area-wide disaster be handled, such as occurred in Oakland recently? Whether these departments eventually consolidate or not, they must communicate with each other in a manner that makes sharing information and assistance as easy for them as for a fleeing felon to cross jurisdictional lines.

The present lack of coordination also makes a compelling argument for total consolidation of public safety services into one agency serving all of Multnomah County, and sooner rather than later.

Use of sworn officers versus non-sworn personnel.

JBAC believes very strongly that many positions, especially in the administrative support services area, could be filled with non-sworn personnel where sworn officers are presently used. This would automatically create some "extra" patrol officers, without spending nearly as much money as we've been told it takes to hire and train officers. These officers are already trained. Let's get them out from behind desks and into the community, where they are so sorely needed.

Once major administrative support functions are consolidated there will be fewer positions available. Then is the logical time to return sworn officers to community duty and re-configure the personnel requirement after consolidation, using non-sworn personnel whenever possible. Many functions are now handled entirely by telephone, especially report-taking. There is no benefit, perceived or otherwise, to having the person who takes the call be a sworn officer, wearing a uniform. The same professionalism expected of sworn officers can be instilled in non-sworn personnel through careful selection and thorough training.

REGIONAL ADMINISTRATION OF LOCAL SERVICE MODEL:

Here's an example of how the regional administration of the local service idea might look:

Regional administration for:

- * Police
- * Jails
- * Courts
- * District Attorney
- * Corrections
- * Community Corrections
- * Fire
- * Emergency communication (911) (non-local dispatch site)
- * Restitution centers

Includes these services:

- * Personnel, including recruiting and hiring, specialized to public safety duties
- * Benefits administration
- * Payroll
- * Records (crime records and departmental records)
- * Training, specialized to public safety duties, and including cross training between all service delivery areas
- * Purchasing and stores
- * Uniforms and equipment
- * Fleet maintenance
- * Service contract maintenance
- * Coordinated community outreach, including media contacts, comprehensive plan developed cooperatively between Community Service Centers, and central administration
- * Risk management, loss control

Localized services located at a Community Service Center including:

- * Neighborhood District Coalition Office, including anti-gang team, refugee coordinator, translators for non-English speaking residents, liaisons for State and Federal elected representatives.**
- * Local crime prevention teams: police officers stationed at center and doing patrol services from center; personnel to take reports about non-emergency situations, give advice about safety precautions, assist with block watch program.**
- * Fire station (main station; others would be needed but this one would house disaster response equipment, HazMat response team, EMT 4 team, neighborhood fire safety coordinator).**
- * District Attorney satellite office.**
- * Community Corrections Officer.**
- * Regional health and welfare services satellite office (provides all general services such as Food Stamps and ADC caseworkers, well-child and walk-in medical care clinic, HAP and other housing help, State of Oregon employment help, CSD caseworkers; collegial atmosphere with cross-training and all-service staff meetings regularly).**
- * Neighborhood parks management, especially youth-at-risk recreation programs.**
- * Jurisdictional personnel officer.**

IV.

CONCLUSION

JBAC encourages the elected leadership of Multnomah County jurisdictions to address a countywide agenda for governmental services and service delivery.

JBAC supports the broadest possible citizen advisory/involvement process to design and develop ownership for a countywide system of government service delivery, support, and administration.

In the long-term, each change made now should be made with a general vision of countywide services. Unfortunately, that vision does not currently exist.

Therefore, JBAC encourages the elected leadership to work formally with a countywide, interjurisdictional task force, composed of membership drawn from organizational and individual stakeholders around the county.

This countywide task force will use an open-focus strategy, characterized by an unlimited consortium of existing citizen organizations, such as, Chambers of Commerce, Labor Unions, Citizen Participation Organizations, etc., rather than a coalition chosen by elected leadership or its delegates. This broadly-based citizen involvement approach to problem solving has had great success in other regions of the country in resolving long-standing service issues, providing elected policymakers with unparalleled citizen ownership of solutions.

The need for an early, integrated, and comprehensive approach to countywide service issues is paramount to reinvigorated, healthy, and responsive government throughout Multnomah County.

Respectfully submitted,

CITIZENS' JOINT BUDGET ADVISORY COMMITTEE

CC: Neighborhoods - Gresham/Portland	Community Groups
Granges	METRO
Auditors: Clark and Blackmer	Press List

APPENDIX I

Chart A

COMPARISON OF SUPPORT SERVICES PROVIDED BY THE MULTNOMAH COUNTY SHERIFF AND THE POLICE DEPARTMENTS OF THE CITIES OF PORTLAND AND GRESHAM (Chart #A)

Multnomah County Sheriff	City of Portland Bureau of Police	City of Gresham Police Department
(1) Services Branch Administration Coordinates staff and services Develops and implements policy Develops and maintains contact with other agencies	(1) Administration Provides leadership Manages Develops and implements policy Provides internal research control Control loss, risk	(1) Administration Manages growth and development Serves as liaison with outside agencies Prepares budget Conducts planning and research Planning wholistic community policing approach Conducts feasibility study of City-operated dispatch system
(2) Personnel (includes both General Fund budget allocation and monies from Inverness Jail levy for corrections officers) Manage employees Fill positions Conduct interviews	(2) Personnel Minority recruiting	(2) Personnel development
(3) Training Deputies Corrections Officers Firing range certification Manage incentive program	(3) Training	(3) Training for staff Refinement of inservice training to reduce liability
(4) Fiscal management (includes both general fund budget and Inverness Jail levy monies) Track funds Study policy issues Track, maintain contracts	(4) Fiscal Accounts payable transactions	(4) Fiscal Prepare budget (1) Develop and monitor service contracts
(5) Police records/info Maintain computer network, including ISD, Wang and terminals Process reports Check NCIC records Process requests for information Respond to telephone calls	(5) Police records/info Data processing Misdemeanors processed Incident reports received	(5) Police records and info systems
(6) Equipment Provide facilities support Administer and maintain fleet Purchase supplies and equipment Manage stolen property Store and distribute supplies and equipment	(6) Equipment Manage facilities and fleet Issue uniforms and equipment	(6) Equipment Purchasing and procurement

NOTE: An expanded chart A will be included in final printed report -
Approx. Dec. 15, 1991

Meeting Date: JANUARY 23, 1992

Agenda No.: C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: APPOINTMENT

BOARD BRIEFING JANUARY 21, 1992 REGULAR MEETING JANUARY 23, 1992
(date) (date)

DEPARTMENT NONDEPARTMENTAL DIVISION CHAIR'S OFFICE

CONTACT FRED NEAL TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION CHAIR McCOY

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 2 MINUTES

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

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

APPOINTMENT OF COMMISSIONER PAULINE ANDERSON AS MULTNOMAH COUNTY'S REPRESENTATIVE TO METRO'S REGIONAL POLICY ADVISORY COMMITTEE AND OF FRED NEAL AS THE ALTERNATE.

BOARD OF
COUNTY COMMISSIONERS
1992 JAN 14 AM 10:56
MULTNOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *M. Higgins*

(All accompanying documents must have required signatures)



METRO

2000 SW First Avenue
Portland, OR 97201-5398
(503) 221-1646
Fax 241-7417

GLADYS McCOY
MULTNOMAH COUNTY CHAIR
1021 S.W. 4th, ROOM 134
PORTLAND, OREGON 97204

12/12/91

December 12, 1991

Gladys McCoy, Chair
Board of Commissioners
Multnomah County
1021 SW Fourth Ave.
Portland, OR 97204

CG
Attachment

Dear Gladys:

Now that we've worked together to create a regional planning framework through adoption of the Regional Urban Growth Goals and Objectives, it's time to form the Regional Policy Advisory Committee -- the ongoing group which will play a key role in RUGGO implementation.

The mission of RPAC is to advise and recommend to the Metro Council actions needed to address areas and activities of metropolitan significance. The Committee will be considering a broad range of issues critical to the region's future involving both the natural and the built environment.

Under RPAC bylaws, the County needs to appoint an elected official to serve as one of the seventeen Committee members. The County will also need to appoint an alternate to serve in the absence of the regular member. The bylaws provide that the member and alternate shall be capable of representing the policy interests of the County at all Committee meetings, and will serve until removed by the appointing jurisdiction.

The first meeting of RPAC is scheduled for February 12, 1992, at 5:30 PM in Room 440 at Metro. So we can provide advance notice of the meeting to all RPAC members, I'd appreciate it if you could send me the names of the County's appointees by January 24, 1992.

Metro Planning and Development Department staff will be providing support services for RPAC. If you have any questions about RPAC or the appointment process, please call Ethan Seltzer at Metro (221-1646, ext. 537).

I'm excited that the hands-on work of RPAC is about to begin. My colleagues on the Metro Council join me in looking forward to the results this group will produce.

Sincerely,

Tanya Collier
Tanya Collier
Presiding Officer

Executive Officer
Rena Cusma

Metro Council

Tanya Collier
Presiding Officer
District 9

Jim Gardner
Deputy Presiding
Officer
District 3

Susan McLain
District 1

Lawrence Bauer
District 2

Richard Devlin
District 4

Tom DeJardin
District 5

George Van Bergen
District 6

Ruth McFarland
District 7

Judy Wyers
District 8

Roger Buchanan
District 10

David Knowles
District 11

Sandi Hansen
District 12

certified A True Copy of the Original Thereof
Laurence Allen
Clerk of the Council

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

A RESOLUTION ADOPTING BYLAWS) RESOLUTION NO. 91-1489B
FOR THE REGIONAL POLICY)
ADVISORY COMMITTEE) Introduced by the Executive
) Officer

WHEREAS Metro's regional planning program requires a partnership with cities, counties, and citizens in the region; and

WHEREAS That partnership is described in Goal I of the Regional Urban Growth Goals and Objectives, recommended to the Metro Council for adoption by the Urban Growth Management Plan Policy Advisory Committee; and

WHEREAS Implementation of that partnership is intended to occur, in large part, through the creation of an on-going Regional Policy Advisory Committee (RPAC) to advise and recommend actions to the Metro Council on ways to address areas and activities of metropolitan significance; and

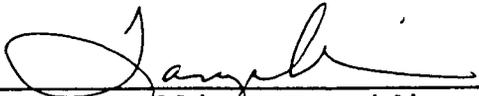
WHEREAS The Urban Growth Management Plan Policy Advisory Committee has prepared and proposed to the Metro Council a set of by-laws for RPAC which describe the membership, powers and duties of that committee; now, therefore,

BE IT RESOLVED,

1. That the by-laws for the Regional Policy Advisory Committee, dated August 1, 1991, and attached to this resolution as Attachment A, are hereby adopted.

2. That the Metro Council directs the Presiding Officer to initiate the creation of the Regional Policy Advisory Committee no later than January 1, 1992.

ADOPTED BY THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT
this 26th day of September, 1991.



Tanya Collier, Presiding Officer

ATTACHMENT A

Regional Policy Advisory Committee By-Laws

August 1, 1991

Article I

This committee shall be known as the REGIONAL POLICY ADVISORY COMMITTEE (RPAC).

Article II

MISSION AND PURPOSE

Section 1. It is the mission of RPAC to advise and recommend actions to the Metro Council as it creates and implements a participatory regional planning partnership to address areas and activities of metropolitan significance.

Section 2. The purposes of RPAC are as follows:

a. To provide advice and recommendations for the development and review of Metro's regional planning activities, including implementation of the Regional Urban Growth Goals and Objectives, development of new functional plans, and periodic review of the region's urban growth boundary.

b. To create a forum for identifying and discussing areas and activities of metropolitan significance.

c. To involve all cities, counties, and other interests in the development and implementation of growth management strategies.

d. To coordinate its activities with the Joint Policy Advisory Committee on Transportation (JPACT) so that regional transportation planning is linked and consistent with regional growth management efforts.

e. To review and comment, as needed, on the regional land use and growth management issues affecting or affected by local comprehensive plans or plans of state and regional agencies. RPAC is not intended to routinely review land use decisions or plan amendments in the region.

f. To discuss and make recommendations on land use and growth management issues of regional or subregional significance.

g. To establish a coordinating link with Vancouver and Clark County, Washington, and other parts of the state of Oregon to address land use and growth management issues of common interest.

Article III.
COMMITTEE MEMBERSHIP

Section 1. Membership

a. The Committee will be made up of representatives of the following:

Multnomah County Commission	1
Citizens of Multnomah County	1
Largest City in Multnomah County (excluding Portland)	1
Cities in Multnomah County	1
 City of Portland	 2
 Clackamas County Commission	 1
Citizens of Clackamas County	1
Largest City in Clackamas County	1
Cities in Clackamas County	1
 Washington County Commission	 1
Citizens of Washington County	1
Largest City in Washington County	1
Cities in Washington County	1
 Metro Council	 2
 State Agency Council	 1
TOTAL	17

b. Members from jurisdictions shall be elected officials.

c. Alternates shall be appointed to serve in the absence of the regular members.

d. Members and alternates shall be capable of representing the policy interests of their jurisdiction, agency, or constituency at all meetings of the Committee.

Section 2. Appointment of Members and Alternates

a. Members and alternates from the City of Portland, the Counties of Multnomah, Clackamas, and Washington, and the largest cities of Multnomah, Clackamas, and Washington counties, excluding Portland, shall be appointed by the jurisdiction. The member and alternate will serve until removed by the appointing jurisdiction.

b. Members and alternates from the cities of Multnomah, Clackamas, and Washington counties, excluding Portland and the remaining largest city from each county, will be appointed by those cities represented and in a manner to be determined by those cities. The member and alternate will be from different jurisdictions. The member and alternate will serve two-year terms. In the event the member's position is vacated, the alternate will automatically become member and complete the original term of office.

c. Members and alternates from the Metropolitan Service District will be appointed by the Presiding Officer of the Metro Council and will represent a broad cross-section of geographic areas. The members and alternates will serve until removed by the Presiding Officer of the Metro Council.

d. Members and alternates representing citizens will be appointed using the following process:

1) Metro will advertise citizen openings on the Committee throughout the region, utilizing, at a minimum, recognized neighborhood associations and citizen planning organizations. Interested citizens will be asked to submit an application/statement of interest on forms provided by Metro.

2) Metro will collect the applications and sort them by county.

3) The members of RPAC from within each county will caucus by county, with Portland included in Multnomah County, to review the applications and select a citizen member and alternate from each county from that pool of applicants.

4) Citizen members and alternates will serve two-year terms. In the event the member's position is vacated, the alternate will automatically become the member and complete the original term of office.

e. Members and alternates from the State Agency Council will be chosen by the Chairperson of that body. The member and alternate will serve until removed by the Chairperson.

Article IV.

MEETINGS, CONDUCT OF MEETINGS, AND QUORUM

a. Regular meetings of the Committee shall be held monthly at a time and place established by the Chairperson. Special or emergency meetings may be called by the Chairperson or a majority of the members of the Committee.

b. A majority of the members (or designated alternates) shall constitute a quorum for the conduct of business. The act of a majority of those present at meetings at which a quorum is present shall be the act of the Committee.

c. Subcommittees to develop recommendations for RPAC may be appointed by the Chairperson. The Chairperson will consult with the full membership of the Committee at a regularly scheduled meeting on subcommittee membership and charge. Subcommittee members shall include RPAC members and/or alternates, and can include outside experts.

d. All meetings shall be conducted in accordance with Robert's Rules of Order, Newly Revised.

e. The Committee may establish other rules of procedure as deemed necessary for the conduct of business.

f. Unexcused absence from regularly scheduled meetings for three (3) consecutive months shall require the Chairperson to notify the appointing body with a request for remedial action.

g. The Committee shall make its reports and findings public and shall forward them to the Metro Council.

h. Metro shall provide staff, as necessary, to record the actions of the Committee and to handle Committee business, correspondence, and public information.

Article V.
OFFICERS AND DUTIES

- a. The Chairperson and Vice-Chairperson shall be designated by the Metro Presiding Officer.
- b. The Chairperson shall preside at all meetings, and shall be responsible for the expeditious conduct of the Committee's business.
- c. In the absence of the Chairperson, the Vice-Chairperson shall assume the duties of the Chairperson.

Article VI.
TECHNICAL ADVISORY COMMITTEES

- a. The Committee shall solicit and take into consideration the alternatives and recommendations of the appropriate technical advisory committees in the conduct of its business.
- b. Existing technical advisory committees for solid waste, urban growth management, water resources, and natural areas will be continued to advise on their respective subject areas.
- c. The Metro Council or the Committee can appoint special technical advisory committees as the Council or Committee determine a need for such bodies.

Article VII.
AMENDMENTS

- a. These by-laws may be amended by a two-thirds vote of the full membership of the Committee and a majority vote of the Metro Council.
- b. Written notice must be delivered to all members and alternates at least 30 days prior to any proposed action to amend the by-laws.

Article VIII.
SUNSET

- a. These by-laws shall be deemed null and void three (3) years from the date of their adoption by the Metro Council.
- b. Prior to adopting new by-laws for RPAC, the Metro Council, in consultation with the Committee shall evaluate the adequacy of the membership structure included in these by-laws for representing the diversity of views in the region.

JAN 23 1992

Meeting Date: _____

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: APPOINTMENTS

AGENDA REVIEW/ BOARD BRIEFING	_____	REGULAR MEETING	January 23, 1992
	(date)		(date)
DEPARTMENT	<u>Non-departmental</u>	DIVISION	<u>Chair's Office</u>
CONTACT	<u>Kathy Millard</u>	TELEPHONE	<u>248-3308</u>
PERSON(S) MAKING PRESENTATION _____			

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: consent item

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

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

Appointment to:

Multnomah Council on Chemical Dependency

Marilyn Richen, new appointment, term expires January, 94

BOARD OF
 COUNTY COMMISSIONERS
 1992 JAN 15 AM 11:48
 MULTNOMAH COUNTY
 OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Gladys McCoy*

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

Multnomah Council on Chemical Dependency

B. Name Marilyn Richen

Address 2910 NE 31

City Portland State OR Zip 97212

Do you live in _____ unincorporated Multnomah County or a city within Multnomah County.

Home Phone 282-0816

C. Current Employer Portland Public Schools

Address 531 SE 14th Room 207

City Portland State OR Zip 97214

Your Job Title Coordinator, Alcohol & Drug Program

Work Phone 280-5840 (Ext) 279

Is your place of employment located in Multnomah County? Yes No _____

D. Previous Employers Dates Job Title

Carson Co. School District #2 1975-76 Data Consultant

ABT Associates, Inc. 1974 Associate On-site Researcher

University of Wisconsin - Green Bay 1972-73 Instructor

CONTACT:

Judy Boyer

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

PORTLAND, OREGON 97204

(503) 248-3308

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
Western Center for Drug Free Schools	1990-92	Advisory Board
Regional Drug Initiative	1986-92	Steering Committee
Choral Arts Ensemble	1974-86	Singer, board of directors

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
University of Oregon	1966-74	BA, MA, PhD
Lewis & Clark College	1982-87	Administrative Certification
Portland State	1965-66	General Studies
Oberlin College	1964-65	General Studies

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Norma Jaeger, Multnomah Co., 248-3691
Carolyn Sheldon, Portland Public Schools, 280-5840

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

None

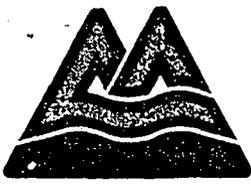
I. Affirmative Action Information

F European-American
 sex / racial ethnic background

birth date: Month Feb Day 21 Year 1946

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature Manlye Rose Date 11/9/92



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES DIVISION
ALCOHOL & DRUG PROGRAMS
426 S.W. STARK 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3696

DENNIS BUCHANAN
COUNTY EXECUTIVE

MULTNOMAH COUNCIL ON CHEMICAL DEPENDENCY SUPPLEMENTAL QUESTIONNAIRE

Thank you for your interest in the Multnomah Council on Chemical Dependency (MCCD). Please complete this supplemental questionnaire. Your responses will be shared with other MCCD members as background information to assist them to know you better. Return the questionnaire to:

Multnomah County Alcohol and Drug Program Office
426 SW Stark, 6th Floor
Portland, Oregon 97204

NAME:

Marilyn Richen

Personal or professional interest in alcohol and drug issues:

I am responsible for development and implementation of school district alcohol and drug programs including prevention, intervention, referral and support services.

Current Occupation:

Portland Public Schools Alcohol & Drug Program Coordinator

Recent Employment:

I have worked for the Portland Schools since 1976 as an evaluation specialist, coordinator of student transfers and coordinator of alcohol & drug programs.

Organizational affiliations:

Regional Drug Initiative Steering Committee
Western Center For Drug Free Schools & Communities Advisory Board
Oregon Council on Alcohol Problems Advisory Board

Community/volunteer involvement:

Educational background:

Ph.D. in Cultural Anthropology, U. of Oregon
Educational Administrative Credential, Lewis + Clark

What skills and/or knowledge do you offer to the MCCD?

Planning Administrative Skills
Knowledge of Youth A/D issues & service needs

What expectations do you have of MCCD?

Opportunity to participate in a planning process
with other community representatives

Meeting Date: JAN 23 1992

Agenda No.: C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: APPOINTMENT

AGENDA REVIEW/
BOARD BRIEFING: _____ REGULAR MEETING January 23, 1992
(date) (date)

DEPARTMENT Non-departmental DIVISION Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: consent item

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

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

Appointment to:

Multnomah County Children and Youth Services Commission

Nan Waller, Juvenile Court Representative, New Appointment

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Melody McCoy

Or

DEPARTMENT MANAGER _____

BOARD OF
COUNTY COMMISSIONERS
1992 JAN 15 AM 11:48
MULTNOMAH COUNTY
OREGON

(All accompanying documents must have required signatures)



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

Multnomah County Children & Youth Services Commission

B. Name Nan G. Waller

Address 7460 S.W. Canyon Lane

City Portland State OR Zip 97225

Do you live in _____ unincorporated Multnomah County or _____ a city within Multnomah County.

Home Phone 297-2862

C. Current Employer Multnomah County Juvenile Court

Address 1401 N.E. 68th Ave

City Portland State OR Zip 97213

Your Job Title Referee

Work Phone 248-3788 (Ext) _____

Is your place of employment located in Multnomah County? Yes No _____

D. Previous Employers Dates Job Title

Metro. Public Defender's Inc 2/83-6/88 attorney

Montan Legal Services 11/79-12/82 attorney

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

PORTLAND, OREGON 97204

CONTACT:

(503) 241-2221

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
For the past 3 years my volunteer/civic activities have centered around my involvement in the functioning of juvenile court and juvenile issues.		

F. Please list all post-secondary school education. *I have spoken to numerous organizations, schools and conferences on juvenile law issues. I collaborated on a chapter in a manual on juvenile law published by the Oregon Law Institute. I have worked on a number of committees connected to Juvenile Court and the relationship of CSD and Juvenile Court. I have served on a task force on the mental health issues of children.*

Name of School	Dates	Degree/Course of Study
Smith College	1972-1973	
Stanford University	1973-1976	BA social sciences (sociology)
University of Oregon	1976-1979	J.D.

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Linda Bergman

Linda Hughes

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

I. Affirmative Action Information

E white

sex / racial ethnic background

birth date: Month 5 Day 26 Year 54

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature Ng Waller Date 1-14-92

Meeting Date: JAN 23 1992

Agenda No.: C-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: APPOINTMENTS

AGENDA REVIEW/
BOARD BRIEFING _____ REGULAR MEETING January 23, 1992
(date) (date)

DEPARTMENT Non-departmental DIVISION Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: consent item

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

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

Appointments to:

MULTNOMAH COUNTY PARKS ADVISORY COMMITTEE

- Robert Findley, Position #2, re-appointment, term expires 1994
- Jean Ridings, Position #4, re-appointment, term expires 1994
- Dr. Charles Becker, Sr., Position #6, re-appointmetn, term expires 1994
- Gil Jimenez, Position #3, new appointment, term expires 1994

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Kathy McCoy*

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

1992 JAN 15 AM 11:42
 MULTNOMAH COUNTY
 CLERK OF COUNTY COMMISSIONERS
 OREGON

GILBERT JIMENEZ

Gilbert Jimenez, 50, is executive vice president and chief credit officer of Security Pacific Bank Oregon.

Jimenez came to the Northwest in 1990. In June, 1991, Jimenez was appointed by Gov. Barbara Roberts to serve on a Task Force which will offer recommendations for streamlining state government and reduce spending.

A 23-year veteran of banking, Jimenez previously served as senior vice president of Security Pacific Asian Bank in Hong Kong. He joined Security Pacific in 1967 as a management trainee. He quickly advanced through positions of increasing responsibility within the Retail Bank. In 1972 he was promoted to assistant vice president and moved to Corporate Banking. In 1974 he was promoted to vice president.

In 1976 Jimenez joined the International Department where he served as first vice president and representative in Mexico City from 1978 to 1983; coordinated the bank's participation in several Latin and East European LDC debt negotiations from 1983 to 1985; served as chief credit officer for the International Banking & Investments Group in Los Angeles from 1985 to 1987; and served as chief credit officer of the International Merchant Bank in London from 1987 to 1988.

Jimenez is a native of Florence, Arizona. He earned his bachelor of science degree from Arizona State University in 1967. He attended post-graduate courses in accounting at the University of California, Los Angeles from 1973 to 1976 and the Pacific Coast Banking School from 1979 to 1982.

Jimenez and his wife of 27 years, Geri, have two children. They reside in Lake Oswego.

Kathy

Spq.

248-3308



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

B. Name Gilbert Jimenez

Address P.O. Box 3066

City Portland State Oregon Zip 97208

Do you live in _____ unincorporated Multnomah County or _____ a city within Multnomah County.

Home Phone 638-9303

C. Current Employer Security Pacific Bank Oregon

Address P. O. Box 3066

City Portland State Oregon Zip 97208

Your Job Title Ex. V.P. and Chief Credit Officer

Work Phone 796-3884 (Ext) n/a

Is your place of employment located in Multnomah County? Yes No _____

D. Previous Employers _____ Dates _____ Job Title _____

Security Pacific National Bank see attached resume

E. Please list all current and past volunteer/civic activities.

<u>Name of Organization</u>	<u>Dates</u>	<u>Responsibilities</u>
Chamber International Trade Committee	current	Chair
PSU Hispanic Advocacy Committee	current	Board
Ore. Council for Hispanic Advancement	"	Board
NW Community Development Corporation	"	Board

F. Please list all post-secondary school education.

<u>Name of School</u>	<u>Dates</u>	<u>Degree/Course of Study</u>
Arizona State University	1967	BS Finance/Real Estate
University of California	1973-75	Post grad. studies toward MBA

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Clara Padilla Andrews, 248-5464

Gladys McCoy, 248-3308

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

none

I. Affirmative Action Information

male/hispanic

sex / racial ethnic background

birth date: Month 10 Day 17 Year 1940

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature [Signature] Date Jan. 15, 1992

2/27/91

RESUME

GILBERT JIMENEZ
18336 Tamaway Drive
Lake Oswego, Oregon 97034

Telephone: 503/638-9303

SUMMARY OF QUALIFICATIONS

- Twenty-four years of diverse commercial banking experience. Currently holds position of Executive Vice President-Chief Credit Officer, Security Pacific Bank Oregon.
- Proven ability in commercial (national and middle market), real estate, energy and international lending.
- Member of several teams organized to identify problems and stabilize loan portfolio in a rapidly deteriorating situation.
- Management experience includes strategic planning, product planning, formulation of policy and procedures; goal setting, profit planning and budgeting, selection and motivation of personnel.

SIGNIFICANT BACKGROUND AND ACHIEVEMENTS

Solicited by the Chairman of the Board of Security Pacific Bank Northwest to assume present responsibility to develop policies and procedures. Responsibilities include maintenance of asset quality, development of loan strategies, business development, personnel development, budgeting and goal setting.

HUMAN RESOURCES

Stress team work with members working within their areas of expertise to achieve team goals. Focus on both individual and team goals to members of team.

EMPLOYMENT SUMMARY

1990-Present	Security Pacific Bank Oregon Executive Vice President and Chief Credit Officer Portland
1988-1990	Security Pacific Asian Bank Senior Vice President and Chief Credit Officer Hong Kong

1987-1988	Security Pacific National Bank Senior Vice President and Chief Credit Officer London
1978-1987	Security Pacific National Bank Senior Vice President, First Vice President and Vice President in varied assignments in the bank's retail, corporate and international departments in Los Angeles, which included a five year assignment (1978-1983) as Representative and Regional Manager in Mexico City.
1977-1978	Bank of California Energy Department Vice President and Department Manager Los Angeles
1967-1977	Security Pacific National Bank Management Trainee/Vice President Los Angeles

EDUCATION

1973-1975	University of California at Los Angeles. Post graduate studies toward an MBA.
1967	Arizona State University. BS Finance/ Real Estate

PROFESSIONAL DEVELOPMENT AND ACTIVITIES

Have attended numerous seminars on such subjects as supervision, human relations, commercial lending, and capital markets products. Graduated from the Graduate School of Banking at the University of Washington. Attended Harvard Business School Corporate Financial Management Program, June 1986.

- . Chairman of the International Trade Committee, Portland Chamber of Commerce.
- . Board of Directors - Hispanic Advocacy Committee, Portland State University.
- . Board of Directors - Oregon Council for Hispanic Advancement.
- . Board of Directors - Northwest Community Development Corporation

PERSONAL

Excellent health, married, two children. Enjoy active sports such as fishing and backpacking.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 800652

MULTNOMAH COUNTY OREGON

Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>C-5 January 23, 1992</p>
--	--	---

RETURN TO: LARRY AAB - 313/225

Contact Person Lt. Richard Piland



Phone 251-2410

Date 12/4/91

Department Mult. County Sheriff's Office Division Law Enforcement Bldg/Room 313/102

Description of Contract County shall administer City Code Chapter 14.74 and provide payment as outlined within the contract.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland

Mailing Address _____

Phone _____

Employer ID # or SS # _____

Effective Date July 1, 1991

Termination Date June 30, 1992

Original Contract Amount \$ N/A

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Payment Term

- Lump Sum \$ _____
- Monthly \$ _____
- Other \$ _____
- Requirements contract - Requisition required.
- Purchase Order No. _____
- Requirements Not to Exceed \$ _____

BOARD OF COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON
 1992 MAY - 6 AM 9:30

REQUIRED SIGNATURES:

Department Manager [Signature]

Date _____

Purchasing Director (Class II Contracts Only) _____

Date _____

County Counsel [Signature]

Date 1-8-92

County Chair/Sheriff [Signature]

Date 1-27-92

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB# ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	100	025	3319			6060						
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

GREEN - FINANCE

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **CLASS I, CLASS II, CLASS III** - Check off appropriate class of contract in one of the three columns on the top of the form.
2. **CONTRACT #** - To be issued by designated person in each Division or call Purchasing to get a number.
3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - Summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/Bid selection process.
6. **DATE RFP/BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - Enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as an MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - Enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
16. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
17. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
18. **REQUIREMENTS CONTRACT - Requisition Required** - Check this box to note that a purchase order will be issued to initiate payment.
19. **PURCHASE ORDER #** - Enter number of purchase order to be issued. If number is not known, enter "PO will be issued."
20. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
21. **REQUIRED SIGNATURES** - To be completed as approved. Purchasing Director needs to sign all Class II contracts only.
22. **ACCOUNT CODE STRUCTURE** - Enter account code structure for the type of agreement; i.e., expense or revenue.
23. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
24. **AMOUNT** - If total dollar amount is being split among different account numbers, indicate dollar amounts here.

ORIGINAL

Meeting Date: JAN 23 1992

Agenda No.: C-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: IGA between City of Portland and Multnomah County Sheriff's Office

AGENDA REVIEW/
BOARD BRIEFING _____ REGULAR MEETING January 9, 1992
(date) (date)

DEPARTMENT Sheriff's Office DIVISION Law Enforcement

CONTACT Larry Aab- Sheriff's Exec Asst TELEPHONE 255-3600

PERSON(S) MAKING PRESENTATION Robert G. Skipper (Sheriff)

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

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

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

Approval to administer to alarm ordinance for the city of Portland.

1/24/92 originals to LARRY AAB

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Robert G. Skipper
(Sheriff)

or

DEPARTMENT MANAGER [Signature]

(All accompanying documents must have required signatures)

MULTNOMAH COUNTY
OREGON
1992 JAN 13 PM 12:29
BOARD OF
COUNTY COMMISSIONERS



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800652

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p> <p style="font-size: 2em; text-align: center; margin-top: 20px;">ORIGINAL</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center; font-size: 1.5em;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center; border-top: 1px solid black;">C-5 <u>January 23, 1992</u></p>
--	---	--

RETURN TO: LARRY AAB - 313/225
 Contact Person Lt. Richard Piland Phone 251-2410 Date 12/4/91

Department Mult. County Sheriff's Office Division Law Enforcement Bldg/Room 313/ 102

Description of Contract County shall administer City Code Chapter 14.74 and provide payment as outlined within the contract.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland

Mailing Address _____

Phone _____

Employer ID # or SS # _____

Effective Date July 1, 1991

Termination Date June 30, 1992

Original Contract Amount \$ N/A

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES

Department Manager [Signature]

Purchasing Director _____
(Class II Contracts Only)

County Counsel Sandra Buggy

County Chair/Sheriff _____

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Date _____

Date _____

Date 1-8-92

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	100	025	3319			6060						
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR GREEN - FINANCIAL

200652

INTERGOVERNMENTAL AGREEMENT

ORIGINAL

This Intergovernmental Agreement is dated _____, 1991, and shall be in effect from July 1, 1991 through June 30, 1992.

RECITALS:

1. Both the City (Portland City Code Chapter 14.74), see exhibit A, and the County (Multnomah County Code Chapter 7.51) have in force provisions which regulate the installation and use of burglary and robbery alarm systems.
2. For the fiscal year 1990-1991, pursuant to the provisions of City Code Chapter 14.74, the County's Sheriff has administered the provisions of City Code Chapter 14.74.
3. The parties desire to enter into this agreement to govern the administration of City Code Chapter 14.74 for fiscal year 1991-1992.

THE PARTIES AGREE:

1. The County shall:
 - a. Administer City Code Chapter 14.74 according to its terms.
 - b. Use a computer based system to maintain industry and user files, send false alarm notices, send fine letters, track false alarms, renew permits, and provide statistical information.
 - c. Send notices of false alarms, fines, and suspension of service due to excessive alarms, generated by a computerized record keeping system, within four (4) working days of receiving the information from BOEC. Notices of permit renewal shall be sent 30 days prior to permit holders' renewal date. At least one late renewal notice shall be sent within two weeks of a failure to renew a permit.
 - d. Provide the City with computer developed statistical information about alarms within the City to include but not be limited to:
 - 1) Total number of new applications, renewal permits, deleted permits, and false and bona fide alarm incidents.
 - 2) Total number of false and bona fide alarms by day of week, hour of day, and by month.

- 3) Total number of false and bona fide alarms by alarm company.
 - 4) Numbers of alarm users sorted by government, business, and residential, and by system type; i.e., audible burglary (non-monitored), silent burglary, audible/monitored burglary, and silent robbery.
 - 5) Total number of alarm company clients sorted by residential, commercial, or governmental designation and sorted by system type; i.e., audible burglary, silent burglary, audible/monitored burglary and silent robbery.
 - 6) Revenues received by type (permit fees, fine, etc.).
 - 7) Alarm statistics shall be furnished monthly, within 15 days of the end of the reporting period.
- e. Facilitate a County-wide task force consisting of representatives of the County, incorporated cities within the County, and alarm industry to work on methods of reducing false alarms.
 - f. Enforce the alarm company user instruction section 14.74.150 of the ordinance and maintain a file of each alarm company's user instructions.
 - g. Work towards ensuring that the alarm file updates/deletions are easily transferable to BOEC's new dispatch system.
 - h. Provide the City Alarm Information Officer access to the County Alarm files with a computer interconnect, not to include ability to enter or delete data.
2. The City shall:
 - a. Provide a City Alarm Information Officer who will be responsible for liaison between the City and County and development of City programs targeted at false alarm reduction.
3. The parties mutually agree:
 - a. The City has increased its yearly alarm user's permit fee from \$8.00 to \$12.00, an increase of \$4.00. This \$4.00 increase shall be City revenue and not revenue of Multnomah County. The City shall use this revenue to fund the position of a City Alarm Information Officer.

- b. The \$4.00 increase in revenue will be transferred to the City on quarterly basis within 30 days of the end of the month. The revenue transfer will occur in the months - October 91, January 92, April 92, and July 92.
- c. The County reserves the right to use \$4.00 of any alarm permit fee increase per permit derived from the other jurisdictions in the consortium for outreach activities in parts of the County outside the City of Portland. These activities will be administered by the Sheriff's Office and may be funded with supplemental funds from regular alarm ordinance revenue, not to exceed \$10,000 per year, if the \$4.00 permit fee increase is not sufficient to pay for the program. The total expenditure for the County's portion of the outreach function would not exceed \$30,000 per year. The Sheriff's Office would hire a one-half FTE position for the outreach program. This is to ensure that outreach services are available and consistent throughout the County.

If any revenue from the \$4.00 increase derived from the jurisdictions other than Portland is not spent on an outreach program or other alarm ordinance administration, it will be distributed as provided in the ordinance; except that it will be distributed exclusively to the consortium members other than the City of Portland.

- d. The City and County will collaborate on the production of brochures, media products, and public information items which will be produced under logo of all participating jurisdictions and will be mutually agreed upon.
- e. Information and policy presented to the alarm industry as a whole will be mutually agreed upon by both parties. Meetings conducted with the alarm industry as a whole will be convened by both parties in collaboration.
- f. The purpose of the provisions in paragraphs c. and d. above is to clarify the intent of this agreement that the County-wide consortium for false alarm reduction will continue to be a cooperative effort among all the parties and that false alarm reduction policy will be consistent County-wide.

4. EFFECTIVE AND TERMINATIONS DATES

This agreement shall be in effect from July 1, 1991 through June 30, 1992, or until there is no government law enforcement response to burglary and robbery alarms in the City of Portland, at which time this agreement shall terminate.

5. CITY CONTACT PERSON

For information concerning services to be performed under this agreement, contact should be made with Bob Tilley, Alarm Information Officer, Fiscal Services, Bureau of Police, 1111 SW 2nd Avenue, Room 1202, Portland, Oregon 97204, telephone 796-3031.

6. COUNTY CONTACT PERSON

For information concerning services to be performed under this agreement contact should be made with Mary Ann Inglesby, Alarm Ordinance Coordinator, Multnomah County Sheriff's Office, 12240 NE Glisan Street, Portland, Oregon 97230, telephone 251-2411.

7. NOTICE

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

If to the City:	Charles F. Makinney Bureau of Police 1111 SW 2nd Avenue, Room 1202 Portland, Oregon 97204
-----------------	--

If to the County:	Larry Aab Multnomah County Sheriff's Office 12240 NE Glisan Street Portland, Oregon 97230
-------------------	--

8. AMENDMENTS

The County and the City may amend this agreement at anytime only by written amendment, agreed to by both parties.

9. TERMINATION

This agreement may be terminated by either party on 60 days written notice of such termination to the other party.

10. COMPLIANCE WITH LAWS

In connection with its activities under this agreement, County and City shall comply with all applicable federal, state, and local laws and regulations.

11. OREGON LAW AND FORUM

- a. This agreement shall be construed according to the laws of the State of Oregon.
- b. Any litigation between the County and City arising under this agreement or out of work performed under this agreement of issues not finally resolved by arbitration as provided in paragraph 13 of this agreement, shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

12. ASSIGNMENT

Neither the City nor the County shall assign this agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other.

13. ARBITRATION

Any dispute under this agreement which is not settled by mutual agreement of the County and City within sixty (60) days of notification in writing by either party shall be submitted to an arbitration panel. The panel shall be composed of three (3) persons, one of whom shall be appointed by City, one of whom shall be appointed by the County, and one of whom shall be appointed by the two arbitrators appointed by the County and the City. In the event the two cannot agree on the third arbitrator, then the third shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrators shall be selected within thirty (30) days of the expiration of the sixty (60) days period. The arbitration shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall agree on the rules governing the arbitration (including appropriation of costs),

or, if the County cannot agree on rules, the arbitrators shall adopt rules consistent with this section. The arbitrators shall render their decision within forty-five (45) days of their first meeting with the County and City. Insofar as the County and City legally may do so, they shall be bound by the decision of the panel.

CITY OF PORTLAND

COUNTY OF MULTNOMAH

By: _____
Name: TOM POTTER
Title: Chief of Police
Date: _____

By: _____
Name: ROBERT G SKIPPER
Title: Sheriff of Multnomah County
Date: _____

By: _____
Name: J. E. BUD CLARK
Title: Mayor
Date: _____

By: _____
Name: BARBARA CLARK
Title: City Auditor
Date: _____

APPROVED AS TO FORM:

REVIEWED:

City Attorney, City of Portland

Sandra Duffy
Sandy Duffy, Assistant County Counsel

Date: _____

Date: 1-8-92

ORIGINAL

800652

removal of the seal by application to the Manager. Removal of an amusement device under such circumstances shall not relieve the displayer of any penalty.

4. The unlawful removal of seal from amusement device: the amusement device shall be subject to seizure and destruction pursuant to Section 14.69.100.

5. Owning, maintaining, controlling, distributing, operating, using or playing any amusement device prohibited under Section 14.69.030: the owner of the amusement device and the displayer are the violators and each shall be penalized up to \$500 per amusement device.

B. Calculation of Civil Penalties.

1. In calculating the amount of the civil penalty to be imposed for violations of the provisions of this Chapter, the Manager shall consider:

a. The extent and nature of the person's involvement in the violation;

b. The economic or financial benefit accruing or likely to accrue as a result of the violations;

c. Whether the violations were repeated or continuous, or isolated and temporary;

d. The magnitude and seriousness of the violation;

e. The City's costs of investigating the violations and correcting or attempting to correct the violation; and,

f. Any other factor the Manager deems to be relevant.

2. The Manager may impose civil penalties under this Section only after a Notice of Violation has been properly served, as provided in Section 14.69.100.A.

C. No person assessed a penalty under this Section shall be issued a permit under this Chapter until all such penalties have been paid in full.

D. Civil penalties imposed pursuant to this Section shall be the only penalties authorized for such violations.

E. Any person assessed a penalty may, within 10 days of receiving such written order, file a written notice of appeal as provided in Section 14.69.130.

14.69.120 Criminal Penalties.

Except as provided in Section 14.69.110, the intentional or knowing violation of any provision of this Chapter is punishable upon conviction by a fine of not more than \$500 or by imprisonment for not more than 6 months, or both.

14.69.130 Appeals.

A. The filing of a notice of appeal to the Code Hearings Officer, as set out in Chapter 22.10 of this Code, of revocation or suspension of a permit, or of any civil penalty imposed by the Manager under this Chapter, or of any seizure of an amusement device for destruction, shall stay the effective date of the action until the appeal is determined by the Code Hearings Officer.

B. The notice of appeal shall be in writing. The notice shall state the name and address of the appellant to which all required notices may be mailed. The notice shall also indicate the reasons why the appealed action was wrong and what the correct determination should be.

Chapter 14.74

BURGLARY, AND ALARM SYSTEMS

(New Chapter substituted by Ord. No. 164287, June 13, 1991.)

Sections:

- 14.74.010 Purpose and Scope.
- 14.74.030 Definitions.
- 14.74.050 Alarm Users Permits Required.
- 14.74.070 Fines for Excessive False Alarms.
- 14.74.110 No Response to Excessive Alarms.

- 14.74.130 Special Permits.
- 14.74.150 User's Instruction.
- 14.74.170 Automatic Dialing Device - Certain Interconnections Prohibited.
- 14.74.190 Hearing.
- 14.74.210 Sound Emission Cutoff Feature.
- 14.74.230 Confidentiality Statistics.
- 14.74.250 Allocation of Revenue and Expenses.
- 14.74.270 Interpretation.
- 14.74.290 Enforcement and Penalties.
- 14.74.310 Savings Clause.

14.74 Title. This Chapter shall be known as the "Burglary and Robbery Alarm Systems" regulations.

14.74.010 Purpose and Scope.

(a) The purpose of this chapter is to encourage alarm users and alarm businesses to assume increased responsibility for maintaining the mechanical reliability and the proper use of alarm systems, to prevent unnecessary police emergency response to false alarms, and thereby to protect the emergency response capability of the City from misuse.

(b) This chapter governs burglary and, robbery alarm systems, requires permits, establishes fees, provides for allocation of revenues and deficits, provides for fines for excessive false alarms, provides for discontinuation of police response to alarms, provides for punishment of violations and establishes a system of administration.

14.74.030 Definitions.

(a) "Alarm Business" means the business by any individual, partnership, corporation, or other entity of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving or installing any alarm system or causing to be sold, leased, maintained, serviced, repaired, altered, replaced, moved or installed any alarm system in or on any building, structure or

facility.

(b) "Alarm System" means any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of an illegal entry or other activity requiring urgent attention and to which police are expected to respond.

(c) "Alarm User" means the person, firm, partnership, association, corporation, company or organization of any kind which owns, controls or occupies any building, structure or facility wherein an alarm system is maintained.

(d) "Automatic Dialing Device" means a device which is interconnected to a telephone line and is programmed to select a predetermined telephone number and transmit by voice message or code signal an emergency message indicating a need for emergency response. Such a device is an alarm system.

(e) "Bureau of Emergency Communications" is the City/County facility used to receive emergency and general information from the public to be dispatched to the respective police departments utilizing the Bureau.

(f) "Burglary Alarm System" means an alarm system signaling an entry or attempted entry into the area protected by the system.

(g) "Sheriff" means Sheriff of Multnomah County or his designated representative.

(h) "Coordinator" means the individual designated by the Sheriff to issue permits and enforce the provisions of this chapter.

(i) "False Alarm" means an alarm signal, eliciting a response by police when a situation requiring a response by police does not in fact exist, but does not include an alarm signal caused by violent conditions of nature or other extraordinary circumstances not reasonably subject to control by the alarm business operator or alarm user.

(j) "Interconnect" means to connect an alarm system including an automatic dialing device to a telephone line, either directly or

through a mechanical device that utilizes a telephone, for the purpose of using the telephone line to transmit a message upon the activation of the alarm system.

(k) "Primary Trunk Line" means a telephone line serving the Bureau of Emergency Communications that is designated to receive emergency calls.

(l) "Robbery Alarm System" means an alarm system signaling a robbery or attempted robbery.

(m) "No Response" means police officers will not be dispatched to investigate a report of an alarm signal.

(n) "Chief of Police" or "Chief" means the Chief of Police of the City of Portland Bureau of Police or a designated representative.

(o) "Sound Emission Cutoff Feature" means a feature of an alarm system which will cause an audible alarm to stop emitting sound.

(p) "System Becomes Operative" means when the alarm system is capable of eliciting a response by police.

(q) "Economically Disadvantaged Person" means a person receiving public assistance and/or food stamps.

14.74.050 Alarm User Permits Required.

(a) Every alarm user shall obtain an alarm user's permit for each system from the Coordinator's Office within 30 days of the time when the system becomes operative. Users of systems with both robbery and burglary alarm capabilities shall obtain separate permits for each function. Application for a burglary or robbery alarm user's permit and the fee for each shall be filed with the Coordinator's office each year. Each permit shall bear the signature of the Sheriff and be for a 1 (one) year period immediately following issuance of the permit. The permit shall be physically upon the premises using the alarm system and shall be

available for inspection by the Chief or Sheriff.

(b) A yearly fee, permit surcharge, and renewal fee shall be established by the Bureau of Police. The fees established under this Section shall not become effective until approved by the Commissioner in charge of the Bureau of Police.

(c) If a residential alarm user is over the age of 62 and/or is an economically disadvantaged person and resides where the permitted alarm is located and if no business is conducted in the residence, a user's permit may be obtained from the Coordinator's Office according to Section 14.74.050 (a) without the payment of a fee.

(d) A surcharge will be charged in addition to the fee provided in Section 14.74.050 (A) to a user who fails to obtain a permit within 30 days after the system becomes operative or who is more than 30 days delinquent in renewing a permit.

(e) an alarm user fails to renew a permit within 30 days after the permit expires, the coordinator will notify the alarm user, by certified mail, that, unless the permit is renewed and all fees and fines are paid within 30 days from the date of mailing of the certified letter, Police response to the alarm will thereafter be suspended.

14.74.070 Fines for Excessive False Alarms.

(a) Fines will be assessed by the Coordinator for excessive false alarms during a permit year as follows:

Second through Third False Alarms - \$50 each
Fourth and any additional False Alarms - \$100 each

(b) The Coordinator will send a Notification of Alarm by regular mail to notify the alarm user and the alarm business of a false alarm and the fine and the consequences of the failure to pay the fine. The Coordinator will also inform the alarm users of their right

to appeal the validity of the false alarm to the Sheriff, as provided in Section 14.74.190. If the fine has not been received in the Coordinator's Office within 30 days of the day Notice of fine was mailed by the Coordinator and there is no appeal pending on the validity of the false alarm, the Coordinator will send the Notice of fine by certified mail along with a notice of late fee of \$25. If payment is not received within 10 days of the day the Notice of late fee was mailed, the Coordinator will initiate the no response process according to Section 14.74.110 and may initiate the enforcement of penalties according to Section 14.74.290.

(c) The payment of any fine provided for in Section 14.74.070 shall not be deemed to extend the term of the permit.

14.74.110 No Response to Excessive Alarms.

(a) After the second false alarm the Coordinator shall send a notification to the alarm user by regular mail which will contain the following information:

(1) That the second false alarm has occurred;

(2) That if two more false alarms occur within the permit year police officers will not respond to any subsequent alarms without the approval of the Sheriff;

(3) That the approval of the Sheriff can only be obtained by applying in writing for reinstatement. The Sheriff may reinstate the alarm user upon finding that reasonable effort has been made to correct the false alarms;

(4) That the alarm user has the right to contest the validity of a false alarm determination through a False Alarm Validity Hearing, according to Section 14.74.190. The request for such a hearing must be in writing and filed within ten days of the receipt of the Notice of Alarm.

(b) After the fourth false alarm within the permit year there will be no police

response to subsequent alarms without approval of the Sheriff. The Coordinator shall send a Notice of Suspension of Police Response to:

(1) The Director of the Bureau of Emergency Communication;

(2) The Chief of Police;

(3) The alarm user by certified mail; and

(4) The persons listed on the alarm user's permit who are to be contacted in case of emergency, by certified mail.

(c) The suspension of police response to an alarm shall begin ten days after the date of delivery of the Notice of Suspension of Police Response to the alarm user unless a written request for a False Alarm Validity Hearing has been made as required in Section 14.74.190.

14.74.130 Special Permits.

(a) An alarm user required by federal, state, county or municipal statute, regulation, rule or ordinance to install, maintain and operate an alarm system shall be subject to Chapter 14.74, provided:

(1) A permit shall be designated a special alarm user's permit.

(2) A special alarm user's permit for a system which has four false alarms in a permit year shall not be subject to the no response procedure specified in Section 14.74.110 but shall pay the regular fine schedule according to Section 14.74.070.

(3) The payment of any fine provided for in paragraph (2) of this subsection shall not be deemed to extend the term of the permit. (b) An alarm user which is a governmental political unit shall be subject to Chapter 14.74; but a permit shall not be

subject to fine, payment of additional fees or the imposition of any penalty provided under Chapter 14.74.

14.74.150 User instruction.

(a) Every alarm business selling,

leasing or furnishing to any user an alarm system which is installed on the premises located in the area subject to Chapter 14.74 shall furnish the user with instruction that provided information to enable the user to operate the alarm system at any time. The alarm business shall also inform each alarm user of the requirement to obtain a permit and where it can be obtained.

(b) Standard form instruction shall be submitted by every alarm business to the Sheriff. If the Sheriff reasonably finds such instructions to be incomplete, unclear or inadequate, the Sheriff may require the alarm business to revise the instruction to comply with Chapter 14.74 and then to distribute the revised instruction to its alarm users.

14.74.170 Automatic Dialing Device - Certain Interconnections Prohibited.

(a) It is unlawful for any person to program an automatic dialing device to select a primary trunk line and it is unlawful for an alarm user to fail to disconnect or re-program an automatic dialing device which is programmed to select a primary trunk line within 12 hours of receipt of written notice from the Coordinator that it is so programmed.

(b) It is unlawful for any person to program an automatic dialing device to select any telephone line assigned to the City and it is unlawful for an alarm user to fail to disconnect or reprogram such device within 12 hours of receipt of written notice from the Coordinator that an automatic dialing is so programmed.

14.74.190 Hearing.

(a) An alarm user who wants to appeal validity of a false alarm determination by the Coordinator may appeal to the Sheriff for a hearing. The appeal must be in writing and must be requested within ten days of the alarm user having received Notice of Alarm. Failure to contest the determination in the

required time period results in a conclusive presumption that the alarm was false.

(b) If a hearing is requested, written notice of the time and place of the hearing shall be served on the user by the Sheriff by certified mail at least 10 days prior to the date set for the hearing, which date shall not be more than 21 nor less than 10 days after the filing of the request for hearing.

(c) The hearing shall be before the Sheriff. The Coordinator and the alarm user shall have the right to present written and oral evidence, subject to the right of cross examination. If the Sheriff determines that the false alarms alleged have or have not occurred in a permit year, the Sheriff shall issue written findings waiving, expunging or entering a false alarm designation on an alarm user's record as appropriate. If false alarm designations are entered on the alarm user's record, the Coordinator shall pursue fine collection as set out in Section 14.74.070.

(d) The Sheriff may appoint another person to hear the Appeals and to render judgement.

14.74.210 Sound Emission Cutoff Feature. Alarm systems which can be heard outside the building, structure or facility of the alarm user shall be equipped with a sound emission cutoff feature which will stop the emission of sound 15 minutes or less after the alarm is activated.

14.74.230 Confidentiality and Statistics.

(a) All information submitted in compliance with Chapter 14.74 shall be held in the strictest confidence and shall be deemed a public record exempt from disclosure pursuant to ORS 192.502. The Coordinator shall be charged with the sole responsibility for the maintenance of all records of any kind whatsoever under Chapter 14.74.

(b) Subject to the requirements of confidentiality, the Coordinator shall develop

and maintain statistics having the purpose of assisting alarm system evaluation for use by members of the public.

14.74.250 Allocation of Revenues and Expenses.

(a) With the exception of the \$4.00 per year increase in the yearly fee adopted pursuant to Code Section 14.74.050 b., which shall be paid directly to the City, all fees, fines and surcharges collected pursuant to Chapter 14.74 shall be general fund revenue of Multnomah County; provided, however, that Multnomah County shall maintain records sufficient to identify the municipal jurisdiction from which the revenue is derived, and the types and amounts of that revenue.

(b) Multnomah County shall maintain records in accordance with sound accounting principles sufficient to determine on a fiscal year basis the direct costs of administering Chapter 14.74, including salaries and wages (excluding the Sheriff individually), travel, office supplies, postage, printing, facilities, office equipment and other properly chargeable costs.

(c) Not later than July 31 of each year, Multnomah County shall render an account to the Chief which establishes the net excess revenue or cost deficit for the preceding fiscal year and shall allocate that excess revenue, if any, or deficit, if any, to the City of Portland, Bureau of Police, proportionately as the number of permits issued for alarm systems within the corporate limits of the City of Portland bears to the whole number of permits issued in Multnomah County; provided, that no allocation shall be made if the net excess revenue or deficit is less than \$2500.00.

(d) Distribution by the County of any excess revenue or payment of allocated deficit amounts by a municipal corporation shall be made not later than September 1 of each fiscal year.

(e) "Sound accounting principles" as used in this Section, shall include, but not be limited to, practices required by the terms of any state or federal grant or regulations applicable thereto which relate to the purpose of this ordinance.

14.74.270 Interpretation. This ordinance shall be liberally construed to effect the purpose of this ordinance and to achieve uniform interpretation and application of this ordinance, the Multnomah County Alarm ordinance and ordinances of other municipal corporations within Multnomah County with the same purpose.

14.74.290 Enforcement and Penalties.

(a) Enforcement of this ordinance may be by civil action as provided in ORS 30.315, or by criminal prosecution, as provided in ORS 203.810 for offenses under County law.

(b) Violation of this ordinance shall be punishable upon conviction by a fine of not more than \$500.

(c) The failure or omission to comply with any section of this ordinance shall be deemed a violation and may be so prosecuted, subject to the penalty provided in paragraph (b) of this Section.

14.74.310 Savings Clause. If any article, section, subsection, phrase, clause, sentence or word in this Chapter shall for any reason be held invalid or unconstitutional by a court of competent jurisdiction, it shall not nullify the remainder of this Chapter, but shall be confined to the article, section, subsection, subdivision, clause, sentence or word so held invalid or unconstitutional.

TITLE 14
PUBLIC PEACE, SAFETY AND MORALS

Chapter 14.80

SPECIFIED CRIME PROPERTY

(Added by Ord. No. 159640 passed
and effective May 7, 1987.)

Sections:

- 14.80.010 Specified Crime Property Prohibited.
- 14.80.020 Definitions.
- 14.80.030 Procedure.
- 14.80.040 Commencement of Actions; Burdens of Proof; Defenses; Mitigation of Civil Penalty.
- 14.80.050 Closure During Pendency of Action.
- 14.80.060 Enforcement of Closure Order; Costs; Civil Penalty.
- 14.80.070 Relief from Closure Order.
- 14.80.080 Attorneys Fees.
- 14.80.090 Severability.

14.80.010 Specified Crime Property Prohibited. (Amended by Ord. No. 161476, effective Dec. 15, 1988.)

A. It is unlawful for any structure to be employed or used as specified crime property within the City of Portland. If a structure is found to be used or employed in violation of this Subsection, it is subject to closure for a period of up to 1 year.

B. It is unlawful for any person to employ, use, maintain, or allow the employment, use or maintenance of structures under their ownership and/or control as specified crime property. If a person is found in violation of this Subsection, they are subject to civil penalties of up to \$500 per day for each day the property has been so employed, used or maintained.

C. It is unlawful for any person to use or occupy any structure determined to be specified crime property after service of notice has been made pursuant to Section 14.80.030.

1. The provisions of Subsection C may be waived by the City in the event that the Chief of Police, Commissioner In Charge or a court of competent jurisdiction determines that exigent circumstances are such that the use or occupancy of the structure prior to a full court hearing is mandated.

2. Any occupant who fails to voluntarily cease the use or occupancy of a structure as required by Subsection C may be removed only pursuant to a court order after notice and an opportunity to be heard by the court having jurisdiction of an action brought pursuant to this Chapter.

14.80.020 Definitions. (Amended by Ord. No. 161476, effective Dec. 15, 1988.) As used in this Chapter, the following terms have the meanings given them in this Section.

A. Chief of Police. As used by this Chapter, includes any person designated by the Portland Chief of Police as his or her delegate in the enforcement of this Chapter.

B. Commissioner In Charge. That person on the Portland City Council who is assigned responsibility for the Bureau of Police.

C. Guidelines. The "Interim Guidelines for the Reduction of Contamination in Buildings used as Methamphetamine Drug Labs" found at Section 4 of the "Hazardous Chemical Guidelines" (4th Ed., June, 1988) published by the Oregon Department of Human Resources, Health Division.

D. Specified Crime Property. Any

Meeting Date JAN 23 1992

Agenda No.: C-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Approval of Intergovernmental Agreement with Oregon State Highway Division for Signal Maintenance Costs

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Robert Pearson TELEPHONE X 3838

PERSON(S) MAKING PRESENTATION Robert Pearson

ACTION REQUESTED:

/ / INFORMATIONAL ONLY / / POLICY DIRECTION /X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Two (2) minutes

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

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

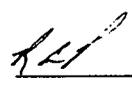
Approval of Intergovernmental Agreement with Oregon State Highway Division for the county's share of signal operation and maintenance costs, and other county obligations, during the construction of the signal and maintenance after construction of signals located at NE Sandy Blvd. and 181st Avenue.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 301862

MULTNOMAH COUNTY OREGON

Amendment #

CLASS I CLASS II CLASS III
Professional Services under \$10,000
Professional Services over \$10,000 (RFP, Exemption)
PCRB Contract
Maintenance Agreement
Licensing Agreement
Construction
Grant
Revenue
Intergovernmental Agreement

Contact Person Robert Pearson Phone 248-3838 Date December 31, 1991

Department Environmental Services Division Transportation Bldg/Room #425/Yeon

Description of Contract Intergovernmental Agreement with the Oregon State Highway Division for the county's share of signal operation and maintenance, for traffic signals at NE Sandy Blvd. and 181st Ave., and for other county obligations during the construction of said signal and maintenance after construction.

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

ORS/AR # Contractor is MBE WBE QRF

Contractor Name ODOT - Highway Division
Mailing Address 9002 SE McLoughlin Blvd.
Milwaukie, OR 97222
Phone 653-3090
Employer ID # or SS #
Effective Date Upon signature
Termination Date
Original Contract Amount \$
Amount of Amendment \$
Total Amount of Agreement \$

Payment Term

Lump Sum \$
Monthly \$
Other \$ Approximately \$600 per year
Requirements contract - Requisition required.
Purchase Order No.
Requirements Not to Exceed \$

REQUIRED SIGNATURES:

Department Manager
Purchasing Director (Class II Contracts Only)
County Counsel
County Chair/Sheriff

Date
Date
Date
Date

Table with columns: VENDOR CODE, VENDOR NAME, TOTAL AMOUNT, \$, LINE NO., FUND, AGENCY, ORGANIZATION, SUB ORG, ACTIVITY, OBJECT, SUB OBJ, REPT CATEG, LGFS DESCRIPTION, AMOUNT, INC/DEC IND

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

November 26, 1991

Misc. Contracts & Agreements
No. 10871

COOPERATIVE IMPROVEMENT
AGREEMENT

THIS AGREEMENT, is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, Highway Division, hereinafter referred to as "State"; CITY OF PORTLAND, acting by and through its elected officials, hereinafter referred to as "City"; and MULTNOMAH COUNTY, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "County".

W I T N E S S E T H

RECITALS

1. N.E. Portland Highway (N.E. Sandy Blvd.) is a part of the State highway system under the jurisdiction and control of the Oregon Transportation Commission, and N.E. 181st Ave. is a part of the County road system, under jurisdiction and control of County.
2. State and the City of Portland will be constructing the 138th Ave. - 181st Ave section of N.E. Airport Way hereinafter referred to as "Project", and a part of that project will be reconstructing the intersection of N.E. 181st Ave. and N.E. Sandy Blvd. Work at said intersection will also include traffic signal improvements. The location of the project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof. The project will be designed and constructed at no cost to the County. State and City entered into Miscellaneous Agreement Number 8116 and supplements thereto which address the funding responsibilities for the project.
3. By the authority granted in ORS 366.770, and 366.775, State may enter into cooperative agreements with the counties and cities for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
4. State and County entered into an agreement on December 12, 1967 and a subsequent agreement dated March 30, 1976 concerning design and installation of traffic signal equipment at the

A1191021

Contract No. 10871
MULTNOMAH COUNTY

intersection of N.E. 181st Ave. and N.E. Sandy Blvd. It has now been determined by State and County that the aforementioned agreements shall be superseded by this agreement in order to reflect an upgrade to the traffic signal system, modifications to the existing intersection, and changes in the previous maintenance and power responsibilities. This agreement will cover State's, County's, and City's responsibilities for that portion of the project to be constructed at the intersection of N.E. Sandy Blvd. and N.E. 181st Ave. only.

5. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control signals to be used, and to place or erect them upon State highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control signals shall be erected or maintained upon any State highway by any authority other than State, except with its written approval. Traffic signal work on the project shall conform to the current State standards and specifications.

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

STATE OBLIGATIONS

1. State shall prepare the contract and bidding documents, advertise for construction bid proposals, and award all contracts.
2. State shall, upon notification by City, relocate or reconstruct, or cause to be relocated or reconstructed, all privately or publicly-owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature, where such utilities or facilities are located within the right-of-way of any presently existing State Highway where such relocation or reconstruction is necessary in order to conform the utilities or facilities to the plans for the project. State may request City to arrange for said relocation, acting on behalf of State.

A1191021

Contract No. 10871
MULTNOMAH COUNTY

3. State shall, upon completion of the project, perform all required signal maintenance, retain complete jurisdiction and control of the timing established for operation of the traffic signal and provide electrical power for said signal. State will bill County annually for its share (25 percent) of all maintenance and power costs associated with the signal.

4. State shall maintain the pavement surrounding the vehicle detector loops installed in the State highway in such a manner as to provide adequate protection for said detector loops, and shall adequately maintain the pavement markings and signing installed on State Highway right-of-way in accordance with the plans and specifications.

CITY OBLIGATIONS

1. City shall conduct the necessary field surveys and traffic investigations, perform all preliminary engineering and design work required to produce plans, specifications, and cost estimates; acquire all necessary right-of-way and/or easements; arrange for relocation or adjustment of any conflicting utility facilities located on City right-of-way or upon private property; obtain all required permits, and upon State's award of the contract, furnish all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract.

COUNTY OBLIGATIONS

1. County hereby grants State/City the right to enter onto and occupy County right-of-way for the performance of necessary construction, installation and maintenance of the traffic signal equipment, including vehicle detector loops.

2. County shall, upon notification by City, relocate or reconstruct, or cause to be relocated or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature, where such utilities or facilities are located within the right-of-way of any presently existing County road where such relocation or reconstruction is necessary in order to conform the utilities or facilities to the plans for the project. County may request City to arrange for said relocation, acting on behalf of County.

A1191021

Contract No. 10871
MULTNOMAH COUNTY

3. County shall maintain the pavement surrounding the vehicle detector loops installed in County road in such a manner as to provide adequate protection for said detector loops, and shall adequately maintain the pavement markings and signing installed on County right-of-way in accordance with the plans and specifications.

4. County shall, upon completion of the project, annually reimburse State for its share (25 percent) of all maintenance and power costs attributed to the operation of the traffic signal equipment.

5. County shall authorize execution of this agreement during a regularly convened session of its Board of County Commissioners.

GENERAL PROVISIONS

1. County's standard share in the maintenance and power costs associated with traffic control signals at intersections with State highways is usually 50 percent. However, on this project State and County will also be sharing costs with the City of Gresham who has jurisdiction over the section of N.E. Airport Way that connects to this intersection. The City of Gresham's responsibilities will be covered in a separate agreement with the State.

2. Subject to the limitations of the Oregon Constitution and statutes; State, County and City shall each be solely responsible for any loss or injury caused to third parties arising from State's, County's, or City's own acts or omissions under this agreement and State, County and City shall defend, hold harmless and indemnify the other parties to this agreement with respect to any claim, litigation, or liability arising from State's, County's, or City's own acts or omissions under this agreement.

3. The contractor, its subcontractor, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers.

A1191021

Contract No. 10871
MULTNOMAH COUNTY

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

The N.E. Airport Way project was approved by the Oregon Transportation Commission on January 18, 1984 as part of the Six-Year Highway Improvement Program (page 120). Continued work on this project was approved on July 17, 1990 as part of the 1991-1996 Six Year Highway Improvement Program (page 103).

The Oregon Transportation Commission, by a duly adopted delegation order, authorized the State Highway Engineer to sign this agreement for and on behalf of the Commission. Said authority had been further delegated to the Traffic Engineer pursuant to Subdelegation Order Hwy-4 paragraph 3.

APPROVAL RECOMMENDED

By


Region Engineer

Date

12/2/91

STATE OF OREGON, by and through
its Department of Transportation,
Highway Division

By

Traffic Engineer

Date

APPROVED AS TO
LEGAL SUFFICIENCY

By

Asst. Attorney General

Date

MULTNOMAH COUNTY, by
and through its County Officials

By

Chair

APPROVED AS TO FORM

By

County Counsel

By

Commissioner

Date

MULTNOMAH COUNTY
ADDRESS:

Multnomah County
1620 S.E. 190th
Portland, Oregon 97233

CITY OF PORTLAND, by
through its Elected Officials

By

Mayor

By

Auditor

Date

A1191021

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY DIVISION

PLANS FOR PROPOSED PROJECT

GRADING AND PAVING, STORM SEWER, SIGNING, ILLUMINATION, SIGNALS

N.E. 138TH AVE. - N.E. 181ST AVE. (PORTLAND) SEC.
N.E. AIRPORT WAY - PHASE 5

MULTNOMAH COUNTY

NOVEMBER 1991

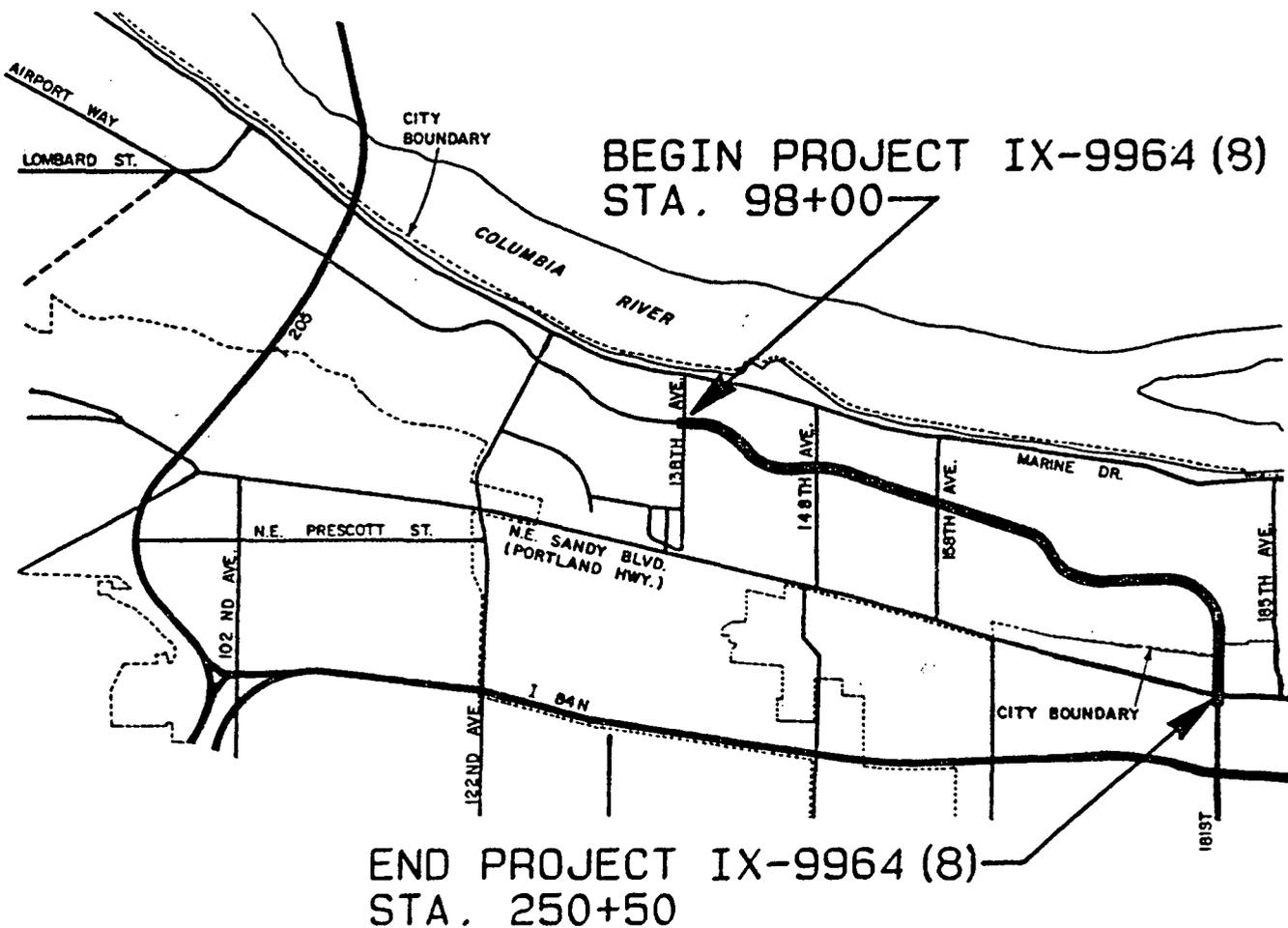


Exhibit 'A'



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

TO: County Chair's Office
 FROM: Bob Pearson *Bob Pearson*
 DATE: January 17, 1992
 SUBJECT: Agenda Item No. C-6

Agenda Item No. C-6 for the week of January 20-24, 1992, needs to be removed.

O.D.O.T. is revising an item in the Agreement. We will resubmit it as soon as we receive the corrected page.

BP:cmk

9626V

BOARD OF
 COUNTY COMMISSIONERS
 1992 JAN 21 AM 11:20
 MULTNOMAH COUNTY
 OREGON

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JAN 23 1992
Agenda No. R-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Cooperative Purchasing Approval

Informal Only * _____ (Date) Formal Only _____ (Date)

DEPARTMENT Mgmt. Support Svcs. DIVISION Purchasing, Contracts & Stores

CONTACT Lillie Walker TELEPHONE 248-5111

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

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

Request of the Board of County Commissioners, acting as the PCRB, for approval to continue with the State of Oregon Cooperative Purchasing Program.

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL
 FISCAL/BUDGETARY
 GENERAL FUND
 OTHER _____

1/24/92 original to Lillie Walker

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET/PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) *[Signature]*

OTHER *Lillie M. Walker*
(Purchasing, Facilities Management, etc.)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 JAN 16 PM 12:27

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



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500572

Amendment # _____

<p align="center">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p align="center">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p align="center">RATIFIED Multnomah County Board of Commissioners <u>R-1 January 23, 1992</u></p>
--	---	---

Contact Person Lillie M. Walker Phone 248-5111 Date 1/10/92

Department Mgmt. Support Svcs. Division Purchasing, Bldg/Room 421/1st
Contracts & Stores

Description of Contract _____
Use of State of Oregon Price Agreements to purchase goods and services
at volume discount.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name OREGON, State of
 Mailing Address Purchasing Division
1225 Ferry St. SE
Salem, OR 97310
ATTN: Dianne Crooker
 Phone 503-378-4650
 Employer ID # or SS # _____
 Effective Date February 1, 1992
 Termination Date January 31, 1993
 Original Contract Amount \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 300

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ _____

Requirements contract - Requisition required.
 Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager _____
 Purchasing Director Lillie M. Walker
 (Class II Contracts Only)
 County Counsel John D. DuBay
 County Chair/Sheriff Bladys McVay

Date _____
 Date 1/10/92
 Date 1/15/92
 Date 1/23/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	040	7440			6230				300	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

GREEN - FINANCE

PROGRAM QUALIFICATIONS

Thank you for expressing an interest in participating in the Cooperative Purchasing Program. So that your organization may participate in the program it must meet one of the following qualifications.

Mark the qualification that best describes your organization and furnish the requested information.

My organization X: Multnomah County is a:

- A. X Division or unit of local government having separate autonomy such as Oregon counties, cities, municipalities or other public corporate entities having local governing authority.
- B. Qualified nonprofit agency for disabled individuals participating in the program set forth in ORS 279.820 to 279.850."
 - * If your organization meets qualification B, your organization must be certified as a Qualified Rehabilitation Facility with the Purchasing Division's Special Programs Coordinator. Information regarding certification is available by calling 373-1250.
- C. Residential program under contract with the Department of Human Resource or a division thereof to provide services to youth in the custody of the state.
 - * If your organization meets qualification C, provide a copy of your current contract with the Department of Human Resources or divisions thereof.
- D. Public benefit corporation "as defined in ORS 65.001 that provides public services either under contract with a state agency, as defined in ORS 171.133, or under contract with a unit of local government, as defined in ORS 190.003, that funds the contract, in whole or in part with state funds."
 - * If your organization meets qualification D, provide:
 - 1) a certified copy of the statute designating your organization as a public benefit corporation.
 - 2) proof that your organization is recognized as tax exempt under Internal Revenue section 501 (c) (3).
 - 3) a copy of your current contract with the state of local government.
 - 4) a copy of the contract or voucher proving that the state is providing funds to fund the contract.

Return this page, the requested information regarding your organization, the signed and completed Contract and Authorized Agents sheets enclosed in the packet.

**SEND TO: Purchasing Division
Cooperative Purchasing Program
Department of General Services
1225 Ferry Street, S.E.
Salem, OR 87310**

CONTRACT

The following contract is entered into by and between the Oregon Department of General Services Purchasing Division (hereafter called "State") and X Multnomah County (hereafter called "Non-State Agency").

1. Purpose: State shall provide purchasing services for Non-State Agency. It is understood that acceptance of such services are discretionary on the part of Non-State Agency.

2. Term of Contract: The contract term shall be oneyr/mo (determined by the State), beginning the date the contract is signed by State and ending the last day of the month that is one yr/mo. from the date the contract is signed by State.

3. Services to be Provided: State agrees to provide purchasing services as follows:

A. Price Agreements: Non-State Agency is authorized to purchase goods and/or services from State price agreements by submitting a Purchase Request to State. State agrees to issue a Contract Release Order to the vendor on Non-State Agency's behalf.

B. Bid Purchases: State agrees to issue bids for Non-State Agency upon receipt of a Purchase Request. Non-State Agency authorizes State to award bids to lowest responsible bidder. Once a bid is issued, Non-State Agency agrees to accept the purchase unless the bid price exceeds funds available or unless other substantial justification is presented to State.

4. Consideration: Political subdivision will pay to State a service charge for purchasing services according to the following schedule:

<u>Value of Purchase</u>	<u>Service Charge</u>
\$ 0.00 to \$ 499.99	\$ 10.00
\$ 500.00 to \$ 999.99	\$ 20.00
\$ 1,000.00 to \$ 4,999.99	\$ 50.00
\$ 5,000.00 to \$ 9,999.99	\$ 75.00
\$ 10,000.00 to \$ 49,999.99	\$ 100.00
\$ 50,000.00 to \$ 99,999.99	\$ 150.00
\$100,000.00 to \$499,999.99	\$ 300.00
\$500,000 and over	\$ 500.00

This service charge is payable within 30 days of invoice receipt. Past due accounts may be assessed a late payment charge.

5. Price Agreement Subscription: Non-State Agency agrees to purchase State Price Agreement Summaries as follows:

- All Price Agreement Summaries. Cost - \$300/year.
- Non-Medical Price Agreement Summaries. Cost - \$200/year.
- Medical Price Agreement Summaries. Cost - \$100/year.
- As requested basis. Cost - \$5.00 for first one/\$1.00 for each additional

7. Authorized Agents: Non-State Agency agrees to provide State a list of all persons authorized to sign Purchase Requests, including samples of their signatures, and to keep this information up to date throughout the duration of this contract.

8. Cancellation: This contract is subject to immediate cancellation should Non-State Agency make a State price agreement purchase directly from a vendor. If this contract includes purchase of a subscription, all subscription fees paid shall be forfeited in the event of such cancellation.

NON-STATE AGENCY
Signature: Jillie M. Walker

DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
Signature: _____

Title: Purchasing Director

Title: _____

Date: _____

Date: _____

REVIEWED
By MULTNOMAH COUNTY COUNSEL

AUTHORIZED AGENTS

Agency: Multnomah County Purchasing, Contracts & Stores
Mailing Address: 2505 S.E. 11th
Portland, OR 97202
Telephone Number: (503) 248-5111

SUBJECT: Signature Authority - Purchase Requests

The following persons are authorized to sign Purchase Requests for this agency. It is understood that the Purchasing Division will make purchases on our behalf upon receipt of such Purchase Requests and that we will be committed to those purchases. It is understood that this is not a free service. The Purchasing Division will invoice our agency for service charges. These service charges will be paid by our agency within 30 days of receipt. Payments not received within 30 days may result in late payment charges. It is further understood that any changes in authorized agents must be immediately reported to the Purchasing Division.

Signature: *Lillie M. Walker* Date: 1/10/92
Agency Head

AUTHORIZED AGENTS

Signature: *Lillie M. Walker* Signature: *Franna Ritz*
Name: Lillie M. Walker Name: Franna Ritz
Title: Purchasing Director Title: Purchasing Specialist Supervisor

Signature: *Marion Grabarits* Signature: *Jan M. Thompson*
Name: Marion Grabarits Name: Jan M. Thompson
Title: Buyer Title: Buyer

Signature: *Roger A. Bruno* Signature: *Jeff Beer*
Name: Roger A. Bruno Name: Jeff Beer
Title: Buyer Title: Buyer

Signature: *Shirley Schumann* Signature: _____
Name: Shirley Schumann Name: _____
Title: Buyer Title: _____

Contact person for accounts payable issues:

Name: Patrick Brunn Telephone: 248-3316

Meeting Date: JANUARY 23, 1992

Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: APPOINTMENTS TO THE YOUTH ACTION PLAN TASK FORCE

BCC Informal JANUARY 21, 1992 BCC Formal JANUARY 23, 1992
(date) (date)

DEPARTMENT NONDEPARTMENTAL DIVISION CHAIR McCOY

CONTACT HANK MIGGINS TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION HANK MIGGINS

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 20 MINUTES

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

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

IN THE MATTER OF APPOINTING REPRESENTATIVES TO THE
COMPREHENSIVE YOUTH ACTION PLAN TASK FORCE PURSUANT
TO RESOLUTION 91-188

BOARD OF
COUNTY COMMISSIONERS
1992 JAN 16 PM 12:27
MULTNOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCoy
Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

Youth Action Plan Task Force

DRAFT

Committee Mission

The Task Force will review the recommendations of the Child Abuse Task Force, the Child and Adolescent Mental Health Planning Group, the Service Plan for Displaced Youth, Evaluation of Youth Service Centers, Great Start Plan, and the consultant's report in developing a strategy for preventing juvenile delinquency and intervention with youth who are already delinquent, and alternatives to detention.

Committee

The Committee will be made up of representatives appointed by the County Chair and approved by the Board from the following organizations:

- County Juvenile Department
- County District Attorney's Office
- Law Enforcement
- Tri-County Youth Consortium
- Community Agencies serving youth (2)
- County Youth Program Office
- County Juvenile Court
- Children's Services Division
- Public Schools
- Children and Youth Services Commission
- Children's Justice Steering Committee
- Court Appointed Special Advocates
- Oregon Council on Crime and Delinquency
- Multnomah County Legal Aid of Juvenile Rights Project

Process Time Frame

The Task Force will act as a technical committee to the Children's Justice Citizens Action Committee. The Task Force will also provide ongoing briefings concerning the report development and present the draft report for review and comment by the Action Committee. The Committee will report its findings to the Board of County Commissioners by March 15, 1992.

Staffing

Staffing will be provided by the County Juvenile Justice Division and the Board of County Commissioners.

1904ES2

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY

In the Matter of Building a) RESOLUTION
New Juvenile Facility and)
Establishing a Youth Action) 91-188
Plan for Multnomah County)

WHEREAS, Robyn A. et al. v. McCoy et al is a class action suit filed against Multnomah County alleging the existence of unconstitutional conditions at the Juvenile Detention Home, and

WHEREAS, the County Board referred a \$23 million bond issue to the voters in May, 1990, to construct a new juvenile facility. The bond was defeated. A major issue in the campaign was the lack of a Comprehensive Plan for Juveniles.

WHEREAS, the Board has received several reports relating to youth and delinquency in the past year. (e.g. the Child Abuse Task Force, the Child and Adolescent Mental Health Planning Group, the Service Plan for Displaced Youth, and the consultant's study on the juvenile home.)

WHEREAS, consultants Richard Gable and Paul DeMuro issued a Program Review of the Detention Facility and Practices in September, 1991. The report noted that there were needs to expand "the number and improve the accessibility of pretrial detention alternatives" and "the county's post-adjudicative alternatives for committed youth". The report concluded that:

In many ways, the County's need for a secure detention facility will be contingent on its commitment to alternative programs. Without a doubt, chronic and violent offenders will need to be held in secure care. However, a thoughtful commitment to alternative programs will both reduce the need for secure care beds and offer more of an opportunity for some of Portland's troubled youth. In this case, development of decent alternative programming makes good economic and programming sense.

WHEREAS, the recent efforts of the Portland Employment and Empowerment Coalition is evidence of strong community concern about the root causes of gang involvement and activity.

WHEREAS, the Children's Justice Steering Committee recommended that the county commit to construct a new juvenile facility and begin a planning process for the needs of youth.

WHEREAS, the need for a new juvenile home is symbolic of the lack of adequate services for children and young people,

THEREFORE BE IT RESOLVED, the Board of County Commissioners recognizes the need for a new juvenile facility to be an emergency. The Board does not want to fund extensive improvements to a building that must be abandoned soon.

THEREFORE BE IT FURTHER RESOLVED, that the Board commits to construct a new juvenile facility as quickly as possible. The Board will pursue regional funding from other jurisdictions proportionate to their use of the facility.

THEREFORE BE IT FURTHER RESOLVED, that the Board requests that the Chair schedule a briefing on the specific design of the facility within 30 days. Also, the Board requests that the Chair present a plan to the Board to fund the facility within 60 days.

THEREFORE BE IT FURTHER RESOLVED, that the Board will make the following emergency expenditures:

a. One time only repairs to meet Fire Marshal requirements, after Facilities Management has rediscussed these requirements given the commitment to build a new facility and to cap the existing facility.

b. Programming to adequately serve youth at the facility.

c. A partial third boys unit to operate between now and June 30, 1992.

THEREFORE BE IT FURTHER RESOLVED, that the Board will provide funding for appropriate community alternatives for juveniles as part of the Comprehensive Youth Action Plan. The Board will ask the Department to monitor and evaluate the success of that programming to help determine the final size of the new facility.

THEREFORE BE IT FURTHER RESOLVED, that the Board recognizes that a new facility does not address the inadequate prevention and intervention services for youth. The Board therefore requests that a Comprehensive Youth Action Plan be developed by a Task Force, with representatives from the following:

Juvenile Department	Youth Program Office
District Attorney's Office	Juvenile Court
Law Enforcement	Children's Services Division
Tri County Youth Consortium	Public Schools
Community Agencies serving youth - 2	
Children and Youth Services Commission	
Children's Justice Steering Committee	
Court Appointed Special Advocates	
Oregon Council on Crime and Delinquency	
Multnomah County Legal Aid or Juvenile Rights Project	

THEREFORE BE IT FURTHER RESOLVED, that appointments will be made in accordance with the Charter. The Planning Group will select its own chair. Staff will be provided by the Board of Commissioners, and other agencies as requested by the Chair.

THEREFORE BE IT FURTHER RESOLVED, that the Comprehensive Youth Action Plan Task Force will develop a strategy for dealing with preventing juvenile delinquency and intervening with children who are already delinquent.

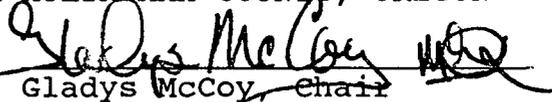
THEREFORE, BE IT FURTHER RESOLVED, that the Task Force will consider the recommendations of the Child Abuse Task Force, Child and Adolescent Mental Health Planning Group, Service Plan for Displaced Youth, and the consultant's report.

THEREFORE BE IT FURTHER RESOLVED, that the goal of this Plan is a reduction of delinquency through early intervention in the lives of predelinquent youth and reintegration of delinquent youth into productive lives in the community. In pursuit of that goal, the Plan should include recommendations designed meet the objectives outlined in Appendix A.

THEREFORE BE IT FURTHER RESOLVED, that the Committee will report to the Board by March 15, 1992. The Board commits to reviewing and adopting a plan and funding it during its 1992-3 budget process.

ADOPTED THIS 12th DAY OF DECEMBER, 1991

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By 
Gladys McCoy, Chair




Laurence Kressel, County Counsel

By H. H. Lazenby, Jr.

APPENDIX A

Protect the public by targeting beds at the Home to those who pose the greatest public safety risk

Increase effectiveness of probation by developing a progressive series of sanctions as a consequence for violations of standards

Increase the accountability of youth by providing a continuum of services between the Youth Services Center and the Juvenile Home.

Strive for greater public safety and youth accountability, by building upon the skill based competency program and including services such as job readiness skills, mental health, health, alcohol and drug treatment, and appropriate living arrangements.

Target resources to youth who now occupy space at the Home because of a lack of appropriate alternative sanctions - e.g. dependency cases, children in need of shelter care.

Target resources to young sex offenders and victims of child abuse, who may become delinquent without treatment.

Provide services attuned to cultural differences and diverse youth populations

Expand community prevention efforts aimed at keeping youth out of gangs.

Seek a balance between prevention services which seek to assist younger children who will likely be delinquent if assistance is not provided and intervention services directed at youth already involved in delinquent activities



GLADYS McCOY, Multnomah County Chair

Room 134, County Courthouse
1021 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 248-3308

APPOINTMENTS TO COMPREHENSIVE YOUTH ACTION PLAN TASK FORCE

Juvenile Justice Division	Hal Ogburn
District Attorney	Mark McDonnell
Law Enforcement	Cpt. Bob Brooks, PPB
Tri-County Youth Consortium	Bob Donough
Community agencies serving youth	Tony Hopson Dennis Morrow
Youth Program Office	Michael Morrissey
Juvenile Court	Judge Linda Bergman
Public Schools	Dr. Marilyn Richen
CCYSC	Dr. Mary DuPain Maria Tenorio
Court Appointed Special Advocate	Jamie Tillman
Oregon Council on Crime and Delinquency	Tom English
Children's Justice Task Force	Bruce Watts

Two appointments, Childrens Services Division and Juvenile Rights Project, remain to be made.

Meeting Date: JAN 23 1992

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Board Portfolio Assignments

AGENDA REVIEW/
BOARD BRIEFING _____ REGULAR MEETING January 23, 1992
(date) (date)

DEPARTMENT County Chair DIVISION _____

CONTACT Merlin Reynolds TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Hank Miggins, Bill Farver, Maureen Leonard

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

In the matter of assigning Commissioner's Portfolios in Public Health, Public Safety, Environmental Preservation and General government for calendar year 1992.

*1/23/92 copy to Ardy's Creashead
1/24/92 copies to each
Commissioner & Merlin
Reynolds*

BOARD OF
COUNTY COMMISSIONERS
MULTIPLA COUNTY
OREGON
1992 JAN 16 PM 12:27

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCoy
Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

In the Matter of Assigning) RESOLUTION
Commissioners Portfolios)

WHEREAS, the Board of County Commissioners desires to remain informed concerning policy and legislative issues that confront the County; and

WHEREAS, the County departments desire a formal method to keep Board members informed concerning issues that confront them as policy makers and legislators; and

NOW, THEREFORE, BE IT RESOLVED, that the County Chair assigns Commissioner Rick Bauman, the Public Health Portfolio; Commissioner Gary Hansen, the Public Safety Portfolio; Commissioner Pauline Anderson, the Environmental Preservation Portfolio; and Commissioner Sharron Kelley, the General Government Portfolio for 1992.

ADOPTED this _____ day of _____, 1992.

MULTNOMAH COUNTY, OREGON

By _____
Gladys McCoy, County Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

BY John L. DuBay

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Assigning)
Commissioners Portfolios in) RESOLUTION
Public Health, Public Safety,)
Environmental Preservation and) 92-14
General Government for the)
Calendar Year 1992)

WHEREAS, the Board of County Commissioners desires to remain informed concerning policy and legislative issues that confront the County; and

WHEREAS, the County departments desire a formal method to keep Board members informed concerning issues that confront them as policy makers and legislators; now therefore

IT IS HEREBY RESOLVED that the County Chair assigns Commissioner Rick Bauman, the Public Health Portfolio; Commissioner Gary Hansen, the Public Safety Portfolio; Commissioner Pauline Anderson, the Environmental Preservation Portfolio; and Commissioner Sharron Kelley, the General Government Portfolio.

DATED this 23rd day of January, 1992.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Gladys McCoy

Gladys McCoy, Chair

REVIEWED:

John L. DuBay

John L. DuBay, County Counsel
Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS PORTFOLIOS

PUBLIC HEALTH PORTFOLIO

Commissioner Rick Bauman:

- * Public Health and Human Services Issues
- * Portland/Metropolitan Commission on Aging
- * Mental Health Advisory Committee
- * Community Health Council
- * Welfare Reform Advisory Committee
- * Children & Youth Services Commission
- * Funders Advisory Board
- * Acute Care Oversight Group

PUBLIC SAFETY PORTFOLIO

Commissioner Gary Hansen:

- * Public Safety Issues
- * Justice Coordinating Council
- * Community Corrections Advisory Committee
- * Alternate to JPACT
- * Alternate to Metro Solid Waste
- * AOC Legislative Committee

ENVIRONMENTAL PRESERVATION PORTFOLIO

Commissioner Pauline Anderson:

- * Environmental Issues
- * Transportation Issues
- * Parks Commission
- * Joint Policy Advisory Committee on Transportation
- * East County Transportation Committee
- * Metro Urban Growth Committee
- * Metro Green Spaces Committee
- * Metropolitan Arts Commission

GENERAL GOVERNMENT PORTFOLIO

Commissioner Sharron Kelley:

- * Support Services Issues
- * Library Issues
- * Cable TV Committee
- * Metropolitan Human Relations Commission
- * East County Cities
- * Citizen Involvement Committee
- * Private Industry Council
- * Metro Solid Waste Committee

ASSIGNMENTS

Chair Gladys McCoy:

- * Metropolitan Service District
- * NACo/AOC
- * Leaders Roundtable
- * State Emergency Management
- * Metro Local Government Committee

Meeting Date: JAN 23 1992

Agenda No.: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: PLEASE SEE OTHER SIDE

BOARD BRIEFING: _____ REGULAR MEETING 1-23-92
(date) (date)

DEPARTMENT NON-DEPARTMENTAL DIVISION AFFIRMATIVE ACTION

CONTACT JERRY BITLE TELEPHONE 823-3173

PERSON(S) MAKING PRESENTATION JERRY BITLE

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 MIN.

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

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

APPROVAL OF RESOLUTION WOULD AFFIRM MULTNOMAH COUNTY'S POLICY OF EQUAL TREATMENT AND ACCESS TO COUNTY PROGRAMS, SERVICES AND ACTIVITIES FOR PEOPLE WITH DISABILITIES.

1/24/92 copies to Jerry Bitle
(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER [Signature]

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 JAN 14 AM 10 14
MULTNOMAH COUNTY
OREGON

Subject:

IN THE MATTER OF EXPRESSING THE COUNTY BOARD'S
POLICY THAT ALL PROGRAMS, SERVICES AND ACTIVITIES
PROVIDED BY THE COUNTY ARE ACCESSIBLE TO
PEOPLE WITH DISABILITIES AS MANDATED BY THE
1990 AMERICANS WITH DISABILITIES ACT.

Meeting Date: JAN 23 1992

Agenda No.: R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Firearms

BCC Informal _____ BCC Formal Jan 23, 1992
(date) (date)

DEPARTMENT non- dept. DIVISION BCC

CONTACT Maureen Leonard TELEPHONE 248-5076,

PERSON(S) MAKING PRESENTATION Sgt. Kathy Ferrell

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 min.

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

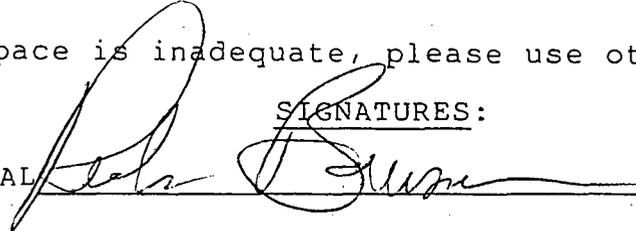
BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Amends County Ordinance #646 (regulating public possession of firearms) to:

- (1) conform with City of Portland ordinance passed Jan 15, 1992
- (2) amend safety training section to meet MGSO administrative needs

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL 

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

ORDINANCE FACT SHEET

Ordinance Title: Amends County Ordinance #646 (regulating firearms)

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

Amends existing ordinance to:

(1) conform with City of Portland ordinance on the same topic (public possession of assault weapons)

(2) revised safety training section to meet MCSO administrative needs.

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

Portland

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

What is the fiscal impact, if any?

Administrative cost savings for MCSO.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: M. Leonard

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: Patricia Bauer ^{MC}

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance amending ordinance No. 646 (Firearms) by expanding the list of firearms in the definition of "assault weapon", clarifying certain language pertaining to excluded firearms and deleting certain provisions concerning the firearms safety and education course.

(Shaded Language is to be deleted; underlined language is new)

Multnomah County ordains as follows:

Section 1. Amendment

Section II(A)(1) definition of "assault weapon"), Ordinance No. 646, is amended by adding the following to the list of semi-automatic rifles:

Browning Automatic Rifle (BAR)

Johnson

M1 Carbine

Reising

Semi-automatic Thompson Gun

Stens

Section 2. Amendment

Section II(A) (definition of "assault weapon"), Ordinance No. 646 is amended by adding the following to the definition:

(5) any weapon of any description by whatever name known which is designed or modified to allow two or more shots to be fired by a single pressure on the

01/16/92:1

1 trigger device .

2
3 Section 3. Amendment

4 Section II(B)(3) (exclusion from definition of "assault
5 weapon") Ordinance No. 646, is amended to read as follows:

6 (3) Any handgun that is a revolver or conventional semi-
7 automatic pistol incapable of receiving a magazine of [no] more
8 than 20 rounds.

9 Section 4. Amendment

10 Section VII, Ordinance 646, is amended to read as follows:

- 11 A. By July 1, 1990, the Multnomah County Sheriff's
12 Office shall develop a firearms safety and
13 education course to be available to any Multnomah
14 County resident. The Sheriff may develop the
15 course in conjunction with nationally or state
16 recognized entities that foster education about
17 firearms.
18 B. The course shall emphasize safe firearm use and
19 storage; laws regarding gun possession, use and
20 transfer; the gravity of harms guns may cause;
21 methods of protecting firearms from theft; and
22 other topics as the Sheriff deems appropriate. The
23 course shall reasonably accommodate citizens who do
24 not speak English, and handicapped citizens.
25 C. A person who successfully completes the course
26 shall receive a training certificate.
27 D. The Sheriff may certify firearms safety and
28 education courses offered by other organizations
29 and may issue training certificates to course
30 participants.
31 E. The certificate shall be issued only by the
32 Multnomah County Sheriff's Office. It shall
33 contain a photo identification and signature of the
34 participant, a notation of the type of gun, for
35 which the participant was trained, and other
36 information as the Sheriff deems pertinent.
37 F. By January 1, 1991, the Sheriff shall inform the

01/16/92:1

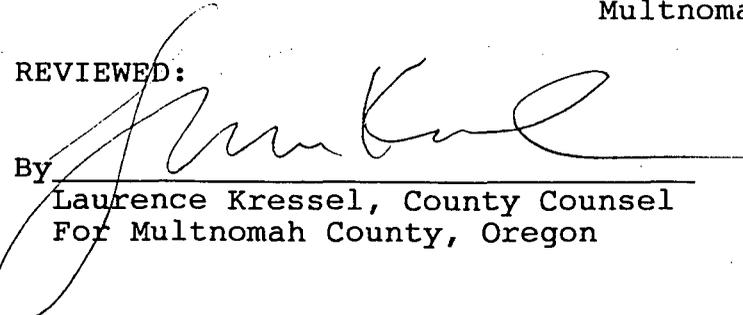
Board of the progress of the firearms safety and education course with emphasis on the number of people certified and costs for the program. The Board will review this section to determine whether to make the course mandatory.

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

(SEAL)

Gladys McCoy, Chair
Multnomah County, Oregon

REVIEWED:

By 

Laurence Kressel, County Counsel
For Multnomah County, Oregon

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01/16/92:1

BUDGET MODIFICATION NO. MCSO 419

(For Clerk's Use) Meeting Date JAN 23 1992
Agenda No. R-60

REQUEST FOR PLACEMENT ON THE AGENDA FOR January 23, 1992
(Date)

DEPARTMENT Sheriff's Office DIVISION Services Branch

CONTACT Larry Aab TELEPHONE 251-2489

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

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

Budget Modification requesting authorization to reclassify an Office Assistant II position to a Senior Fiscal Assistant position in the Sheriff's Management and Fiscal Services Unit.

(Estimated Time Needed on the Agenda)

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

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification will reclassify an Office Assistant II position to a Senior Fiscal Assistant position effective October 4, 1991. This reclassification has been approved by Shirlee Robertson, Personnel Analyst.

This is a Jail Levy funded position. Funds to pay for this reclassification will be transferred out of the Levy overtime appropriation. The total cost for the 1991-92 fiscal year is \$3,403.

MILPITAS COUNTY
SHERIFF'S OFFICE
1992 JAN 1 11:22
SHERIFF'S OFFICE

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

CONTINGENCY STATUS (to be completed by Finance/Budget)
(Specify Fund) Contingency before this modification (as of _____) \$ _____
(Date) After this modification \$ _____

Originated By	Date	Department Manager	Date
Budget Analyst	Date	Personnel Analyst	Date
Board Approval			Date

J. Mack Campbell 1-13-92 *Robert A. Stepp* 1/3/92
Shirlee Robertson 1-13-92
Deborah Rogers *January 23, 1992*

EXPENDITURE TRANSACTION EB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		169	025	3606			5100			2,622		Permanent
							5500			709		Fringe
							5550			74		Insurance
				3955			5300			(2,420)		Overtime
							5500			(847)		Fringe
							5550			(138)		Insurance
		400	040	7231			6580			(64)		Insurance
			050	7531								
TOTAL EXPENDITURE CHANGE										(64)		TOTAL EXPENDITURE CHANGE

REVENUE TRANSACTION RB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		400	040	7231			6600			(64)		Svs. Reim. to Ins. Fund
			050	7040			6600					
TOTAL REVENUE CHANGE												TOTAL REVENUE CHANGE

PERSONNEL DETAIL FOR BUD MOD NO. MSO #19

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

FTE Increase (Decrease)	POSITION TITLE	Annualized			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
(1)	Office Assistant	(17,694)	(4,777)	(4,672)	(27,143)
1	Senior Fiscal Assistant	21,191	5,722	4,770	31,683
0	TOTAL CHANGE (ANNUALIZED)	3,497	945	98	4,540

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	Current FY			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
Permanent	Cut Office Asst. II Position	(13,271)	(3,583)	(3,504)	(20,358)
Permanent	Add Sr. Fiscal Asst.	15,893	4,292	3,578	23,763
	Sub Total	2,622	709	74	3,405
Overtime	Cut overtime to fund above reclassification	(2,420)	(847)	(138)	(3,405)
	Total	202	(138)	(64)	0

DATE 1/23/92

NAME Jeff Baker

ADDRESS 222 S.W. Columbia

STREET Portland, OR 97201

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-7

SUBJECT Land Sale Contract 15428

_____ FOR _____ AGAINST

PLEASE PRINT LEGIBLY!

DATE SUBMITTED _____.

(For Clerk's Use)
Meeting Date JAN 16 1992

JAN 23 1992

R-7

Agenda No. R-2

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: CANCELLATION OF LAND SALES CONTRACT

Informal only* _____ . Formal only _____ .

DEPARTMENT ENVIRONMENTAL SERVICES . DIVISION TAX TITLE UNIT .

CONTACT LARRY BAXTER . TELEPHONE 248-3590 .

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD LARRY BAXTER .

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

1. Request cancellation of Land Sales Contract #15428 under the provision of ORS 275.180.

2. Purchaser has failed to make the monthly payments as required by contract, has failed to pay taxes lawfully assessed and levied and has allowed activities since June 3, 1991 which have subjected ~~the~~ the property to waste. (See letter, dated December 4, 1991, from Portland Chief of Police, Tom Potter).

[] INFORMATION ONLY [] PRELIMINARY APPROVAL [] POLICY DIRECTION [X] APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 MINUTES .

IMPACT:

PERSONNEL

[] FISCAL/BUDGETARY

[] General Fund

[X] Other Tax Title Fund .

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: _____ .

BUDGET/PERSONNEL: _____ .

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract JLD .

OTHER: FACILITIES MANAGEMENT F. W. ... George
(Purchasing, Facilities Management, etc)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 JAN -9 AM 10:59

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancellation of)
Land Sale Contract 15428)
between Multnomah County, Oregon and) ORDER TO CANCEL CONTRACT
STEPHEN M. OLSON)
upon Default of Payments and Performance)
of Covenants)

Upon advice of the Tax Title Unit of Multnomah County that the contract purchaser, STEPHEN M. OLSON by contract dated August 28, 1987, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

WOODLAWN TERRACE CONDOMINIMUM LOT 15,19,20,22 and 23

pursuant to authority of ORS 275.180, and that said purchaser is now in default of the terms of said contract in that purchaser failed to make monthly payments of \$280.00 since December 15, 1990 for a total of \$2,557.33, that purchaser failed and neglected to pay before delinquency taxes for the years 1988/89 1989/90 1990/91 in the amount of \$3,558.45 plus interest which were lawfully assessed and levied against said property and that purchaser has allowed activities which have subjected the property to waste.

It appearing to the Board that ORS 275.220 provides that upon such default or breach of said contract, the Board may cancel said contract:

NOW, THEREFORE, it is hereby ORDERED that the subject contract be and is declared CANCELLED.

IT IS HEREBY FURTHER ORDERED that 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.

IT IS HEREBY FURTHER ORDERED that the MULTNOMAH COUNTY SHERIFF serve a certified copy of this order, as a summons is served, upon STEPHEN M. OLSON at 2718 SW Kelly #321, Portland, Oregon and a return of service be made upon such copy.

Dated this day of , 199

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Gladys McCoy
Multnomah County Chair

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

By _____

**MULTNOMAH COUNTY OREGON**

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

NOTICE OF DEFAULT

SEPTEMBER 20, 1991

STEPHEN M. OLSON
2600 NE UNION AVE #136
PORTLAND, OR 97212

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN DEFAULT UNDER CONTRACT #15428 WITH MULTNOMAH COUNTY FOR THE PROPERTY LEGALLY DESCRIBED AS:

WOODLAWN TERRACE CONDOMINIUM LOT 15,19,20,22 and 23.
(92630-0290) commonly known as 6939/15/19/20/22/23 NE GRAND AVE..

THE NATURE OF THE DEFAULT IS THAT YOU HAVE FAILED TO MAKE MONTHLY PAYMENTS OF \$280.00 EACH FOR 9 MONTHS FOR A TOTAL OF \$2,557.33 AND THAT YOU HAVE FAILED TO PAY REAL PROPERTY TAXES WITH INTEREST IN THE AMOUNT OF \$3,558.45.

THE TOTAL AMOUNT OF DEFAULT AS OF SEPTEMBER 15, 1991 IS \$6,115.78.

IF THE DEFAULT IS NOT CURED BEFORE NOVEMBER 20, 1991, THIS CONTRACT WILL BE CANCELLED, AND EVERY RIGHT, OR INTEREST OF ANY PERSON IN THE PROPERTY WILL BE FORFEITED FOREVER TO THE COUNTY.

SINCERELY,

ROBERT J. OBERST for LAURENCE C. BAXTER
MANAGER, TAX TITLE UNIT.

cc:A. J. Chapels 3969 NE 40th ave. Portland, Ore 97212
cc:Commonwealth Property Mgt. Attn: Brad Fudge 3718 SW Condor Suite
110 Portland, Oregon 97201



CITY OF
PORTLAND, OREGON
BUREAU OF POLICE

J.E. BUD CLARK, MAYOR
Tom Potter, Chief of Police
1111 S.W. 2nd Avenue
Portland, OR 97204

December 4, 1991

Multnomah County Oregon
%Robert J. Oberst
2505 S.E. 11th Avenue
Portland, OR 97202

Dear Mr. Oberst:

This certified letter is being sent to advise you, as the owner of property located at 6939 N.E. Grand Avenue, Portland, Oregon that on December 4, 1991 I, as Chief of Police for the City of Portland found this structure to be in violation of Portland City Code (PCC) 14.80.010, which ordinance makes it unlawful for a structure to be employed or used as specified crime property.

The facts giving rise to this finding are that on numerous occasions commencing on June 3, 1991 through October 14, 1991 activities involving (prostitution or the manufacture/delivery of controlled substances) took place.

This letter serves as notification to you that I am requesting the Office of the City Attorney to prepare an action that will seek the closure of the structure and which also may seek the imposition of civil penalties against you. Under the terms of PCC Chapter 14.80, the proceedings may be commenced at any time after the expiration of ten (10) days from the date of this letter.

A copy of this letter is being forwarded to the Commissioner-in-Charge of the Police Bureau and to the Office of the City Attorney. If you have any questions concerning this matter, I suggest that you contact the City Attorney. Their phone number is (503)823-4047. You may also wish to contact your own attorney.

Very truly yours,

Tom Potter

TOM POTTER *dk*
Chief of Police

TP/LFP/dmn
c: Commissioner-in-Charge
City Attorney's Office
Captain, Drugs and Vice Division
Captain, North Precinct

LFP1202.1/I

ATER WYNNE
HEWITT
DODSON
& SKERRITT

ATTORNEYS AT LAW

Suite 1800
222 S.W. Columbia
Portland, Oregon 97201-6618
(503) 226-1191
Fax (503) 226-0079

January 22, 1992

Mr. Gary Hansen
Multnomah County Commissioner
1021 S.W. 4th
Portland, OR 97204

Re: Woodlawn Terrace Condominiums

Dear Mr. Hansen:

As you know, this firm has been assisting People Against Crime ("PAC") in its efforts to address the drug and prostitution problems at the Woodlawn Terrace Condominiums. PAC is a Oregon non-profit corporation formed to, among other things, improve the livability of the Woodlawn Neighborhood. I have enclosed copies of the organizations's articles of incorporation and bylaws for your review.

It is our understanding that the County is considering whether it should continue its contractual relationship with Mr. Steve Olson for the sale of five of the condominium units at Woodlawn Terrace. PAC has definite views on this issue.

PAC will not oppose Mr. Olson's continued ownership of these five units only if the financing agreement is conditioned upon his compliance with the following provisions:

1. Secure the crawl spaces above the condominium units by March 1, 1992. The crawl spaces have been used by tenants to escape the police and store drugs and weapons.
2. Add flood lights or similar illumination on the Bryant Avenue side of the complex by March 1, 1992.
3. Remove all derelict motor vehicles from the condominium premises by March 1, 1992.

JJB\dkt592.1tr

CLERK OF COURT
COUNTY COMMISSIONER
1992 JAN 23 AM 11:20
MULTNOMAH COUNTY
OREGON

January 22, 1992
Page 2

4. Institute parking regulations that prevent the trespass of non-authorized and non-functioning motor vehicles from the condominium premises by March 1, 1992.
5. Remove the wood fencing that surrounds the property in order to enhance crime prevention efforts. The solid fencing provides easy cover for people engaged in illegal activities. It must be removed by March 1, 1992.
6. Schedule and complete a building inspection by the appropriate city officials before March 1, 1992. Compliance with the inspector's findings must proceed immediately thereafter.
7. Install a barricade on the Grand Avenue side of the complex to prevent people from driving into the common area behind the condominium units.
8. Immediately institute appropriate screening procedures for new tenants. This may be accomplished by hiring Investigative Services, a local independent investigation company. Alternatively, if Mr. Olson intends to complete his own screening, he must secure and retain records of the applicants' credit history, photographic identification, security deposit, criminal background, and previous rental history. If Mr. Olson undertakes his own screening, a representative from PAC shall be allowed to conduct an inspection of the documents every two months.
9. Mr. Olson must cooperate with all police investigations and enforcement efforts concerning residents and/or guests of the Woodlawn Terrace Condominiums. This cooperation shall include signing a "partnership agreement" with the Portland Police Department whereby police officers are empowered to act as the owner's agents for purposes of ejecting trespassers.

January 22, 1992
Page 3

10. Mr. Olson must make his best effort to vigilantly enforce all aspects of landlord-tenant laws to ensure preservation of the quiet enjoyment of the condominium units and the surrounding neighborhood.

PAC will only consider Mr. Olson's continued ownership of these properties if the foregoing conditions are incorporated into a contract between the County and Mr. Olson. In addition, his failure to satisfy any one of these criteria must be treated as a material breach of that contract. PAC takes this position because the alternative of boarded-up units in this complex presents additional public safety concerns. Nevertheless, it views each of these conditions as mandatory.

I am willing to discuss these conditions with you in greater detail. Therefore, please do not hesitate to contact me should you have any questions or concerns.

Very truly yours,



Jeffrey J. Baker

JJB/dkt

Enclosures

cc: Colleen Toomey
Stephen Olson
Valencia Tolbert
Steve Blackhurst

Meeting Date JAN 23 1992

Agenda No.: R-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Notice of Intent to apply for a \$38,000 Grant for Oxbow Park Improvements

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT Environmental Services DIVISION Parks Services

CONTACT Nancy Chase/Jim Lind TELEPHONE 248-5050

PERSON(S) MAKING PRESENTATION Chase/Lind

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: NO

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

The Parks Services Division would like to request Board approval to apply for a Land & Water Conservation Grant for \$38,000 for improvements at Oxbow Park. The grant requires a 50/50 match for a total project cost of \$76,000. The improvement projects would consist of electrical work, one outhouse replacement, and picnic table replacement.

There is no match money now available. The match will be a proposal in the 92/93 FY budget preparation process. The Board of Commissioners may choose not to accept the grant if it is awarded.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *[Signature]*

(All accompanying documents must have required signatures)

APPENDIX A

DATE: _____

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: Nancy Chase, Park Services Division
GRANTOR AGENCY: Oregon State Parks
BEGINNING DATE OF GRANT: January 1993
PROJECT TITLE: Oxbow Park Improvements
PROJECT DESCRIPTION/GOALS:

The grant request is for \$38,000 for a total project cost of \$76,000. Monies will be used for electrical infrastructure, picnic table replacement, and a compost toilet at Oxbow Park.

PROJECT ESTIMATED BUDGET	Direct/Indirect
FEDERAL SHARE:	\$ _____ / _____
STATE SHARE:	\$ 38,000 / _____
COUNTY SHARE:	\$ 38,000 / _____
TOTAL:	\$ 76,000 / _____

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

County share will be derived from the Park Development Program.

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

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

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

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

(Use appropriate County classification with yearly costs.)

TOTAL

EXPLAIN MATERIALS AND SERVICES AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR AMOUNTS

Electrical extension to Group Shelters	\$45,358
Compost toilet at Oxbow Office	\$17,100
Picnic tables (61)	\$13,542

COMMENTS

GRANT MANAGER

Signature

Date

BUDGET DIVISION

Shawn Mlodawiec 1/13/92
Signature Date

FINANCE DIVISION

Jan Azelac 1/13/92
Signature Date

PERSONNEL DIVISION

Donald H. Winkley 1/13/92
Signature Date

DEPARTMENT DIRECTOR

[Signature] 12-27-91
Signature Date

Meeting Date: JAN 23 1992

Agenda No.: R-9

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Program Initiated Peace Officer Designees

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT DHS DIVISION SSD

CONTACT Lynn Meyo TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION Gary Smith

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 3 Minutes

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

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

Routine Request
No Budget Impact
See Attached Memo

*1/24/92 copies to
Gary Smith & Ardy
Crawford*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 JAN 13 PM 12:28

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Billi Odgaard (cc)

(All accompanying documents must have required signatures)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES DIVISION
MENTAL AND EMOTIONAL DISABILITIES PROGRAM
426 S.W. STARK, 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 FAX (503) 248-3379

GLADYS McCOY
COUNTY CHAIR

MEMORANDUM

TO: Gladys McCoy, Multnomah County Chair

FROM: Gary W. Smith *GW Smith*, Director, Social Services Division

VIA: Billi Odegaard, Acting Director, Dept. of Human Services *Billi Odegaard*

DATE: December 26, 1991

SUBJECT: Ratification of Community Mental Health Program Director Designees for Program Initiated Peace Officer Holds

Recommendation: That the Board of County Commissioners ratify the changes in the list of designees for program initiated peace officer holds (mental health holds).

Analysis: Because of staff turnover, new designees should be added to the authorized list.

Background: In 1987 the Board of County Commissioners ratified the participation of Multnomah County in the authority to place program initiated peace officer holds. ORS 426.215 enables a designee of the Community Mental Health Program Director (here, the Director of the Social Services Division) to cause police to transport an allegedly mentally ill person dangerous to self or others to local hospitals for investigation prior to a possible court hearing for commitment to the state mental health division.

The use of the mental health hold is progressing well. The Social Services Division reviews by phone each of these holds. The Psychiatric Emergency Operations Team, which includes staff from the County, hospitals, law enforcement agencies, and mental health agencies, reviews interorganizational coordination.

In the 1990-91 fiscal year, there were 48 of these holds placed. The commitment rates for this type of holds is higher than for other types of holds which may indicate that these holds are judiciously placed. This hold mechanism is being integrated into the upcoming crisis/acute care system modification.

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

In the matter of Authorizing Designees)	
of the Mental Health Program Director)	
to Direct a Peace Officer)	Resolution
to Take an Allegedly Mentally Ill Person)	92-16
into Custody)	

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

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

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

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

Added to the list of designees is:

- Diane Kelly, Conquest Center
- Merrie Dawn Macomber, Mental Health Services West
- Mark VanDyke, Mental Health Services West

DATED this 23rd of January, 1992.



BOARD OF COUNTY COMMISSIONERS

By Gladys McCoy
 Gladys McCoy
 Chair, Board of Commissioners

REVIEWED BY

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

BY H.H. Lazenby
 H.H. Lazenby
 Assistant County Counsel

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR January 23, 1992

DEPARTMENT Health DIVISION Field Services
CONTACT Tom Fronk TELEPHONE ext. 4274

NAME OF PERSON MAKING PRESENTATION TO BOARD Billi Odegaard

SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda:
Budget Modification DH #1 requests adjustments in appropriations, Field Services Section, to reflect a reduction in the State Perinatal Substance Abuse (START) grant.
(ESTIMATED TIME NEEDED ON THE AGENDA)

2. DESCRIPTION OF MODIFICATION

Personnel changes detailed on attached sheet.

The Health Department receives a grant from the State Health Division to provide nursing, education, and support services to pregnant women and new mothers at risk of alcohol or drug abuse. The fiscal year for this grant is January through December. The Adopted Budget includes \$318,420 of grant funding, an estimate based on annualizing the January 1991 - December 1991 grant. The State for grant year 1992 has reduced funding to \$249,733, a reduction of \$68,687.

Expenditures would be adjusted by this budget modification to reconcile to this lower revenue figure:

Contracted support services are reduced by \$83,591, to reflect the actual demand for these services;

A half time PDS is created to support grant funded Field Nurses, allowing for more efficient and intense intervention services by nursing staff.

1992 JAN 14 AM 11:22
 CLERK OF COUNTY COMMISSIONERS
 MULTNOMAH COUNTY OREGON

3. REVENUE IMPACT (Explain revenues being changed and the reasons:
Decrease Perinatal Substance Abuse grant by \$68,687.

4. CONTINGENCY STATUS None.

Originated by: <u>Tom Fronk</u>	Date: <u>1/4/92</u>	Department Director: <u>Billi Odegaard</u>	Date: <u>1/6/92</u>
Finance/Budget: <u>Kathleen Arns</u>	Date: <u>1-13-92</u>	Employee Relations: <u>Susan Danell</u>	Date: <u>1/13/92</u>
Board Approval: <u>Deborah Rogers</u>	Date: <u>1/23/92</u>		

DH #1

EXPENDITURE TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FISCAL YEAR _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORG	OBJECT CODE	CURRENT AMOUNT	REVISED AMOUNT	INCREASE (DECREASE)	SUBTOTAL	DESCRIPTION
		156	010	0750	5100			6,972		Permanent
		156	010	0750	5500			1,883		Temporary
		156	010	0750	5550			1,099		Fringe
									9,954	TOTAL PERSONAL SERVICES
		156	010	0750	6110			(83,591)		Professional Services
		156	010	0750	7100			(3,085)		Indirect
									(86,676)	TOTAL MAT AND SERVICES
		156	010	0750	8400			4,950		Equipment
		100	010	0103	7608			(3,085)		Cash Transfer to F/S
		400						1,099		Insurance
TOTAL EXPENDITURE CHANGE									(73,758)	

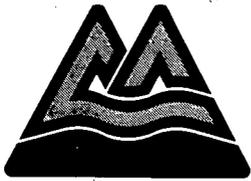
REVENUE TRANSACTION RB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FISCAL YEAR _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORG	REVENUE SOURCE	CURRENT AMOUNT	REVISED AMOUNT	INCREASE (DECREASE)	SUBTOTAL	DESCRIPTION
		156	010	0750	2615			(68,687)		Perinatal Subst Abuse (START)
		156	010	0750	7601			(3,085)		General Fund Transfer
		100	045	7410	6602			(3,085)		Service Reimb from F/S
		400			6602			1,099		Service Reimb from F/S
TOTAL REVENUE CHANGE									(73,758)	

PERSONNEL DETAIL FOR BUDGET MODIFICATION DH #1

5. ANNUALIZED PERSONNEL CHANGES		Compute on a full year basis even though this action affects part of the fiscal year.			
		ANNUALIZED			
FTE	POSITION TITLE	BASE PAY	FRINGE	INSURANCE	TOTAL
0.50	Program Development Specialist	13,945	3,765	2,198	19,908
0.50	TOTAL CHANGE (ANNUALIZED)	13,945	3,765	2,198	19,908

6. CURRENT YEAR PERSONNEL CHANGES		Calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts changed on the budget modification.			
		ANNUALIZED			
FTE	POSITION TITLE	BASE PAY	FRINGE	INSURANCE	TOTAL
0.25	Program Development Specialist Half time, six months	6,972	1,883	1,099	9,954
0.25	TOTAL CURRENT YEAR CHANGE	6,972	1,883	1,099	9,954



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

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

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

VIA: Bill Odegaard, Director
Health Department

FROM: Thomas Fronk, Business Services Administrator
Health Department

DATE: January 4, 1992

SUBJECT: Recommendation to Approve a Modification to the
Health Department Budget

RECOMMENDATION: That the Board of County Commissioners consider and approve budget modification DH #1, reconciling the Health Department budget to a reduction in the Oregon Perinatal Substance Abuse (START) grant.

ANALYSIS AND BACKGROUND: The Health Department receives a grant from the State Health Division to provide nursing, education, and support services to pregnant women and new mothers at risk of alcohol or drug abuse. The fiscal year for this grant is January through December. We are beginning the second full year of this grant funded program.

The Adopted Budget includes \$318,420 of grant funding, an estimate based on annualizing the award for January, 1991 through December, 1991. The State for grant year 1992 will reduce funding to an annualized figure of \$249,733, a reduction of \$68,687.

This budget modification adjusts the mix of direct and contracted services to respond to client demand for service, and reduces expenditures to reconcile to the lower revenue figure. Reductions are made in client support services provided through contractors (eg., bus passes, gas vouchers, child care, alcohol and drug treatment, mental health counseling). Demand for these services by program clients has been far less than anticipated in the initial grant design.

Meeting Date: JAN 23 1992

Agenda No.: R-11

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement with Clackamas County Health Department

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT Human Services DIVISION Health

CONTACT Tom Fronk TELEPHONE x2670 4274

PERSON(S) MAKING PRESENTATION Tom Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

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

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

Board Ratification of Intergovernmental Agreement with Clackamas County Health Division in which Multnomah County provides triage services for Clackamas County Health Department clients. Multnomah County will be paid on a requirements basis not to exceed \$19,200.

12/23/92 originals to Herman Beame

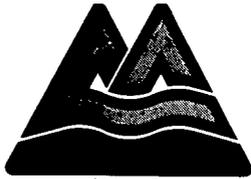
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SIGNATURES:

ELECTED OFFICIAL _____
Or
DEPARTMENT MANAGER Jerry W. Smith for Billi Odgaard
12/27/91

(All accompanying documents must have required signatures)

MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS
1992 JAN 14 AM 11:25



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Billi Odegaard, *by BWO* Director, Health Division
Acting Director, Department of Human Services

FROM: Tom Fronk, *Tom* Business Services Manager
Health Division

DATE: December 19, 1991

SUBJECT: Intergovernmental Agreement with Clackamas County Health Department

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and Board ratification of this Intergovernmental Agreement with Clackamas County Health Department for the period January 15, 1992 to and including December 31, 1992.

Analysis: Clackamas County Health Division is a Physician Care Organization (PCO) and requires telephone triage for clients. Multnomah County can provide the triage service using community health nurses with physician backup. Multnomah County will be paid on a requirements basis not to exceed \$19,200.

Background: This is the first agreement with Clackamas County Health Department.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 104092

Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-11 January 23, 1992</p>
---	---	---

Contact Person Brame Phone x2670 Date 12/27/91

Department Human Services Division Health Bldg/Room 160/2

Description of Contract Provide telephone triage for clients of Clackamas County Health Department.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Clackamas County Health Department

Mailing Address 1425 Kaen Rd.
Oregon City, Or

Phone 655-8471

Employer ID # or SS # N/A

Effective Date January 15, 1992

Termination Date December 31, 1992

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ Requirements

Payment Term

- Lump Sum \$ _____
- Monthly \$ _____
- Other \$ _____
- Requirements contract - Requisition required.
- Purchase Order No. _____
- Requirements Not to Exceed \$ 19,200

REQUIRED SIGNATURES:

Department Manager DWD for Billi Okegaard

Purchasing Director
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date _____

Date _____

Date 1.10.92

Date 1/23/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	0910						Revenue 4099	Requirements	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

104093

MULTNOMAH COUNTY
AND
CLACKAMAS COUNTY HEALTH DEPARTMENT
TRIAGE AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 1991, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "PROVIDER"), and CLACKAMAS COUNTY, a political subdivision of the State of Oregon, (hereinafter referred to as "RECEIVER"),

WITNESSETH:

WHEREAS, RECEIVER requires services which PROVIDER is capable of providing, under terms and conditions hereinafter described, and

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

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

1. Term.

The term of this Agreement shall be from January 15, 1992 to and including December 31, 1992, unless sooner terminated under the provisions hereof.

2. Services.

PROVIDER will perform the following services:

A. Provide telephone triage for clients of Clackamas County Health Department using community health nurses with physician backup during the following hours:

Monday-Thursday, 8:00 p.m. - 8:00 a.m.
Friday - 5:00 p.m. - Monday 8:00 a.m.
Holidays - 8:30 a.m. - 8:00 a.m. next day

B. Verify Clackamas County PCO coverage.

C. Authorize treatment for emergency services for Clackamas County PCO clients.

D. Advise and refer Clackamas County clients to Clackamas County Health Department as appropriate.

E. Provide written documentation of client telephone contacts FAXed to Clackamas County by 9:30 a.m. of the next working day.

F. Provide telephone interpretation for above calls as necessary.

2. RECEIVER to provide to Multnomah County Health Division

A. Separate and maintain telephone line at own expense.

B. Provide monthly PCO enrollment lists by the 6th day of the month.

C. Provide current information on Clackamas County services, updated as changes occur.

D. Assign a liaison to coordinate the after-hours system.

3. Compensation.

A. RECEIVER agrees to pay PROVIDER \$19,200 based on the following terms:

1) Payments to PROVIDER will increase if renegotiated upon the RECEIVER's Physician Care Organization (PCO) enrollment exceeding 1,500 in a month. The increased payment per enrollee over 1,500 will be \$2 each. PROVIDER will bill RECEIVER monthly.

B. RECEIVER certifies that either federal, state or local funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to RECEIVER in the amounts anticipated, RECEIVER may terminate or reduce Agreement funding accordingly. RECEIVER will notify PROVIDER as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.

C. All final billings affecting Agreement payments must be received within thirty (30) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of PROVIDER.

4. Contractor is Independent Contractor

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

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

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

5. Workers Compensation

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

6. Contractor Identification

PROVIDER shall furnish to RECEIVER its employer identification number, as designated by the Internal Revenue Service.

7. Subcontracts and Assignment

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

8. Access to Records

A. PROVIDER agrees to permit authorized representatives of RECEIVER, and/or the applicable Federal or State government audit agency to make such review of the records of the PROVIDER as RECEIVER or auditor may deem necessary to satisfy audit and/or program evaluation purposes. PROVIDER shall permit authorized representatives of RECEIVER Health Division to site visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of PROVIDER. If an Agreement cost is disallowed after reimbursement has occurred, PROVIDER will make prompt repayment of such costs.

9. Waiver of Default.

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

10. Adherence to Law

A. PROVIDER shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.

B. PROVIDER shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, PROVIDER must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and

Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. RECEIVER will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification

A. In the event that RECEIVER's Agreement obligation is amended by a federal or state initiated change, RECEIVER shall amend this Agreement through written notification of changes sent to PROVIDER by mail. PROVIDER shall sign the amendment and return to RECEIVER within twenty (20) working days of receipt of RECEIVER's notification document.

B. Any other amendments to the provisions of this Agreement, whether RECEIVER or PROVIDER initiated, shall be reduced to writing and signed by both parties.

12. Integration

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

13. Record Confidentiality

PROVIDER agrees to keep all client records confidential in accordance with State and Federal statutes and rules governing confidentiality.

14. Early Termination

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

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

C. Immediate termination or amendment by RECEIVER may occur under any of the following conditions:

1) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by PROVIDER to provide a service under this Agreement.

2) Upon notice if PROVIDER fails to start-up services on the date specified in this Agreement, or if PROVIDER fails to continue to provide service for the entire Agreement period.

3) Upon notice to RECEIVER of evidence that PROVIDER has endangered or is endangering the health and safety of clients/residents, staff, or the public.

4) Upon evidence of PROVIDER'S financial instability which RECEIVER deems sufficient to jeopardize customary level and/or quality of service.

D. Payment to PROVIDER will include all services provided through the day of termination and shall be in full satisfaction of all claims by PROVIDER against RECEIVER under this Agreement.

E. Termination under any provision of this section shall not affect any right, obligation or liability of PROVIDER or RECEIVER which accrued prior to such termination.

15. Litigation.

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

16. Oregon Law and Forum

This Agreement shall be construed according to the law of the state of Oregon.

17. Certification Regarding Lobbying

A. No federal appropriated funds can be or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this contract, the contractor shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

RECEIVER:
CLACKAMAS COUNTY

Chair: Ed Lindquist
Commissioner: Julie Hammerstad
Commissioner: Darlene Hooley

Signing on Behalf of the Board

Jono Hildner, Administrator
Department of Human Services

Date: _____

PROVIDER:
MULTNOMAH COUNTY, OREGON

By: Gladys McCoy
Gladys McCoy
Multnomah County Chair

Date: 1/23/92

HEALTH DIVISION

By: Billi Odegaard
Billi Odegaard, Director

Date: 12/17/91

HEALTH DIVISION

By: Suzanne F. Kalm
Program Manager

Date: 12/17/91

Federal I.D. Number

REVIEWED:

LAURENCE B. KRESSEL, County Counsel
for Multnomah County, Oregon

By: L. B. Kessel

Date: 1.10.92

appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- F. Future Support. The COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.
- G. Ownership of Work Product. All work products of the CONTRACTOR which result from this contract are the exclusive property of the COUNTY.
- H. Integration. This contract contains the entire agreement between the COUNTY and the CONTRACTOR and supersedes all prior written or oral discussions or agreements.

This contract consists of four sections plus the following attachments which by this reference are incorporated herein:

Exhibit 1 Scope of Work and Performance Standards

CONTRACTOR

By

Name (Typed)

Title

Date

Street Address

City/Zip

Phone Number

Contractor's Federal I.D.#
or Soc. Sec. # if individual

CLACKAMAS COUNTY

Chair: Ed Lindquist

Commissioner: Judie Hammerstad

Commissioner: Darlene Hooley

Signing on Behalf of the Board:

Jono Hildner, Administrator
Department of Human Services

Date

Meeting Date: JAN 23 1992

Agenda No.: R-12

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Contract with Oregon Health Division

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT Human Services DIVISION Health

CONTACT Tom Fronk TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

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

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

Ratification of Intergovernmental Agreement with Oregon Health Division in which the County will receive services related to Multnomah County's targeted HIV Risk Reduction in Drug Treatment Dropouts Grant. State will provide County with re-search services, technical assistance and grant writing, etc.

1/23/92 originals to Herman Brame

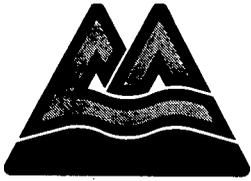
(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____
Or
DEPARTMENT MANAGER Billi Odgaard (cc)

BOARD OF
COUNTY COMMISSIONERS
1992 JAN 13 PM 12:28
MULTNOMAH COUNTY
OREGON

(All accompanying documents must have required signatures)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Billi Odegaard, Director, Health Department and
Acting Director, Department of Human Services

FROM: Tom Fronk, Business Services Manager
Health Department *Tom*

DATE: December 26, 1991

SUBJECT: Contract with Oregon Health Division

Billi Odegaard (cc)

Retroactive: Contracts Manager unable to get contracts ready for review within eleven days of the effective date.

Recommendation: The Health Department and the Department of Human Services recommend County Chair approval and Board Ratification of this intergovernmental agreement with the Oregon Health Division for the period January 1, 1992 to and including August 31, 1992.

Analysis: The County has been awarded a grant from the National Institute of Drug Abuse (NIDA) entitled Targeted HIV Risk Reduction in Drug Treatment Dropouts Grant and requires services the State can provide that are necessary to fulfilling terms of the grant, and continuing the grant. The State will assume all research responsibilities, submit required RBA data collected by the County to NIDA, technical assistance in the area of project evaluation/research, assist in all required progress reports and development of a noncompeting continuation grant, and conduct a needs assessment, assist in development of manuals detailing outreach and intervention designs. The County will pay the State a maximum of \$116,014.

Background: The contract is funded by grant #1VO1DA07302-01 awarded by the National Institute of Drug Abuse (NIDA). The County has been awarded a number of continuation grants from NIDA in the past.

[1787k-p]



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 104152

Amendment # -

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-12 January 23, 1992</p>
--	--	---

Contact Person _____ Brame _____ Phone x2670 Date 1/10/92

Department Human Services Division Health Bldg/Room 160/2

Description of Contract Provide services, related to Multnomah County's targeted HIV Risk Reduction in Drug Treatment Dropouts Grant #1V01DA07302-01. Services include: research, technical assistance, reporting and grant writing etc.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Health Division
 Mailing Address 1400 S.W. 5th
Portland, Or 97204
 Phone 229-5806
 Employer ID # or SS # _____
 Effective Date January 1, 1992
 Termination Date August 31, 1992
 Original Contract Amount \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 116,014

Payment Term

Lump Sum \$ _____

Monthly \$ Upon submission of billing

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Billi Odegaard (cc) Date 1/8/92

Purchasing Director _____ Date _____

County Counsel [Signature] Date 1.8.92

County Chair/Sheriff [Signature] Date 1/23/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	<u>156</u>	<u>015</u>	<u>0340</u>			<u>6060</u>				<u>\$116,014</u>	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

101F22

MULTNOMAH COUNTY
AND
OREGON HEALTH DIVISION

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, _____, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and the Oregon Health Division, (hereinafter referred to as "STATE"),

WITNESSETH:

WHEREAS, COUNTY's Health Division requires services which State is capable of providing, under terms and conditions hereinafter described, and

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

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

1. Term.

The term of this Agreement shall be from January 1, 1992, to and including August 31, 1992, unless sooner terminated under the provisions hereof.

2. Services.

A. State services under this contract will consist of the following:

- 1) Assume responsibility for all research components of Multnomah County's Targeted HIV Risk Reduction in Drug Treatment Dropouts Grant #1V01DA07302-01.
- 2) In a timely manner transmit all RBA data collected by COUNTY to the National Institute on Drug Abuse or their designee.
- 3) Provide technical assistance in the area of project evaluation/research.
- 4) Assist in development of all progress reports required by the National Institute on Drug Abuse.
- 5) Assist in development of a noncompeting continuation grant application. Submit with the continuation grant application a 250-300 word summary of the most important research results to date, and their significance to the field with specific references to the publications in which these findings are reported.
- 6) Conduct a needs assessment of the project target population and assist in development of manuals detailing the outreach and intervention designs, based on data obtained in the needs assessment.

7) Comply with all special terms and conditions of award as outlined by the National Institute of Drug Abuse at the time of award.

3. Compensation.

A. COUNTY agrees to pay STATE a maximum of \$116,014 based on the following terms:

1) \$14,502 per month. STATE will send COUNTY quarterly revenue and expenditure reports.

B. COUNTY certifies that either federal, state or local funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify STATE as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.

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

4. Contractor is Independent Contractor

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

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

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

5. Workers Compensation

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

6. Contractor Identification

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

7. Subcontracts and Assignment

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

8. Access to Records

A. STATE agrees to permit authorized representatives of COUNTY, and/or the applicable Federal or State government audit agency to make such review of the records of the STATE as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. STATE shall permit authorized representatives of COUNTY Health Division to site visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of STATE. If an Agreement cost is disallowed after reimbursement has occurred, STATE will make prompt repayment of such costs.

9. Waiver of Default.

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

10. Adherence to Law

A. STATE shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.

B. STATE shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, STATE must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. STATE will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification

A. In the event that COUNTY'S Agreement obligation is amended by a federal or state initiated change, COUNTY shall amend this Agreement through written notification of changes sent to STATE by mail. STATE shall sign the amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY'S notification document.

B. Any other amendments to the provisions of this Agreement, whether COUNTY or STATE initiated, shall be reduced to writing and signed by both parties.

12. Integration

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

13. Record Confidentiality

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

14. Early Termination

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

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:

1) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by STATE to provide a service under this Agreement.

2) Upon notice if STATE fails to start-up services on the date specified in this Agreement, or if STATE fails to continue to provide service for the entire Agreement period.

3) Upon notice to COUNTY of evidence that STATE has endangered or is endangering the health and safety of clients/residents, staff, or the public.

4) Upon evidence of STATE'S financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

D. Payment to STATE will include all services provided through the day of termination and shall be in full satisfaction of all claims by STATE against COUNTY under this Agreement.

E. Termination under any provision of this section shall not affect any right, obligation or liability of STATE or COUNTY which accrued prior to such termination.

15. Litigation.

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

16. Oregon Law and Forum

This Agreement shall be construed according to the law of the state of Oregon.

17. Certification Regarding Lobbying

A. No federal appropriated funds can be or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this contract, the contractor shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

OREGON HEALTH DIVISION

By _____

Date _____

Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By Gladys McCoy

Gladys McCoy
Multnomah County Chair

Date 1/23/92

HEALTH DIVISION

By Billi Odegaard

Billi Odegaard, Director

Date: 12/10/91

HEALTH DIVISION

By Jeanne Gaud

Program Manager

Date: 12/9/91

REVIEWED:

LAURENCE B. KRESSEL, County Counsel
for Multnomah County, Oregon

By L. B. Kessel

Date: 1-8-92

Meeting Date: JAN 23 1992

Agenda No.: R-13

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Contract with Oregon Health Division

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT Human Services DIVISION Health

CONTACT Tom Fronk TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

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

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

Ratification of Intergovernmental Agreement with Oregon Health Division in which the County will receive services related to Multnomah County's HIV Prevention in Women and Infants Grant. State will provide County with research services, technical assistance and grant writing etc.

1/23/92 originals to Herman Brame

(If space is inadequate, please use other side)

SIGNATURES:

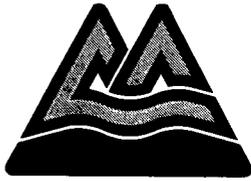
ELECTED OFFICIAL _____

OR

DEPARTMENT MANAGER Billi Odegaard (ac)

(All accompanying documents must have required signatures)

MULTNOMAH COUNTY
OREGON
1992 JAN 13 PM 12:28
BOARD OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

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

MEMORANDUM

TO: Gladys McCoy, Multnomah County Chair

VIA: Billi Odegaard, Health Division Director and *Billi Odegaard (bc)*
Department of Human Services Acting Director

FROM: Tom Fronk, Health Division Business Services Manager

DATE: December 26, 1991

SUBJECT: Contract With Oregon Health Division

Retroactive Contracts Manager unable to get contracts ready for review within eleven days of the effective date.

Recommendation The Health Division and the Department of Human Services recommend County Chair approval and Board ratification of this intergovernmental agreement with the Oregon Health Division for the period January 1, 1992 to and including September 29, 1992.

Analysis The county has been awarded a grant from the Centers for Disease Control, entitled HIV Prevention in Women and Infants Grant, that requires certain services from the state. The state will perform all required research, provide technical assistance in project evaluation/research, assist in development of required quarterly performance reports, assist in developing a noncompeting continuation grant application, and conduct a needs assessment of the target population. The county will pay the state a maximum of \$139,583.

Background The grant that finances the contract was awarded by the Centers for Disease Control. The county has included the grant in the FY 91-92 budget.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 1041102

Amendment # -

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-13 January 23, 1992</p>
---	---	---

Contact Person Brame Phone x2670 Date 1/10/92

Department Human Services Division Health Bldg/Room 160/2

Description of Contract Provide services related to Multnomah County's HIV Prevention in Women and Infants Grant #U62-CCU006947-01. Services include: research, technical assistance, reporting and grant writing, etc.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Health Division

Mailing Address 1400 S.W. 5th

Portland, Or 97204

Phone 229-5806

Employer ID # or SS # _____

Effective Date January 1, 1992

Termination Date September 29, 1992

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 139,583

Payment Term

- Lump Sum \$ _____
- Monthly \$ Upon submission of billing
- Other \$ _____
- Requirements contract - Requisition required.
- Purchase Order No. _____
- Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Billi Odegaard (ac) Date 1/8/92

Purchasing Director _____ Date _____
(Class II Contracts Only)

County Counsel [Signature] Date 1-8-92

County Chair/Sheriff [Signature] Date 1/23/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0340			6060				\$139,583	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

101163

MULTNOMAH COUNTY
AND
OREGON HEALTH DIVISION

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, _____, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and the Oregon Health Division, (hereinafter referred to as "STATE"),

WITNESSETH:

WHEREAS, COUNTY's Health Division requires services which State is capable of providing, under terms and conditions hereinafter described, and

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

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

1. Term.

The term of this Agreement shall be from January 1, 1992, to and including September 29, 1992, unless sooner terminated under the provisions hereof.

2. Services.

A. State services under this contract will consist of the following:

1) Assume responsibility for all research components of Multnomah County's HIV Prevention in Women and Infants Grant #U62-CCU006947-01.

2) Provide technical assistance in the area of project evaluation/research.

3) Assist in development of all quarterly performance reports required by the Centers for Disease Control.

4) Assist in development of a noncompeting continuation grant application.

5) Conduct a needs assessment of the project target population and assist in development of manuals detailing the interventions to be utilized.

6) Comply with all special terms and conditions of award required by the Centers for Disease Control.

3. Compensation.

A. COUNTY agrees to pay STATE a maximum of \$139,583 based on the following terms:

1) \$17,448 per month. STATE will submit quarterly revenue and expenditure reports.

B. COUNTY certifies that either federal, state or local funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify STATE as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.

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

4. Contractor is Independent Contractor

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

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

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

5. Workers Compensation

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

6. Contractor Identification

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

7. Subcontracts and Assignment

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

8. Access to Records

A. STATE agrees to permit authorized representatives of COUNTY, and/or the applicable Federal or State government audit agency to make such review of the records of the STATE as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. STATE shall permit authorized representatives of COUNTY Health Division to site visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of STATE. If an Agreement cost is disallowed after reimbursement has occurred, STATE will make prompt repayment of such costs.

9. Waiver of Default.

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

10. Adherence to Law

A. STATE shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.

B. STATE shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, STATE must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. STATE will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification

A. In the event that COUNTY'S Agreement obligation is amended by a federal or state initiated change, COUNTY shall amend this Agreement through written notification of changes sent to STATE by mail. STATE shall sign the amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY'S notification document.

B. Any other amendments to the provisions of this Agreement, whether COUNTY or STATE initiated, shall be reduced to writing and signed by both parties.

12. Integration

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

13. Record Confidentiality

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

14. Early Termination

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

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:

1) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by STATE to provide a service under this Agreement.

2) Upon notice if STATE fails to start-up services on the date specified in this Agreement, or if STATE fails to continue to provide service for the entire Agreement period.

3) Upon notice to COUNTY of evidence that STATE has endangered or is endangering the health and safety of clients/residents, staff, or the public.

4) Upon evidence of STATE'S financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

D. Payment to STATE will include all services provided through the day of termination and shall be in full satisfaction of all claims by STATE against COUNTY under this Agreement.

E. Termination under any provision of this section shall not affect any right, obligation or liability of STATE or COUNTY which accrued prior to such termination.

15. Litigation.

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

16. Oregon Law and Forum

This Agreement shall be construed according to the law of the state of Oregon.

17. Certification Regarding Lobbying

A. No federal appropriated funds can be or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this contract, the contractor shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

OREGON HEALTH DIVISION

By _____

Date _____

Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By Gladys McCoy

Gladys McCoy
Multnomah County Chair

Date 1/23/92

HEALTH DIVISION

By Billi Odegaard

Billi Odegaard, Director

Date: 12/10/91

HEALTH DIVISION

By Jeanne Hamed

Program Manager

Date: 12/9/91

REVIEWED:

LAURENCE B. KRESSEL, County Counsel
for Multnomah County, Oregon

By L. B. Kessel

Date: 1-8-92