

**ANNOTATED MINUTES**

Monday, October 25, 1993 - 8:30 AM - 12:00 PM  
Portland Metropolitan Chamber of Commerce  
221 NW Second Avenue, Boardroom

**WORK SESSION**

- WS-1 The Multnomah County Board of Commissioners and Other County Elected Officials and Department Managers Will Meet to Review the Portland-Multnomah Progress Board Work on Multnomah County Benchmarks.

FACILITATOR JOE HERTZBERG. PARTICIPANTS  
MEGANNE STEELE, MICHAEL SCHRUNK, BETSY  
WILLIAMS, DAN SALTZMAN, JIM McCONNELL, BEVERLY  
STEIN, ROBERT SKIPPER, STEVE TILLINGHAST,  
SHARRON KELLEY, DWAYNE PRATHER, TANYA COLLIER,  
JUDITH DUNCAN, SUSAN CLARK, GARY HANSEN, BILL  
FARVER, JOHN LEGRY, DANA BROWN, HOWARD KLINK  
AND LOLENZO POE. GROUP DISCUSSED AND  
IDENTIFIED ADDITIONAL BENCHMARKS FOR CONSIDER-  
ATION. EACH PARTICIPANT TO SELECT 10 URGENT  
BENCHMARKS FROM LIST OF 54, USING RED AND GREEN  
DOT SYSTEM, AT NOVEMBER 30, 1993 WORK SESSION.

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Tuesday, October 26, 1993 - 9:30 AM  
Multnomah County Courthouse, Room 602

**BOARD BRIEFING**

- B-1 Review of the Planning and Development Division's Fiscal Year 1992-93 Long Range Planning Work Program. Presented by R. Scott Pemble.

MR. PEMBLE OUTLINED STAFF WORK PROGRAM  
REGARDING PERIODIC REVIEW, RURAL AREA PLAN AND  
FOREST/AGRICULTURE ACTIVITIES.

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Tuesday, October 26, 1993 - 1:30 PM  
Multnomah County Courthouse, Room 602

**PLANNING ITEMS**

Chair Beverly Stein convened the meeting at 1:35 p.m., with Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present.

- P-1 CU 3-93a Review the October 13, 1993 Planning and Zoning Hearings Officer Decision Approving, Subject to Conditions and Subsequent Design Review, a Conditional Use Request to Raise Hogs on Property Located at 16631 SE FOSTER ROAD.

DECISION READ, NO APPEAL FILED, DECISION STANDS.

- P-2 CS 8-93 Review the October 12, 1993 Planning and Zoning

Hearings Officer Decision Approving, Subject to Conditions, a Community Service Use Amendment to Modify the Boundary and Construct a Seminary Building, Together with Associated On and Off-Site Improvements, for Property Located at 30304 SE LUSTED ROAD.

**DECISION READ, NO APPEAL FILED, DECISION STANDS.**

P-3 DR 18-93 Review the October 12, 1993 Planning and Zoning Hearings Officer Decision Denying an Appeal of an Administrative Decision to Approve a Final Design Review Plan for a 7 Dwelling Unit Residential Development; and Approving, Subject to Conditions and Modifications, the Final Design Review Plan for DR 18-93, for Property Located at 2640 SE 141ST AVENUE.

**DECISION READ, NO APPEAL FILED, DECISION STANDS.**

Vice-Chair Gary Hansen arrived at 1:41 p.m.

P-4 Staff from the Department of Land Conservation and Development, Department of Geology and Mineral Industries and the Department of Environmental Quality will Brief the Board on Responsibilities of Local Government and State Agencies in the Regulation of Mineral and Aggregate Uses.

**PRESENTATION AND RESPONSE TO BOARD QUESTIONS FROM SCOTT PEMBLE, JIM SITZMAN AND JOHN BEAULEU. MR. PEMBLE AND MR. SITZMAN RESPONSE TO PUBLIC COMMENTARY FROM KLAUS HEYNE AND JOHN SHERMAN.**

P-5 C 5-93 Continued First Reading of an ORDINANCE Which Amends the Multnomah County Comprehensive Framework Plan Policy 16 and Multnomah County Code Chapter 11.15 Regarding Significant Environmental Concern (SEC) Provisions and Adopting a Map of Significant Streams and Riparian Areas Which Are Designated "3-C" Resource Sites in the Multnomah County Goal 5 Inventory.

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. MR. PEMBLE PRESENTED STAFF REPORT, REFERRING TO OCTOBER 20, 1993 MEMO FROM PLANNER MARK HESS REQUESTING MODIFICATION OF C 5-93 REPORT AND PREPARATION OF AN AMENDED ORDINANCE FOR BOARD CONSIDERATION IN NOVEMBER OR DECEMBER, AND RESPONDED TO BOARD QUESTIONS. TESTIMONY AND RESPONSE TO BOARD QUESTIONS FROM KLAUS HEYNE, NANCY WILSON, CHRIS WRENCH, BILLY OSKAY, SUSAN FRY, ARNOLD ROCHLIN, MICHAEL CARLSON, LYN MATTEI, CHRIS FOSTER AND JOHN SHERMAN. AT THE DIRECTION OF THE BOARD, MR. PEMBLE RESPONDED TO CITIZEN QUESTIONS AND CONCERNS. BOARD COMMENTS AND DISCUSSION. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF FIRST READING OF P-5. MR. PEMBLE AND JOHN DuBAY EXPLANATION AND**

RESPONSE TO BOARD QUESTIONS. MOTION FAILED, WITH COMMISSIONERS HANSEN AND SALTZMAN VOTING AYE AND COMMISSIONERS KELLEY, COLLIER AND STEIN VOTING NAY. MR. PEMBLE AND MR. DuBAY EXPLANATION AND RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, THE FIRST READING OF P-5 WAS CONTINUED TO 1:30 PM, TUESDAY, DECEMBER 28, 1993, WITH COMMISSIONERS KELLEY, HANSEN, COLLIER AND STEIN VOTING AYE AND COMMISSIONER SALTZMAN ABSTAINING. COMMISSIONERS KELLEY AND COLLIER TO ASSIST PLANNING DIRECTOR TO PREPARE OPTION AND FUNDING PROPOSALS CONCERNING PROCESS FOR DESIGNATING EAST COUNTY STREAMS, FOR BOARD BRIEFING ON TUESDAY, NOVEMBER 9, 1993.

There being no further business, the meeting was adjourned at 4:45 p.m.

OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON

By DEBORAH C. BOGISTAO

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Thursday, October 28, 1993 - 9:00 AM  
Multnomah County Courthouse, Room 602

**EXECUTIVE SESSION**

E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(h), for the Purpose of Consultation with Counsel Concerning Legal Rights and Duties Regarding Current Litigation. Presented by Laurence Kressel.

**SESSION HELD. SESSION CONTINUED.**

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Thursday, October 28, 1993 - 9:30 AM  
Multnomah County Courthouse, Room 602

**REGULAR MEETING**

Chair Beverly Stein convened the meeting at 9:40 a.m., with Vice-Chair Gary Hansen, Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present.

**CONSENT CALENDAR**

COMMISSIONER COLLIER REQUESTED THAT C-1 BE CONSIDERED WITH REGULAR AGENDA ITEM R-25.

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, CONSENT CALENDAR ITEMS C-2 THROUGH C-7 WERE UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

- C-2 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 200414 Between Multnomah County and Oregon State Health Division, State Public Health Laboratory, Adding Hepatitis Prevaccine Screens, Childhood Blood Lead Tests and HIV-Ab Tests for Health Department Clients, for the Period Upon Execution through June 30, 1994
- C-3 Ratification of Intergovernmental Agreement Contract 200944 Between Multnomah County and Oregon Health Sciences University, Providing OHSU Obstetrical-Gynecological Consultation for Health Department Clients, for the Period November 1, 1993 through October 31, 1994

DEPARTMENT OF SOCIAL SERVICES

- C-4 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

**RESOLUTION 93-354.**

- C-5 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 100274 Between Multnomah County and Oregon Health Sciences University, Adding State Funds to the Mental Health, Youth, and Family Services Division, Adult Mental Health Program for Non-Residential Adult Services, and Removing Assessment, Intervention, and Transition Program (AITP) Consultation Services Funds as of July 1, 1993
- C-6 Ratification of Intergovernmental Agreement Contract 103804 Between Multnomah County, Mental Health, Youth, and Family Services Division, Child and Adolescent Program, and Gresham Grade School District Number 4, Clear Creek Middle School, Wherein the School District Will Provide Funding for the County to Provide Mental Health Services for Students, Effective September 1, 1993 through June 30, 1994
- C-7 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 500453 Between the City of Portland, Multnomah County and Portland School District No. 1, Reducing the Amount of PILOT (Payment in Lieu of Taxes) Funds Available for Distribution to Support Direct Client Assistance for Homeless and Low Income People

REGULAR AGENDA

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-1 PUBLIC HEARING and Consideration of an ORDER in the Matter of the Execution of Deed D940935 for Certain Tax Acquired Property to the Housing Authority of Portland [Former 6102 SE 86th Avenue]

**COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-1. RICHARD PAYNE EXPLANATION OF ITEMS R-1 AND R-2 AND**

**RESPONSE TO BOARD QUESTIONS. ORDER 93-355  
UNANIMOUSLY APPROVED.**

- R-2 PUBLIC HEARING and Consideration of an ORDER in the Matter of the Execution of Deed D940936 for Certain Tax Acquired Property to the Housing Authority of Portland [Former 3814-3816 SE 26th Avenue]

**UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, ORDER 93-356 WAS UNANIMOUSLY APPROVED.**

**DEPARTMENT OF HEALTH**

- R-3 Ratification of Intergovernmental Agreement Contract 200744 Between Multnomah County and Oregon Health Sciences University, Wherein the OHSU/VAH Joint Flow Cytometry Lab Will Provide Laboratory Services for T-Cell Subset Testing for Multnomah County Health Department, for the Period November 1, 1993 through September 30, 1994

**COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-3. TOM FRONK EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.**

- R-4 Budget Modification HD #3 Requesting Authorization to Add Increases in Grant Funds to Three Existing Grants; Reduce a Grant and Reduce Water Testing Revenue

**COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-4. TOM FRONK EXPLANATION AND RESPONSE TO BOARD QUESTIONS. MR. FRONK TO PREPARE MEMO PROVIDING INFORMATION REQUESTED BY COMMISSIONER COLLIER. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

**DEPARTMENT OF SOCIAL SERVICES**

- R-5 Ratification of Intergovernmental Agreement Contract 103704 Between Multnomah County, the City of Gresham and the Housing Authority of Portland, for the Development of Affordable Rental Housing for Agricultural Workers in East Multnomah County, for the Period Upon Execution through September 30, 1996

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-5. CECILE PITTS EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.**

**NON-DEPARTMENTAL**

- R-6 Budget Modification NOND #8 Requesting Authorization to Reclassify a Senior Office Assistant Position to a Risk Management Technician, within the Risk Management Division Budget

**COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-6. JEAN MILEY**

**EXPLANATION AND RESPONSE TO BOARD QUESTIONS.  
BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

R-7 RESOLUTION in the Matter of Referring Certain Proposed Zoning Code Amendments to the Planning Commission for Recommendations

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-7. COMMISSIONER SALTZMAN EXPLANATION AND SUBMISSION OF LETTER OF SUPPORT FROM LAKE OSWEGO NEIGHBORHOOD ACTION COALITION. TESTIMONY IN SUPPORT FROM PAUL DUDEN, BILL NAITO AND DOUG HARDESTY. BOARD COMMENTS AND LAURENCE KRESSEL RESPONSE TO PROCESS QUESTION. RESOLUTION 93-357 UNANIMOUSLY APPROVED.

R-8 RESOLUTION in the Matter of the Adoption of Rules of Procedure for the Conduct of Board Meetings and Repealing Prior Rules

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-8. DEBORAH BOGSTAD AND LAURENCE KRESSEL EXPLANATION. RESOLUTION 93-358 UNANIMOUSLY APPROVED.

GENERAL FUND CONTINGENCY REQUESTS

DEPARTMENT OF HEALTH

R-9 Budget Modification HD #2 Requesting Authorization to Appropriate \$222,065 to the Primary Care Division Budget to Extend Funding for Two Primary Care Medical Teams from Half to Full Year

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-9. COMMISSIONER COLLIER INITIATED BOARD DISCUSSION REGARDING NEED FOR REVISING CONTINGENCY CRITERIA GUIDELINES, ADDING UNFORESEEN NEEDS, AND NOT CONSIDERING REQUESTS WHICH DO NOT MEET CONTINGENCY CRITERIA. VICE CHAIR HANSEN ADVISED HE FEELS THESE CONTINGENCY REQUESTS REPRESENT A FINALIZATION OF THE BUDGET PROCESS FOR THIS FISCAL YEAR. COMMISSIONER KELLEY SUGGESTED THAT IN ADDITION TO CONTINGENCY CRITERIA GUIDELINES, THE BOARD REVIEW THE ENTIRE BUDGET PROCESS, AND CONSIDER CONDUCTING A BUDGET REVIEW TWO OR FOUR TIMES A YEAR. CHAIR STEIN SUGGESTED THAT A REVIEW BE CONDUCTED PRIOR TO THE NEXT QUARTERLY CONTINGENCY REQUEST PERIOD. DAVE WARREN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. COMMISSIONER COLLIER REQUESTED THAT DEPARTMENTS SUBMIT FUTURE BUDGET REQUESTS BY PRIORITY LISTS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

R-10 Budget Modification NOND #1 Requesting Authorization to

Appropriate \$25,000 to the Health Department Budget to Fund the Outside In Needle Exchange Program

COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-10. COMMISSIONER HANSEN EXPRESSED APPRECIATION TO THE CITY OF PORTLAND FOR ITS \$10,000 CONTRIBUTION TO THE PROGRAM. COMMISSIONER SALTZMAN COMMENDED OUTSIDE IN FOR ITS FUNDRAISING EFFORTS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF SOCIAL SERVICES

R-11 Budget Modification DSS #9 Requesting Authorization to Transfer \$155,441 to the Juvenile Justice Division Budget to Add 5.2 Juvenile Groupworkers to Staff a Detention Post and Detention Youth Physical Exercise and Recreation

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-11. HAROLD OGBURN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BOARD COMMENTS. COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, AMENDMENT TO R-11, TO ELIMINATE FULLTIME EXERCISE SPECIALIST AND REDUCE BUDGET MODIFICATION REQUEST TO \$111,600. BOARD COMMENTS. DAVE WARREN, CHIP LAZENBY AND MR. OGBURN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AMENDMENT UNANIMOUSLY APPROVED. COMMISSIONER COLLIER COMMENTS IN OPPOSITION TO R-11 ON BASIS IT DOES NOT MEET CONTINGENCY CRITERIA. CHAIR STEIN COMMENTS IN SUPPORT DUE TO EXPECTED STATE COURT SECURITY FUNDS. BUDGET MODIFICATION APPROVED, WITH COMMISSIONERS KELLEY, HANSEN, SALTZMAN AND STEIN VOTING AYE AND COMMISSIONER COLLIER VOTING NO.

R-12 Budget Modification DSS #10 Requesting Authorization to Transfer \$33,000 to the Juvenile Justice Division Budget to Allow Participation with the Private Industry Council, the City of Portland, and Oregon Outreach to Form a Joint Partnership to Provide Educational and Employment Services to Juvenile Justice Clients through the Private Industry Council

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-12. COMMISSIONER KELLEY, MR. OGBURN AND DENNIS COLE EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

R-24 Budget Modification MCSO #8 Requesting Authorization to Transfer \$71,108 to the Sheriff's Budget to Pay for the Addition of Two JDH Court Services Deputies

COMMISSIONER HANSEN MOVED AND COMMISSIONER

KELLEY SECONDED, APPROVAL OF R-24. LARRY AAB, LT. JEANIE KING, MR. WARREN AND MR. OGBURN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. COMMISSIONER HANSEN SUGGESTED FUNDING TWO DEPUTIES FOR NOVEMBER AND DECEMBER AND DIRECTING STAFF TO ADDRESS OVERALL SECURITY NEEDS THE FIRST OF THE YEAR. COMMISSIONER COLLIER ADVOCATED LOOKING AT ALTERNATE WAYS TO SOLVE TRANSPORT ISSUES. COMMISSIONER KELLEY SUGGESTED APPROVING FUNDS UNTIL JANUARY, REVIEWING JOHN SCHWEITZER SECURITY PLAN FOR JDH, AND CONSIDER BORROWING FROM STATE COURTHOUSE SECURITY FUNDS. COMMISSIONER HANSEN SUGGESTED SCHEDULING A COURTHOUSE SECURITY BRIEFING PRIOR TO FIRST OF THE YEAR. CHAIR STEIN SUGGESTED LOOKING AT JUVENILE DETENTION HOME AND COURTHOUSE SECURITY PLAN TO SEE IF SOME OF STATE MONEY GOING TO COURTHOUSE, SHOULD GO TO JUVENILE DETENTION HOME INSTEAD. COMMISSIONER COLLIER COMMENTS IN OPPOSITION TO R-24. COMMISSIONER SALTZMAN REPORTED HE DOES NOT WANT THESE DISCUSSIONS TO DELAY PLANNED JANUARY 1 INSTALLATION OF METAL DETECTORS AND TRAINED GUARDS FOR THE COURTHOUSE. JUDGE LINDA BERGMAN PRESENTED COURT'S PERSPECTIVE ON JDH SECURITY AND RESPONDED TO BOARD QUESTIONS. MR. AAB AND LT. KING EXPLANATION IN RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION APPROVED, WITH COMMISSIONERS KELLEY, HANSEN, SALTZMAN AND STEIN VOTING AYE AND COMMISSIONER COLLIER VOTING NAY. COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, THAT JOHN SCHWEITZER AND JUDGE LONDER BE ASKED TO COME BEFORE THE BOARD PRIOR TO JANUARY 1, 1994 WITH RECOMMENDED SECURITY PLANS FOR JDH AND COURTHOUSE FACILITIES, INCLUDING POSSIBILITIES OF STAGING IMPLEMENTATION AT THE COURTHOUSE IN ORDER TO HAVE FUNDS AVAILABLE TO START UP AND LOOKING AT JDH AS AN OPTION. COMMISSIONER COLLIER SUGGESTED THAT TWO NEW DEPUTIES NOT BE HIRED AND TRAINED UNTIL AFTER PLAN IS REVIEWED. MR. AAB CONCURRED. MOTION UNANIMOUSLY APPROVED.

- R-13 Budget Modification DSS #11 Requesting Authorization to Increase Aging Services Division Budget by \$63,600 for One-Time Only Rental Charges Related to Capital Improvements for the New District Senior Activity Center in Southeast Portland, and the Related Indirect Costs of \$5,215

COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-13. CHAIR STEIN COMMENDED DIVISION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-14 Budget Modification DSS #12 Requesting Authorization to Appropriate \$34,645 to the Mental Health, Youth and Family Services Division, Alcohol and Drug Program Budget, for Hooper COLA, Workers Comp, and Medical Supplies

**COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-14. ED BLACKBURN AVAILABLE FOR QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

- R-15 Budget Modification DSS #13 Requesting Authorization to Appropriate \$30,190 to the Mental Health, Youth and Family Services Division, Child and Adolescent Mental Health Program Budget, to Centralize and Coordinate the Screening Process for Medicaid Eligible Children

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-15. SUSAN CLARK PRESENTATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

DISTRICT ATTORNEY

- R-16 Budget Modification DA #1 Requesting Authorization to Transfer \$61,841 to the Neighborhood Based Prosecution Budget to Provide Interim Funding for Gresham Neighborhood DA Program

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-16. MICHAEL SCHRUNK RECOMMENDED REDUCING REQUEST TO \$37,978 AND RESPONDED TO BOARD QUESTIONS. COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, TO AMEND TRANSFER AMOUNT TO \$37,978. COMMISSIONER COLLIER COMMENTS IN OPPOSITION TO R-16. BUDGET MODIFICATION APPROVED AS AMENDED, WITH COMMISSIONERS KELLEY, HANSEN, SALTZMAN AND STEIN VOTING AYE, AND COMMISSIONER COLLIER VOTING NAY.**

- R-17 Budget Modification DA #2 Requesting Authorization to Appropriate \$120,350 to the District Attorney's Budget to Cover the 3.25% COLA Wage Settlement for Multnomah County Prosecuting Attorneys Association 1993-1996 Bargaining Unit Contract

**UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, R-17 WAS UNANIMOUSLY APPROVED.**

- R-18 Budget Modification DA #3 Requesting Authorization to Appropriate \$14,568 to the Multi-Disciplinary Team Budget for Consolidation of MDT Child Abuse Intervention Services Provided by Children's Services Division, Portland Police and Multnomah County District Attorney's Office

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-18. MR. SCHRUNK RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

- R-19 Budget Modification DA #4 Requesting Authorization to Appropriate \$14,310 in Unanticipated Department of Justice Equitable Sharing Funds and Adding \$57,696 of Unanticipated

State Witness Fees to the General Fund Contingency

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, R-19 WAS UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

R-20 Budget Modification MCSO #4 Requesting Authorization to Transfer \$44,690 to the Sheriff's Budget to Pay for an Employee of the Police Activities League (PAL)

UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER COLLIER, R-20 WAS UNANIMOUSLY APPROVED.

R-21 Budget Modification MCSO #5 Requesting Authorization to Appropriate \$1,262,498 to the Sheriff's Budget for the Multnomah County Corrections Officers' Association COLA

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, R-21 WAS UNANIMOUSLY APPROVED.

R-22 Budget Modification MCSO #6 Requesting Authorization to Transfer \$45,072 to the Sheriff's Budget to Cover the Cost of a Community Service Officer at the David Douglas Safety Action Team, with \$18,000 of the Funds to be Repaid by David Douglas School District

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-22. MR. AAB EXPLANATION AND RESPONSE TO BOARD QUESTIONS. MR. WARREN RESPONSE TO BOARD QUESTIONS AND DISCUSSION CONCERNING ITEMS R-22 AND R-25. COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, TO REDUCE TRANSFER REQUEST TO \$33,000. BUDGET MODIFICATION UNANIMOUSLY APPROVED, AS AMENDED.

R-23 Budget Modification MCSO #7 Requesting Authorization to Transfer \$11,487 to the Sheriff's Budget to Pay for the Reclassification of Two Employees

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, R-23 WAS UNANIMOUSLY TABLED.

C-1 Ratification of Intergovernmental Agreement Contract 800444 Between Multnomah County and the Regional Organized Crime and Narcotics (ROCN) Task Force, Wherein the Sheriff's Office Will Provide Word Processing Support for ROCN, for the Period July 1, 1993 through June 30, 1994

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, C-1 WAS UNANIMOUSLY APPROVED.

R-25 Budget Modification MCSO #9 Requesting Authorization to

Transfer \$15,000 to the Services Branch Division Budget to Appropriate ROCN Revenue for Word Processing Support [Proposed IGA Contract 800444]

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, R-25 WAS UNANIMOUSLY TABLED.

NON-DEPARTMENTAL

R-26 Budget Modification NOND #4 Requesting Authorization to Transfer \$15,600 to the Chair's Budget for Transitional Supplies and Equipment Costs

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, R-26 WAS UNANIMOUSLY APPROVED.

R-27 Budget Modification NOND #5 Requesting Authorization to Transfer \$7,798 to the Chair's Budget to Fund Underbudgeted Dues and Land Use Assessments for the Association of Oregon Counties

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-27. BOARD DISCUSSION CONCERNING REQUEST FOR AOC SUPPORT IN PENDING LITIGATION CASE. CHAIR STEIN TO PREPARE LETTER FOR BOARD MEMBERS' SIGNATURE. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

R-28 Budget Modification NOND #7 Requesting Authorization to Transfer \$50,000 to the Purchasing Division Budget for Funding a Women and/or Minority Owned Business Disparity Study Jointly with the City of Portland

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-28. CHAIR STEIN AND COMMISSIONER SALTZMAN RESPONSE TO QUESTIONS AND CONCERNS OF COMMISSIONER COLLIER. CHAIR STEIN TO SEE THAT COMMISSIONER COLLIER'S REQUESTED INFORMATION IS FURNISHED. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

PUBLIC COMMENT

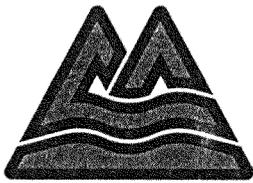
R-29 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

There being no further business, the meeting was adjourned at 12:30 p.m.

OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON

By Rebecca L. Boustaro

0324C/1-11/db



# MULTNOMAH COUNTY OREGON

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

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

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

#### FOR THE WEEK OF

OCTOBER 25 - 29, 1993

- Monday, October 25, 1993 - 8:30 AM - Work Session . . . . .Page 2
- Tuesday, October 26, 1993 - 9:30 AM - Board Briefing. . . . .Page 2
- Tuesday, October 26, 1993 - 1:30 PM - Planning Items. . . . .Page 2
- Thursday, October 28, 1993 - 9:00 AM - Executive Session. . .Page 3
- Thursday, October 28, 1993 - 9:30 AM - Regular Meeting: . . .Page 3

#### FUTURE MEETING CHANGES AND CANCELLATIONS

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|-----------------------|--|
| Tuesday, November 9   | Briefing, Regular Meeting and Planning Items |
| Thursday, November 11 | <u>Holiday/Meeting Cancelled</u>             |
| Tuesday, November 16  | <u>AOC Conf/Meeting Cancelled</u>            |
| Thursday, November 18 | <u>AOC Conf/Meeting Cancelled</u>            |
| Tuesday, November 23  | Regular Meeting and Planning Items           |
| Thursday, November 25 | <u>Holiday/Meeting Cancelled</u>             |

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

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

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

Monday, October 25, 1993 - 8:30 AM - 12:00 PM

Portland Metropolitan Chamber of Commerce  
221 NW Second Avenue, Boardroom

WORK SESSION

- WS-1 The Multnomah County Board of Commissioners and Other County Elected Officials and Department Managers Will Meet to Review the Portland-Multnomah Progress Board Work on Multnomah County Benchmarks.
- 

Tuesday, October 26, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFING

- B-1 Review of the Planning and Development Division's Fiscal Year 1992-93 Long Range Planning Work Program. Presented by R. Scott Pemble. 30 MINUTES REQUESTED.
- 

Tuesday, October 26, 1993 - 1:30 PM

Multnomah County Courthouse, Room 602

PLANNING ITEMS

- P-1 CU 3-93a Review the October 13, 1993 Planning and Zoning Hearings Officer Decision Approving, Subject to Conditions and Subsequent Design Review, a Conditional Use Request to Raise Hogs on Property Located at 16631 SE FOSTER ROAD.
- P-2 CS 8-93 Review the October 12, 1993 Planning and Zoning Hearings Officer Decision Approving, Subject to Conditions, a Community Service Use Amendment to Modify the Boundary and Construct a Seminary Building, Together with Associated On and Off-Site Improvements, for Property Located at 30304 SE LUSTED ROAD.
- P-3 DR 18-93 Review the October 12, 1993 Planning and Zoning Hearings Officer Decision Denying an Appeal of an Administrative Decision to Approve a Final Design Review Plan for a 7 Dwelling Unit Residential Development; and Approving, Subject to Conditions and Modifications, the Final Design Review Plan for DR 18-93, for Property Located at 2640 SE 141ST AVENUE.
- P-4 Staff from the Department of Land Conservation and Development, Department of Geology and Mineral Industries and the Department of Environmental Quality Will Brief the Board on Responsibilities of Local Government and State Agencies in the Regulation of Mineral and Aggregate Uses. 1:30 TIME CERTAIN, 1 HOUR REQUESTED.

P-5 C 5-93 Continued First Reading of an ORDINANCE Which Amends the Multnomah County Comprehensive Framework Plan Policy 16 and Multnomah County Code Chapter 11.15 Regarding Significant Environmental Concern (SEC) Provisions and Adopting a Map of Significant Streams and Riparian Areas Which Are Designated "3-C" Resource Sites in the Multnomah County Goal 5 Inventory. [PLEASE NOTE: PLANNING STAFF WILL SUGGEST MODIFICATION OF THE C 5-93 REPORT AND PREPARATION OF AN AMENDED ORDINANCE PROPOSAL FOR CONSIDERATION IN NOVEMBER OR EARLY DECEMBER.]

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Thursday, October 28, 1993 - 9:00 AM

Multnomah County Courthouse, Room 602

EXECUTIVE SESSION

E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(h), for the Purpose of Consultation with Counsel Concerning Legal Rights and Duties Regarding Current Litigation. Presented by Laurence Kressel. 9:00 AM TIME CERTAIN, 30 MINUTES REQUESTED.

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Thursday, October 28, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

SHERIFF'S OFFICE

C-1 Ratification of Intergovernmental Agreement Contract 800444 Between Multnomah County and the Regional Organized Crime and Narcotics (ROCN) Task Force, Wherein the Sheriff's Office Will Provide Word Processing Support for ROCN, for the Period July 1, 1993 through June 30, 1994

DEPARTMENT OF HEALTH

C-2 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 200414 Between Multnomah County and Oregon State Health Division, State Public Health Laboratory, Adding Hepatitis Prevaccine Screens, Childhood Blood Lead Tests and HIV-Ab Tests for Health Department Clients, for the Period Upon Execution through June 30, 1994

C-3 Ratification of Intergovernmental Agreement Contract 200944 Between Multnomah County and Oregon Health Sciences University, Providing OHSU Obstetrical-Gynecological Consultation for Health Department Clients, for the Period November 1, 1993 through October 31, 1994

DEPARTMENT OF SOCIAL SERVICES

- C-4 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
- C-5 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 100274 Between Multnomah County and Oregon Health Sciences University, Adding State Funds to the Mental Health, Youth, and Family Services Division, Adult Mental Health Program for Non-Residential Adult Services, and Removing Assessment, Intervention, and Transition Program (AITP) Consultation Services Funds as of July 1, 1993
- C-6 Ratification of Intergovernmental Agreement Contract 103804 Between Multnomah County, Mental Health, Youth, and Family Services Division, Child and Adolescent Program, and Gresham Grade School District Number 4, Clear Creek Middle School, Wherein the School District Will Provide Funding for the County to Provide Mental Health Services for Students, Effective September 1, 1993 through June 30, 1994
- C-7 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 500453 Between the City of Portland, Multnomah County and Portland School District No. 1, Reducing the Amount of PILOT (Payment in Lieu of Taxes) Funds Available for Distribution to Support Direct Client Assistance for Homeless and Low Income People

REGULAR AGENDA

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-1 PUBLIC HEARING and Consideration of an ORDER in the Matter of the Execution of Deed D940935 for Certain Tax Acquired Property to the Housing Authority of Portland [Former 6102 SE 86th Avenue]
- R-2 PUBLIC HEARING and Consideration of an ORDER in the Matter of the Execution of Deed D940936 for Certain Tax Acquired Property to the Housing Authority of Portland [Former 3814-3816 SE 26th Avenue]

DEPARTMENT OF HEALTH

- R-3 Ratification of Intergovernmental Agreement Contract 200744 Between Multnomah County and Oregon Health Sciences University, Wherein the OHSU/VAH Joint Flow Cytometry Lab Will Provide Laboratory Services for T-Cell Subset Testing for Multnomah County Health Department, for the Period November 1, 1993 through September 30, 1994
- R-4 Budget Modification HD #3 Requesting Authorization to Add Increases in Grant Funds to Three Existing Grants; Reduce a Grant and Reduce Water Testing Revenue

DEPARTMENT OF SOCIAL SERVICES

- R-5 Ratification of Intergovernmental Agreement Contract 103704 Between Multnomah County, the City of Gresham and the Housing Authority of Portland, for the Development of Affordable Rental Housing for Agricultural Workers in East Multnomah County, for the Period Upon Execution through September 30, 1996

NON-DEPARTMENTAL

- R-6 Budget Modification NOND #8 Requesting Authorization to Reclassify a Senior Office Assistant Position to a Risk Management Technician, within the Risk Management Division Budget
- R-7 RESOLUTION in the Matter of Referring Certain Proposed Zoning Code Amendments to the Planning Commission for Recommendations
- R-8 RESOLUTION in the Matter of the Adoption of Rules of Procedure for the Conduct of Board Meetings and Repealing Prior Rules

GENERAL FUND CONTINGENCY REQUESTS

DEPARTMENT OF HEALTH

- R-9 Budget Modification HD #2 Requesting Authorization to Appropriate \$222,065 to the Primary Care Division Budget to Extend Funding for Two Primary Care Medical Teams from Half to Full Year
- R-10 Budget Modification NOND #1 Requesting Authorization to Appropriate \$25,000 to the Health Department Budget to Fund the Outside In Needle Exchange Program

DEPARTMENT OF SOCIAL SERVICES

- R-11 Budget Modification DSS #9 Requesting Authorization to Transfer \$155,441 to the Juvenile Justice Division Budget to Add 5.2 Juvenile Groupworkers to Staff a Detention Post and Detention Youth Physical Exercise and Recreation
- R-12 Budget Modification DSS #10 Requesting Authorization to Transfer \$33,000 to the Juvenile Justice Division Budget to Allow Participation with the Private Industry Council, the City of Portland, and Oregon Outreach to Form a Joint Partnership to Provide Educational and Employment Services to Juvenile Justice Clients through the Private Industry Council
- R-13 Budget Modification DSS #11 Requesting Authorization to Increase Aging Services Division Budget by \$63,600 for One-Time Only Rental Charges Related to Capital Improvements for the New District Senior Activity Center in Southeast Portland, and the Related Indirect Costs of \$5,215

- R-14 Budget Modification DSS #12 Requesting Authorization to Appropriate \$34,645 to the Mental Health, Youth and Family Services Division, Alcohol and Drug Program Budget, for Hooper COLA, Workers Comp, and Medical Supplies
- R-15 Budget Modification DSS #13 Requesting Authorization to Appropriate \$30,190 to the Mental Health, Youth and Family Services Division, Child and Adolescent Mental Health Program Budget, to Centralize and Coordinate the Screening Process for Medicaid Eligible Children

DISTRICT ATTORNEY

- R-16 Budget Modification DA #1 Requesting Authorization to Transfer \$61,841 to the Neighborhood Based Prosecution Budget to Provide Interim Funding for Gresham Neighborhood DA Program
- R-17 Budget Modification DA #2 Requesting Authorization to Appropriate \$120,350 to the District Attorney's Budget to Cover the 3.25% COLA Wage Settlement for Multnomah County Prosecuting Attorneys Association 1993-1996 Bargaining Unit Contract
- R-18 Budget Modification DA #3 Requesting Authorization to Appropriate \$14,568 to the Multi-Disciplinary Team Budget for Consolidation of MDT Child Abuse Intervention Services Provided by Children's Services Division, Portland Police and Multnomah County District Attorney's Office
- R-19 Budget Modification DA #4 Requesting Authorization to Appropriate \$14,310 in Unanticipated Department of Justice Equitable Sharing Funds and Adding \$57,696 of Unanticipated State Witness Fees to the General Fund Contingency

SHERIFF'S OFFICE

- R-20 Budget Modification MCSO #4 Requesting Authorization to Transfer \$44,690 to the Sheriff's Budget to Pay for an Employee of the Police Activities League (PAL)
- R-21 Budget Modification MCSO #5 Requesting Authorization to Appropriate \$1,262,498 to the Sheriff's Budget for the Multnomah County Corrections Officers' Association COLA
- R-22 Budget Modification MCSO #6 Requesting Authorization to Transfer \$45,072 to the Sheriff's Budget to Cover the Cost of a Community Service Officer at the David Douglas Safety Action Team, with \$18,000 of the Funds to be Repaid by David Douglas School District
- R-23 Budget Modification MCSO #7 Requesting Authorization to Transfer \$11,487 to the Sheriff's Budget to Pay for the Reclassification of Two Employees
- R-24 Budget Modification MCSO #8 Requesting Authorization to Transfer \$71,108 to the Sheriff's Budget to Pay for the Addition of Two JDH Court Services Deputies

R-25 Budget Modification MCSO #9 Requesting Authorization to Transfer \$15,000 to the Services Branch Division Budget to Appropriate ROCN Revenue for Word Processing Support [Proposed IGA Contract 800444]

NON-DEPARTMENTAL

R-26 Budget Modification NOND #4 Requesting Authorization to Transfer \$15,600 to the Chair's Budget for Transitional Supplies and Equipment Costs

R-27 Budget Modification NOND #5 Requesting Authorization to Transfer \$7,798 to the Chair's Budget to Fund Underbudgeted Dues and Land Use Assessments for the Association of Oregon Counties

R-28 Budget Modification NOND #7 Requesting Authorization to Transfer \$50,000 to the Purchasing Division Budget for Funding a Women and/or Minority Owned Business Disparity Study Jointly with the City of Portland

PUBLIC COMMENT

R-29 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** IGA between Regional Organized Crime and Narcotics (ROCN) and the Sheriff's Office

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

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

**REGULAR MEETING:** Date Requested: October 14, 1993

Amount of Time Needed: 5 - 10 minutes

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

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

**PERSON(S) MAKING PRESENTATION:** Bob Skipper, Sheriff

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

**SIGNATURES REQUIRED:**

Intergovernmental Agreement between the Regional Organized Crime and Narcotics (ROCN) and the Sheriff's Office. The Sheriff's Office will provide word processing support for ROCN for the period beginning July 1, 1993 and ending June 30, 1994. Renewal.

*10/29/93 originals to Larry Aab*

**CONSENT**

**ELECTED OFFICIAL:** Bob Skipper

OR

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

CLERK OF COUNTY CLERK'S OFFICE  
MULTI-COUNTY  
OREGON  
1993 OCT 18 AM 10:50

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800444

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

<p><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-1</u> DATE <u>10/28/93</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department Sheriff's Office Division Services Date 9/20/93

Contract Originator Kathy Walliker Phone 251-2416 Bldg/Room 313/126

Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231

Description of Contract \_\_\_\_\_  
Agreement with the Regional Organized Crime and Narcotics TaskForce (ROCN)  
to provide word processing support.

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

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

Contractor Name ROCN  
 Mailing Address PO Box 82209  
Portland, OR 97208-0209  
 Phone 234-8892 (248-3289)  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date July 1, 1993  
 Termination Date June 30, 1994  
 Original Contract Amount \$ 15,000  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ \_\_\_\_\_

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

Payment Schedule Terms

Lump Sum \$15,000  Due on receipt

Monthly \$ \_\_\_\_\_  Net 30

Other \$ \_\_\_\_\_  Other \_\_\_\_\_

Requirements contract - Requisition required.

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

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

**REQUIRED SIGNATURES:**

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

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

Encumber: Yes  No

Date \_\_\_\_\_

Date 10/18/93

Date October 28, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	025	3605			2014					
02.											
03.											

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

**ORIGINAL**

Contract No.: **800444**

Contractor: Regional Organized Crime and Narcotics (ROCN) Task Force

**SHERIFF'S OFFICE  
PERSONAL SERVICES CONTRACT**

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through the SHERIFF'S OFFICE, hereafter called SHERIFF'S OFFICE, and Regional Organized Crime and Narcotics (ROCN) task force, hereafter called CONTRACTOR.

**THE PARTIES AGREE:**

1. DESCRIPTION OF SERVICES. SHERIFF'S OFFICE will provide the services as described in Exhibit "A".
2. COMPENSATION. Payment not to exceed \$15,000.00 due upon execution of contract.
3. TERM. The CONTRACTOR's services will begin on July 1, 1993, and terminate when completed, but no later than June 30, 1994. This contract may be cancelled by either party with five days written notice.
4. CONTRACT DOCUMENTS. This Contract consists of this contract document and Exhibit "A".

DATED this 1st day of September, 1993.

MULTNOMAH COUNTY  
SHERIFF'S OFFICE

REGIONAL ORGANIZED CRIME AND NARCOTICS  
(ROCN) Task Force

By \_\_\_\_\_  
BOB SKIPPER, Sheriff

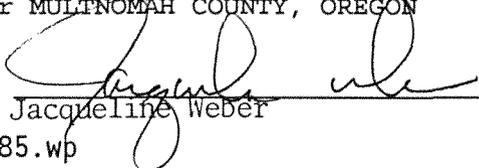
By \_\_\_\_\_  
CHARLES FESSLER, Director

Date \_\_\_\_\_

Date \_\_\_\_\_

Contractor's ID No. \_\_\_\_\_

REVIEWED:  
Laurence Kressel, County Counsel  
for MULTNOMAH COUNTY, OREGON

By   
Jacqueline Weber  
2985.wp

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-1 DATE 10/28/93  
DEB BOGSTAD  
BOARD CLERK

EXHIBIT A

The Office Automation Unit of the Multnomah County Sheriff's Office agrees to provide word processing services to the Regional Organized Crime and Narcotics (ROCN) task force. The following is the list of services:

1. Word processing support will include typing of investigative reports, affidavits, and transcripts of interviews, telephone recordings, and body wire recordings.
2. ROCN personnel may use the Sony centralized dictation system, or forward pre-recorded tapes or handwritten material.
3. ROCN personnel will indicate a completion date at time of dictation, allowing a minimum of three working days. (This unit is closed on weekends and holidays.)
4. Tapes of interviews, telephone recordings, and body wire recordings submitted for transcription will be completed as time and work load allows. There must be a work request form attached.
5. Any assignments to be completed in less than three working days must be approved by the Office Automation Unit manager.
6. The Office Automation manager will keep ROCN personnel informed of any problems effecting the timely completion of assignments.
7. No overtime expenditures will be made out of Sheriff's office funds for ROCN assignments.
8. Completed assignments will be available in the pickup box in the Office Automation Unit for ROCN personnel.
9. Every effort will be made by ROCN personnel to provide the Office Automation Unit with the best quality recordings possible.

Contract No. 800444

**CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS**

I, the undersigned, hereby swear or affirm under penalty of perjury:

(Check one)

\_\_\_\_\_ that I am, to the best of my knowledge, not in violation of any Oregon tax laws.

\_\_\_\_\_ that I am authorized to act in behalf of \_\_\_\_\_; that I have authority and knowledge regarding the payment of taxes, and that \_\_\_\_\_ is, to the best of my knowledge, not in violation of any Oregon tax laws.

For purposes of this certificate, "Oregon tax laws" means the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

REGIONAL ORGANIZED CRIME AND NARCOTICS  
(ROCN) Task Force

By \_\_\_\_\_  
Title \_\_\_\_\_

Contractor's ID No. \_\_\_\_\_

Dated \_\_\_\_\_

MEETING DATE: OCT 28 1993

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Ratification to amendment to intergovernmental agreement with State Health Division

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

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

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

Amount of Time Needed: 5 minutes or less / Consent

**DEPARTMENT:** HEALTH **DIVISION:** \_\_\_\_\_

**CONTACT:** FRONK **TELEPHONE #:** x4274

**BLDG/ROOM #:** 160/7

**PERSON(S) MAKING PRESENTATION:** Fronk

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Ratification of amendment to intergovernmental agreement with State Health Division. The amendment will provide for the State Public Health Laboratory to add three more tests to those currently being provided to the county. The three new tests are for Hepatitis Prevacine screens, Childhood Blood Lead Tests and HIV-Ab Tests. County will pay the state for the tests.

*10/29/93 Originals to Herman Brane*

**SIGNATURES REQUIRED:**

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

OR

**DEPARTMENT MANAGER:** Don Smedley or Bill Oddegaard

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 OCT 18 PM 4:31

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
HEALTH DIVISION  
426 S.W. STARK STREET, 2ND FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3056  
FAX (503) 248-3407

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

## MEMORANDUM

TO: Beverly Stein  
Multnomah County Chair

VIA: Billi Odegaard, Director  
Health Department *Tom Fronk*

FROM: Tom Fronk, Business Services Manager  
Health Department *Tom*

DATE: October 5, 1993

SUBJECT: Amendment to agreement with Oregon State Health  
Division, State Public Health Laboratory

Recommendation: The Health Department recommends County Chair approval and Board ratification of this amendment to an intergovernmental agreement with Oregon State Health Division, Public Health Laboratory for the period Upon Execution to and including June 30, 1994.

Analysis: The county laboratory is not able to perform tests for:  
Occupation Health Hepatitis Prevaccine Screens,  
Chargeable Blood Lead Tests  
Chargeable HIV-Ab Tests

The current agreement will be amended to have the state perform the tests for \$7.00, \$10.00 and \$12.00 per test respectively.

Background: The tests are necessary to service the Health Department's clients. The original agreement #200414 was effective July 1, 1993.



CONTRACT APPROVAL FORM  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200414  
Amendment # 1

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-2</u> DATE <u>10/28/93</u>  <u>DEB BOGSTAD</u>          BOARD CLERK</p>
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Department HEALTH Division \_\_\_\_\_ Date \_\_\_\_\_

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract State will provide additional laboratory tests for Hepatitis Prevaccine screens, Childhood Blood Lead Tests and HIV-Ab Tests.

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

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

Contractor Name State Health Division  
 Mailing Address 800 N.E. Oregon St. #21  
Portland, Oregon 97204

Phone 229-6380 / 229-5754

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

Effective Date Upon execution

Termination Date June 30, 1994

Original Contract Amount \$ Requirements

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

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

Total Amount of Agreement \$ \_\_\_\_\_

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

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

Lump Sum \$ \_\_\_\_\_  Due on receipt

Monthly \$ Invoice  Net 30

Other \$ \_\_\_\_\_  Other \_\_\_\_\_

Requirements contract - Requisition required.

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

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

REQUIRED SIGNATURES:

Department Manager Don Sinclair for Bill Odegaard

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

County Counsel [Signature]

County Chair / Sheriff [Signature]

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

Encumber: Yes  No

Date \_\_\_\_\_

Date \_\_\_\_\_

Date 10-17-93

Date October 28, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0870			6110		0300	State Lab	Requirements	
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

AMENDMENT NO 1 TO  
MULTNOMAH COUNTY AGREEMENT

THIS AMENDMENT TO AGREEMENT made and entered into as of the \_\_\_ day of \_\_\_\_\_, 1993, by and between MULTNOMAH COUNTY, (hereinafter "COUNTY"), and the State of Oregon acting by and through Oregon State Public Health Laboratory (hereinafter "STATE").

W I T N E S S E T H:

WHEREAS, the COUNTY and STATE are parties to a certain Agreement dated July 1, 1993, entitled Laboratory Services Agreement (hereinafter "Agreement"); and

WHEREAS, the parties mutually desire to amend said Agreement in the manner hereinafter set forth;

NOW, THEREFORE, the parties agree as follows:

Amend section 3.A. Compensation to read:

- 8) Occupational Health Hepatitis Prevacine Screens \$7.00 per test
- 9) Chargeable Childhood Blood Lead Tests \$10.00 per test
- 10) Chargeable HIV-Ab Tests \$12.00 per test

IN WITNESS WHEREOF, the parties have caused this Amendment to Agreement to be executed by their duly authorized officers the date first hereinabove written.

OREGON STATE HEALTH DIVISION

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

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

93-6001752  
Contractor I.D. Number

STATE PUBLIC HEALTH LABORATORY

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

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

By: \_\_\_\_\_  
Business Services Manager

By: \_\_\_\_\_  
Fiscal Officer

MULTNOMAH COUNTY, OREGON

By: Beverly Stein  
Beverly Stein, County Chair

Date: October 28, 1993

HEALTH DEPARTMENT

By: Billi Odegaard  
Billi Odegaard, Director

Date: 10-6-93

By: [Signature]  
Program Manager

Date: 10/5/93

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By: [Signature]  
H. H. Lazenby, Jr.

Date: 10-17-93

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 10/28/93  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: OCT 28 1993

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Ratification of Intergovernmental Agreement with Oregon Health Sciences University

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

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

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

Amount of Time Needed: 5 minutes or less

**DEPARTMENT:** Health **DIVISION:** \_\_\_\_\_

**CONTACT:** Fronk **TELEPHONE #:** x4274

**BLDG/ROOM #:** 160/7

**PERSON(S) MAKING PRESENTATION:** Fronk

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Board ratification of an intergovernmental agreement with Oregon Health Sciences University for the provision of obstetrical and gynecological consultation for county patients.

*10/29/93 originals to Herman Brame*

**SIGNATURES REQUIRED:**

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

OR

**DEPARTMENT MANAGER:** Bill Adgaard

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 OCT 19 AM 10:58

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON



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

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

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

TO: Board of County Commissioners  
FROM: Billi Odegaard *Billi Odegaard*  
REQUESTED PLACEMENT DATE: October 28, 1993  
DATE: October 18, 1993  
SUBJECT: Intergovernmental Agreement - OHSU OB/GYN

- I. Recommendation/Action Requested: The Board is requested to approve an intergovernmental agreement with the Oregon Health Sciences University, for the provision of OB/GYN consultation for County patients.
- II. Background/Analysis: The Health Department purchases obstetrical and gynecological services on a consult basis from community providers. The Department in 1992-93 established a contractual arrangement for these services with OHSU, allowing improved continuity of care. This contract continues and expands that relationship.
- III. Financial Impact: None. This contract was assumed in preparation of the 1993-94 Budget. As these services are provided to ADC, REEP, and Health Source clients, the contract is funded with a mix of state, federal, and local funds.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: This contract will allow services to pregnant women to be delivered in a more continuous, efficient manner. These services are required under the terms of the ADC and REEP managed care agreements.
- VII. Citizen Participation: None.
- VIII. Other Government Participation: OHSU wishes to enter into this agreement, as it will improve their involvement in the prenatal care of women ultimately delivering at the University Hospital.



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200944  
Amendment # \_\_\_\_\_

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement  <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-3</u> DATE <u>10/28/93</u>  <u>DEB BOGSTAD</u>          BOARD CLERK</p>
--	--	--

Department HEALTH Division \_\_\_\_\_ Date \_\_\_\_\_

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Provide county with obstetrical and gynecological consultation.

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

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

Contractor Name Oregon Health Sciences University (Paul Kirk, M.D.)

Mailing Address 3181 S.W. Sam Jackson Park Rd. Portland, Oregon 97201-3098

Phone 494-3662

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

Effective Date November 1, 1993

Termination Date October 31, 1994

Original Contract Amount \$ 43,794

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

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

Total Amount of Agreement \$ \_\_\_\_\_

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

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input checked="" type="checkbox"/> Monthly \$ <u>3,649.50</u>	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	

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

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

**REQUIRED SIGNATURES:**

Department Manager Belli Odgaard

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

County Counsel [Signature]

County Chair / Sheriff [Signature]

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

Encumber: Yes  No

Date 10/31/93

Date \_\_\_\_\_

Date 10-17-93

Date October 28, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	D705			0110		0300	OB/GYN Cons	\$43,794	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

MULTNOMAH COUNTY  
AND  
OREGON HEALTH SCIENCES UNIVERSITY  
OBSTETRICAL-GYNECOLOGICAL CONSULTATION AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1993, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and Oregon Health Sciences University acting by and through Oregon State Board of Higher Education on behalf of the state of Oregon, (hereinafter referred to as "STATE"),

WITNESSETH:

WHEREAS, COUNTY's Health Department 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 November 1, 1993, to and including October 31, 1994, unless sooner terminated under the provisions hereof.

2. Services.

Under this contract OHSU shall provide the County obstetrical and gynecological consultation subject to the following conditions:

- A. Consultation will be provided 17 hours per week except during those times when consultant is on authorized leave from OHSU. (These hours are in addition to the 4 hours per week of obstetric consultation OHSU provides the County through the state Perinatal Project.)
- B. The consultant will be Sandra Emmons, MD.
- C. While working for the County, consultant will work under the direction of the County Medical Director.
- D. The County, OHSU, and the consultant will determine, by mutual agreement, which days the consultant will be assigned to the County.
- E. If the consultant, Dr. Emmons, becomes unable to work as assigned for more than 30 consecutive days:
  - 1) The County and OHSU will mutually agree on a substitute consultant for the period of time Dr. Emmons is unable to work.
  - 2) The contract will be amended or terminated subject to conditions outlined in section 14.

3. Compensation.

A. COUNTY agrees to pay STATE \$43,794 per year based on the following terms:

1) \$3,649.50 per month upon submission of invoice.

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 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 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 30.285, 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 Department to site visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of 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 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. 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 SCIENCES UNIVERSITY

By \_\_\_\_\_

Date \_\_\_\_\_

93-600-1786  
Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein  
Multnomah County Chair

Date October 28, 1993

HEALTH DEPARTMENT

By: Bill Odegaard  
Bill Odegaard, Director

Date: 10/3/93

By: Calvin Kelly MD  
Program Manager

Date: 10/16/93

REVIEWED:

LAURENCE B. KRESSEL, County Counsel  
for Multnomah County, Oregon

By: H. H. Lazenby, Jr.  
H. H. Lazenby, Jr.

Date: 10-17-93

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE 10/28/93  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: OCT 28 1993

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Program Initiated Peace Officer Hold Designees

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

Amount of Time Needed: 3 Minutes

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

Amount of Time Needed: 3 Minutes

**DEPARTMENT:** \_\_\_\_\_ **DIVISION:** MHYFSD

**CONTACT:** Lynn Meyo **TELEPHONE #:** 248-3691 ext. 6358

**BLDG/ROOM #:** 160/6th Floor

**PERSON(S) MAKING PRESENTATION:** Susan Clark/Lynn Meyo

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Routine Request for Program Initiated Peace Officer Hold Designees

No Budget Impact

See Attached Briefing Memo

*10/29/93 copy to Lynn Meyo*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 OCT 18 PM 3:42

**SIGNATURES REQUIRED:**

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

OR

**DEPARTMENT MANAGER:** *Susan Clark ms*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Susan Clark, Acting Director *sle*  
Mental Health, Youth and Family Services Division

TODAY'S DATE: October 6, 1993

REQUESTED PLACEMENT DATE: As Soon As Possible

RE: Approval of Attached Resolution for Program  
Initiated Peace Officer Hold Designation

**I. Recommendation/Action Requested:** That the Board of County Commissioners ratify the changes in the list of designees for program initiated peace officer holds (mental health holds).

**II. Background/Analysis:** The Ryles Center, an acute care residential treatment facility for people with mental illness, has experienced some unforeseen staff changes. Due to the fact that this is a 24-hour facility, approval of new program initiated peace officer hold designees must happen immediately to assure safe treatment for people with mental illness who are dangerous.

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 MHYFSD) 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 majority of people placed on a hold by a mental health director designee end up being committed to the state hospital which suggests that this hold is not used indiscriminately when less restrictive, alternative methods can be used to meet the needs of people with mental illness. The Psychiatric Emergency Operations Team, which includes staff from the County, hospitals, law enforcement agencies, and mental health agencies, reviews interorganizational coordination.

In the 1992-93 fiscal year, there were 82 of these holds placed. Which is a significant increase probably resulting in part from centralization of the Involuntary Commitment Program.

Page 2  
October 6, 1993  
PIPOH Resolution Approval

- III. Financial Impact: No Impact
- IV. Legal Issues: The rules governing Program Initiated Peace Officer Holds are found in ORS 426.215,
- V. Controversial Issues: None
- VI. Link to Currently County Policies: This is consistent with current County policy.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None

Attachment

(10069301/kt)

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	)	93-354
into Custody	)	

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

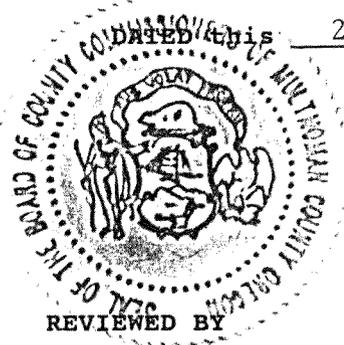
WHEREAS, there is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody; and

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

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

Added to the list of designees are:

Karen Masterjohn, Ryles Center  
Robert Goodson, Ryles Center



DATED this 28th of October, 1993

BOARD OF COUNTY COMMISSIONERS

By *Beverly Stein*  
 Beverly Stein  
 Chair, Board of Commissioners

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By *H.H. Lazenby*  
 H.H. Lazenby  
 Assistant County Counsel

MEETING DATE: OCT 28 1993

AGENDA NO: C-5

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Ratification of Amendment #1 with Oregon Health Sciences University

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

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

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

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

**DEPARTMENT:** Social Services **DIVISION:** Mental Health, Youth, and Family Services

**CONTACT:** Kathy Tinkle **TELEPHONE #:** 248-3691 X6858  
**BLDG/ROOM #:** 160/6th Floor

**PERSON(S) MAKING PRESENTATION:** Susan Clark/Kathy Tinkle

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Ratification of Amendment #1 between the Mental Health, Youth, and Family Services Divisions Adult Mental Health Program and the Oregon Health Sciences University Effective July 1, 1993 through June 30, 1994. Amendment #1 adds \$12,880 in State funds to continue Non-residential Adult services through October and November 1993 until further State funds are received. Additionally, AITP Consultation services are removed creating a net decrease of \$18,320 in the contract for FY 93/94.

*10/29/93 originals to Kathy Tinkle*

**SIGNATURES REQUIRED:**

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

OR

**DEPARTMENT MANAGER:** *Susan Clark*

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 OCT 18 PM 3:42

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

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

TO: Board of County Commissioners

FROM: Susan Clark, Acting Director *slc*  
Mental Health, Youth, and Family Services Division

DATE: October 8, 1993

REQUESTED PLACEMENT DATE:

RE: Approval of Amendment #1 with Oregon Health Sciences University

I. Action Requested:

Approval of Intergovernmental Agreement attached.

II. Background/Analysis:

The attached intergovernmental agreement adds \$12,880 in State funds to Non-residential Adult Services to continue services during October and November 1993. Additionally, AITP (Assessment, Intervention, and Transition Program) Consultation services and \$31,200 in funds are removed as of July 1, 1993 at the hospitals request. This action creates a net decrease of \$18,320 and brings the net contract total to \$93,674 for FY 93/94. The \$31,200 AITP Consultation Services will now be provided by Dr. Richard Angell as a result of this notification by OHSU that they would be unable to provide the necessary services. Dr. Angell's contract has been amended to include this change.

III. Financial Impact:

The funds for this service is available via the State Mental Health Grant.

V. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

For many years the County has been involved with and supportive of mental health services for its' citizens.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A



**CONTRACT APPROVAL FORM**  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100274  
Amendment # 1

<p><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-5</u> DATE <u>10/28/93</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p>
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Department SOCIAL SERVICES Division MHYFSD Date SEPT @#, 1993

Contract Originator \_\_\_\_\_ Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

Administrative Contact KATHY TINKLE Phone 248-3691 Bldg/Room 160/6

Description of Contract Amendment #1 adds \$12,880 in State funds to continue MH20 services for October/November until final State funds arrive and removes AITP services as of July 1, 1993 which are now being provided by Dr. Angell.

RFP/BID # N/A IGA Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

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

Contractor Name OREGON HEALTH SCIENCES UNIVERSITY  
Mailing Address 3181 SW SAM JACKSON PARK RD, L106  
PORTLAND OR 97201  
Phone 494-4854  
Employer ID# or SS# 93-6001786W  
Effective Date July 1, 1993  
Termination Date June 30, 1994  
Original Contract Amount \$ 111,994+Req.  
Total Amount of Previous Amendments \$ \_\_\_\_\_  
Amount of Amendment \$ (18,320)  
Total Amount of Agreement \$ 93,674

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

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

Lump Sum \$ \_\_\_\_\_  Due on receipt

Monthly \$ Allotment  Net 30

Other \$ \_\_\_\_\_  Other \_\_\_\_\_

Requirements contract - Requisition required.

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

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

**REQUIRED SIGNATURES:**

Department Manager Susan Clark

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

County Counsel [Signature]

County Chair / Sheriff [Signature]

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

Encumber: Yes  No

Date 10/11/93

Date \_\_\_\_\_

Date 10-17-93

Date October 28, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010									
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

**MULTNOMAH COUNTY  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
AMENDMENT NUMBER 1**

Duration of Agreement:	July 1, 1993	To: June 30, 1994	Contract #:	10027401
Contractor Name:	Oregon Health Sciences University		Telephone:	494-4854
Contractor Address:	3181 S.W. Sam Jackson Park Road Box L106 Portland, OR 97201		I.R.S. #:	93-6001786W
			Medicaid #:	157883

This amendment to the contract for social services is made between the Multnomah County Mental Health, Youth and Family Services Division referred to as the "COUNTY" and Oregon Health Sciences University, referred to as the "CONTRACTOR." It is understood by the parties that all conditions and agreements in the original contract not superseded in this amendment are still in force and apply to this amendment.

**SERVICES UNDER MONTHLY ALLOTMENT**

<u>Service Element</u>	<u>Fund Source</u>	<u>Amount</u>	<u>Change</u>	<u>Revised Amount</u>	<u>Revised Units</u>	<u>Basis of Payment</u>
IPP Non-Residential Adult	MHS 20 State	\$20,594	\$12,880	\$33,474 *	0	Service Capacity
Partners Consult. Services	MHS 37 State	<u>\$60,200</u>	\$0	<u>\$60,200</u>	860 Hours	Adjusted at years end to actual hours of service
		<u>\$80,794</u>	<u>\$12,880</u>	<u>\$93,674</u>		

\* Change amount is for equal payments for months of October and November.

**MEDICAID BILLING ALLOCATION**

Subject to the General Conditions and Special conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide Title XIX services within the service element(s) specified below. CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through -120.

<u>Service Element</u>	<u>Fund Source</u>	<u>Amount</u>	<u>Change</u>	<u>Revised Amount</u>	<u>Revised Units</u>	<u>Basis of payment</u>
School of Nursing, Child & Ado	MHS 22 Medicaid	\$72,240	\$0	\$72,240	0	N/A
IPP Children & Adolescent	MHS 22 Medicaid	\$3,715	\$0	\$3,715	0	N/A
IPP Non-Residential Adult	MHS 20 Medicaid	<u>\$246,707</u>	\$0	<u>\$246,707</u>	0	N/A
<b>MEDICAID TOTAL:</b>		<b><u>\$322,662</u></b>	<b><u>\$0</u></b>	<b><u>\$322,662</u></b>		

**SERVICES UNDER FEE-FOR-SERVICE**

<u>Service Element</u>	<u>Fund Source</u>	<u>Maximum Payable</u>	<u>Type of Unit/Slot</u>	<u>Rate per Unit/Slot</u>
Special Projects: Partners	MHS 37 State	Requirements	Day Treatment	\$120/Day of service enrollement
			School of Nursing Outpatient	See Fee Schedule in Special Conditions
			School of Nursing Psychological Evaluation	\$300/evaluation

**AMMENDMENT NARRATIVE:**

State Funding. Effective October 1, 1993.

\$12,880 IPP Non-Residential Adult Services, MHS 20, is increased to cover operations for the months of October and November, 1993.

County Funding. Effective July 1, 1993.

(\$31,200) Consultation services to the AITP are cancelled, as the provider has indicated an inability to provide the required hours of service. This was a fee-for-service requirements portion of the contract.

This action increases FY94 State funding: **\$12,880**  
to a revised total of: **\$93,674**

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By \_\_\_\_\_  
Agency Board Chairperson Date

By Rex Surface 9/22/93  
Rex Surface Date  
Adult Mental Health Program Manager

By \_\_\_\_\_  
Agency Executive Director Date

By Susan Clark 10/11/93  
Susan Clark, Date  
Acting Division Director

By Beverly Stein 10/28/93  
Beverly Stein Date  
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By H. H. Lazenby, Jr. 10-17-93  
Assistant County Counsel Date  
H. H. Lazenby, Jr.

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-5 DATE 10/28/93  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: OCT 28 1993

AGENDA NO: C-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of a Revenue Agreement with Gresham Grade School District #4/Clear Creek Middle School

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

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

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

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

DEPARTMENT: SOCIAL SERVICES DIVISION: MENTAL HEALTH, YOUTH, AND FAMILY SERVICES

CONTACT: Kathy Tinkle TELEPHONE #: 248-3691 X 6858  
BLDG/ROOM #: 160/6th Floor

PERSON(S) MAKING PRESENTATION: Susan Clark/Kathy Tinkle

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

Ratification of a Revenue Agreement between the County Mental Health, Youth, and Family Services Division Child and Adolescent Program and the Gresham Grade School District #4-Clear Creek Middle School effect September 1, 1993 through June 30, 1994. The School District will pay the County \$3,000 to fund a .75 FTE Mental Health Consultant.

*10/29/93 originals to Kathy Tinkle*

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: *Susan Clark*

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 OCT 18 PM 4:14

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

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

TO: Board of County Commissioners

FROM: Susan Clark, Acting Director *slc*  
Mental Health, Youth, and Family Services Division

DATE: October 4, 1993

REQUESTED PLACEMENT DATE:

RE: Approval Revenue Agreement with Gresham Grade School District-  
Clear Creek Middle School

I. Action Requested:

Approval of Intergovernmental Agreement attached.

II. Background/Analysis:

The attached intergovernmental revenue agreement provides school mental health services for youth in the Gresham Grade School District #4 newly opened Clear Creek Middle School. The County has been involved with mental health services for school-aged youths for the past thirty years. Agreements with four other schools for these services have already been processed. Clear Creek Middle School only recently returned the agreement for County processing and approval.

III. Financial Impact:

The school district has allocated \$3,000 to pay the County for these services which will fund 6 hours per week of a Mental Health Consultant for the 36 week school year.

V. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

For many years the County has been involved with and supportive of mental health services for children and adolescents. The continuation of these services should be in line with the newly re-emphasized goals of services for children and families. County General Fund support for this program was restored in the final stages of the FY 93/94 Budget Approval process to retain the current level of services.

VII. Citizen Participation:  
N/A

VIII. Other Government Participation:

There are currently four agreements with other school districts for mental health services they include;

Barlow-Gresham	\$20,000
Centennial	22,500
Gresham Dexter McCarty	3,000
Parkrose	12,500



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103804  
Amendment # \_\_\_\_\_

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">REVENUE APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-6</u> DATE <u>10/28/93</u>  <u>DEB BOGSTAD</u>          BOARD CLERK</p>
--	--	---

Department SOCIAL SERVICES Division MHYFSD Date SEPT 23, 1993

Contract Originator \_\_\_\_\_ Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

Administrative Contact KATHY TINKLE Phone 248-3691 Bldg/Room 160/6

Description of Contract An agreement wherein the School District agrees to pay COUNTY \$3,000 for core mental health services for students effective September 1, 1993 through June 30, 1994.

RFP/BID # N/A Revenue IGA Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

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

Contractor Name CLEAR CREEK MIDDLE SCHOOL/GRESHAM GRADE SCHOOL DISTRICT

Mailing Address 1331 NW EASTMAN PARKWAY

GRESHAM OR 97030

Phone 669-2459

Employer ID# or SS# N/A

Effective Date September 1, 1993

Termination Date June 30, 1994

Original Contract Amount \$ \_\_\_\_\_

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

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

Total Amount of Agreement \$ 3,000

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

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input checked="" type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____

Requirements contract - Requisition required.

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

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

**REQUIRED SIGNATURES:**

Department Manager Susan Clark

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

County Counsel \_\_\_\_\_

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

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

Encumber: Yes  No

Date 10/5/93

Date \_\_\_\_\_

Date 10-17-93

Date October 28, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1875						Revenue 2786	3,000	
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

# 103804

INTERGOVERNMENTAL AGREEMENT  
FOR SCHOOL MENTAL HEALTH SERVICES  
FISCAL YEAR 1993-1994

This Agreement, made and entered into as of the 1st day of September, 1993, by and between the Mental Health, Youth and Family Division, Multnomah County, Oregon, a home rule political subdivision of the State of Oregon, (hereinafter referred to as "COUNTY"), and Gresham Grade School District Number 4, Clear Creek Middle School, a body politically organized and existing under the laws of the State of Oregon (hereinafter referred to as "DISTRICT"):

WHEREAS, DISTRICT requires services which COUNTY is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, COUNTY is able and prepared to provide such services as DISTRICT does hereinafter require, under those terms and conditions set forth, now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

I. Term

The term of this Agreement shall be from September 1, 1993, to and including June 30, 1994, unless sooner terminated under the provisions hereof.

II. Services Description

A. COUNTY's services under this Agreement shall consist of the following:

1. Core mental health services will be provided to students. These services shall include:
  - a. Consultation with school personnel,
  - b. Diagnostic screening,
  - c. Referrals,
  - d. Mental health treatment.
2. Additional Services may be negotiated within this Agreement. These services include programs for:
  - a. Parent training,
  - b. DISTRICT staff training,
  - c. Psychological evaluations,
  - d. Other special services identified by the DISTRICT and the COUNTY.

Gresham Grade School District Number 4  
Clear Creek Middle School  
FY 93-94

- B. DISTRICT shall make referrals to the COUNTY School Mental Health Program consultants with necessary and pertinent non-confidential client information.
- C. COUNTY School Mental Health Program (SMHP) shall retain final authority in clinical decisions.

III. COUNTY Responsibilities

- A. The aggregate services provided by COUNTY and its designated School Mental Health consultants shall consist of 6 hours per week for a 36 week academic year excluding school holidays, during 1993-94 school year. Agreement hours include all items referenced in Section V., D., inclusive.
- B. Working agreements shall be developed with each school (hereinafter includes DISTRICT departments and school buildings) served under this Agreement. Working agreements shall include specific services to be provided, schedule for provision of services, beginning and ending date of services, and identification of other activities related to provision of services. Working agreements shall be approved and signed by appropriate school representative, SMHP consultant, and SMHP Program Supervisor.
- C. COUNTY assumes costs for administration, malpractice, clinical supervision, medical authorization of medicaid services, materials and supplies, and employee leave benefits.

IV. DISTRICT Responsibilities

- A. DISTRICT agrees to provide access to private space in each school involved under this Agreement for School Mental Health Program consultants to meet with students. This includes access to a telephone.

V. Compensation

- A. DISTRICT agrees to pay COUNTY a total sum of \$3,000 payable in three equal payments based upon the receipt of the COUNTY Service Summary.
- B. COUNTY shall submit a Service Summary by January 15, 1994; April 15, 1994; and June 15, 1994.
- C. DISTRICT agrees to make payments to COUNTY within 30 days of the receipt of the Service Summary.

- D. Computation of Agreement hours includes all direct service provision time plus indirect service support, including:
1. Travel required to provide direct services under this Agreement,
  2. Travel outside of normal workday hours,
  3. Maintenance of client records and client correspondence,
  4. Preparation of clinical reports required under this Agreement and other reports as requested by designated school representatives,
  5. Planning and preparation for special services provided under this Agreement,
  6. Items 3, 4, and 5 may occur off site and/or when classes are not scheduled and are chargeable under this Agreement

VI. Liability

- A. COUNTY shall defend, indemnify and hold DISTRICT harmless from all damages, judgments, costs, and loss arising from any suits or claims based upon injury to persons or property caused by any act or omission of COUNTY, its employees or agents in connection with COUNTY's provision of services under this Agreement.
- B. DISTRICT shall defend, indemnify and hold COUNTY harmless from all damages, judgments, costs and loss arising from any suits or claims based upon injury to persons or property caused by any act or omission of DISTRICT, its employees or agents in connection with DISTRICT's provision of services under this Agreement.

VII. Confidentiality and Client Records

- A. COUNTY shall have access to such reports, files, documents, papers and records of DISTRICT as are directly pertinent to services provided under this Agreement after obtaining the appropriate consent in writing.
- B. COUNTY shall maintain confidential records for all direct service clients. Said records and reports shall be maintained by COUNTY.

VIII. Modification and Termination

- A. Any modification of the provisions of this Agreement shall be in writing and signed by both parties.

Gresham Grade School District Number 4  
Clear Creek Middle School  
FY 93-94

- B. This Agreement may be terminated prior to the expiration of the agreed-upon term:
  - 1. By mutual written consent of the parties;
  - 2. By either party upon thirty (30) days written notice.
- C. Payment by DISTRICT shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by COUNTY against DISTRICT under this Agreement.
- D. Termination under any provision of this Agreement shall not affect any right, obligation, or liability of DISTRICT or COUNTY which accrued prior to such termination.

IX. Integration

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

Clear Creek Middle School  
Gresham Grade School District #4

MULTNOMAH COUNTY, OREGON

BY X Dave Cone  
Chair, Board of Directors

September 16, 1993  
Date

BY James Edmondson  
James Edmondson  
Program Manager

10/13/93  
Date

BY X Zenob Katterle  
Superintendent

Title  
September 16, 1993  
Date

BY Susan Clark  
Susan Clark,  
Acting Division Director

10/5/93  
Date

BY \_\_\_\_\_

Title  
Date

BY Beverly Stein  
Beverly Stein,  
Multnomah County Chair

October 28, 1993  
Date

REVIEWED:

Laurence Kressel  
Multnomah County Counsel

BY H. H. Lazenby, Jr.  
Deputy County Counsel  
H. H. Lazenby, Jr.

10-17-93  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-6 DATE 10/28/93  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: OCT 28 1993

AGENDA NO: C-7

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

SUBJECT: Amendment to PILOT Agreement Among Multnomah County, City of Portland, and Portland Public Schools

BOARD BRIEFING Date Requested: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

REGULAR BRIEFING Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent/5 minutes

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey España TELEPHONE: 248-5464  
BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Rey España

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

An amendment to the three-party PILOT agreement among City of Portland, Multnomah County, and Portland Public Schools is being processed which reduces the PILOT (Payment in Lieu of Taxes) funds from \$1,170,000 to \$1,157,887. The original agreement referenced an estimate from the Housing Authority of Portland, which is contributing payments in lieu of taxes to local taxing jurisdictions. The actual dollar amount was \$12,113 less than projected.

The PILOT funds are being used to support direct client assistance for homeless and low income people. This includes rent and deposit assistance, and other support to help homeless people find and retain housing.

*10/29/93 originals to Cilla Truesay*

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: Rey España

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

pilot94a

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 OCT 18 PM 4:14



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464  
421 S.W. FIFTH, SECOND FLOOR  
PORTLAND, OREGON 97204-2221  
FAX # (503) 248-3332

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

TO: Board of County Commissioners  
FROM: Ardys Craghead, Interim Director  
Housing and Community Services Division  
DATE: October 12, 1993  
SUBJECT: Amendment to PILOT Agreement

AC/RE

**I. Recommendation/Action Requested:** The Housing and Community Services Division recommends Board of County Commissioner approval of the attached three-party contract amendment.

**II. Background/Analysis:** The Housing and Community Services Division has received an amendment to the PILOT agreement (Payment in Lieu of Taxes) among the City of Portland, Multnomah County, and Portland Public Schools, to reduce the amount of PILOT funds available for distribution. The original PILOT agreement for \$1,170,000 was based on an estimate provided by the Housing Authority of Portland. The final amount of funds available is \$1,157,887.

**III. Financial Impact:** This amendment reduces funds available for services for homeless people by \$12,113. These figures have been known for several months; planning for distribution of the funds has used the lower dollar amount.

**IV. Legal Issues:** none

**V. Controversial Issues:** none

**VI. Link to Current County Policies:** The distribution of PILOT funds is based on recommendations and approval of a City/County oversight body: the Housing and Community Development Commission. Planning for their use is coordinated between the City Bureau of Housing and Community Development and County Housing and Community Services Division.

**VII. Citizen Participation:** Approval over the use of the PILOT funds is the province of the Housing and Community Development Commission (HCDC). This amendment reflects intergovernmental accounting procedures and is not subject, per se, to citizen participation.

**VIII. Other Government Participation:** The contract involves cooperation among the Housing Authority of Portland, Portland Public Schools, Multnomah County, and City of Portland.

pilot94z

## INTERGOVERNMENTAL AGREEMENT

## BETWEEN

## THE CITY OF PORTLAND, MULTNOMAH COUNTY AND PORTLAND SCHOOL DISTRICT NO. 1

I. RECITALS

- A. The City of Portland (City), Multnomah County (County), and Portland School District No. 1 (District) share a common interest in improving the educational environment for children within Multnomah County and the City of Portland. This interest has resulted in joint funding of collaborative projects, including more than \$1 million budgeted by the City of Portland for FY 1992-93 to fund projects benefitting students of the District.
- B. The Housing Authority of Portland (HAP), as permitted in Federal and State statutes, has entered into a Cooperative Agreement with the City which enables HAP to make payments in lieu of taxes (PILOT) to local taxing jurisdictions.
- C. The primary recipients of PILOT funds from HAP are the City, the County and the District. The City, the County and the District have received approximately 90% of the PILOT payments from HAP.
- D. A constitutional limit on property taxes imposed as a result of Ballot Measure 5 will decrease the share of PILOT receipts for the District and increase the amounts to be received by the City and County.
- E. HAP allocates funds to make PILOT disbursements from a portion of the rents collected from the tenants of specific HAP-owned properties. These rents are directly subsidized by the Department of Housing and Urban Development (HUD).
- F. Recent directives from HUD encourages HAP to decrease the number of directly-subsidized properties owned by HAP. Such a decrease in HAP-owned properties will result in a reduction of PILOT receipts by the City, the County and the District.
- G. Pending a decision by the City, the County and the District regarding the distribution of PILOT funds, HAP has accumulated a balance of \$1,170,000 in PILOT funds which are available to be disbursed.
- H. A fixed-term agreement has been reached by the City, the County and the District concerning distribution of PILOT funds in a manner that each expects to benefit students of the District by improving educational facilities, affordable housing, and community services within the City and the County.

- I. The agreement between the City, the County and the District involves, in part, the transfer of Kennedy School from the District to the City.
- J. The Concordia Neighborhood Association has expressed strong interest in participating in an achievable development plan for the Kennedy School site.

## II. MUTUAL AGREEMENTS

In consideration and recognition of their common interests, the projected reductions in PILOT funds, the changes in the PILOT distribution formula resulting from Ballot Measure 5, the funds projected in the FY 1992-93 budgets of the City and the County to benefit students of the District and the intent of the City and the County to continue such funding into the future, the undersigned mutually agree as follows:

### A. Right to Future PILOT Receipts

1. Suspension of Right to Receipts. For a period of not less than 10 years each party agrees to suspend and waive any right to retain PILOT funds disbursements. During this suspension period each party shall assign its allotment of PILOT funds to the Multnomah County/City of Portland Housing and Community Development Commission (HCDC) and the parties agree that HAP shall transfer the parties' assigned shares of PILOT funds to the City in the City's capacity as administrative manager of HCDC. The assigned funds shall be used in accordance with the terms of this agreement.
2. Restriction of PILOT Fund Uses. During the term of this Agreement, each party agrees that uses of PILOT funds, except as provided in Section II.B. herein, will be restricted to those housing and housing-related activities recommended by the HCDC and approved by both the City and the County.

### B. Distribution of Current PILOT Funds Balance

1. Management of Balance by City. Each party agrees to waive any right to retain current PILOT funds disbursements. Each party agrees to assign its allotment of current PILOT funds to HCDC. The parties agree that HAP shall transfer the parties' assigned shares of PILOT funds to the City in the City's capacity as administrative manager of HCDC. The City, as administrative manager of the HCDC, will receive and disburse the PILOT funds currently held by HAP. Disbursement shall be as herein provided in Section II.B.2. below.
2. Approved Disbursement. The following disbursements will be made by the City:

- a. A maximum of \$100,000 to the City to conduct a social services siting policy study.
- b. A maximum of \$20,000 to the City to reimburse the City for costs associated with vacating a portion of North Commercial Street and relocating fire suppression lines in conjunction with development at Jefferson High School.
- c. A maximum of \$150,000 to the City for producing an achievable development plan for the reuse of the Kennedy School property, to provide interim maintenance and security, and to pay for other pre-development costs associated with the reuse of the property.
- d. An amount of \$450,000 now and \$50,000 each year for the next four years thereafter to the District.
- e. Funds remaining after providing for items II.B.2. a-d above will be disbursed for housing and housing-related activities in a manner to be determined by the HCDC and approved by the City and County.

C. Disposition of Historic Artworks and Architectural Components

All works of art and substantial architectural components removed from the Kennedy School building by the District for safekeeping (including the Lucca Della Robbia castings) will be made available to the City for use in any redevelopment of the historic Kennedy School building.

- D. To the extent permissible under applicable law, the redevelopment of the Kennedy School property shall be managed in furtherance of City and County policies and goals for female and minority business enterprise contracting, sub-contracting and employment, including, as applicable, the City's First Source Hiring policy.

III. SPECIFIC PROMISES

In consideration of their mutual promises as provided herein, each of the undersigned agrees as follows:

A. Portland Public School District No. 1 agrees to:

- 1. Deed Kennedy School to the City.

B. Multnomah County agrees to:

- 1. Fulfill its obligation to appoint members to, and participate with, the HCDC.

2. Participate with the City, the Concordia Neighborhood Association, and other interested parties in development plans for the Kennedy School site.

C. City of Portland agrees to:

1. Accept the deed for Kennedy School from the District.
2. Administer, as provided herein, current and future PILOT funds disbursed from HAP.
3. Conduct a social service siting policy study.
4. Support, to the limits of its authority, the vacation of a portion of North Commercial Street.
5. Fulfill its obligation to appoint members to, and participate with, the HCDC.
6. Work with the Concordia Neighborhood Association and other interested parties to prepare a development plan for Kennedy School.
7. Perform on-going maintenance of the building and grounds.

IV. GENERAL PROVISIONS

A. Assignment

No party shall assign this Agreement, in whole or in part, or any right or obligation hereunder.

B. Severability

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

C. Integration

This Agreement contains the entire agreement among the parties and supersedes all prior written or oral discussions or agreements.

D. Non-Waiver

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

of the same nature as that waived.

E. Remedies

If any party to this Agreement shall fail or refuse to carry out any provision of this Agreement, the other parties shall be entitled to such remedy or remedies for breach of contract as may be available under applicable law including, without limitation, the remedy of specific performance.

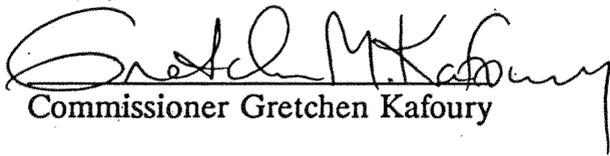
F. Changes

The parties may, from time to time, request changes in the scope of the services or terms and conditions hereunder. Such changes, shall be incorporated in written amendments to this Agreement.

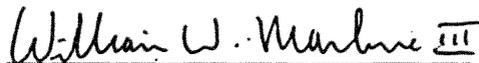
V. TERM

The term of this Agreement shall be effective as of May 10, 1993 and shall terminate ten (10) years from the effective date.

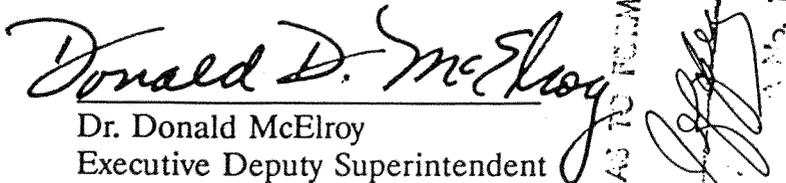
CITY OF PORTLAND

  
Commissioner Gretchen Kafoury

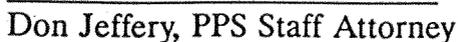
APPROVED AS TO FORM:

  
Jeffrey L. Rogers, City Attorney  
Deputy

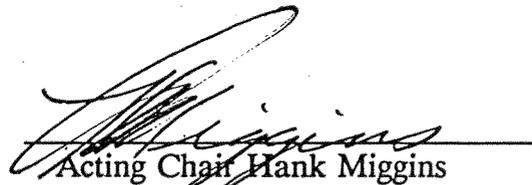
SCHOOL DISTRICT NO. 1

  
Dr. Donald McElroy  
Executive Deputy Superintendent

APPROVED AS TO FORM:

  
Don Jeffery, PPS Staff Attorney

MULTNOMAH COUNTY

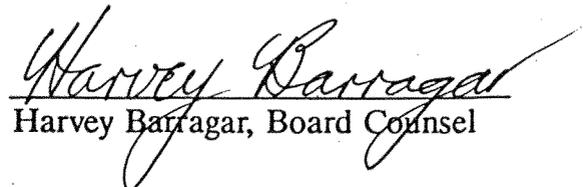
  
Acting Chair Hank Miggins

REVIEWED:

  
Laurence Kressel, County Counsel  
APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE 5/6/93  
DEB BOGSTAD  
BOARD CLERK

  
George Collins  
Deputy Clerk

REVIEWED:

  
Harvey Barragar, Board Counsel

APPROVED AS TO FORM  
SCHOOL DISTRICT NO. 1

ORDINANCE NO. 166519

\*Authorize Intergovernmental Agreement with Portland School District No. 1 and Multnomah County to designate use of Payment-in-lieu-of-taxes funds and transfer of title to Kennedy School from School District to City.  
(Ordinance)

The City of Portland ordains:

Section 1. The Council finds that:

1. The Housing Authority of Portland (HAP), as permitted in Federal and State statutes, has entered into a Cooperative Agreement with the City which enables HAP to make Payments-in-lieu-of-taxes (PILOT) to local taxing jurisdictions.
2. The primary recipients of PILOT funds are the City, County and School District, which receive approximately 90% of the PILOT payments.
3. Pending a decision by the City, the County and the District regarding the distribution of PILOT funds, HAP has accumulated a balance of \$1,170,000 which is available for disbursement.
4. The City should enter a fixed-term agreement with the County and School District to distribute the PILOT funds for: educational improvements; affordable housing; and community services.

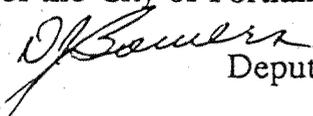
NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Affairs is hereby authorized to enter into an intergovernmental agreement with the County and School District to direct the distribution of PILOT funds in a manner substantially in conformance with the agreement attached as Exhibit "A".
- b. The Commissioner of Public Affairs is hereby authorized to execute the terms of said intergovernmental agreement.

Section 2. The Council declares that an emergency exists because the services described in Section 1 herein are required immediately; therefore, this ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, MAY 12 1993

Commissioner Gretchen Kafoury  
Bob Durston  
May 7, 1993

BARBARA CLARK  
Auditor of the City of Portland  
By  Deputy

Amended Interagency Exchange  
Portland School District/City of Portland/Multnomah County

**WHEREAS**, the District is presently entitled to receive a portion of certain payments in lieu of taxes ("PILOT") made by Housing Authority of Portland, and

**WHEREAS**, Multnomah County and the City of Portland have requested that the District forego its right to receive PILOT funds for a period of not less than 10 years so that PILOT funds can be used for programs of the Multnomah County/City of Portland Housing and Community Development Commission, and

**WHEREAS**, the City of Portland and Multnomah County have agreed to provide the District with \$450,000 now and \$50,000 each year for the next four years (for a total of \$650,000) to pay a portion of the costs for development at Jefferson High School, and

**WHEREAS**, Kennedy School is not presently being used by the District and cannot be used without expensive removal of asbestos within the building, and extensive renovation, and

**WHEREAS**, the Board of Education has determined that, in view of uncertainty as to the continued availability of PILOT funds and the benefits which would be received by the District through the funding of the development of the building and campus at Jefferson High School, it would be in the best interests of the District to enter into an Intergovernmental Agreement with the City of Portland and Multnomah County to complete such transactions, and since agreement to such transactions has already been adopted by the City of Portland and Multnomah County, now therefore be it

**RESOLVED** that the District enter into an Inter-governmental Agreement with Multnomah County and the City of Portland providing for (a) the District to forego its right to receive PILOT funds for a period of not less than 10 years. (b) the payment to the District of \$650,000 in installments to pay a portion of the development costs at Jefferson High School, and

**BE IT FURTHER RESOLVED** that the Executive Deputy Superintendent and the Deputy Clerk be and are hereby authorized to execute and deliver on behalf of the district an Intergovernmental Agreement in such form as may be approved by them to carry out the intent of the foregoing resolution and have authority to deed over the Kennedy site to the City of Portland.

Adopted Portland School Board  
May 13, 1993



CONTRACT APPROVAL FORM  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500453  
Amendment # 1

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">REVENUE APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-7</u> DATE <u>10/28/93</u>  <u>DEB BOGSTAD</u>          BOARD CLERK</p>
--	--	--

Department Social Services Division Housing Date October 12, 1993  
 Contract Originator \_\_\_\_\_ Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_  
 Administrative Contact Cilla Murray Phone 5464 Bldg/Room 161/2  
 Description of Contract Decreases amount of the original agreement by (\$12,113).

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

Contractor Name City of Portland, Bureau of Community Development, Attn: Howard Cutler  
 Mailing Address 808 SW Third Avenue Suite 600  
Portland OR 97204  
 Phone 823-2381  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date Upon Execution  
 Termination Date May, 2003  
 Original Contract Amount \$ 1,170,000  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ (12,113)  
 Total Amount of Agreement \$ 1,157,887

Remittance Address \_\_\_\_\_  
 (If Different) \_\_\_\_\_  
 Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_  
 Lump Sum \$ \_\_\_\_\_  Due on receipt  
 Monthly \$ \_\_\_\_\_  Net 30  
 Other \$ \_\_\_\_\_  Other \_\_\_\_\_  
 Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
 Requirements Not to Exceed \$ \_\_\_\_\_

REQUIRED SIGNATURES:  
 Department Manager [Signature]  
 Purchasing Director (Class II Contracts Only) [Signature]  
 County Counsel [Signature]  
 County Chair / Sheriff [Signature]  
 Contract Administration (Class I, Class II Contracts Only) [Signature]

Encumber: Yes  No   
 Date 10/12/93  
 Date \_\_\_\_\_  
 Date 10.17.93  
 Date October 28, 1993  
 Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1730							(12,113)	
02.											
03.											

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

AMENDMENT #1

Amend Intergovernmental Agreement No. 50058 to decrease the amount of funds available for disbursement as follows:

- 1. Section I.G. is amended to ... HAP has accumulated a balance of \$1,157,887 in PILOT funds which are available to be disbursed.

All other terms and conditions of Intergovernmental Agreement # 50058 between the City of Portland, Multnomah County, and Portland School District No. 1 remain the same.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 1993.

CITY OF PORTLAND

MULTNOMAH COUNTY

\_\_\_\_\_  
Commissioner Gretchen Kafoury

*Beverly Stein*  
\_\_\_\_\_  
Beverly Stein, Multnomah County Chair

APPROVED AS TO FORM:

REVIEWED:

*Frank Hudson (for)*  
\_\_\_\_\_  
Jeffrey L. Rogers,  
City Attorney

*Laurence Kressel*  
\_\_\_\_\_  
for Laurence Kressel,  
County Counsel

SCHOOL DISTRICT NO. 1

\_\_\_\_\_  
Dr. Donald McElroy  
Executive Deputy Superintendent

\_\_\_\_\_  
George Collins  
Deputy Clerk

APPROVED AS TO FORM:

REVIEWED:

\_\_\_\_\_  
Don Jeffery, PPS Staff Atty.

\_\_\_\_\_  
Harvey Barragar, Board Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-7 DATE 10/28/93  
DEB BOGSTAD  
BOARD CLERK

Ordinance No. 166657

\*Amend Intergovernmental Agreement with Portland School District No. 1 and Multnomah County to decrease the amount of funds available for disbursement. (Ordinance; Amend Intergovernmental Agreement No. 50058 )

The City of Portland ordains:

Section 1. The Council finds that:

1. The Housing Authority of Portland (HAP), as permitted in Federal and State statutes, entered into a Cooperative Agreement with the City which enables HAP to make Payment-in-lieu-of-taxes (PILOT) to local taxing jurisdictions.
2. The City of Portland, Multnomah County, and School District No. 1 entered into an agreement to designate the use of PILOT funds and to transfer title of Kennedy School from School District No.1 to the City of Portland.
3. The dollar amount listed in the Agreement (\$1,170,000) was an estimate, provided by the Housing Authority of Portland. The actual dollar amount received by the City from HAP was \$1,157,887.
4. The City should amend the existing Intergovernmental Agreement, to decrease the amount of funds available for distribution to reflect the actual dollar amount received from HAP.

NOW, THEREFORE, the Council directs:

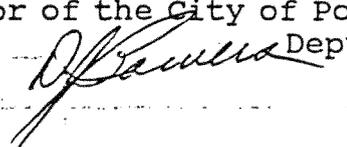
- a. The Commissioner of Public Affairs is hereby authorized to amend Intergovernmental Agreement No. 50058 , decreasing the amount of PILOT funds available for disbursement, substantially in conformance with the Amendment attached as Exhibit "A".
- b. The Commissioner of Public Affairs is hereby authorized to execute the terms of said Amendment.

Section 2. The Council declares that an emergency exists because the services described in Section 1 herein are required immediately; therefore, this ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, JUN 23 1993

Commissioner Gretchen Kafoury  
Bob Durston  
June 18, 1993

BARBARA CLARK  
Auditor of the City of Portland  
BY Deputy



MEETING DATE: October 28, 1993

AGENDA NO: R-1

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request a Public Hearing for transfer of tax foreclosed property to the Housing Authority of Portland under provisions of Multnomah County Ordinance 672.

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: October 28, 1993

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Rich Payne TELEPHONE #: 248-3632  
BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Rich Payne

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

1. Request a hearing and approval for transfer the the Housing Authority of Portland of two properties acquired through tax foreclosure.
2. It is requested that the transfer be made without consideration to make the project economically feasible.
3. This transfer is requested under the provisions of ORS 456 and Multnomah County Ordinance 672.
4. Notice of the hearing of this matter has been published for two successive weeks as required by law.
5. Request hearing to be held on October 28, 1993.

*10/29/93 originals to Beverly Scott*

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: *Betsy Williams*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

BOARD OF  
 COUNTY COMMISSIONERS  
 1993 OCT 19 AM 11:04  
 MULTNOMAH COUNTY  
 OREGON

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

**TO:** Maria Rojo De Steffey  
**FROM:** John L. DuBay (106/1530)  
Chief Assistant County Counsel  
**DATE:** October 19, 1993  
**SUBJECT:** Deeds to HAP

---

The letters from the Housing Authority of Portland request transfer of clean titles. The letters request specified liens be removed.

Nothing in the agenda materials show the liens have been removed.

The orders and deeds are legally sufficient, but they do not appear to pass the title requested by HAP.

BOARD OF  
COUNTY COMMISSIONERS  
1993 OCT 19 PM 2:27  
MULTNOMAH COUNTY  
OREGON

**HOUSING AUTHORITY of PORTLAND**

135 S.W. Ash Street  
Portland, OR 97204-3540  
(503) 228-2178 Fax # (503) 228-4872 TDD # (503) 226-6095

August 19, 1993

Mr. Larry Baxter  
Tax Title Unit  
Multnomah County  
2505 S.E. 11th Avenue  
Portland, Oregon 97202-1006

**REFERENCE: TRANSFER OF TITLE TO 6102 S.E. 86TH AVENUE  
R-03680-2560; LOT 21, BLOCK 9 ARLETA PARK NO. 2**

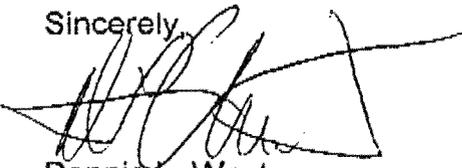
Dear Larry:

The Housing Authority of Portland is prepared to take title to the property located at 6102 S.E. 86th Avenue (Lot 21, Block 9 Arleta Park No. 2). The Tax I.D. number is R-03680-2560. This is the official request that this lot be deeded to HAP. The deed should identify the purchaser as the Housing Authority of Portland, a public body, politic and corporate. The title must be conveyed free of all liens and assessments.

Fidelity National Title Company of Oregon has provided you with a copy of their Supplemental Preliminary Commitment for title Insurance, Order No. 524872-001-DMP, dated July 12, 1993. The City of Portland has placed two liens (Accounts 40462 and 77088) for Nuisance Abatement on this property. HAP has requested removal or reduction of these liens.

Please provide us with information on any additional steps we need to take to accomplish this transfer. Thank you for your cooperation in HAP's acquisition of this property. Please call Anne Whitaker at 273-4508 if you have any questions or need any additional information.

Sincerely,

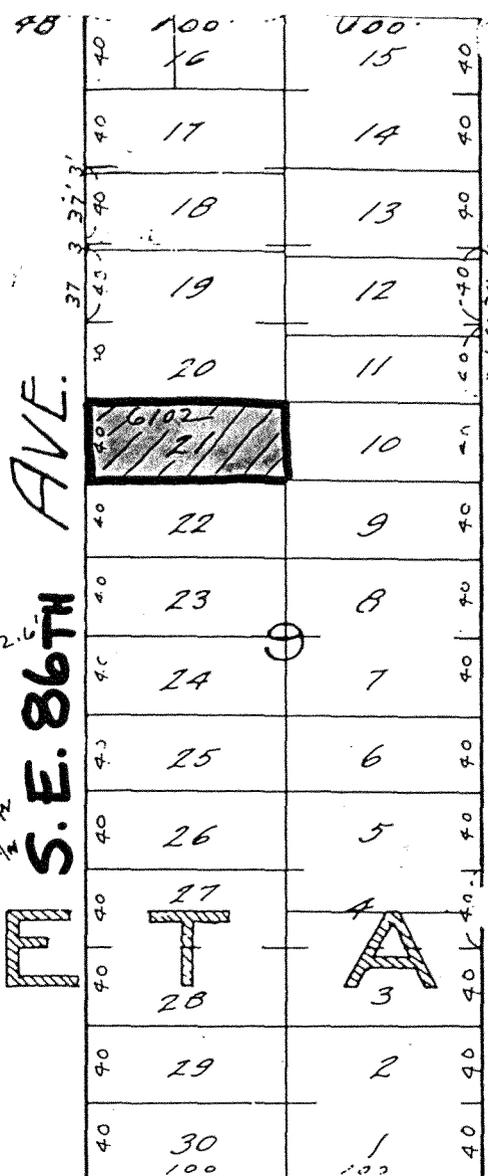
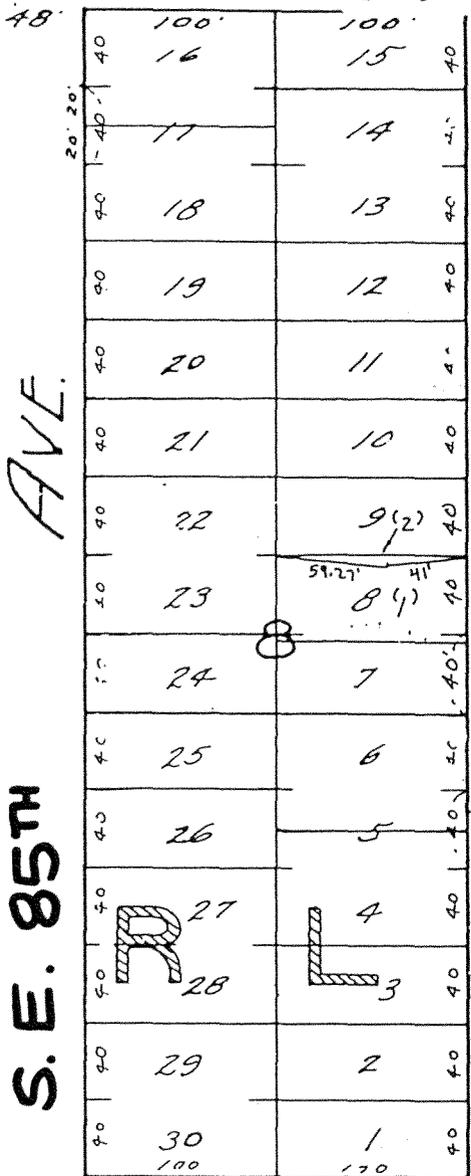
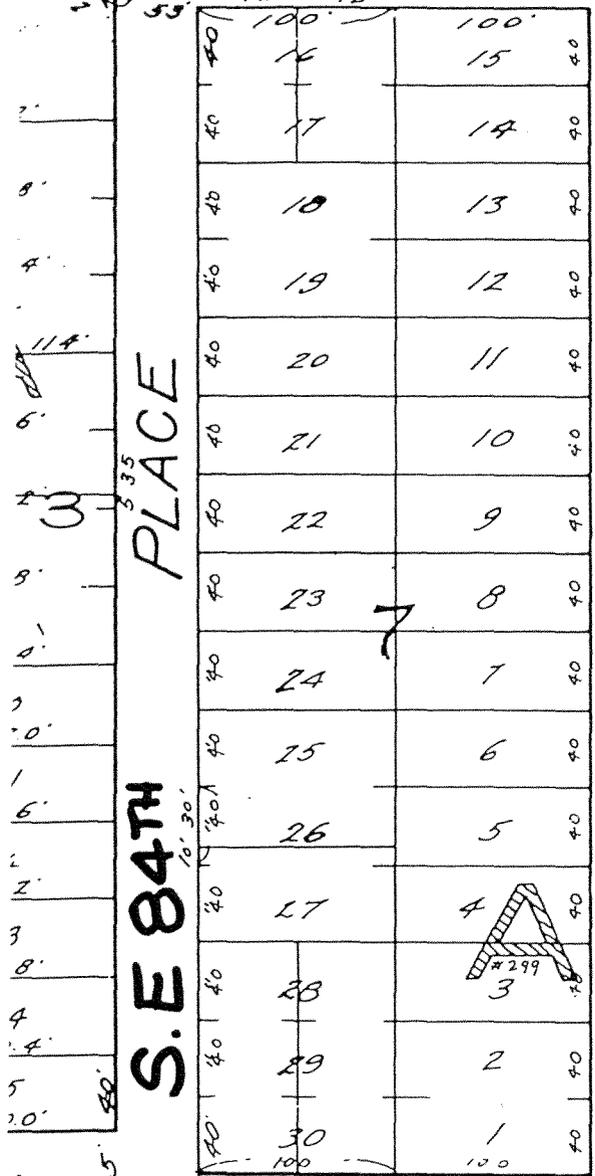


Dennis L. West  
Executive Director

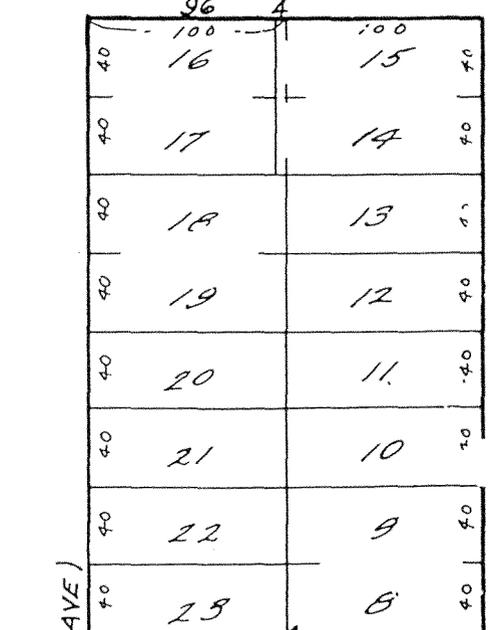
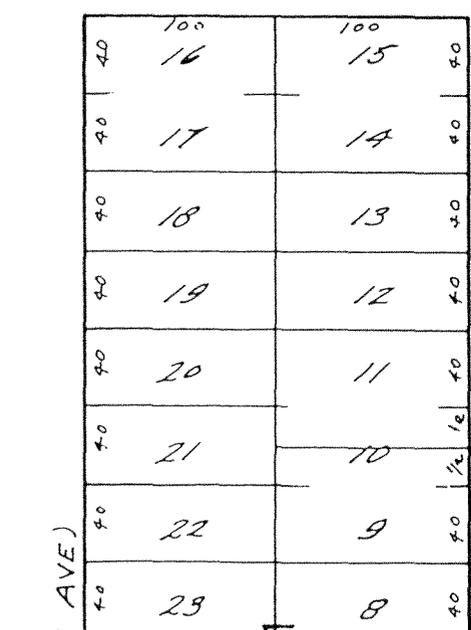
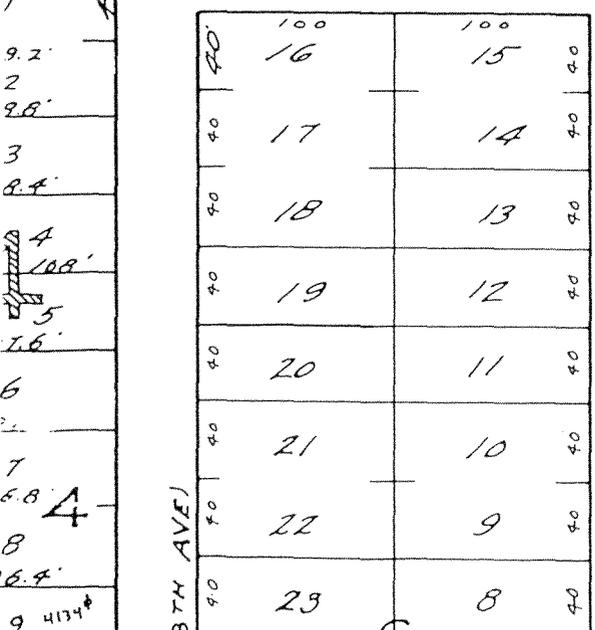
# S. E. WOODSTOCK

MAP  
3639

03680-2560  
ARLETA PARK #2  
LOT 21, BLOCK 9



# S. E. TOLMAN.



STATE I.D. :

ANNEXATION NUMBER:

OOPR 0469

ACCT NUMBER R-03680-2560 01/17/89

\*\*\*\*\* STATUS ----- LEGAL DESCRIPTION -----

IN RDMP 83-84 ADD-ARLETA PK 2 LOT 21 BLOCK 9

NAME ECKERSON, RUFUS M 1989/90-PARTIAL REAPPRAISAL - APPR

YR-AQ- 76 BK/PG-1121/2453 VCHR # ACT-310633 VCHR # DIV- ----- TRUE CASH VALUE BEFORE EXEMPTION -----

MAIL 4623 SE TAYLOR ST CLASS-3 1 STY, UNF ATTIC, BSMT 87/88 04/28/87 0 \$10,000 \$100 \$10,100

PORTLAND, OREGON 97215 USE-DWG SGL BEDROOMS- 88/89 02/03/88 P \$10,000 \$100 \$10,100

PROP 6102 SE 86TH AV CONS- ARCRSIDENCE, ----- ASSESSED VALUE BEFORE EXEMPTION -----

PORTLAND 97266 STORIES- 1.0 LIVING AREA- 1,164 YEAR SR% LAND IMPROVEMENT TOTAL

MAP- 3639 GENSUS TRACT-006.02 NEIGHBORHOOD 103 YR BUILT-1906 87/88 100.0 \$10,000 \$100 \$10,100

LEVY/CODE-001 % IMP GOOD- 88/89 100.0 \$10,000 \$100 \$10,100

----- LAND CHARACTERISTICS ----- EXEMPTIONS -----

RATIO CODE- 141 4 -APPR DISTRICT YEAR TYPE LAND IMPROVEMENT TOTAL

AREA- 40 X 100 ZONING-R5 NO EXM VALUES

----- EXEMPTIONS ASSESSED VALUE -----

YEAR SR% LAND IMPROVEMENT TOTAL

NO ASSESSED EXM VALUES

----- TAXABLE VALUE -----

YEAR SR% LAND IMPROVEMENT TOTAL

87/88 100.0 \$10,000 \$100 \$10,100

88/89 100.0 \$10,000 \$100 \$10,100

ACCT. NUMBER R-03680-2560 01/17/89 \*\*\*\*\* T A X I N F O R M A T I O N \*\*\*\*\* INTEREST TO 02/15/89\*\*\*\*\*

RECEIVABLE ----- LEVIED ----- TRANSACTIONS -----

YEAR TAXES DUE TAXES LEVIED TAXABLE VALUE RATE YEAR CODE DATE RECEIPT BATCH TRAN AMOUNT I/D I/D AMOUNT

83-84 751.87 BAL 751.87 001 30,890 24.3400 76-77 T36 3/13/81 119678 0242 \$488.87 I \$157.44

338.34 INT 751.87 TOTAL 78-79 T14 4/ 8/83 123882 0024 \$687.62

1,090.21 TOTAL 78-79 T15 4/19/83 923882 6658 \$687.62

84-85 728.45 BAL 728.45 001 29,660 24.5600 77-78 T40 4/19/83 900001 6658 \$489.25 I \$159.79

240.39 INT 728.45 TOTAL 78-79 T40 4/19/83 900001 6658 \$510.23 I \$136.43

968.84 TOTAL 83-84 T01 9/22/83 TAXEXT AW64 \$751.87 D

85-86 713.91 BAL 713.91 001 27,800 25.6800 84-85 T01 9/28/84 TAXEXT AW64 \$728.45 D

149.91 INT 713.91 TOTAL 85-86 T01 10/ 3/85 TAXEXT AW64 \$713.91 D

863.82 TOTAL 86-87 T01 10/ 8/86 TAXEXT AW64 \$292.78 D

86-87 292.78 BAL 292.78 001 10,600 27.6200 86-87 T86 10/15/86 101086 0079 \$184.19

26.35 INT 292.78 TOTAL 87-88 T01 10/ 1/87 TAXEXT AW64 \$299.57 D

319.13 TOTAL 88-89 T01 10/ 3/88 TAXEXT AW64 \$313.31 D

\*JUD\* 2,487.01 BAL 2,487.01

754.99 INT

3,242.00 TOTAL

162.10 FCLS COST(5% OF TOT)BEGINNING 09/16/87

50.00 \$50.00 REDEMPTION FEE CHARGED

3,454.10 TOTAL DELINQ. TAX/INT/COST

87-88 299.57 BAL 299.57 001 10,100 29.6600

35.95 INT 299.57 TOTAL

335.52 TOTAL

114.84 3RD1\*\*

111.84 3RD2\*\*

108.84 3RD3\*\*

335.52 YTD

88-89 313.31 BAL 313.31 001 10,100 31.0217

.00 INT .00 TOTAL

.00 TOTAL

285.77

8600.00

REQUEST FOR TRANSFER OF TAX FORECLOSED PROPERTY  
MULTNOMAH COUNTY ORDINANCE 672, SECTION 4(B).

AGENCY REQUESTING TRANSFER: HOUSING AUTHORITY OF PORTLAND

ACCOUNT NUMBER: 03680-2560

LEGAL DESCRIPTION: ARLETA PARK #2

LOT 21, BLOCK 9

PROPERTY LOCATION: FORMER 6102 SE 86TH AVE

TAXES OWED WHEN DEEDED TO COUNTY: \$4,856.91

COSTS INCURRED IN MANAGING PROPERTY AS OCTOBER 11, 1993: \$498.33

TOTAL TAXES & COSTS: \$5,355.24

MARKET VALUE 10/92: \$10,200.00

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
of Deed D940935 for Certain Tax )  
Acquired Property to ) ORDER  
THE HOUSING AUTHORITY OF PORTLAND ) 93-355

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and that under provisions of ORS 456 and Multnomah County Ordinance 672 said property may be transferred without consideration providing it will aid and cooperate in the planning, undertaking, construction and operation of a low income housing project; and

It further appearing that after hearing objections to the transfer of the property as by law required, it is for the best interests of the County to transfer the said property to THE HOUSING AUTHORITY OF PORTLAND.

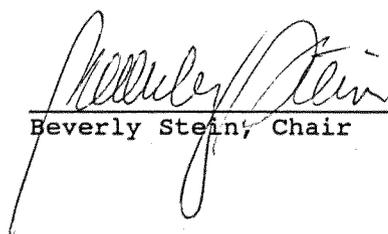
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to THE HOUSING AUTHORITY OF PORTLAND the following described real property, situated in the County of Multnomah, State of Oregon:

ARLETA PARK #2  
LOT 21, BLOCK 9

Dated at Portland, Oregon this 28th day of October , 1993



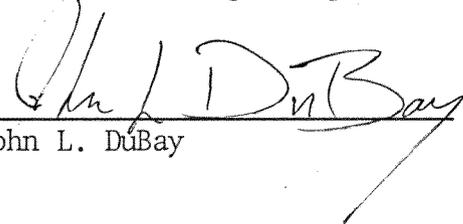
BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
of Multnomah County, Oregon

By

  
John L. DuBay

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to THE HOUSING AUTHORITY OF PORTLAND, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

ARLETA PARK #2  
LOT 21, BLOCK 9

The true and actual consideration paid for this transfer is not valued in monetary terms but is a consequence of Grantor's desire to aid and cooperate in the planning, undertaking, construction and operation of a housing project.

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

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

135 SW ASH ST  
PORTLAND, OR 97204

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of The Multnomah County Board of County Commissioners this 28th day of October, 1993 by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair

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

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

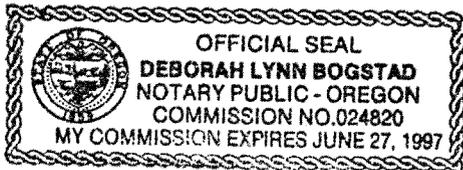
BY *John L. DuBay*  
John L. DuBay

BY *Kathleen A. Tuneberg*  
Kathleen A. Tuneberg

STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

On this 28th day of October, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



*Deborah Lynn Bogstad*  
Notary Public for Oregon  
My Commission expires: 6/27/97

MEETING DATE: October 28, 1993

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request a Public Hearing for transfer of tax foreclosed property to the Housing Authority of Portland under provisions of Multnomah County Ordinance 672.

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: October 28, 1993

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Rich Payne TELEPHONE #: 248-3632  
BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Rich Payne

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

1. Request a hearing and approval for transfer the the Housing Authority of Portland of two properties acquired through tax foreclosure.
2. It is requested that the transfer be made without consideration to make the project economically feasible.
3. This transfer is requested under the provisions of ORS 456 and Multnomah County Ordinance 672.
4. Notice of the hearing of this matter has been published for two successive weeks as required by law.
5. Request hearing to be held on October 28, 1993.

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: Betsy Williams

MULTNOMAH COUNTY BOARD OF COUNTY COMMISSIONERS  
1993 OCT 19 AM 11:04  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

M E M O R A N D U M

TO: Maria Rojo De Steffey  
FROM: John L. DuBay (106/1530)  
Chief Assistant County Counsel  
DATE: October 19, 1993  
SUBJECT: Deeds to HAP

---

The letters from the Housing Authority of Portland request transfer of clean titles. The letters request specified liens be removed.

Nothing in the agenda materials show the liens have been removed.

The orders and deeds are legally sufficient, but they do not appear to pass the title requested by HAP.

BOARD OF  
COUNTY COMMISSIONERS  
1993 OCT 19 PM 2:27  
MULTNOMAH COUNTY  
OREGON

**HOUSING AUTHORITY of PORTLAND**

135 S.W. Ash Street  
Portland, OR 97204-3540  
(503) 228-2178 Fax # (503) 228-4872 TDD # (503) 228-6095

August 30, 1993

Mr. Larry Baxter  
Tax Title Unit  
Multnomah County  
2505 S.E. 11th Avenue  
Portland, Oregon 97202-1006

**REFERENCE: TRANSFER OF TITLE TO 3814-3818 SE 26TH AVENUE  
R-26030-0340; LOT 6 & W 25' OF LOT 11, BLOCK 4 EVANSTON**

Dear Larry:

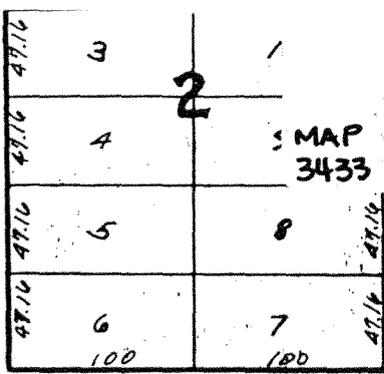
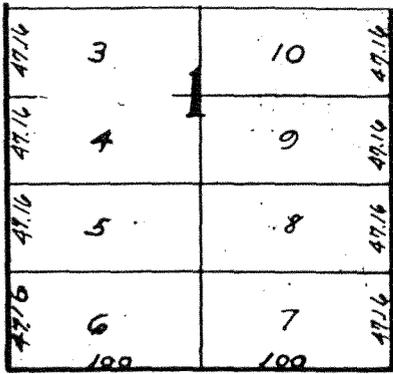
The Housing Authority of Portland is prepared to take title to the property located at 3814-3818 S.E. 26TH Avenue (Lot 6 & W 25' of Lot 11, Block 4 Evanston). The Tax I.D. number is R-26030-0340. This is the official request that this lot be deeded to HAP. The deed should identify the purchaser as the Housing Authority of Portland, a public body, politic and corporate. The title must be conveyed free of all liens and assessments.

Fidelity National Title Company of Oregon has provided you with a copy of their Supplemental Preliminary Commitment for title Insurance, Order No. 524863-001-DMP, dated July 12, 1993. The City of Portland has placed two liens (Accounts 44409 and 49097) for Nuisance Abatement on this property. HAP has requested removal of these liens. There are two mortgages listed as Specific Exceptions 11 and 12 which must be removed. The Conditions and restrictions listed as Specific Exception 10 are no longer useful and must be removed.

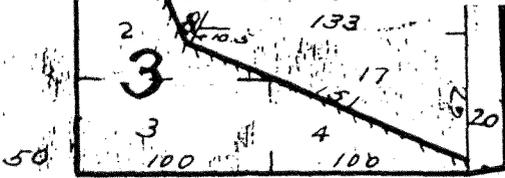
Please provide us with information on any additional steps we need to take to accomplish this transfer. Thank you for your cooperation in HAP's acquisition of this property. Please call Anne Whitaker at 273-4508 if you have any questions.

Sincerely,

Dennis L. West  
Executive Director

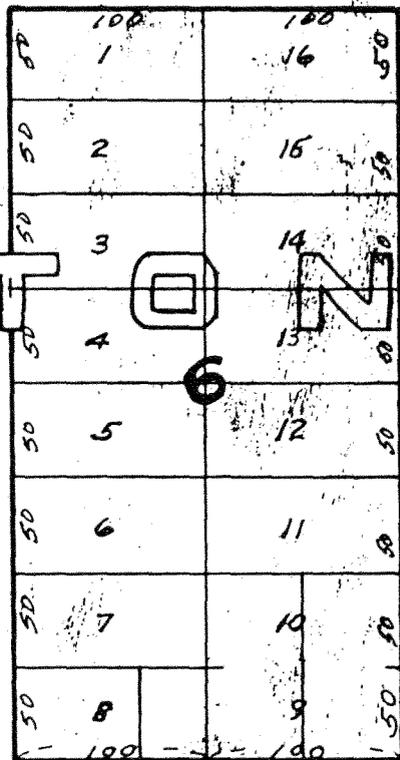
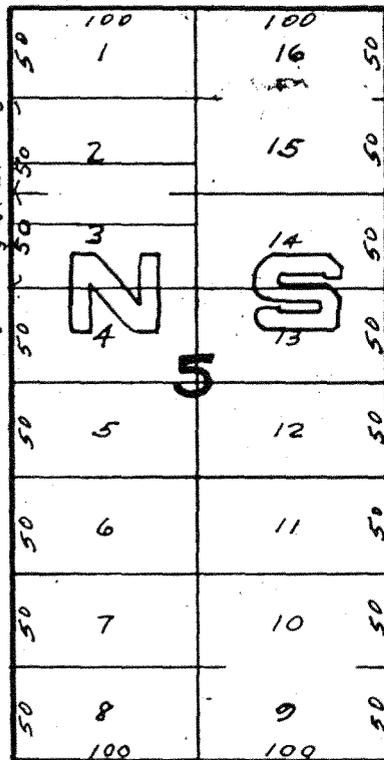
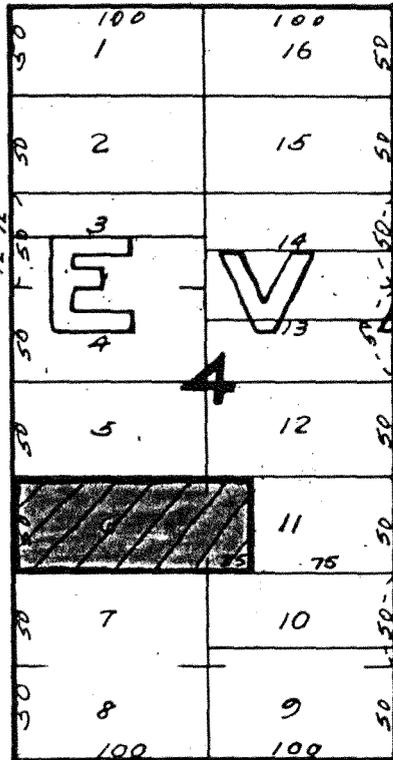


26030-0340  
EVANSTON  
LOT 6 AND W 25' OF  
LOT 11, BLOCK 4

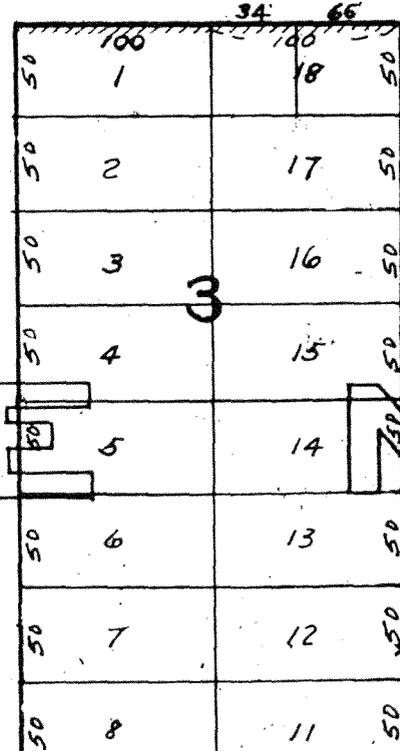
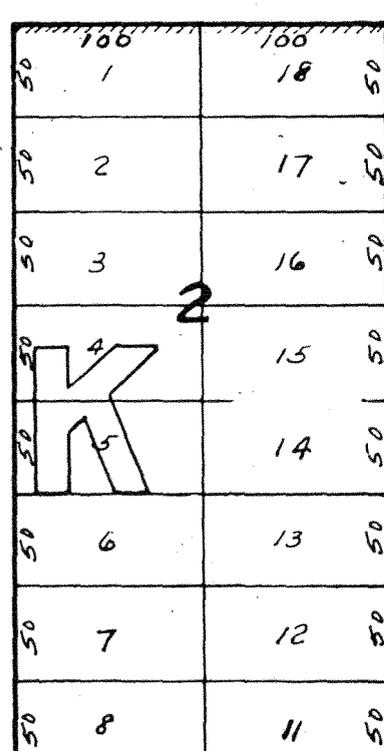
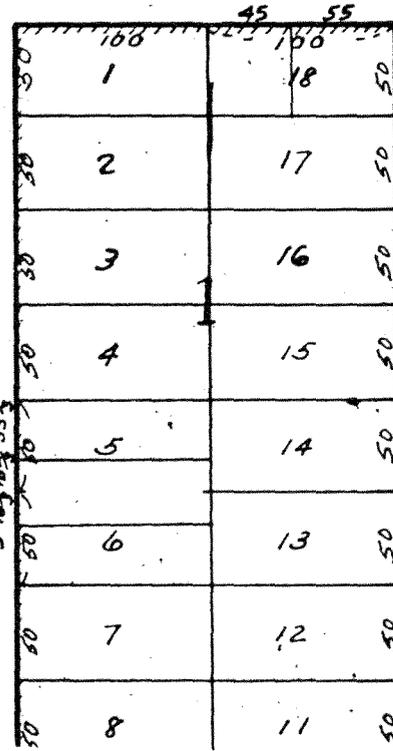


S.E. RHONE.

ST.



S.E. FRANCIS



SE 27TH AVE.

SE 28TH AVE.

S.E. 28TH

AVE.

26TH

D.L.C.

E.L. GIDEON TIBBETTS  
W.L. CLINTON KELLY

33 1/2

33 1/2

33 1/2

773.40

350

1/2

33 1/2

33 1/2

33 1/2

33 1/2

33 1/2

33 1/2

33 1/2

12 38

KENILWORTH AVE.

PLACE  
Resolution 16489

12 38

50

50

50

50

50

50

STATE I.D. :

ANNEXATION NUMBER :

ACCT NUMBER R-26030-0340 11/09/89 ----- STATUS ----- LEGAL DESCRIPTION -----

DEED IN PROC ADD-EVANSTON LOT BLOCK

NAME ROBBINS, BARBARA A 1989/90-REAP AS OF 1-1-87 6 4

YR-AQ- 87 BK/PG-2042/2475 VCHR # ACT- VCHR # DIV- W 25' OF 11 4

MAIL 12 GREENRIDGE CT CLASS-4 1 STY.FIN ATTIC.BSMT SEE -0341 FOR ADD'L TAXES

LAKE OSWEGO, OREGON 97035 USE-VAC LND UNITS- YEAR CHG-DATE,CD LAND IMPROVEMENT TOTAL

PROP 3814-3818 SE 26TH AV CONS- ARCH- 87/88 04/30/87 T \$18,400 \$35,600 \$54,000

PORTLAND 97202 STORIES- 1.0 LIVING AREA- 88/89 09/14/88 B \$17,200 \$11,500 \$28,700

MAP- 3433 CENSUS TRACT-009.02 NEIGHBORHOOD 113 YR BUILT- 89/90 05/05/89 D \$17,200 \$17,200

LEVY/CODE-001 % IMP GOOD- ----- ASSESSED VALUE BEFORE EXEMPTION -----

----- LAND CHARACTERISTICS ----- YEAR SR% LAND IMPROVEMENT TOTAL

RATIO CODE- 170 3 -APPR DISTRICT 87/88 100.0 \$18,400 \$35,600 \$54,000

AREA- 6,250 SF ZONING-R25 88/89 100.0 \$17,200 \$11,500 \$28,700

89/90 \$17,200 \$17,200

----- EXEMPTIONS -----

YEAR TYPE LAND IMPROVEMENT TOTAL

NO EXM VALUES

----- EXEMPTIONS ASSESSED VALUE -----

YEAR SR% LAND IMPROVEMENT TOTAL

NO ASSESSED EXM VALUES

----- TAXABLE VALUE -----

YEAR SR% LAND IMPROVEMENT TOTAL

87/88 100.0 \$18,400 \$35,600 \$54,000

88/89 100.0 \$17,200 \$11,500 \$28,700

89/90 \$17,200 \$17,200

ACCT. NUMBER R-26030-0340 11/09/89 \*\*\*\*\* T A X I N F O R M A T I O N \*\*\*\*\* INTEREST TO 11/15/89\*\*\*\*\*

RECEIVABLE ----- LEVIED ----- TRANSACTIONS -----

YEAR TAXES DUE TAXES LEVIED TAXABLE VALUE RATE YEAR CODE DATE RECEIPT BATCH TRAN AMOUNT I/D I/D AMOUNT

84-85 .00 BAL .00 TOTAL 83-84 T01 9/22/83 TAXEXT AW64 \$1,327.27 D

.00 INT 83-84 T86 3/22/84 112134 0248 \$284.34

.00 TOTAL 84-85 T01 9/28/84 TAXEXT AW64 \$1,414.66 D

85-86 .00 BAL .00 TOTAL 85-86 T01 10/ 3/85 TAXEXT AW64 \$1,386.72 D

.00 INT 83-84 T36 9/ 8/86 100231 0051 \$426.31 I \$108.17

.00 TOTAL 86-87 T01 10/ 8/86 TAXEXT AW64 \$1,491.48 D

86-87 .00 BAL .00 TOTAL 83-84 T36 1/16/87 104923 0140 \$450.00 I \$121.86

.00 INT 83-84 T36 2/15/87 105409 0153 \$450.00 I \$117.04

.00 TOTAL 83-84 T36 3/16/87 105616 0163 \$450.00 I \$116.67

87-88 1,601.64 BAL 1,601.64 001 54,000 29.6600 87-88 T01 10/ 1/87 TAXEXT AW64 \$1,601.64 D

\*DEL\* 357.70 INT 1,601.64 TOTAL 54,000 88-89 T01 8/ 4/88 SAEX SAEX \$193.48

1,959.34 TOTAL 88-89 T01 10/ 1/88 SAEX SAEX \$.26

88-89 1,084.06 BAL 193.48 520 PORTLAND DELINQ SE 88-89 T01 10/ 3/88 TAXEXT AW64 \$890.32 D

\*DEL\* 112.02 INT .26 596 PUD ELECTION COST 83-84 T68 10/ 4/89 900017 5105 \$14.70

1,196.08 TOTAL 890.32 001 28,700 31.0217 84-85 T68 10/ 4/89 900017 5105 \$1,414.66

89-90 571.55 BAL 571.55 001 17,200 33.2298 85-86 T68 10/ 4/89 900017 5105 \$1,386.72

554.40 FULL(3%) 571.55 TOTAL 17,200 86-87 T68 10/ 4/89 900017 5105 \$1,491.48

373.42 2/3 (2%) 89-90 T01 10/ 4/89 TAXEXT AW64 \$571.55 D

190.52 1/3 (NET)

3,709.82 TOTAL AMOUNT NEEDED TO PAY IN FULL ON 11/09/89

REQUEST FOR TRANSFER OF TAX FORECLOSED PROPERTY  
MULTNOMAH COUNTY ORDINANCE 672, SECTION 4(B).

AGENCY REQUESTING TRANSFER: HOUSING AUTHORITY OF PORTLAND

ACCOUNT NUMBER: 26030-0340

LEGAL DESCRIPTION: EVANSTON

LOT 6, BLOCK 4; W 25' OF LOT 11, BLOCK 4

PROPERTY LOCATION: FORMER 3814-3816 SE 26TH AVE

TAXES OWED WHEN DEEDED TO COUNTY: \$9,995.13

COSTS INCURRED IN MANAGING PROPERTY AS OCTOBER 11, 1993: \$106.10

TOTAL TAXES & COSTS: \$10,101.23                      MARKET VALUE 10/92: \$21,500.00

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
of Deed D940936 for Certain Tax )  
Acquired Property to ) ORDER  
THE HOUSING AUTHORITY OF PORTLAND ) 93-356

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and that under provisions of ORS 456 and Multnomah County Ordinance 672 said property may be transferred without consideration providing it will aid and cooperate in the planning, undertaking, construction and operation of a low income housing project; and

It further appearing that after hearing objections to the transfer of the property as by law required, it is for the best interests of the County to transfer the said property to THE HOUSING AUTHORITY OF PORTLAND.

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

EVANSTON  
LOT 6, BLOCK 4; W 25' OF LOT 11, BLOCK 4

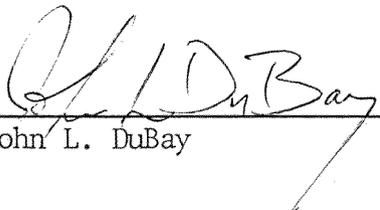
Dated at Portland, Oregon this 28th day of October , 1993



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

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

By   
John L. DuBay

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to THE HOUSING AUTHORITY OF PORTLAND, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

EVANSTON  
LOT 6, BLOCK 4; W 25' OF LOT 11, BLOCK 4

The true and actual consideration paid for this transfer is not valued in monetary terms but is a consequence of Grantor's desire to aid and cooperate in the planning, undertaking, construction and operation of a housing project.

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

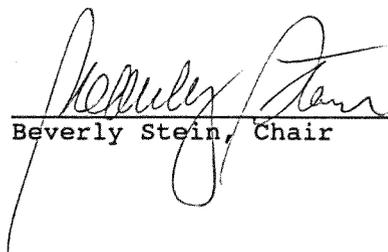
Until a change is requested, all tax statements shall be sent to the following address:

135 SW ASH ST  
PORTLAND, OR 97204

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of The Multnomah County Board of County Commissioners this 28th day of October, 1993 by authority of an Order of said Board of County Commissioners heretofore entered of record.



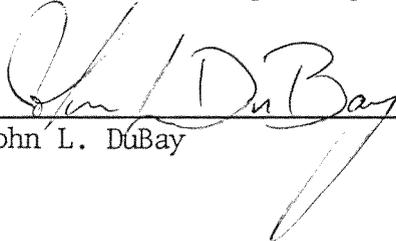
BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

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

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

By

  
John L. DuBay

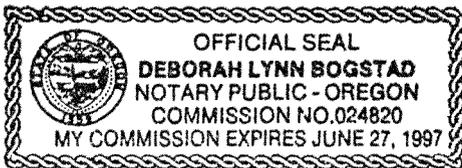
By

  
Kathleen A. Tuneberg

STATE OF OREGON            )  
                                  ) SS  
COUNTY OF MULTNOMAH    )

On this 19th day of October, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



*Deborah Lynn Bogstad*  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: 6/27/97

MEETING DATE: OCT 28 1993

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Ratification of intergovernmental agreement with Oregon Health Sciences University

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

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

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

Amount of Time Needed: 5 minutes or less

**DEPARTMENT:** Health **DIVISION:** \_\_\_\_\_

**CONTACT:** Fronk **TELEPHONE #:** x4274

**BLDG/ROOM #:** 160/7

**PERSON(S) MAKING PRESENTATION:** Fronk

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Ratification of intergovernmental agreement in which the Oregon Health Sciences University/VAH Joint Flow Cytometry lab will provide laboratory services for T-Cell Subset testing for Multnomah County Health Department.

*10/29/93 Originals to Herman Brane*

**SIGNATURES REQUIRED:**

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

OR

**DEPARTMENT MANAGER:** Billi Odegaard

1993 OCT 19 AM 10:57  
MULTNOMAH COUNTY  
OREGON  
CLERK OF COUNTY COMMISSIONERS

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON



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

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

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

TO: Board of County Commissioners  
FROM: Billi Odegaard *Billi Odegaard*  
REQUESTED PLACEMENT DATE: October 28, 1993  
DATE: October 18, 1993  
SUBJECT: Intergovernmental Agreement - OHSU Lab

- I. Recommendation/Action Requested: The Board is requested to approve an intergovernmental agreement with the Oregon Health Sciences University, for the provision of T-cell testing for Health Department clients.
- II. Background/Analysis: The Health Department laboratory routinely performs T-cell tests, However, the lab cannot perform tests for CD4, T-cell quant, HIV p24 antigen, and beta 2 microglobulin HIV disease markers, which allow the proper diagnosis and treatment of HIV disease. OHSU has the equipment and resources to perform these tests.
- III. Financial Impact: These tests, largely paid for with federal grant dollars, have in the past been performed under contract with the Red Cross. The Health Department has found that OHSU will perform these tests at significantly reduced prices. The Red Cross contract will not be renewed if this contract is approved, and if future Red Cross pricing is not competitive with OHSU.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: These tests are necessary for the appropriate provision of care to persons at risk or diagnosed with HIV.
- VII. Citizen Participation: None.
- VIII. Other Government Participation: OHSU wishes to enter into this agreement, as it will allow them to recover a share of their fixed lab costs.

LABORATORY SERVICES CONTRACT

THIS CONTRACT is made and entered into as of the \_\_\_\_\_ of \_\_\_\_\_, 1993, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and Oregon Health Sciences University acting by and through the Oregon State Board of Higher Education on behalf of the State of Oregon (hereinafter referred to as "UNIVERSITY"),

WITNESSETH:

WHEREAS, COUNTY's Health Department requires services which UNIVERSITY is capable of providing, under terms and conditions hereinafter described, and

WHEREAS, UNIVERSITY is able and prepared to provide such services as COUNTY does hereinafter require, under those terms and conditions set forth; now, therefore,

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 Contract shall be from November 1, 1993, to and including October 31, 1994, unless sooner terminated under the provisions in Paragraph 14.

2. Services.

UNIVERSITY's services under this Contract shall consist of the following:

A. Test blood specimens for HIV disease markers (CD4%, CD4/CD8 ratio, HIV p<sub>24</sub> antigen, and B<sub>2</sub> microglobulin) using CDC recommended guidelines and appropriate quality control and quality assurance procedures.

B. Provide rapid AFB isolation identification and susceptibility testing by Bac-tek method or other standard recognized procedures that ensures appropriate quality assurance and control.

C. Provide antibiotic susceptibility testing for fungi using appropriate (NCCLS if applicable) procedure that ensures appropriate quality assurance and control.

D. Pick-up and delivery service a minimum of once a day (Monday through Friday) from Multnomah County Lab, 426 SW Stark, 9th floor, Portland, Oregon 97204 (Gladys McCoy Building).

E. Maintain a local access telephone number.

F. Testing of "T" cells within 24 hours of being drawn and routinely within 6 hours of being picked up.

1) UNIVERSITY will submit duplicate itemized monthly invoices on standard forms that include:

- a. Patient name
- b. Source (center location)
- c. Type of test performed
- d. Price of each test.

2) Payment due within 30 days of billing.

3) 1% late fee assessed for balances aged in excess of 30 days.

B. In no event shall the compensation of UNIVERSITY exceed a total of \$100,000. COUNTY agrees to pay UNIVERSITY for those laboratory services provided hereunder, which payment shall be based upon the following applicable terms:

1) A schedule of prices, as follows:

TEST	FEES
Beta-2 Microglobulin	\$23.10
* CD4 only, no ratio	46.00
HIV p24 Antigen	45.20
* T-cell Quant with CD4/CD8 ratio	53.20

\* Requests for these tests should be accompanied by CBC results if absolute numbers required.

C. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Contract. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Contract funding accordingly. COUNTY will notify UNIVERSITY 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.

D. All final billings affecting Contract payments must be received within thirty (30) days after the end of this Contract period. Contract payments not triggered or billed within this specified time period will be the sole responsibility of UNIVERSITY.

4. CONTRACTOR is Independent Contractor.

A. UNIVERSITY shall be an independent contractor for all purposes and shall be entitled to no compensation other than all the compensation provided for under paragraph 3 of this Contract.

B. Notwithstanding any other agreements UNIVERSITY agrees to defend, hold harmless and indemnify COUNTY against any legal liability in respect to bodily injury, death, and property damage arising from the negligence of the UNIVERSITY in the performance of its responsibilities specified by this contract.

5. Workers' Compensation Insurance

A. UNIVERSITY shall maintain Workers' Compensation insurance coverage for all nonexempt workers and employees either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. If applicable, a certificate showing current Workers' Compensation insurance, or copy thereof, is attached to this Contract and is incorporated herein as part of this Contract.

B. In the event that UNIVERSITY's Workers' Compensation insurance coverage is due to expire during the term of this Contract, UNIVERSITY agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage under such renewal contracts.

6. Contractor Identification.

UNIVERSITY shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service, or UNIVERSITY's Social Security number, as COUNTY deems applicable.

7. Subcontracts and Assignment.

UNIVERSITY shall neither subcontract with others for any of the work prescribed herein, nor assign any of UNIVERSITY's rights acquired hereunder without obtaining prior written approval from COUNTY; COUNTY by this Contract incurs no liability to third persons for payment of any compensation provided herein to UNIVERSITY.

8. Access to Records.

COUNTY shall have access to such books, documents, papers and records of UNIVERSITY as are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcripts.

9. Work is Property of County.

All work performed by UNIVERSITY under this Contract shall be the property of COUNTY.

10. Adherence to Law.

A. UNIVERSITY 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. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, UNIVERSITY agrees to comply with all provisions of Executive Order No. 11246 as amended by Executive Order No. 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4, and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. UNIVERSITY 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.

Any modification of the provisions of this Contract shall be reduced to writing and signed by the parties.

12. Integration.

This Contract contains the entire agreement between the parties and supersedes all prior written or oral discussions or Contracts.

13. Nonviolation of Tax Laws.

UNIVERSITY hereby certifies under penalty of perjury that to the best of UNIVERSITY's knowledge, UNIVERSITY is not in violation of any Oregon tax laws described in ORS 305.380(4).

14. Early Termination.

A. This Contract may be terminated prior to the expiration of the agreed-upon term:

1. Immediately upon mutual written consent of the parties, or at such time as the parties agree; or

2. By either party upon 30 days' written notice to the other, delivered by certified mail or in person.

B. Payment of UNIVERSITY shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by UNIVERSITY against COUNTY under this Contract.

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

15. Certification Regarding Lobbying.

A. No federal appropriated funds can be or will be paid, by or on behalf of the UNIVERSITY, 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 UNIVERSITY 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 Contract to be executed by their duly appointed officers the date first written above.

OREGON HEALTH SCIENCES UNIVERSITY

MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_

By \_\_\_\_\_  
H.C. Miggins,  
Acting Multnomah County Chair

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
(Federal I.D. #)

HEALTH DEPARTMENT

By Billi Odegaard  
Billi Odegaard, Director

Date 10/8/93

By [Signature]  
Program Manager

Date 9/28/93

REVIEWED:

LAURENCE B. KRESSEL, County Counsel  
for Multnomah County, Oregon

By: [Signature]

Date 10-17-97



CONTRACT APPROVAL FORM  
(See Administrative Procedure #2106)

Contract # 200744  
Amendment # \_\_\_\_\_

MULTNOMAH COUNTY OREGON

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-3</u> DATE <u>10/28/93</u>  <u>DEB BOGSTAD</u>          BOARD CLERK</p>
--	--	--

Department HEALTH Division \_\_\_\_\_ Date \_\_\_\_\_

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Provision of laboratory services necessary to test blood specimens for "T" Lymphocyte typing.

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

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

Contractor Name Oregon Health Sciences University  
 Mailing Address 3181 S.W. Sam Jackson Road, L471  
Portland, Oregon 97201-3098

Phone (503) 494-2300

Employer ID# or SS# \_\_\_\_\_  
 Effective Date November 1, 1993  
 Termination Date September 30, 1994  
 Original Contract Amount \$ Requirements  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ \_\_\_\_\_

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

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	
Purchase Order No. _____	
<input type="checkbox"/> Requirements Not to Exceed \$ _____	

**REQUIRED SIGNATURES:**

Department Manager Belli Odgaard

Purchasing Director  
 (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

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

Encumber: Yes  No

Date 10/8/93

Date \_\_\_\_\_

Date 10-17-93

Date October 28, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0870			0368			HIV Tests	Requirements	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

LABORATORY SERVICES CONTRACT

THIS CONTRACT is made and entered into as of the \_\_\_\_\_ of \_\_\_\_\_, 1993, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and Oregon Health Sciences University acting by and through the Oregon State Board of Higher Education on behalf of the State of Oregon (hereinafter referred to as "UNIVERSITY"),

WITNESSETH:

WHEREAS, COUNTY's Health Department requires services which UNIVERSITY is capable of providing, under terms and conditions hereinafter described, and

WHEREAS, UNIVERSITY is able and prepared to provide such services as COUNTY does hereinafter require, under those terms and conditions set forth; now, therefore,

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 Contract shall be from November 1, 1993, to and including October 31, 1994, unless sooner terminated under the provisions in Paragraph 14.

2. Services.

UNIVERSITY's services under this Contract shall consist of the following:

A. Test blood specimens for HIV disease markers (CD4%, CD4/CD8 ratio, HIV p24 antigen, and B<sub>2</sub> microglobulin) using CDC recommended guidelines and appropriate quality control and quality assurance procedures.

B. Provide rapid AFB isolation identification and susceptibility testing by Bac-tek method or other standard recognized procedures that ensures appropriate quality assurance and control.

C. Provide antibiotic susceptibility testing for fungi using appropriate (NCCLS if applicable) procedure that ensures appropriate quality assurance and control.

D. Pick-up and delivery service a minimum of once a day (Monday through Friday) from Multnomah County Lab, 426 SW Stark, 9th floor, Portland, Oregon 97204 (Gladys McCoy Building).

E. Maintain a local access telephone number.

F. Testing of "T" cells within 24 hours of being drawn and routinely within 6 hours of being picked up.

G. Submit completed laboratory test result forms in duplicate.

3. Compensation.

A. COUNTY agrees to pay UNIVERSITY for the performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

1) UNIVERSITY will submit duplicate itemized monthly invoices on standard forms that include:

- a. Patient name
- b. Source (center location)
- c. Type of test performed
- d. Price of each test.

2) Payment due within 30 days of billing.

3) 1% late fee assessed for balances aged in excess of 30 days.

B. In no event shall the compensation of UNIVERSITY exceed a total of \$100,000. COUNTY agrees to pay UNIVERSITY for those laboratory services provided hereunder, which payment shall be based upon the following applicable terms:

1) A schedule of prices, as follows:

	TEST	FEES
081-6051	* CD4 only, no ratio	\$44.00
081-6050	* T-cell Quant with CD4/CD8 ratio	50.75
081-2193	HIV p24 Antigen	44.20
081-0205	Beta-2 Microglobulin	22.10
074-0317	AFB Culture (Bac-tek)	27.65
074-3092	AFB Identification	13.30
074-0349	AFB Susceptibility	16.93
074-0346	Antibiotic Susceptibility for Mic/Fungi	36.64

\* Requests for these tests should be accompanied by CBC results if absolute numbers required.

C. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Contract. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Contract funding accordingly. COUNTY will notify UNIVERSITY 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.

D. All final billings affecting Contract payments must be received within thirty (30) days after the end of this Contract period. Contract payments not triggered or billed within this specified time period will be the sole responsibility of UNIVERSITY.

4. CONTRACTOR is Independent Contractor.

A. UNIVERSITY shall be an independent contractor for all purposes and shall be entitled to no compensation other than all the compensation provided for under paragraph 3 of this Contract.

B. Notwithstanding any other agreements UNIVERSITY agrees to defend, hold harmless and indemnify COUNTY against any legal liability in respect to bodily injury, death, and property damage arising from the negligence of the UNIVERSITY in the performance of its responsibilities specified by this contract.

5. Workers' Compensation Insurance

A. UNIVERSITY shall maintain Workers' Compensation insurance coverage for all nonexempt workers and employees either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. If applicable, a certificate showing current Workers' Compensation insurance, or copy thereof, is attached to this Contract and is incorporated herein as part of this Contract.

B. In the event that UNIVERSITY's Workers' Compensation insurance coverage is due to expire during the term of this Contract, UNIVERSITY agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage under such renewal contracts.

6. Contractor Identification.

UNIVERSITY shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service, or UNIVERSITY's Social Security number, as COUNTY deems applicable.

7. Subcontracts and Assignment.

UNIVERSITY shall neither subcontract with others for any of the work prescribed herein, nor assign any of UNIVERSITY's rights acquired hereunder without obtaining prior written approval from COUNTY; COUNTY by this Contract incurs no liability to third persons for payment of any compensation provided herein to UNIVERSITY.

8. Access to Records.

COUNTY shall have access to such books, documents, papers and records of UNIVERSITY as are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcripts.

9. Work is Property of County.

All work performed by UNIVERSITY under this Contract shall be the property of COUNTY.

10. Adherence to Law.

A. UNIVERSITY 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. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, UNIVERSITY agrees to comply with all provisions of Executive Order No. 11246 as amended by Executive Order No. 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4, and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. UNIVERSITY 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.

Any modification of the provisions of this Contract shall be reduced to writing and signed by the parties.

12. Integration.

This Contract contains the entire agreement between the parties and supersedes all prior written or oral discussions or Contracts.

13. Nonviolation of Tax Laws.

UNIVERSITY hereby certifies under penalty of perjury that to the best of UNIVERSITY's knowledge, UNIVERSITY is not in violation of any Oregon tax laws described in ORS 305.380(4).

14. Early Termination.

A. This Contract may be terminated prior to the expiration of the agreed-upon term:

1. Immediately upon mutual written consent of the parties, or at such time as the parties agree; or

2. By either party upon 30 days' written notice to the other, delivered by certified mail or in person.

B. Payment of UNIVERSITY shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by UNIVERSITY against COUNTY under this Contract.

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

15. Certification Regarding Lobbying.

A. No federal appropriated funds can be or will be paid, by or on behalf of the UNIVERSITY, 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 UNIVERSITY 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 Contract to be executed by their duly appointed officers the date first written above.

OREGON HEALTH SCIENCES UNIVERSITY

MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_

By Beverly Stein  
Beverly Stein, Chair of the Board

Date \_\_\_\_\_

Date October 28, 1993

\_\_\_\_\_  
(Federal I.D. #)

HEALTH DEPARTMENT

By Billi Odgaard  
Billi Odgaard, Director

Date 10/8/93

By [Signature]  
Program Manager

Date 9/28/93

REVIEWED:  
LAURENCE B. KRESSEL, County Counsel  
for Multnomah County, Oregon

By: [Signature]  
H. H. Lazenby, Jr.

Date 10-17-93

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-3 DATE 10/28/93  
DEB BOGSTAD  
BOARD CLERK

BUDGET MODIFICATION NO.

MCHD # 3

(For Clerk's Use) Meeting Date OCT 28 1993

Agenda No. R-4

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

October 28

(Date)

DEPARTMENT Health

DIVISION

CONTACT Suzanne Kahn

TELEPHONE 248-3056

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

SUGGESTED

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

**Adds increases in grant funds to three existing grants ; reduces a grant; and reduces water testing revenue.**

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

Personnel changes are shown in detail on the attached sheet

This budget modification increases the budget for three grant funded programs. The HIV Risk Intervention program is funded by a grant from the Center for Disease Control. The HIV Women's project is a grant from The National Institute on Drug Abuse. The Homeless Health Care Grant is from the Public Health Service. The Homeless grant increase includes additional funds for the Russell Street Dental Clinic. The Office of Juvenile Justice grant is reduced. Water testing revenue from the City of Portland is reduced because the City has started an in-house lab.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increases the Federal State Fund by: \$311,494

Increases General Fund contingency by: \$7,352

1993 OCT 18 AM 10:00  
CLERK OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

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

Date

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

Originated By

Tomholt

Date

10-15-93

Department Director

Billie Odgaard

Date

10/15/93

Plan/Budget Analyst

Kathleen

Date

10/15/93

Employee Services

Susan Daniel

Date

10/15/93

Board Approval

DOROTHY C. BOGUSTAD 10/28/93



PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

MCHD 3

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

2.380952381		1.20481928		1.19148936		ANNUALIZED			
FTE Increase (Decrease)		POSITION TITLE	BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)			
				Fringe	Ins.				
1	0350	Health Information Spec	\$24,898	\$6,707	\$5,012	\$36,617			
1	0350	Co-Principal investigator	\$62,273	\$16,777	\$6,581	\$85,630			
1	0350	Data Tech	\$25,306	\$6,817	\$5,093	\$37,216			
1	0350	Data Analyst	\$32,822	\$8,843	\$5,409	\$47,074			
-1	0350	Health Service Administrator	(\$47,555)	(\$12,810)	(\$5,995)	(\$66,360)			
-1	0350	Office Assistant 2	(\$19,369)	(\$5,217)	(\$4,812)	(\$29,398)			
		sub-total Risk Behavior	\$78,375	\$21,117	\$11,288	\$110,779			
1	0340	Program Development Spec	\$30,318	\$8,168	\$5,270	\$43,756			
2.8	3040	Health Information Spec	\$70,186	\$18,908	\$14,126	\$103,221			
0.5	0340	Co-Principal investigator	\$31,386	\$8,457	\$2,169	\$42,012			
-1	0340	Health Information Spec/Sr	(\$27,544)	(\$7,421)	(\$5,307)	(\$40,272)			
-1	0340	Health Service Administrator	(\$47,555)	(\$12,810)	(\$5,995)	(\$66,360)			
-0.5	0340	Physician	(\$31,386)	(\$8,457)	(\$2,169)	(\$42,012)			
		sub total HIV Women	\$25,405	\$6,845	\$8,094	\$40,345			
0.2	0740	Social Worker	\$7,029	\$1,893	\$795	\$9,717			
0.80	0740	Nurse Practitioner	\$31,227	\$8,413	\$4,451	\$44,090			
0.3	0740	Community Health Nurse	\$9,452	\$2,546	\$1,580	\$13,577			
		Sub total Homeless	\$47,707	\$12,851	\$6,825	\$67,384			
-1	0870	Laboratory Technician	(\$27,047)	(\$7,290)	(\$6,980)	(\$41,316)			
-0.5	0753	Community Health Nurse	(\$16,030)	(\$4,176)	(\$2,604)	(\$22,810)			
						0			
						0			
3.60792		TOTAL CHANGE (ANNUALIZED)	\$259,898	\$70,160	\$42,832	\$372,889			

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

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
0.42	0350	\$10,457	\$2,817	\$2,105	\$15,379
0.42	0350	\$26,154	\$7,046	\$2,764	\$35,964
0.83	0350	\$20,914	\$5,634	\$4,209	\$30,757
0.83	0350	\$27,126	\$7,308	\$4,470	\$38,904
-0.2	0350	(\$9,511)	(\$2,562)	(\$1,199)	(\$13,272)
-0.42	0350	(\$8,135)	(\$2,191)	(\$2,021)	(\$12,347)
	sub-total Risk Behavior	\$67,005	\$18,052	\$10,328	\$95,385
1	0340	\$30,318	\$8,168	\$5,270	\$43,756
2.35	3040	\$58,980	\$15,889	\$11,871	\$86,740
0.5	0340	\$31,386	\$8,457	\$2,169	\$42,012
-1	0340	(\$27,544)	(\$7,421)	(\$5,307)	(\$40,272)
-0.2	0340	(\$9,511)	(\$2,562)	(\$1,199)	(\$13,272)
-0.5	0340	(\$31,386)	(\$8,457)	(\$2,169)	(\$42,012)
	sub total HIV Women	\$52,243	\$14,074	\$10,635	\$76,952
0.2	0740	\$7,029	\$1,893	\$795	\$9,717
0.6	0740	\$23,426	\$6,311	\$3,339	\$33,076
0.2	0740	\$6,301	\$1,697	\$1,053	\$9,051
	Sub total Homeless	\$36,756	\$9,901	\$5,187	\$51,844
-0.667	0870	(\$18,031)	(\$4,860)	(\$4,653)	(\$27,544)
-0.5	0753	(\$16,030)	(\$4,176)	(\$2,604)	(\$22,810)
	Total				
TOTAL CURRENT FISCAL YEAR CHANGES		\$121,943	\$32,991	\$18,893	\$173,827



# MULTNOMAH COUNTY OREGON



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

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

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

TO: Board of County Commissioners  
FROM: Billi Odegaard *Billi Odegaard*  
REQUESTED PLACEMENT DATE: *10-28-93*  
DATE: October 18, 1993  
SUBJECT: Budget Modification MCHD 3

- I. Recommendation/Action Requested:  
The Board is requested to approve MCHD 3 adding funding from the Center for Disease Control, National Institute on Drug Abuse and the Public Health Service as well as deleting funding from the City of Portland and the Office of Juvenile Justice Delinquency Prevention.
- II. Background/Analysis:  
The current HIV outreach programs to populations at risk of HIV infection are funded by CDC and NIDA. These funders have awarded the Health Department increased grant monies for HIV programs. The PHS Region X has awarded enhancements to the existing Homeless grant for medical and dental care. Meanwhile, the City of Portland has cancelled its contract for water quality testing. The City has constructed its own laboratory and plans to do testing itself. OJJDP has not provided anticipated funding requiring an adjustment in Field Services budget.
- III. Financial Impact:  
This budget modification increases the Federal/State Fund by \$311,494 and the General Fund contingency by \$7,352.
- IV. Legal Issues:  
There are no legal issues. This action would allow enhanced grant funded services while the decreased funds in other areas result in minimal impact.
- V. Controversial Issues:  
None.
- VI. Link to Current County Policies:  
Enhanced services in existing public health programs for HIV prevention and homeless care are consistent with current County policies.
- VII. Citizen Participation:  
For the most part, the funders directed the research/service to be provided. However, Considerable consultation occurred with other providers of care to the homeless.
- VIII. Other Government Participation:  
Various agencies of the Federal government are the sources of additional grant funds. The City of Portland has terminated the contract with the Health Department laboratory. Likewise, the OJJDP has declined funding of a part of a community health nurse.

MEETING DATE: **OCT 28 1993**

AGENDA NO: R-5

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

SUBJECT: City of Gresham/Housing Authority of Portland

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

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

REGULAR BRIEFING Date Requested: September 30, 1993

Amount of Time Needed: 5 Minutes

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rev Espana TELEPHONE: 248-5464

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Ardys Craghead/Rev Espana

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL   

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

The City of Gresham and Housing Authority of Portland have entered into this revenue/expenditure agreement which will enable Community and Shelter Assistance Corp to provide affordable rental housing for agricultural workers under the Federal Farmer's Home Administration Program. The City of Gresham and Multnomah County are contributing \$12,500 each for application costs associated with the program; the Housing Authority of Portland will sponsor the application.

*10/29/93 Original to Cecile Pitts*

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: Raymond Espana

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 OCT 18 PM 3:42



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-5000  
2115 S.E. MORRISON  
PORTLAND, OREGON 97214  
FAX: (503) 248-3048

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

TO: Beverly Stein, Multnomah County Chair

VIA: Rey Espana, Acting Director  
Housing and Community Services Division

FROM: Cecile Pitts, Manager  
Community Development Program

DATE: October 20, 1993

SUBJECT: Intergovernmental Agreement for the Development of Farm  
Workers Housing

---

Recommendation/Action Requested:

The Housing and Community Services Division, Community Development Program recommends the County Chair approval of the attached Intergovernmental Agreement between the County, City of Gresham and the Housing Authority of Portland for the development of farm workers housing.

Background/Analysis:

The County is requested to approve the attached agreement. The purpose of the agreement is to fund the preapplication work required to solicit housing development funds from the federal Farmer's Home Administration Program for affordable rental housing for farm workers in east Multnomah County/ Gresham.

A summary of key obligations for the agreement parties is as follows:

1. City of Gresham:  
Contribute \$12,500 to fund preapplication work.
2. Housing Authority of Portland:  
Sponsor the preapplication and application to the Farmers Home Administration.
3. Multnomah County:  
Contribute \$12,500 to fund preapplication work.  
Contract with CASA of Oregon (non profit housing sponsor) to do the preapplication work using County and Gresham funding.  
Monitor the contract.

Provide staff to do site acquisition activities.

Financial Impact:

The County contribution is budgeted in the FY 1993/94 budget. The County coordinating role is funded through the Community Development Block Grant.

Legal Issues:

The Agreement has been reviewed by the County Counsel's Office.

Controversial Issues:

The project has not been controversial to this point. It is anticipated that the project will involve a two year preapplication period before the development budget is acted on by the funding agency.

Farm worker housing is considered specialized housing and can carry the burden of controversial siting issues during the development phase.

Link to Current County Policies:

The proposed project is the development of affordable rental housing for agricultural workers using Farmer's Home Administration funds. This activity is consistent with the Comprehensive Housing Affordability Strategy (CHAS) and the Hispanic Services Plan.

Citizen Participation:

The project was selected as part of an open request for proposals for housing and community development in east county.

Other Governmental Participation:

As noted, the Agreement involves the participation of the Housing Authority of Portland and the City of Gresham.

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

1. The COUNTY agrees to facilitate the project as follows:
  - a. The County approves up to \$12,500 CDBG for cost of preparing a preapplication to FmHA for the project.
  - b. The COUNTY shall contract with Contractor to provide services as described in Attachment A, Personal Services Agreement.
  - c. The COUNTY agrees to oversee the services outlined in Attachment A, Personal Services Agreement.
  - d. The COUNTY shall monitor Contractor's performance to ensure it carries out the activities of their contract in compliance with applicable regulations as described in Exhibit C of Attachment A.
  - e. The COUNTY shall pay Contractor based on invoices which are properly executed as per pre-application contract. The County shall be reimbursed by GRESHAM for one-half the cost of each invoice.
  - f. The COUNTY shall prepare necessary requests for payment for the preapplication development costs and submit such requests to GRESHAM.
  - g. The County agrees to provide necessary staff to coordinate property acquisition activities.
  - h. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for this project, and in no event shall the COUNTY'S financial contribution exceed the amount finally granted, released and approved by HUD for this project.
  - i. The COUNTY makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
2. GRESHAM agrees to facilitate the project as follows:
  - a. GRESHAM approves up to \$12,500 CDBG funds for the cost of preparing a preapplication to FmHA for the project.
  - b. GRESHAM agrees to review requests for payment by the COUNTY submitted in regards to this Agreement, within ten days and identify any outstanding payment issues.
  - c. GRESHAM agrees to execute payment on this Agreement within 30 days of receipt of complete request.



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103704  
Amendment # -

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED BY MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-5</u> DATE <u>10/28/93</u>  <u>DEB BOGSTAD</u>          BOARD CLERK</p>
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Department Social Services Division Housing Date August 7, 1993

Contract Originator Cecile Pitts Phone 5464 Bldg/Room 412

Administrative Contact Sheila Conroy Phone 5464 Bldg/Room 161/2

Description of Contract A collaborative effort among the City of Gresham, the Housing Authority of Portland, and Multnomah County to provide affordable rental housing for agricultural workers in east Multnomah County.

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

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

Contractor Name City of Gresham/Housing Authority of Portland  
Mailing Address 1333 NW Eastman Parkway  
Gresham OR 97030

Phone \_\_\_\_\_  
Employer ID# or SS# \_\_\_\_\_  
Effective Date Upon Execution  
Termination Date Sept 30, 1996  
Original Contract Amount \$ \_\_\_\_\_  
Total Amount of Previous Amendments \$ \_\_\_\_\_  
Amount of Amendment \$ \_\_\_\_\_  
Total Amount of Agreement \$ Revenue 12,500

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

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	

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

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

**REQUIRED SIGNATURES:** Expenditure 12,500

Department Manager [Signature]

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

County Counsel [Signature]

County Chair / Sheriff [Signature]

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

Encumber: Yes  No

Date 20 Sept 93

Date \_\_\_\_\_

Date 10/18/93

Date October 28, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	010	5541							12,500	
02.	<del>156</del>	<del>010</del>	<del>5541</del>							<del>12,500</del>	
03.											

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

INTERGOVERNMENTAL AGREEMENT  
between  
MULTNOMAH COUNTY  
CITY OF GRESHAM  
HOUSING AUTHORITY OF PORTLAND  
for the  
DEVELOPMENT OF FARM WORKERS HOUSING ( \_\_\_\_\_ )

This Agreement is entered into between Multnomah County (COUNTY), the City of Gresham (GRESHAM), and the Housing Authority of Portland, (HAP); for the cooperation of units of local government under the authority of ORS 190.010. It will be effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this Agreement are as follows:

- A. The parties to this Agreement desire to develop affordable rental housing for agricultural workers under the federal Farmer's Home Administration (FmHA) programs in east Multnomah County.
- B. The COUNTY and GRESHAM have applied for and received Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (HUD) for community development projects.
- C. The COUNTY desires to contribute \$12,500 to the preapplication cost of the project.
- D. GRESHAM desires to contribute \$12,500 to the preapplication cost of the project.
- E. The HAP desires to own and manage housing for agricultural workers in east Multnomah County.
- F. The locally adopted comprehensive Housing Affordability Strategy has identified a need for farm worker housing in the east county community.
- G. The COUNTY and GRESHAM have carried out a public project solicitation process to select a contractor for the preapplication project.
- H. CASA of Oregon (Contractor) is capable and has submitted a preapplication for funding to provide services desired by COUNTY and GRESHAM as detailed in Attachment A to this agreement.

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

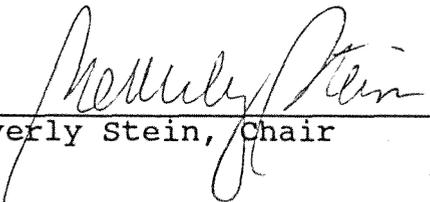
1. The COUNTY agrees to facilitate the project as follows:
  - a. The County approves up to \$12,500 CDBG for cost of preparing a preapplication to FmHA for the project.
  - b. The COUNTY agrees to be lead agent in coordination with the other parties to this Agreement to oversee services outlined in Attachment A, Personal Services Agreement.
  - c. The COUNTY shall contract with Contractor to provide services as described in Attachment A, Personal Services Agreement.
  - d. The COUNTY shall ensure that Contractor carries out the activities of their contract in compliance with applicable regulations as described in Exhibit C of Attachment A.
  - e. The COUNTY shall pay Contractor based on invoices which are properly executed as per pre-application contract. The County shall be reimbursed by GRESHAM for one-half the cost of each invoice.
  - f. The COUNTY shall prepare necessary requests for payment for the preapplication development costs and submit such requests to GRESHAM.
  - g. The County agrees to provide necessary staff to coordinate property acquisition activities.
  - h. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for this project, and in no event shall the COUNTY'S financial contribution exceed the amount finally granted, released and approved by HUD for this project.
  - i. The COUNTY makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
2. GRESHAM agrees to facilitate the project as follows:
  - a. GRESHAM approves up to \$12,500 CDBG funds for the cost of preparing a preapplication to FmHA for the project.
  - b. GRESHAM agrees to review requests for payment by the COUNTY submitted in regards to this Agreement, within ten days and identify any outstanding payment issues.
  - c. GRESHAM agrees to execute payment on this Agreement within

- d. GRESHAM certifies that sufficient funds are available in its letter of credit with the Federal Treasury to cover its contribution under this Agreement.
  - e. The obligations of GRESHAM are expressly subject to GRESHAM receiving funds from HUD for this project, and in no event shall GRESHAM's financial contribution exceed the amount finally granted, released and approved by HUD for this project.
  - f. GRESHAM makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
3. The HAP agrees to facilitate the project as follows:
- a. HAP agrees to be the sponsor of the FmHA application.
  - b. HAP agrees to provide such information as is needed to complete the project development process.
  - c. The obligations of HAP are expressly subject to the receipt of full funding from HUD and FmHA and in no event will HAP provide a financial contribution to supplement the amount finally granted, released and approved by HUD and FmHA for the project.
4. All parties to the Agreement agree as follows:
- a. All parties to the Agreement agree that the project through Pre-application Review will be carried out in general accordance with the CASA DEVELOPMENT RESPONSIBILITIES matrix included herein as part of Attachment A, Exhibit A.
  - b. Subject to the limitations and conditions of the Oregon Constitution and statutes, each party to this agreement shall be solely responsible for any loss or injury caused to outside parties arising from that party's or its employees', officers' or agents' acts or omissions under this Agreement and further each party to this Agreement shall defend, hold harmless and indemnify the other parties to this Agreement with respect to any claims, litigation or liability arising out of the acts or omissions of that party or its employees, officers and agents under this Agreement.
  - c. The parties to this Agreement agree to comply with all applicable local, state, and Federal ordinances, statutes, laws and regulations.
  - d. This Agreement and the obligations of the parties hereunder shall terminate upon the happening of the following events:

1. Completion of the project, recommendation of acceptance by the parties to the Agreement;
  2. Block grant funds become no longer available from the Federal government or the COUNTY;
  3. Failure of the CASA of Oregon or any other party to comply with the terms and conditions expressed herein or the applicable regulations and directives of the Federal government or the COUNTY;
  4. Otherwise this Agreement shall terminate September 30, 1996 and shall be subject to extension only by mutual agreement and amendment in accordance with this Agreement.
- e. Upon termination of this Agreement any obligation at the time of termination shall be paid for in accordance with the Agreement, and any unexpended balance of Block grant funds shall remain with the COUNTY and GRESHAM and used in accordance with program regulations.
- f. The parties to this agreement shall provide project-related records to the COUNTY upon request.
- g. The parties shall work together in performing any necessary and appropriate community information activities.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Adopted by the CITY OF GRESHAM

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

October 28, 1993  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
Date

Adopted by the HOUSING AUTHORITY  
OF PORTLAND

REVIEWED:

\_\_\_\_\_  
\_\_\_\_\_  
Date

 for  
Laurence Kressel  
County Counsel

MULTNOMAH COUNTY  
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into upon execution, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and CASA of Oregon, a non-profit corporation organized under the laws of Oregon (hereinafter referred to as "CONTRACTOR").

## W I T N E S S E T H:

WHEREAS, County's Housing and Community Services Division requires services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONTRACTOR is able and prepared to provide such services as COUNTY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and terms and conditions set forth hereafter, the parties agree as follows:

1. Term.

The term of this Agreement shall be from execution through September 30, 1996, unless sooner terminated under the provisions hereof.

2. Services.

CONTRACTOR's services under this Agreement shall consist of the following:

Preparation of preapplication for Farmers Administration financing of multi-family labor housing project in Gresham, Oregon, as more fully set forth in Exhibit A, attached; but not including land inventory or site selection.

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR up to twenty five thousand dollars (\$25,000) for performance of those services provided hereunder, in accordance with the following conditions: 1) up to \$2,500 payable within 15 days of execution of this Agreement; 2) the balance payable within 15 days after submittal of monthly invoices for work completed at up to 90% of the invoiced amount.

B. Funding for payment under this contract comes from the Community Development Block Grant program of the County (\$12,500) and the City of Gresham (\$12,500) in accordance with the attached inter-governmental agreement (see Exhibit B).

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

4. CONTRACTOR Is Independent CONTRACTOR.

A. CONTRACTOR shall be an independent contractor for all purposes and shall be entitled to no compensation other than all the compensation provided for under paragraph 3 of this Agreement.

B. CONTRACTOR acknowledges responsibility for liability arising out of the performance of this Agreement and shall defend and hold COUNTY harmless from and indemnify COUNTY for any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from activities under or services provided pursuant to this Agreement.

5. Workers' Compensation Insurance

A. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all nonexempt workers, employees and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Out-of-state employers must provide Oregon Worker's Compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. A certificate showing current Workers' Compensation insurance, or copy thereof, is attached to this Agreement and is incorporated herein as part of this Agreement.

B. In the event that CONTRACTOR's Workers' Compensation insurance coverage is due to expire during the term of this Agreement, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage under such renewal contracts.

6. Contractor Identification.

CONTRACTOR'S federal identification number is 93-0977842.

7. Subcontracts and Assignment.

CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without obtaining prior written approval from COUNTY; COUNTY by this Agreement incurs no liability to third persons for payment of any compensation provided herein to CONTRACTOR.

8. Access to Records.

COUNTY shall have access to such books, documents, papers and records of CONTRACTOR as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

9. Work Is Property of COUNTY.

All work performed by CONTRACTOR under this Agreement shall be the property of COUNTY.

10. Adherence to Law.

A. CONTRACTOR shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning worker's compensation and minimum and prevailing wage requirements.

B. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, CONTRACTOR agrees to comply with all provisions of Executive Order No. 11246 as amended by Executive Order No. 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 and section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4, which states, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of,

or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance." CONTRACTOR will also comply with all applicable laws, rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

C. Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal 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.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the CONTRACTOR agrees to complete and submit standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

D. By signature on this contract, CONTRACTOR certifies compliance with the requirements of the Federal "Drug-Free Workplace Act of 1988."

E. CONTRACTOR certifies that it will adhere to all laws and regulations associated with the U.S. Department of Housing and Urban Development, Community Development Block Grant program as summarized in part in Exhibit C.

11. Modification.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

12. Integration.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

13. Non Violation of Tax Laws.

CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR'S knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

14. Early Termination.

A. This Agreement may be terminated prior to the expiration of the agreed-upon term:

1. Immediately upon mutual written consent of the parties, or at such time as the parties agree; or

2. By either party upon 30 days' written notice to the other, delivered by certified mail or in person.

B. Payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

MULTNOMAH COUNTY, OREGON

CONTRACTOR

By \_\_\_\_\_ Date \_\_\_\_\_  
Director  
Housing & Community Svc Division

By \_\_\_\_\_ Date \_\_\_\_\_  
Contractor

By \_\_\_\_\_ Date \_\_\_\_\_  
Director  
Department of Social Services

\_\_\_\_\_  
Contractor's I.D. #

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By \_\_\_\_\_ Date \_\_\_\_\_

CASA DEVELOPMENT RESPONSIBILITIES  
FmHA 514/516 FARM LABOR HOUSING PROGRAM

	CASA	MULT CO.	CITY CASH	HAP
I. PRELIMINARY FEASIBILITY				
A. Research Market Area, housing needs and project feasibility				
B. Discuss with growers, city staff, elected officials and community service personnel	K	✓	✓	✓
II. PREAPPLICATION				
A. Needs Assessment. Compile information	K			
1. Farmworker and family survey, covering: family size, composition income, migrant or seasonal, current housing-size, cost.	↓			
2. Crop and labor demand analysis	↓			
3. Farm labor population, family profile	↓			
4. Housing availability and condition	↓			
B. LOCAL GOVERNMENT REVIEW <i>w/HA</i>	K	✓	✓	✓
1. Meet with and review proposed project with local city, county officials.	↓			
2. Obtain necessary approvals and letters of support.	↓			
C. ARCHITECTURAL SERVICES ?				
1. Assist sponsor in process of selecting suitable architect.				
2. Coordinate request of proposals, qualifications from architects.				
3. Secure agreement for architectural services for pre-application phase between architect and sponsor.				
4. Work with architect and sponsor to develop site plan, schematic, floorplans, elevations, project sign for pre-application phase.				
D. LAND ASSEMBLY	✓	K		
1. Inventory land that is properly zoned appropriate for development	↓	↓		
2. Determine fair market values	↓	↓		
3. Present offers, option payments, terms.	↓	↓		
4. Negotiate, execute and record option coordinate with FmHA	↓	↓		
5. Arrange easements	↓	↓		
6. Review sites for water, sewer, zoning, setback, design, parking and any other requirements	↓	↓		
7. Work with local officials and staff on site selection process	↓	↓		
8. Review sites with sponsor	↓	↓		

CASA DEVELOPMENT RESPONSIBILITIES  
FmHA 514/516 FARM LABOR HOUSING PROG

	CASA	MUT	WASH	HHP
9. Photograph sites and compile photos	✓	K		
10. Complete initial environmental site review	↓	↓		
11. Order and review preliminary title report	↓	↓		
12. Coordinate any land use actions	↓	↓		
<b>E. ENVIRONMENTAL ASSESSMENT</b>	K			
1. Prepare Requests for Environmental Information (FmHA Form 1940-20)	↓			
2. Compile environmental information including: soil survey, floodplain map, wetlands map, USGS topographical map	↓			
3. Request state and local clearinghouse reviews	↓			
4. Request state historic preservation review	↓			
5. Request information from local government and utility companies on infrastructure acceptability including: water, sewer, storm sewer, zoning, electricity, garbage collection	↓			
<b>F. PRE-APPLICATION DOCUMENTS: compile the following information:</b>				
1. Agreement for technical assistance - Sponsor and CASA	K			✓
2. Resolution declaring intent to develop farm labor housing				
3. Organizational and legal documents: Articles of Incorporation (NP only) Resolution declaring need for sponsor (HA only) Certificate of Incorporation (NP only) Sponsor bylaws List of board members				
4. Forms required by FmHA: Preapplication for Federal Assistance (424) Previous Participation Certificaton (1944.37) Sponsor Certification (1910-11) Affirmative Fair Housing Marketing Plan (HUD 935.2)				

CASA DEVELOPMENT RESPONSIBILITIES  
 FmHA 514/516 FARM LABOR HOUSING PROG

	CASA	MULTI CO.	EST. H.	HAP
5. Local rent survey	K			
6. Request for rental assistance				
7. Letters of support		✓	✓	✓
8. Project description				
9. Sponsor financial statement				✓
10. Legal service statement Dick Brownstein			"	✓
11. Utility allowance information	↓		"	✓
<b>G. FINANCIAL INFORMATION</b>				
1. Compile development cost estimate (FmHA For 1923)	K			
2. Develop project operating budget (1930-7)	K			✓
3. Research terms of financing available from other lenders	K			
4. Calculate projected rents	K			
5. Research and make application for interim financing for land acquisition or other needs as may be required				
6. Establish line of credit with lender County/Staff city				
<b>H. PREAPPLICATION REVIEW</b>				
1. Respond to FmHA questions during review				
2. Monitor progress of review				
3. Inform sponsor of status of preapplication				

**CASA DEVELOPMENT RESPONSIBILITIES  
FmHA 514/516 FARM LABOR HOUSING PROGRAM**

	CASA	MUT CO	City bush	HAP
<b>III FINAL APPLICATION</b>				
<b>A. Final Application documents. Compile the following information:</b>	K			
<b>1. Forms required by FmHA, including:</b> -Agreement of Comply with the Requirements of the Clean Air Act, Federal Water Pollution Control Act, and National Historic Preservation Act -Certificate Regarding Drug-Free Workplace Requirements (AD-1049) -Certification Regarding Debarment, Suspension, and Other Responsibility Matters (AD-1047) -Equal Opportunity Agreement (400-1) .. -Assurance Agreement under Civil Rights Act of 1964 -Application for Federal Assistance (424.2) -Affirmative Fair Housing Marketing Plan (HUD 935.2)			" "	
<b>2. Statements of available financing terms from lenders</b>				
<b>3. Updated preliminary title report</b>	↓			
<b>4. Current sponsor financial statement</b>	K			✓
<b>5. Chart of sponsor's bookkeeping accounts</b>	K			✓
<b>6. Acceptance of project by local government</b>	K	✓	✓	✓
<b>B. Management documents. Work with the sponsor to compile the following information:</b>				
<b>1. Assist sponsor in process of selecting management agent if sponsor will not manage project</b>		N/A		
<b>2. Work with sponsor to compile the following information:</b> -Proposal for the property management -Management plan -Resident Manager job description and agreement -Management staff responsibilities and duties -Application for occupancy -Rules and regulations -Rental agreement with attorney's letter regarding compliance with applicable laws	K			✓

## CASA DEVELOPMENT RESPONSIBILITIES FmHA 514/516 FARM LABOR HOUSING PROGRAM

	CASA	MULT CO	CITY DEPT	HAP
<b>C. ARCHITECTURAL</b>				
1. Secure Architect/Sponsor AIA agreement with FmHA attachment	✓			K
2. Act as liaison between architect and sponsor	✓			
3. Review plans and specifications	K		✓	✓
4. Work with architect and sponsor to take advantage of and assure coordination with available building incentives, e.g., cable TV and telephone installation energy incentives, commercial laundry incentives	K		✓	✓
<b>D. FINANCIAL</b>				
Complete revised cost estimates for development and operation	K			
<b>E. SITE DESIGN REVIEW APPLICATION AND PRESENTATION</b>				
1. Work with architect to determine local process for site design review and ensure appropriate materials, forms, plans are submitted	K	✓	✓	✓
2. Review with city, county staff, answer questions	K	✓	✓	✓
3. Attend meetings with architect and sponsor	✓			✓
<b>F. PRE-CONSTRUCTION ACTIVITIES. Bid process is primarily the responsibility of architect. CASA will assist in bid process as follows:</b>				
1. Assist in preparation for bidding including review of all documents, bid requirements	K			
2. Attend bid opening, confirm legalities	K			✓
3. Review contractor qualifications	K			✓
4. Assist architect with construction contract preparation and review Notices of award and Notice to Proceed, review insurance certifications and other required contractor submissions	K			✓
5. Prepare supplemental FmHA loan if needed	K			
6. Prepare contracts for laundre service and cable installation	K			✓
<b>G. Loan and Grant Closing Preparation. Sponsor should have their attorney participate in loan closing to assure conformity with all appicable laws.</b>	✓			K
1. Update and revise project cost estimate... 2. Prepare documents and coordiante closing activities 3... Ensure title is clear, eliminating exceptions not acceptable to FmHA... 4. Obtain ALTA policy and fidelity bonding 5... Order first month drawdowns	K			

## CASA DEVELOPMENT RESPONSIBILITIES FmHA 514/516 FARM LABOR HOUSING PROGRAM

IV. Construction Either CASA or a representative of sponsor will work with architect to complete construction inspections.				
A. Assist with processing, monitoring and reporting. Arrange for:	K			
1. Construction inspections 2. Drawdowns 3. Partial pay estimates, outlay reports, estimates of funds reqd 4. Change orders 5. Time extensions 6. Problem resolution 7. Davis-Bacon wage review 8. Employment utilization report summaries 9. Notice of substantial completion 10. Certification of occupancy 11. One year warranty inspection			✓	
B. Assure completion of punch list	K			
C. Assist sponsor with substantial completion and final acceptance resolutions, contract adjustments, liens, and other closeout issues and concerns.	K			
V. Preoccupancy Marketing and Management Preparation. Degree of CASA involvement will depend on sponsor's existing management capabilities and experience.	✓			K
A. Marketing Work with sponsor to advise and assist staff in marketing of project and coordination with FmHA. Activities: prepare and distribute marketing materials, media information, public presentations to farm workers through local organizations, social service groups, grower groups, and major employers.	✓			K
B. Management Documents Assist in preparation of final management documents including management plan, personnel policies, job descriptions, tenant lease and rules, and grievance procedure.  Updates and revisions would reflect changes in sponsor policies, FmHA requirements and procedures, state regulations and farmworker housing experience.	✓			K

C      MULT Co      CASH      HAP





## HOUSING AUTHORITY of PORTLAND

135 S.W. Ash Street  
Portland, OR 97204-3540  
(503) 228-2178 Fax # (503) 228-4872 TDD # (503) 226-6095

Monday, March 1, 1993

Lucia Pena  
Housing Developer  
CASA of Oregon  
212 East First Street  
Newberg, OR. 97132-2904

Dear Lucia,

We have reviewed your letter of January 22, 1993 and the responsibilities form. We have no problem with committing staff time to assist CASA with packaging the FmHA application. Our concern is with the amount of responsibility left to HAP for doing construction contract compliance.

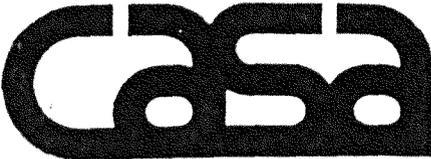
One solution would be for HAP to hire a "Clerk Of The Works" at half time for the construction period and charge the cost to the development. This is an approved method of the national FmHA office. I would like to work with you and Charlie on obtaining approval from the Oregon office for a project clerk of the work or a construction contract compliance officer.

If we can get FmHA's approval to fund a part time clerk of the works out of the development budget and if Multnomah County agrees to take responsibility for finding a site, then HAP would have no problem with proceeding with the project as the project sponsor.

I am looking forward to hearing from you soon.

Sincerely,

Jeanette Sander  
Development Program Manager



COMMUNITY AND SHELTER ASSISTANCE CORP.

OF OREGON

212 East First Street ■ Newberg, Oregon 97132-2904  
(503) 537-0319 ■ Fax (503) 537-0558

RECEIVED

MAR 10 1993

PLANNING, DEVELOPMENT &  
INTERGOVERNMENTAL RELATIONS

March 8, 1993

Jeanette Sander  
Coordinator of  
Housing & Development  
Housing Authority of Portland  
135 S.W. Ash Street  
Portland, OR. 97204-3540

Dear Jeanette,

We received your letter of March 1, 1993, stating your concern over the amount of responsibility left to HAP for doing the construction contract compliance.

Charlie, reviewed the FmHA Instruction 1924-A, and we thought the following information may clarify something close to the "Clerk Of The Works". FmHA regulations allow a "Project Representative" in certain situations. Enclosed you will find copies of the pages from the FmHA Manual 1924-A, that we took information from to use in the following:

- "p 33" 1924.9: Borrower will be responsible for making inspections necessary to protect Borrower's interest.
- "p 34" 1924.9 (b), (5): Borrower should make enough periodic visits to the site to be familiar with the progress and performance of the work, in order to protect the borrower's interest.
- "p 44" 1924.13 (a) (5) (v) (f): Architect makes the inspections for Borrower, but Borrower could have a full-time Project Representative if FmHA State Director gives authorization.
- "p 45" 1924.13 (b) (2): Project Representative could be employed by either Architect or Borrower, in either case the Project Representative is under the supervision of the Architect.



EQUAL HOUSING OPPORTUNITY

Charlie and I thought there were two possibilities in obtaining some of your part-time "Project Representative" costs:

- (1) Request State Office approval for the "Project Representative", as part of the pre-application process;
- (2) Or, include the "Project Representative" as a part of the Architect services.

I don't think that FmHA will approve payment for a "Project Representative" without a pre-application. We would be glad to ask FmHA for approval of a "Project Representative" as we prepare the pre-application. Please let me know if this is satisfactory.

If you have more information concerning this issue, please call or write. I will do the same.

Sincerely,  
*Lucia*  
Lucia Pena  
Housing Developer

cc: Charlie Harris  
Executive Director

Cecile Pitts, Director  
Community Development Program

Peter von Christierson  
Housing/CDBG Planner



United States  
Department of  
Agriculture

Farmers  
Home  
Administration

District Office 2  
PO Box 469  
Clackamas, OR 97015  
503-655-7185

March 30, 1993

Ms. Lucia Peña  
CASA  
212 East First Street  
Newberg, OR 97132-2904

Dear Ms. Peña,

This letter responds to the questions posed in your March 26, 1993 letter to this office.

FmHA Instructions, including the references you supplied, state it is the responsibility of the borrower to "make periodic visits to the site in order to be familiar with the progress and performance of the work, in order to protect his interest". (FmHA 1924.9 (b)(5)p.34) However, it is primarily the responsibility of the architect to make periodic inspections, during construction, to make sure there is compliance with the contract. (FmHA would also be making inspections to the site during the construction phase to assure its security interest in the project is being protected.)

If the total development cost is \$750,000 or more, an on-site inspector may be required by the State Director. This determination would be made after reviewing the plans, specifications, and other application materials. The applicant could provide FmHA with information during the application process to attempt to justify the need for inspections beyond those normally conducted during the course of construction. However, according to FmHA Instruction 1924.13 (a)(5)(v)(F) p.44, it would be FmHA's decision to require the borrower to hire an inspector for construction that would be the controlling factor in deciding if one would be hired.

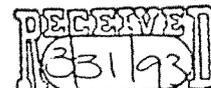
I hope this has answered your questions. If you need further information, please don't hesitate to call.

Sincerely,

David A. Force  
District Loan Specialist

cc: S.O., RH Section

DAF/lmb



Farmers Home Administration is an Equal Opportunity Lender.  
Complaints of discrimination should be sent to:  
Secretary of Agriculture, Washington, D.C. 20250

The borrower will be responsible for making inspections necessary to protect the borrower's interest. FmHA inspections are not to assure the borrower that the house is built in accordance with the plans and specifications. The inspections create or imply no duty or obligation to the particular borrower. FmHA inspections are for the dual purpose of determining that FmHA has adequate security for its loan and is achieving the statutory goal of providing adequate housing. If difficult technical problems are encountered, the County Supervisor or District Director should request the assistance of the State Office or a qualified technician from SCS or the State University Cooperative Extension Service. ✓

(b) Frequency of inspections. The County Supervisor or District Director will inspect development work as frequently as necessary to assure that construction and land development conforms to the drawings and specifications. The final inspection will be made at the earliest possible date after completion of the planned development. When several major items of development are involved, final inspection will be made upon completion of each item.

(1) For new buildings and additions to existing buildings, inspections will be made at the following stages of construction and at such other stages of construction as determined by the County Supervisor or District Director except as modified by paragraph (b)(3) of this section.

(i) Stage 1. Customarily, the initial inspection in construction cases is made just prior to or during the placement of concrete footings or monolithic footings and floor slabs. At this point, foundation excavations are complete, forms or trenches and steel are ready for concrete placement and the subsurface installation is roughed in. However, when it is not practicable to make the initial inspection prior to or during the placement of concrete, the County Supervisor or District Director will make the initial inspection as soon as possible after the placement of concrete and before any backfill is in place.

(ii) Stage 2. The Stage 2 inspection will be made when the building is enclosed, structural members are still exposed, roughing in for heating, plumbing, and electrical work is in place and visible, and wall insulation and vapor barriers are installed. Customarily, this is prior to installation of brick veneer or any interior finish which would include lath, wallboard and finish flooring.

(iii) Stage 3. The final inspection will be made when all on-site and off-site development has been completed and the structure is ready for occupancy or its intended use.

(2) For rehabilitation of existing buildings, inspections will be made in accordance with paragraphs (b)(1)(ii) and (iii) of this section, and at such other stages of construction to assure that construction is being performed in a professional manner and in accordance with the FmHA approved drawings and specifications.

(3) For new construction when the structure will be covered by an insured 10-year warranty plan as described in Exhibit L of this subpart, only the final inspection is required, except in cases when partial payments are required when the provisions of §1924.6 (a) (12) (v) of this subpart will be followed.

(4) Arrangements should be made to have the borrower join the County Supervisor or the District Director in making periodic inspections as often as necessary to provide a mutual understanding with regard to the progress and performance of the work.

(5) The borrower should make enough periodic visits to the site to be familiar with the progress and performance of the work, in order to protect the borrower's interest. If the borrower observes or otherwise becomes aware of any fault or defect in the work or nonconformance with the contract documents, the borrower should give prompt written notice thereof to the contractor with a copy to the County Supervisor or District Director responsible for servicing the type of loan or grant involved.

(6) The borrower should, when practicable, join the County Supervisor or District Director in making all final inspections.

(7) When irrigation equipment and materials are to be purchased and installed, a performance test under actual operating conditions by the person or firm making the installation should be required before final acceptance is made. The test should be conducted in the presence of the borrower, a qualified technician, and, when practicable, the County Supervisor or District Director. If the FmHA official is not present at the performance test, he or she should request the technician to furnish a report as to whether or not the installation meets the requirements of the plans and specifications.

- (A) Attend the preconstruction conference. Advise and consult with the borrower (or the borrower's representative) and issue the borrower's instructions to the contractor.
- (B) Prepare change orders.
- (C) Keep construction accounts and work as the general administrator of the project during construction.
- (D) Interpret the contract documents and have the authority to reject all work and materials which do not comply.
- (E) Review and approve shop drawings, samples, and other submissions of the contractor for conformance with the design concept and for compliance with the contract documents.
- ~~(E)~~ Conduct periodic inspections of all phases of construction to determine compliance with the contract documents and certify as to the amount of work that is in place and materials suitably stored on site for partial payment estimates. These inspections will be augmented, when necessary, by inspections performed by structural, mechanical, and electrical representatives. Periodic inspections should be made as frequently as is necessary to verify that the work conforms with the intent of the contract documents and that a high quality of workmanship is maintained. The State Director may require a full-time project representative on projects with a total development cost of \$750,000 or more, when in the opinion of the State Director there is a need for such representative, and the State Director states the reasons for such need to the borrower.
- (G) Determine, based on the inspections, the dates of substantial completion and final completion; receive on the borrower's behalf all written guarantees and related documents assembled by the contractor; and issue a final certificate for payment.

(vi) Warranty phase. The architect will advise and consult with the borrower, as the borrower's representative, about items to be corrected within the warranty period. The architect will accompany the FmHA representative during the inspection required one month prior to expiration of the warranty period.

(b)\* Other professional services. The State Director, on the recommendation of the State architect/engineer, may request that additional professional services be provided.

(1) Professional services typically include soils engineering, structural engineering, civil engineering, surveying, land planning, or professional cost estimation or certification. Fees for these services may be paid directly by the borrower or by the architect as reimbursable expenses.

(2)\* When a project representative is utilized, unless otherwise agreed, the representative will be provided by the consulting architect/engineer. Prior to the preconstruction conference, the architect/engineer will submit a resume of qualifications of the project representative to the applicant and to FmHA for acceptance in writing. If the applicant provided the project representative, the applicant must submit a resume of the representative's qualifications to the project architect/engineer and FmHA for acceptance in writing, prior to the preconstruction conference. The project representative will attend the preconstruction conference where duties and responsibilities will be fully discussed. The project representative will work under the general supervision of the architect/engineer. The project representative will maintain a daily diary in accordance with the following:

(i) The diary shall be maintained in a hard-bound book.

(ii) The diary shall have all pages numbered and all entries in ink.

(iii) All entries shall be on daily basis, beginning with the date and weather conditions.

(iv) Daily entries shall include daily work performed, number of men and equipment used in the performance of the work, and all significant happenings during the day.



COMMUNITY AND SHELTER ASSISTANCE CORP.

212 East First Street ■ Newberg, Oregon 97132-2904  
(503) 537-0319 ■ Fax (503) 537-0558

RECEIVED

APR 05 1993

PLANNING, DEVELOPMENT &  
INTERGOVERNMENTAL RELATIONS

April 2, 1993

ATTN: Helen Barney  
Housing Authority of Portland  
135 S.W. Ash Street  
Portland, OR. 97204-3540

Dear Ms. Barney,

As per instructions from Jeanette, I am addressing this letter to you. As we had surmised from the FmHA Rules, and has been clarified by a letter from David Force, District Loan Specialist, a Borrower can be paid for a Project Representative, but must go through the pre-application process and include in the budget the need and justification for a Project Representative. Then it is up to the FmHA State Director to decide if there is sufficient justification for the need and will require the Borrower to hire a Project Representative. (Copy of David Force letter attached).

Hopefully this will suffice for now, so that we can proceed with the contract between HAP and CASA.

Please answer soon.

Sincerely,

A handwritten signature in cursive script that reads "Lucia Peña".

Lucia Peña  
Housing Developer

cc: Charlie Harris  
Cecile Pitts  
Peter von Christierson



EQUAL HOUSING OPPORTUNITY

## GENERAL CONDITIONS: COMMUNITY DEVELOPMENT PROGRAM

1. The CONTRACTOR shall comply with the required uniform administrative requirements as set forth in 24CFR 570.502 (Subpart J - Grant Administration).
2. The CONTRACTOR shall comply with the provisions of 24CFR 570.600 (Subpart K - Other Program Requirements).
3. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Housing and Community Services Division, Community Development Program as a funding source in all flyers and brochures that advertise the contracted services program. COUNTY reserves the right to approve the language used to reference Multnomah County.

4. Environmental Review

COUNTY retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by the federal Department of Housing and Urban Development Environmental Review Procedures (24 CFR Part 58). COUNTY may require CONTRACTOR to furnish data, information, and assistance for the COUNTY'S review and assessment in fulfillment of the COUNTY'S responsibilities under 24 CFR Part 58. Project execution under this contract by either COUNTY or CONTRACTOR shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

5. Program Income

CONTRACTOR shall comply with the program income requirements set forth in 24 CFR 570.504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this contract. Program income shall be reported with each payment request and substantially disbursed for the benefit of the project(s) funded by this contract in accordance with the principles of paragraph (b)(2)(i) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to COUNTY and GRESHAM for reallocation. The COUNTY shall determine whether income is being used to continue or benefit the project(s) authorized by this contract. Program income on hand when the contract expires or received after the contract's expiration shall be repaid to the COUNTY.

6. Project Operation

CONTRACTOR agrees to maintain and operate the project(s) under this contract for eligible activities pursuant to Department of Housing and Urban Development regulations. In the event the CONTRACTOR fails to so maintain and operate the project(s), the COUNTY may, at its option, take possession of the project(s) and operate and maintain the project(s) for any lawful purpose. Further, CONTRACTOR agrees to operate the project so as to be open for use by the general public during all normal hours of operation.

7. Property

A. For agencies which are not municipal corporations, it may become necessary to grant the COUNTY a property interest where the project under contract calls for the acquisition, construction, reconstruction, rehabilitation, or installation of publicly-owned facilities and improvements.

B. If acting on behalf of the COUNTY, private nonprofit entities using federal Housing and Community Development Block Grant funds for the purposes described in 24 CFR, Section 570.201, will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

C. Upon expiration of the contract, CONTRACTOR shall ensure that any real property under the CONTRACTOR'S control that was acquired or improved in whole or in part with Community Development Block Grant funds in excess of \$25,000 is either:

1) Used to meet one of the national objectives in Section 570.901 until five years after expiration of the contract; or

2) Disposed of in a manner that results in the COUNTY and GRESHAM being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property.

#### 8. Purchasing Requirements

To the greatest extent feasible, CONTRACTOR shall purchase supplies and services for activities under this contract from vendors and contractors whose businesses are located in the area served by COUNTY funded activities or owned in substantial part by project area residents, per Section 3, Housing and Community Development Act of 1968, as amended.

#### 9. Required Records

In addition to financial records required under Part B. Section 7.a. of this contract, CONTRACTOR shall maintain records documenting citizen participation, equal opportunity, and any other matters as directed by COUNTY. Citizen participation records shall document the process used to inform citizens concerning the amount of funds available, ranges of project activities undertaken, and opportunities to participate in funded projects. Equal opportunity records shall document racial, ethnic, and gender data showing extent to which these categories of persons have participated in, or benefited from, the activities carried out under this contract. CONTRACTOR shall also maintain data recording its affirmative action in equal opportunity employment and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to use business concerns which are located in or owned in substantial part by persons residing in the area of the project.

#### 10. Retention of Records

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, except as follows:

A. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.

B. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

C. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.

D. Records for any displaced person shall be retained for three years after such person has received final payment.

E. Records pertaining to each real property acquisition shall be retained after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph D above, whichever is later.

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR October 28, 1993 (Date)

DEPARTMENT MSS  
CONTACT Jean Miley  
\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

DIVISION RM / Risk Management  
TELEPHONE 248-3882  
Jean Miley

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

Request to reclassify Sr. Office Assistant position to Risk Management Technican.

(Estimated Time Needed on the Agenda)

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

Personnel changes are shown in detail on the attached sheet

This budget modification reclassifies a position in the RM program. This reclassification is recommended by Employee Services after an audit of the position. Reclassification is effective 7/1/93. There is no financial impact in FY 1993-94.

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

None

CLERK OF COUNTY COMMISSIONERS  
1993 OCT 18 PM 3:42  
MULTNOMAH COUNTY OREGON

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

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

Originated By <u>Jean Miley</u>	Date <u>10/18/93</u>	Department Director <u>Beverly Stein</u>	Date <u>10-18-93</u>
Plan/Budget Analyst <u>Cheryl Hays</u>	Date <u>10/18/93</u>	Employee Services <u>Donald H. Winkley</u>	Date <u>10/18/93</u>
Board Approval <u>Wendy H. C. Bogstad</u>	Date <u>10/28/93</u>		







# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

(503) 248-5015  
(503) 248-3312  
(503) 248-5135  
(503) 248-3883  
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING  
1120 S.W. FIFTH, 14TH FLOOR  
P.O. BOX 14700  
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR  
PORTLAND, OREGON 97202

TO: Board of County Commissioners  
FROM: Jean Miley, Risk Manager *JMM*  
DATE: October 15, 1993  
REQUESTED PLACEMENT DATE: October 28, 1993  
RE: Position Reclassification

I. Action Requested

Approval of a position reclassification in the Risk Management Division.

II. Background

This position was created during FY 1991-92 as a Senior Office Assistant; it was permanently filled in December 1991. As our program continues to evolve and the services we provide to County departments and elected officials increase, the duties of this position have changed. The position is now actively involved in technical insurance matters, researching and writing procedures, drafting policies and related duties. Accordingly, at the beginning of FY 1993-94, we requested a job audit from the Employee Services Division. At the conclusion of their audit, it was determined that the position should be reclassified to a Risk Management Technician, effective July 1, 1993.

This reclassification is being submitted to the Board because all decisions to create or reclassify positions traditionally go to the Board for approval after receiving Employee Services' approval. In accordance with Employee Services Division practice, Local 88 has received notification of this proposed reclassification because it is included in their bargaining unit.

III. Financial Impact

The increase in salary and fringe benefits will be paid for by

a decrease in funds budgeted for Temporary. Costs in future years will be absorbed within the Risk Management budget. The Budget Office will approve the modification prior to its submission to the Board.

IV. Legal Issues

None.

V. Controversial Issues

None.

VI. Link to Current County Policies

This is consistent with current County policies regarding position reclassification.

VII. Citizen Participation

There has been no request for citizen involvement in this decision as it was the result of an Employee Services Division review of the current duties of the position. This is consistent with Employee Services procedures which require an administrative review according to the classification/compensation system which the Division administers.

VIII. Other Government Participation

This has no effect on other jurisdictions, except that this position will interact with other governments' risk management programs.

#1

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 10/28/93

**NAME** Paul Duden

**ADDRESS** 250 S.W. Carey Lane  
**STREET**

Portland 97219  
**CITY** **ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** R-7

**SUPPORT**  **OPPOSE**   
**SUBMIT TO BOARD CLERK**

#2

**PLEASE PRINT LEGIBLY!**

**NAME** Bill NAITO **MEETING DATE** 10/28/93

**ADDRESS** 5 NW Front

**STREET** Portland 97209

**CITY** Portland **ZIP CODE** 97209

**I WISH TO SPEAK ON AGENDA ITEM #** R-7

**SUPPORT**  **OPPOSE**   
**SUBMIT TO BOARD CLERK**

#3

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 10/28/93

**NAME** Doug Hardesty

**ADDRESS** 01122 SW. PALATINE HILL  
**STREET**

PORT., OREG. 97219  
**CITY** **ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** R-7

**SUPPORT** \_\_\_\_\_ **OPPOSE** \_\_\_\_\_  
**SUBMIT TO BOARD CLERK**

MEETING DATE: OCT 28 1993

AGENDA NO: R-7

(Above Space for Board Clerk's Use ONLY)

-----  
AGENDA PLACEMENT FORM

SUBJECT: Resolution in the matter of referring certain proposed zoning code amendments to the Planning Commission for recommendations.

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: October 28, 1993

Amount of Time Needed: 10 minutes

DEPARTMENT: Non-departmental

DIVISION: Commissioner Dan Saltzman

CONTACT: Mark Wiener

TELEPHONE #: 248-5137

BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Commissioner Dan Saltzman

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Current county interpretation of the R-20 and R-30 zoning codes could have the effect of widespread development of Riverdale-Dunthorpe on subminimum lot sizes. An amendment is necessary to re-establish the intent of those codes. Pursuant to MCC 11.15.8405 and 11.15.8415, this resolution refers such an amendment to the Planning Commission for their recommendation.

SIGNATURES REQUIRED:

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

*Don Saltzman*

OR

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

BOARD OF  
COUNTY COMMISSIONERS  
1993 OCT 21 AM 11 35  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



**DAN SALTZMAN, Multnomah County Commissioner, District One**

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COMMISSIONER DAN SALTZMAN *Don*

TODAY'S DATE: OCTOBER 21, 1993

REQUESTED PLACEMENT DATE: OCTOBER 29, 1993

RE: Resolution in the matter of referring certain proposed zoning code amendments to the Planning Commission for recommendations.

BOARD OF  
COUNTY COMMISSIONERS  
1993 OCT 22 PM 2:12  
MULTNOMAH COUNTY  
OREGON

I. Recommendation/Action Requested:

Approval of resolution.

II. Background/Analysis

Current county interpretation of the R-20 and R-30 zoning codes could have the effect of widespread development of Riverdale-Dunthorpe on subminimum lot sizes. An amendment is necessary to re-establish the intent of those codes. Pursuant to MCC 11.15.8405 and 11.15.8415, this resolution refers such an amendment to the Planning Commission for their recommendation.

III. Financial Impact

There is no financial impact.

IV. Legal Issues

The proposed amendment to the R-20 and R-30 zoning codes must be referred to the Planning Commission for their recommendation, pursuant to MCC 11.15.8405 and 11.15.8415. That is the effect of the proposed resolution. County Counsel has reviewed the matter and had flagged no other legal issues.

V. Controversial Issues

This resolution does not set any policy; it is simply a request to the Planning Commission for comments based on numerous requests from neighborhood residents. However, one may anticipate a policy question arising when that advice is forwarded to the BCC: whether it will be necessary to increase the density of this neighborhood at some future time, and whether this action might contradict that future need. That consideration, however, is not the subject of this amendment. The current policy of Multnomah County is reflected by the R-20 and R-30 designation. The current interpretation of the "grandfathering provisions" subvert that policy. This amendment is simply an attempt to remedy that problem.

From a political perspective this change is strongly supported by the residents of Riverdale-Dunthorpe.

VI. Link to Current County Policies:

Currently, county policy is contradictory. On the one hand, we have designated certain minimum lot sizes in R-20 and R-30 zones. On the other hand, our interpretation of the grandfathering provisions subvert those policies. The proposed amendment would resolve that conflict by removing the basis for that contradictory interpretation.

VII. Citizen Participation:

This issue was brought to our attention by neighborhood residents, who have requested this action of the BCC. Referral of the proposed amendment to the Planning Commission reflects further, formal citizen participation and review.

VIII. Other Government Participation:

This resolution and amendment affects the Planning and Development Division, who have participated in the development of this proposal.



---

**LAKE OSWEGO NEIGHBORHOOD ACTION COALITION**

10/28/93

TO: Multnomah County Commission  
FROM: Lake Oswego Neighborhood Action Coalition (LONAC)  
RE: Dunthorpe/Riverdale Zone Amendment

LONAC is a forum for research and the exchange of information among Lake Oswego neighborhood leaders. LONAC is submitting this testimony because Dunthorpe/Riverdale is Lake Oswego's neighbor, logistically sharing the Tryon Creek State Park, the Willamette River and State Highway 43.

We support an amendment to Dunthorpe/Riverdale zoning codes which retains lot sizes established in the 1940s of R 20 - R 30. We are opposed to downsizing lots to 5000 sq. ft. using the legal interpretation which claims grandfathering rights dating back to the 1890s. Any major Dunthorpe/Riverdale development, using down-zoned lot sizes would further impact the near intolerable condition on State Highway 43 from Portland to Oregon City. Further, some Lake Oswego residents are subject to traffic and environmental hazards caused by such development.

If any development occurs on lot sizes smaller than R 20 - R 30 we request studies which show traffic and environmental impact on Dunthorpe/Riverdale, State Highway 43, Lake Oswego and the Willamette River.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Norma Heyser Peterson'.

Norma Heyser Peterson  
LONAC Chair  
890 F Avenue  
Lake Oswego, OR 97034

cc Connie Clark

For Mark Weiner

248-5440

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

In the Matter of Referring Certain )  
Proposed Zoning Code Amendments to the ) RESOLUTION  
Planning Commission for Recommendations ) 93-357

WHEREAS, the Riverdale-Dunthorpe neighborhood is a residential area in unincorporated Multnomah County; and

WHEREAS, much of this area was platted into 5,000 square foot lots during the 1890's; and

WHEREAS, despite the plats, the zoning for the area, dating back to the 1940's, has applied much larger minimum lot sizes (20,000 to 30,000 square feet); and

WHEREAS, although much development in Riverdale-Dunthorpe has been on combined platted lots, complying with the larger lot requirements of modern zoning, there have been cases of construction on individual 5,000 square foot platted lots; and

WHEREAS, in these cases, questions of proper interpretation of the zoning code have arisen focusing on whether, under the so-called "grandfather provisions" of the zoning code, the owner of a platted 5,000 square foot lot may develop it or must consolidate it with adjacent platted lots before construction; and

WHEREAS, the county has interpreted the grandfather provisions permissively, allowing development on individual platted lots; and

WHEREAS, this interpretation has been criticized as inconsistent with other code provisions and the overall intent of the zoning code; and

WHEREAS, the Board wishes to have the proposed amendment to the grandfather provisions considered by the Planning Commission;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the attached draft code amendment is referred to the Planning Commission for report and recommendation pursuant to MCC 11.15.8405 and 11.15.8415

10/20/93:1

ADOPTED this 28th day of October, 1993



by *Beverly Stein*  
Beverly Stein, Chair  
Multnomah County, Oregon

*Laurence Kressel*  
Laurence Kressel, County Counsel  
of Multnomah County, Oregon

# PROPOSED AMENDMENT TO MULTNOMAH COUNTY R-20 AND R-30 ZONES

For R-20 Zone  
§ 11.15.2856 (D)

For R-30 Zone  
§11.15.28 \_\_ (D)

Notwithstanding any other provision of this zone, all property, no matter how platted or described, in separate ownership, and conveyed by a single deed as of the date this chapter became effective, shall be aggregated to the extent necessary to meet the minimum lot size requirements of this zone, and no remaining property shall be aggregated which does not continue to meet minimum lot size requirements.

MEETING DATE: October 28, 1993

AGENDA NO: R-8

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Resolution Adopting Rules of Procedure for Board Meetings

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

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

REGULAR MEETING: Date Requested: October 28, 1993

Amount of Time Needed: 2 Minutes

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: Office of the Board Clerk TELEPHONE #: 248-3277

BLDG/ROOM #: 106/1510

PERSON(S) MAKING PRESENTATION: Deb Bogstad

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

RESOLUTION in the Matter of the Adoption of Rules of Procedure for the Conduct of Board Meetings and Repealing Prior Rules

10/29/93 copies to Commissioners, Staff, BOARD CLERK staff, County Counsel Larry KRESSEL, John Ruboy and Staff and copies for Board Room redistribution

1993 OCT 18 AM 10:04  
MULTI-DISTRICT COUNTY BOARD OF COUNTY COMMISSIONERS  
OREGON

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

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

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT

I. Purpose

To describe the information needed by the Board of County Commissioners for items submitted for agenda placement. Multnomah County Administrative Procedures #BCC-1 and #BCC-2 describe how to place items on the board agenda and how to format ordinances, resolutions, orders and proclamations. The following is the procedure for preparing staff reports to accompany each agenda item.

II. Preparation of Staff Reports

Staff reports are to be consistent with the following example. If one of the items is not applicable, do not leave it out, simply list as N/A. This report is a supplement to the Agenda Placement Form, it is not a substitute.

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TO: BOARD OF COUNTY COMMISSIONERS

FROM: Office of the Board Clerk

TODAY'S DATE: October 18, 1993

REQUESTED PLACEMENT DATE: October 28, 1993

RE: RESOLUTION Adopting Board Rules  
(Descriptive title using appropriate dates and wording such as Public Hearing, Resolution, Ordinance, etc.)

I. Recommendation/Action Requested:

(Concise listing or recommendation/action requested.)  
Approval and adoption of Resolution.

II. Background/Analysis:

(Explanation of the item. This section should be as detailed as necessary to provide the BCC with the information it needs to make a decision. Why does this item have to go to the Board? What has the Board already seen about this issue?)

III. Financial Impact: draft - to be more consistent with actual practice.

(Revenue/Expenditure? Address current and long term issues. Is it going to result in a budget modification? If so, what is the timeline? If it is a budget modification, what caused the need for change? Has the budget office been consulted? Detailed explanation.)

N/A

IV. Legal Issues:

Drafted pursuant to Chapter III, Section 3.50(1) of the Multnomah County Charter.  
(What are the legal issues? How do you know? Cite ORS, ordinance or administrative procedure if appropriate.)  
Consistent with public meeting laws. Reviewed by County Counsel, and edited.

V. Controversial Issues:

(Policy/Political)

N/A

VI. Link to Current County Policies:

(Consistent/Changes Needed)

Consistent with actual conduct of Board meetings. Clarification on procedures.

VII. Citizen Participation:

(What has been the degree of citizen involvement - Formal, i.e. task force or committee - Informal input? Do you anticipate citizen testimony at the board meeting?)

Compliance with Home Rule Charter provisions. Public testimony not anticipated.

VIII. Other Government Participation:

(Does it affect another jurisdiction/county department? Do they know about it?)

N/A Copies of the published Board Rules available at all Board meetings, for public and County departments. Draft sent to Board staff for review and suggestions.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Adoption ) RESOLUTION  
of Rules of Procedure for the ) 93-  
Conduct of Board Meetings and )  
Repealing Prior Rules )

WHEREAS Chapter III, Section 3.50(1) of the Multnomah County Home Rule Charter, as amended, provides that the Board adopt and publish rules for the conduct of its meetings; and

WHEREAS Resolution 91-13, the previously adopted and published rules, is in need of revision; now therefore

IT IS HEREBY RESOLVED that the Multnomah County Board of Commissioners adopts the following rules for the conduct of its meetings:

SECTION 1. ORGANIZATION

A. The Chair shall be the presiding officer at all Board meetings and shall have a vote on each matter before the Board. The Chair or Vice-Chair when presiding, shall not make or second motions unless the position is first relinquished for such purpose.

B. The Vice-Chair shall preside when the Chair is absent or incapacitated.

C. In the absence or incapacity of the Chair and Vice-Chair, the Commissioner senior in time of service shall become the temporary presiding officer.

D. The presiding officer shall sign all documents memorializing Board action following the meeting in which the action was taken.

SECTION 2. APPOINTMENT OF VICE-CHAIR

A. The Board shall appoint a Vice-Chair in numerical Commissioner District rotation at the first regular meeting of each calendar year. The Commissioner in rotation may refuse the position, in which case the position shall go to the Commissioner in the next numerical Commissioner District.

B. In the event of a vacancy in the Vice-Chair position, the Board shall appoint a Vice-Chair from the next numerical Commissioner District at the first regular meeting following the vacancy.

SECTION 3. MINUTES

A. A designate from the Chair's office shall make a record of all Board meetings.

B. Written minutes shall be prepared in accordance with the State of Oregon Public Meetings Law and such records shall be accessible to the public during regular office hours.

SECTION 4. MEETINGS

A. REGULAR MEETINGS, BOARD BRIEFINGS, WORK SESSIONS

1. All meetings shall be open to the public, with the exception of executive sessions.

2. Board meetings, briefings, work sessions and hearings will be conducted in room 602 of the Multnomah County Courthouse. The Board may conduct meetings at other locations upon notice thereof in the published agenda.

3. The Board shall meet on the second and fourth Tuesday of each month and at other times, as necessary, for the

purpose of deliberating on land use planning issues.

4. The Board shall meet each Thursday for the purpose of deliberating on County business. If a regular Thursday meeting falls on a legal holiday, the meeting shall be held prior to the holiday or at a later date, as determined by the Chair.

5. The Board may meet on the first and third Tuesday of the month, and other days as necessary, for the purpose of receiving briefings from staff and invited others. Board briefings and/or work sessions may be cancelled and/or combined with a regular or special meeting as determined by the Chair.

6. Any meeting of the Board may, by majority vote, be adjourned to any time or to another place, when it is deemed in the public interest.

B. SPECIAL MEETINGS

1. Special meetings may be called by the Chair or a majority of the Board. The notice of the special meeting shall include an agenda of items to be considered. The notice shall be delivered to each Commissioner personally, if available, or delivered to the Commissioner's office and/or residence, at least 24 hours before such meeting.

2. Board action taken at a special meeting, except adoption of an emergency ordinance, shall not have effect after the next regular meeting, unless the action is ratified at the meeting.

C. EXECUTIVE SESSIONS

1. The Board may meet in executive session as provided by Oregon Revised Statutes. At the commencement of an executive

session, the statutory authority for it shall be stated.

2. The Board may require that representatives of the news media attending an executive session not disclose specified information pertaining to the subject of the executive session.

SECTION 5. NOTICE AND AGENDA

A. Notice stating the time and place of all meetings and containing an agenda shall be posted in a conspicuous location on the first floor of the Multnomah County Courthouse.

1. Notice shall be posted at least 72 hours before a regular meeting.

2. Notice shall be posted at least 24 hours before a special meeting.

B. The Chair shall supervise preparation of the agenda.

SECTION 6. AGENDA PLACEMENT

Agenda placements for briefings, ordinances, resolutions, orders and other items presented for Board deliberations shall be submitted as prescribed in the Multnomah County Administrative Procedures Manual.

SECTION 7. UNANIMOUS CONSENT

The Board may act on an item not on the printed agenda if,

1. At least three members vote in favor of a finding that an emergency requires the action, and

2. All members present vote in favor of the action.

SECTION 8. ATTENDANCE, QUORUM

A. Commissioners shall provide written notification to each other and the clerk, of all anticipated absences from Board meetings.

B. A quorum consists of three Commissioners.

C. In the event of an emergency, fewer than a quorum may meet and compel the attendance of absent members by Sheriff's escort.

SECTION 9. VOTING

A. A Board member who cannot be physically present at a meeting may attend and participate by voice vote by means of telephonic communication. Except in the case of executive sessions, the public shall be provided a place to listen to the communication.

B. When a potential conflict of interest arises with respect to a matter pending before the Board, the affected Board member shall publicly announce the nature of the potential conflict prior to taking action.

C. Upon a motion and second, the presiding officer shall request discussion and/or public testimony. Upon conclusion of the discussion and/or public testimony, the presiding officer shall state the motion before the Board, call for the vote and announce the results of said vote.

D. Once debate on a question or an amendment is concluded, the presiding officer shall call for a vote. During the vote, no further debate or discussion shall be permitted, but the presiding officer shall permit the maker of the motion to withdraw it to allow such debate or discussion.

E. Voting shall be expressed by Board members stating aye, no, or abstain, by voice vote. Roll call vote shall be conducted if requested by the presiding officer or a Board member.

F. In the case of a tie on a main motion or an amendment which carries the main motion, the motion shall be considered to have failed.

G. Regular meeting agendas include a consent calendar consisting of items of a routine nature, such as annual renewals and/or amendments to existing intergovernmental agreements, auto wrecker and liquor license renewals, citizen appointments to advisory boards, resolutions authorizing designees of the mental health program to direct a peace officer to take an allegedly mentally ill person into custody, and/or transfers of unclaimed property and other routine matters as determined by the Chair. The consent calendar may be approved by a single motion, second and vote of the Board.

H. Agenda items may be taken out of order at the discretion of the presiding officer. Upon request of a Board member, consent calendar items may be moved to the regular agenda for discussion prior to voting.

#### SECTION 10. PUBLIC TESTIMONY

A. In order to facilitate decision making and public participation at meetings, the presiding officer may limit the amount of public testimony time concerning items before the Board.

B. To assist persons wishing to testify at Board meetings, the clerk shall make sign-up cards available. Persons shall be called to testify in the order the cards are submitted to the clerk, unless otherwise recognized by the presiding officer.

C. The presiding officer is responsible for preserving

order and decorum at meetings. A person creating a disturbance or otherwise obstructing the orderly process of County business may be ejected from the meeting at the discretion of the presiding officer.

SECTION 11. ORDINANCES

A. Proposed ordinances shall be prepared and submitted for inclusion in the posted agenda as prescribed in the Multnomah County Administrative Procedures Manual.

B. Except for an ordinance containing an emergency clause, a proposed ordinance shall be read during regular Board meetings on two different days, at least six days apart.

C. A proposed ordinance may be read by title only, upon notification that copies of the complete ordinance are available to the public at the meeting.

D. A motion to move a proposed ordinance to its second reading requires the affirmative concurrence of at least three members of the Board. Unless a later date is provided by the Board, upon passage of the motion, the presiding officer shall announce the second reading is scheduled for the next regular meeting, which shall be at least six days from passage of the motion.

E. No change or amendment to a proposed ordinance that has been placed on the agenda shall be made, except by approval of a majority of the Board during the public hearing of the ordinance. If the Board approves a change which materially affects a proposed ordinance on the final reading, an additional reading of the amended ordinance shall be held.

F. A non-emergency ordinance shall take effect 30 days

following Board approval unless the ordinance prescribes a later effective date or the ordinance is referred to the voters.

G. A proposed ordinance containing an emergency clause may be introduced, read once and put on its final passage at a single meeting upon unanimous consent of all Board members present. If the Board votes in favor of passage at the first reading but the vote is not unanimous, the proposed ordinance may be scheduled for a second reading and may at that reading be approved as a non-emergency ordinance by majority vote.

H. A proposed ordinance containing an emergency clause shall take effect immediately upon passage.

I. A proposed ordinance which fails may be resubmitted as prescribed in the Multnomah County Administrative Procedures Manual.

#### SECTION 12. APPLICATION OF RULES TO OTHER MATTERS

The Multnomah County Board of Commissioners is the governing body for Dunthorpe-Riverdale Sanitary Service District No. 1 and the Mid-County Street Lighting Service District No. 14. The Board also sits as the Multnomah County Budget Committee and the Public Contract Review Board. The rules adopted herein shall be applicable to the conduct of proceedings of the aforementioned entities.

#### SECTION 13. MISCELLANEOUS

A. Any procedural matter not covered by these rules shall be determined pursuant to the most recent edition of Roberts Rules of Order Newly Revised.

B. Copies of the published Board Rules shall be available to the public at all meetings of the Board.

SECTION 14. ADOPTION

These rules repeal and supercede the rules adopted February 7, 1991 and become effective immediately upon Board adoption.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

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

By \_\_\_\_\_  
Laurence Kressel

0100C/10-18/db  
10/18/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Adoption )  
of Rules of Procedure for the ) RESOLUTION  
Conduct of Board Meetings ) 91-13  
and Repealing Prior Rules )

WHEREAS the Multnomah County Home Rule Charter as amended provides that the Board adopt and publish rules for the conduct of its meetings; and

WHEREAS the previously adopted and published rules are in need of revision; now therefore

IT IS HEREBY RESOLVED that the Multnomah County Board of Commissioners adopts the following rules for the conduct of its meetings:

Section 1. Organization

A. The Chair shall be the presiding officer at all Board meetings and shall have a vote on each matter before the Board. The Chair or Vice-Chair when presiding shall not make or second motions unless the position is first relinquished for such purpose.

B. The Vice-Chair shall preside when the Chair is absent or incapacitated.

C. In the absence or incapacity of the Chair and Vice-Chair, the Commissioner senior in time of service shall become the temporary presiding officer.

D. The presiding officer shall sign all documents memorializing Board action following the meeting in which the action was taken.

Section 2. Election of Vice-Chair

A. The Board shall elect a Vice-Chair in numerical Commissioner District rotation at the first regular meeting of each calendar year. The Commissioner in rotation may refuse the position, in which case the position shall go to the Commissioner in the next numerical Commissioner District.

B. In the event of a vacancy in the Vice-Chair position, the Board shall elect a Vice-Chair from the next numerical Commissioner District at the first regular meeting following the vacancy.

Section 3. Minutes

A. A designate from the Chair's Office shall be present and shall make a record of all Board meetings.

B. Written minutes of all meetings shall be prepared in accordance with the State of Oregon Attorney General's Public Records and Meetings Manual and such records shall be accessible to the public during regular office hours.

Section 4. Meetings

A. Regular Meetings

1. The Board shall meet on the fourth Tuesday of each month and other days as necessary, for the purpose of deciding or deliberating on land use planning items.

2. The Board shall meet each Thursday for the purpose of deciding or deliberating on other County business.

3. The Board may schedule meetings on other days as deemed appropriate.

4. The Board may conduct meetings and hearings at locations other than the courthouse when it determines that the public interest is best served thereby and notice thereof is given in the posted agenda.

5. If the date of a regular meeting is a legal holiday, such meeting shall be held prior to the holiday or continued to the next regular meeting day as determined by the Chair.

6. All meetings shall be open to the public except when the Board conducts its affairs in executive session pursuant to State law.

7. Any meeting of the Board may, by majority vote, be adjourned to any time or to another place when it is deemed in the interest of County business.

#### B. Board Briefings/Work Sessions

1. Board briefings and/or work sessions shall be held in Room 602 of the Multnomah County Courthouse each Tuesday and other days as necessary, for the purpose of receiving briefings from staff and invited others on issues not requiring formal legislative action of the Board, and for previewing the agenda of the next regular meeting.

2. Board briefings and/or work sessions may be cancelled and/or combined with a regular or special meeting as determined by the Chair.

#### C. Special Meetings

1. Special meetings may be called by the Chair or a majority of the Board upon proper notice which shall include an

agenda of items to be considered. The notice shall be delivered to each Commissioner personally, if available, or delivered to the Commissioner's courthouse office and residence, at least 24 hours before such meeting.

2. Board action taken at a special meeting, except adoption of an emergency ordinance, shall not have effect after the next regular Board meeting unless such action is ratified at the meeting.

#### Section 5. Notice and Agenda

A. Notice stating the time and place of all meetings and containing an agenda shall be posted in a conspicuous location on the first floor of the Multnomah County Courthouse.

1. Notice shall be posted at least 72 hours before a regularly scheduled meeting.

2. Notice shall be posted at least 24 hours before a special meeting.

B. The Chair shall supervise preparation of the agenda.

C. Agenda items may be taken out of order at the discretion of the presiding officer.

#### Section 6. Agenda Placement/Removal

A. Agenda placements shall be submitted as prescribed in the Multnomah County Administrative Procedures Manual.

B. Removal of an item from the printed agenda shall require filing a written request to the Chair 24 hours before the meeting.

C. Upon receipt of a request for removal the Chair shall submit written notification to the Board.

D. The affirmative concurrence of at least three members is required to remove an item from the agenda.

E. The Chair may change agenda submittal deadlines.

#### Section 7. Unanimous Consent

The Board may act on an item not on the agenda if, at a meeting:

1. At least three members vote in favor of a finding that an emergency requires the action; and

2. All members present vote in favor of the action.

#### Section 8. Attendance, Quorum and Voting

A. Commissioners shall inform the Chair of anticipated absences from any Board meetings.

B. Commissioners absent to conduct County business shall be identified in the Board minutes as excused.

C. A Board member who cannot be physically present at a meeting for emergency reasons may attend in order to vote on a specific motion by means of telephonic communication as long as the requirements of State law are satisfied.

D. A quorum consists of three Commissioners.

E. In the event of an emergency, fewer than a quorum may meet and compel the attendance of absent members.

F. When a potential conflict of interest arises with respect to a matter pending before the Board, a Board member shall publicly announce the nature of the potential conflict prior to taking any action thereon pursuant to State law.

G. Voting shall be expressed by Board members stating "aye", "no" or "abstain", by voice or roll call vote.

H. Following a voice vote and upon request by a member, a roll call vote shall be taken.

I. Upon a motion and second, the presiding officer shall state the question before the Board, call for the vote and announce the results of said vote.

J. In the case of a tie on a main motion or an adhering amendment which carries the main motion, the motion shall be considered to have failed.

K. A motion to reconsider an item may be made only by a member who voted with the majority on the question. The motion to reconsider must receive a second and the affirmative vote of at least three members. The motion must specify the meeting date of such reconsideration. Such motion is privileged and must be made at the same meeting at which the question was determined. All persons appearing of record before the Board upon such item shall be notified of the date and time of the meeting at which the item is to be reconsidered.

L. An agenda for a regular meeting shall include a "consent calendar" consisting of one or more items of a routine nature, such as appointments to advisory boards and other routine matters. The "consent calendar" may be approved by a single motion, second and vote of the Board unless otherwise provided at the meeting.

#### Section 9. Public Testimony/Hearings

A. The presiding officer may limit the amount of time and the number of appearances made concerning an item before the Board.

B. Persons wishing to testify may be identified by submitting a sign-up card or being otherwise recognized by the presiding officer.

C. The Board may determine rules for the conduct of public hearings as announced at the commencement of each hearing.

D. The presiding officer is responsible for preserving order and decorum at meetings. A person creating a disturbance or otherwise obstructing the orderly process of County business may be ejected from the meeting at the discretion of the presiding officer.

#### Section 10. County Service Districts

The rules adopted herein shall be applicable to the conduct of proceedings of the Board acting as the governing body of all County service districts.

#### Section 11. Ordinances

A. Proposed ordinances shall be prepared and submitted for inclusion in the posted agenda as prescribed in the Multnomah County Administrative Procedures Manual. No change or alteration of an ordinance as submitted for inclusion on the agenda shall be made, except by approval of a majority of the Board during the public hearing on the ordinance.

B. Except for emergency ordinances, proposed ordinances shall be read during regular meetings of the Board on two different days at least six days apart.

C. Upon Board direction a proposed ordinance may be read by title only if copies are available for those persons wishing same.

D. A public hearing shall immediately follow a motion and second for approval of each reading of a proposed ordinance.

E. Passage of a motion to approve a first reading of a proposed ordinance shall automatically be deemed to schedule the second reading for the next regular meeting satisfying section 12B of these rules, unless a later date is provided by the Board.

F. A motion to move a proposed ordinance to its second reading requires the affirmative concurrence of at least three members of the Board.

G. If the Board approves a change which substantively affects a proposed ordinance on the final reading, an additional reading of the amended ordinance shall be held.

H. A nonemergency ordinance shall take effect 30 days after Board approval unless:

1. The ordinance prescribes a later effective date; or

2. The ordinance is referred to the voters.

I. A proposed emergency ordinance may be introduced, read once and put on its final passage at a single meeting upon unanimous consent of all Board members present. If the Board vote in favor of passage at the first reading is not unanimous, the ordinance shall be scheduled for a second reading and may at that reading be approved by majority vote.

J. An emergency ordinance may take effect immediately upon being signed by the Chair.

K. A proposed ordinance which fails may be resubmitted as prescribed in the Multnomah County Administrative Procedures

Manual.

Section 12. Miscellaneous

Any procedural matter not covered by these rules shall be determined pursuant to "Robert's Rules of Order Newly Revised".

Section 13. Adoption

These rules repeal and supercede the rules adopted January 8, 1987 and become effective immediately upon Board adoption. Copies of the published Board Rules shall be available at all meetings.

DATED THIS 7<sup>TH</sup> day of FEBRUARY, 1991.

MULTNOMAH COUNTY, OREGON

By bl  
Gladys McCoy, County Chair

REVIEWED:

bl  
Laurence Kressel, County Counsel



1 SECTION 2. APPOINTMENT OF VICE-CHAIR

2 A. The Board shall appoint a Vice-Chair in numerical  
3 Commissioner District rotation at the first regular meeting of each  
4 calendar year. The Commissioner in rotation may refuse the  
5 position, in which case the position shall go to the Commissioner in  
6 the next numerical Commissioner District.

7 B. In the event of a vacancy in the Vice-Chair position,  
8 the Board shall appoint a Vice-Chair from the next numerical  
9 Commissioner District at the first regular meeting following the  
10 vacancy.

11 SECTION 3. MINUTES

12 A. A designate from the Chair's office shall make a record  
13 of all Board meetings.

14 B. Written minutes shall be prepared in accordance with the  
15 State of Oregon Public Meetings Law and such records shall be  
16 accessible to the public during regular office hours.

17 SECTION 4. MEETINGS

18 A. REGULAR MEETINGS, BOARD BRIEFINGS, WORK SESSIONS

19 1. All meetings shall be open to the public, with the  
20 exception of executive sessions.

21 2. Board meetings, briefings, work sessions and  
22 hearings will be conducted in room 602 of the Multnomah County  
23 Courthouse. The Board may conduct meetings at other locations upon  
24 notice thereof in the published agenda.

25 3. The Board shall meet on the second and fourth  
26 Tuesday of each month and at other times, as necessary, for the

1 purpose of deliberating on land use planning issues.

2           4. The Board shall meet each Thursday for the purpose  
3 of deliberating on County business. If a regular Thursday meeting  
4 falls on a legal holiday, the meeting shall be held prior to the  
5 holiday or at a later date, as determined by the Chair.

6           5. The Board may meet on the first and third Tuesday  
7 of the month, and other days as necessary, for the purpose of  
8 receiving briefings from staff and invited others. Board briefings  
9 and/or work sessions may be cancelled and/or combined with a regular  
10 or special meeting as determined by the Chair.

11           6. Any meeting of the Board may, by majority vote, be  
12 adjourned to any time or to another place, when it is deemed in the  
13 public interest.

14           B. SPECIAL MEETINGS

15           1. Special meetings may be called by the Chair or a  
16 majority of the Board. The notice of the special meeting shall  
17 include an agenda of items to be considered. The notice shall be  
18 delivered to each Commissioner personally, if available, or  
19 delivered to the Commissioner's office and/or residence, at least 24  
20 hours before such meeting.

21           2. Board action taken at a special meeting, except  
22 adoption of an emergency ordinance, shall not have effect after the  
23 next regular meeting, unless the action is ratified at the meeting.

24           C. EXECUTIVE SESSIONS

25           1. The Board may meet in executive session as provided  
26 by Oregon Revised Statutes. At the commencement of an executive

1 session, the statutory authority for it shall be stated.

2           2. The Board may require that representatives of the  
3 news media attending an executive session not disclose specified  
4 information pertaining to the subject of the executive session.

5 SECTION 5. NOTICE AND AGENDA

6           A. Notice stating the time and place of all meetings and  
7 containing an agenda shall be posted in a conspicuous location on  
8 the first floor of the Multnomah County Courthouse.

9           1. Notice shall be posted at least 72 hours before a  
10 regular meeting.

11           2. Notice shall be posted at least 24 hours before a  
12 special meeting.

13           B. The Chair shall supervise preparation of the agenda.

14 SECTION 6. AGENDA PLACEMENT

15           Agenda placements for briefings, ordinances, resolutions,  
16 orders and other items presented for Board deliberations shall be  
17 submitted as prescribed in the Multnomah County Administrative  
18 Procedures Manual.

19 SECTION 7. UNANIMOUS CONSENT

20           The Board may act on an item not on the printed agenda if,

21           1. At least three members vote in favor of a finding  
22 that an emergency requires the action, and

23           2. All members present vote in favor of the action.

24 SECTION 8. ATTENDANCE, QUORUM

25           A. Commissioners shall provide written notification to each  
26 other and the clerk, of all anticipated absences from Board meetings.

1           B.    A quorum consists of three Commissioners.

2           C.    In the event of an emergency, fewer than a quorum may  
3 meet and compel the attendance of absent members by Sheriff's escort.

4 SECTION 9. VOTING

5           A.    A Board member who cannot be physically present at a  
6 meeting may attend and participate by voice vote by means of  
7 telephonic communication. Except in the case of executive sessions,  
8 the public shall be provided a place to listen to the communication.

9           B.    When a potential conflict of interest arises with  
10 respect to a matter pending before the Board, the affected Board  
11 member shall publicly announce the nature of the potential conflict  
12 prior to taking action.

13           C.    Upon a motion and second, the presiding officer shall  
14 request discussion and/or public testimony. Upon conclusion of the  
15 discussion and/or public testimony, the presiding officer shall  
16 state the motion before the Board, call for the vote and announce  
17 the results of said vote.

18           D.    Once debate on a question or an amendment is concluded,  
19 the presiding officer shall call for a vote. During the vote, no  
20 further debate or discussion shall be permitted, but the presiding  
21 officer shall permit the maker of the motion to withdraw it to allow  
22 such debate or discussion.

23           E.    Voting shall be expressed by Board members stating aye,  
24 no, or abstain, by voice vote. Roll call vote shall be conducted if  
25 requested by the presiding officer or a Board member.

26

1 F. In the case of a tie on a main motion or an amendment  
2 which carries the main motion, the motion shall be considered to  
3 have failed.

4 G. Regular meeting agendas include a consent calendar  
5 consisting of items of a routine nature, such as annual renewals  
6 and/or amendments to existing intergovernmental agreements, auto  
7 wrecker and liquor license renewals, citizen appointments to  
8 advisory boards, resolutions authorizing designees of the mental  
9 health program to direct a peace officer to take an allegedly  
10 mentally ill person into custody, and/or transfers of unclaimed  
11 property and other routine matters as determined by the Chair. The  
12 consent calendar may be approved by a single motion, second and vote  
13 of the Board.

14 H. Agenda items may be taken out of order at the discretion  
15 of the presiding officer. Upon request of a Board member, consent  
16 calendar items may be moved to the regular agenda for discussion  
17 prior to voting.

18 SECTION 10. PUBLIC TESTIMONY

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20 participation at meetings, the presiding officer may limit the  
21 amount of public testimony time concerning items before the Board.

22 B. To assist persons wishing to testify at Board meetings,  
23 the clerk shall make sign-up cards available. Persons shall be  
24 called to testify in the order the cards are submitted to the clerk,  
25 unless otherwise recognized by the presiding officer.

26 C. The presiding officer is responsible for preserving

1 order and decorum at meetings. A person creating a disturbance or  
2 otherwise obstructing the orderly process of County business may be  
3 ejected from the meeting at the discretion of the presiding officer.

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5 A. Proposed ordinances shall be prepared and submitted for  
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7 Administrative Procedures Manual.

8 B. Except for an ordinance containing an emergency clause,  
9 a proposed ordinance shall be read during regular Board meetings on  
10 two different days, at least six days apart.

11 C. A proposed ordinance may be read by title only, upon  
12 notification that copies of the complete ordinance are available to  
13 the public at the meeting.

14 D. A motion to move a proposed ordinance to its second  
15 reading requires the affirmative concurrence of at least three  
16 members of the Board. Unless a later date is provided by the Board,  
17 upon passage of the motion, the presiding officer shall announce the  
18 second reading is scheduled for the next regular meeting, which  
19 shall be at least six days from passage of the motion.

20 E. No change or amendment to a proposed ordinance that has  
21 been placed on the agenda shall be made, except by approval of a  
22 majority of the Board during the public hearing of the ordinance.  
23 If the Board approves a change which materially affects a proposed  
24 ordinance on the final reading, an additional reading of the amended  
25 ordinance shall be held.

26 F. A non-emergency ordinance shall take effect 30 days

1 following Board approval unless the ordinance prescribes a later  
2 effective date or the ordinance is referred to the voters.

3 G. A proposed ordinance containing an emergency clause may  
4 be introduced, read once and put on its final passage at a single  
5 meeting upon unanimous consent of all Board members present. If the  
6 Board votes in favor of passage at the first reading but the vote is  
7 not unanimous, the proposed ordinance may be scheduled for a second  
8 reading and may at that reading be approved as a non-emergency  
9 ordinance by majority vote.

10 H. A proposed ordinance containing an emergency clause  
11 shall take effect immediately upon passage.

12 I. A proposed ordinance which fails may be resubmitted as  
13 prescribed in the Multnomah County Administrative Procedures Manual.

14 SECTION 12. APPLICATION OF RULES TO OTHER MATTERS

15 The Multnomah County Board of Commissioners is the governing  
16 body for Dunthorpe-Riverdale Sanitary Service District No. 1 and the  
17 Mid-County Street Lighting Service District No. 14. The Board also  
18 sits as the Multnomah County Budget Committee and the Public  
19 Contract Review Board. The rules adopted herein shall be applicable  
20 to the conduct of proceedings of the aforementioned entities.

21 SECTION 13. MISCELLANEOUS

22 A. Any procedural matter not covered by these rules shall  
23 be determined pursuant to the most recent edition of Roberts Rules  
24 of Order Newly Revised.

25 B. Copies of the published Board Rules shall be available  
26 to the public at all meetings of the Board.

1 SECTION 14. ADOPTION

2           These rules repeal and supercede the rules adopted February  
3 7, 1991 and become effective immediately upon Board adoption.

4           DATED this 28th day of October, 1993.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

11 REVIEWED:  
12 LAURENCE KRESSEL, COUNTY COUNSEL  
13 FOR MULTNOMAH COUNTY, OREGON

14 By *Laurence Kressel*  
\_\_\_\_\_  
Laurence Kressel

25 0100C/10-18/db  
10/18/93

MEETING DATE: OCT 28 1993

AGENDA NO: R-9 thru R-28

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: General Fund Contingency Requests

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: October 21, 1993

Amount of Time Needed: an hour

DEPARTMENT: Nondepartmental DIVISION: Planning and Budget

CONTACT: Dave Warren TELEPHONE #: 248-3822  
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Dave Warren and Departments' staff

**ACTION REQUESTED:**

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

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

*Twenty budget modifications transferring appropriations from General Fund Contingency have been requested for Board review. The attached memorandum lists the Budget Modifications and indicates whether they meet the Board's criteria for contingency use.*

**SIGNATURES REQUIRED:**

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

*Beverly Stein* (handwritten signature)

OR

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

BOARD OF  
COUNTY COMMISSIONERS  
1993 OCT 18 AM 10:46  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# MULTNOMAH COUNTY, OREGON

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BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN  
DAN SALTZMAN  
GARY HANSEN  
TANYA COLLIER  
SHARRON KELLEY

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

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TO: Board of County Commissioners  
FROM: Dave Warren, Budget Manager *DCW*  
DATE: October 15, 1993  
SUBJECT: CONTINGENCY REQUESTS --Quarter Ending 9/30/93

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## Board Guidelines

Since 1982, the Board of Commissioners has applied guidelines to Contingency requests. The current guidelines date from April 1992. The language approved by the Board follows.

The Board will use the following guidelines in considering requests for funding from the Contingency Account:

- 1). Approve no contingency requests for purposes other than a "one-time-only" allocation.
  - 2). Fund any costs related to labor contract settlements that exceed the budgeted reserves for that purpose with reductions in base-line budgets or increases in continuing revenues.
  - 3). Limit contingency funding to the following:
    - (a). Emergency situations which, if left unattended, will jeopardize the health and safety of the community, OR
    - (b). Unanticipated expenditures that are necessary to keep a previous public commitment or fulfill a legislative mandate or can be demonstrated to result in significant administrative or programmatic efficiencies, OR
    - (c). Expenditures covered by unanticipated revenues not classifiable as grants.
- AND
- (d). Expenditures cannot be accommodated by the existing departmental budget, and
  - (e). The expenditure is consistent with the existing departmental work plan.

This is a brief descriptive list of the contingency requests for the Board to consider on October 21, 1993.

## HEALTH DEPARTMENT

Health 2 -- Extend to full year the funding for two primary care medical teams 222,065

The Health Department cut these two teams as part of the Executive Budget. In June, it became clear that Tom Fronk had negotiated a retroactive payment from State Medicaid of about \$575,000. Health asked for restoration of the teams. The Board authorized \$285,000 for the teams. The Board asked Health to return for further review of this request when we knew what the Legislature did about Community Corrections and courthouse security.

This Bud Mod will extend authorization for the teams through the end of the fiscal year. Not approving it will cause Health to terminate the teams in January.

The Board asked the Department to return with this request. The Board wanted to consider funding the teams with the ongoing revenue reserved in Contingency pending decisions by the State Legislature, therefore, **this request meets the Board's criteria for contingency requests.**

Non 1 -- Pick up with County contribution the Outside-In Needle Exchange program 25,000

In July, Outside-In asked the County to pick up the needle exchange program that the Federal government had decided not to continue. The City of Portland has authorized payment of \$10,000 to support the program. The Board agreed that Health should pay for the program, but did not increase the Health Department's appropriations. The Board directed that the request be returned for consideration when we knew what the Legislature did about Community Corrections and courthouse security.

Because the Board asked the Department to return with this request, **this request meets the Board's criteria for contingency use.**

## SOCIAL SERVICES

DSS 9 -- Adds 5.2 Juvenile Groupworkers (including an exercise specialist) to Juvenile for the remainder of this fiscal year. 155,441

The design of the new juvenile detention building separates admissions from detention. The locks in the new facility are controlled electronically from a control center. This center must operate 24 hours a day.

Dr. Frankel, the consultant chosen to evaluate and correct the nutritional issues at the facility, recommended the exercise specialist. Although there is no legal requirement under the consent decree to provide this service, physical exercise was a consideration in the decree and could be grounds for further litigation.

This request, although necessary to continue full operation of JDH, is an ongoing program cost and was not unanticipated. The requirements bringing it before the Board result from decisions about the construction schedule that took place after the 1993-94 Budget was complete. **It does not meet the Board's criteria for contingency requests.**

DSS 10 -- Adds contribution to PIC for employment training program 33,000

This request for \$33,000 is to support employment training services at PIC for juveniles who do not meet the income eligibility requirements of PIC funding. At the time the budget was adopted,

At the time the Board adopted the budget they believed that this program would have three funding sources,

- \$20,000 from us (appropriated),
- about \$30,000 from Portland,
- and ±\$30,000 from the State.

The \$33,000 PIC expected from the State is going to Juvenile as a grant to pay for staffing the "Disproportionate Minority Confinement Project" at CYSC's recommendation (R-5 on the 9/30 Board agenda). That puts the whole project at PIC in jeopardy. The Budget Modification is to keep the education and employment training project alive as a substitute for a \$105,000 cut from the Executive Budget for employment training at Juvenile.

**Because the Board has made a previous commitment to the project, and the full County cost was unanticipated, this request meets the Board's criteria for contingency requests.** However, it is an ongoing expenditure and will require further review as part of the 1994-95 process.

DSS 11 -- Adds \$63,000 to cover tenant improvements in the Tabor Square Building 63,000

The payment is to cover ADA requirements and seismic requirements in the Tabor Square building.

**As an unanticipated expenditure necessary to continue the operation of the program, this request meets the Board's criteria for contingency requests.**

DSS 12 -- Adds \$34,645 for Hooper COLA, workers comp, and medical supplies 34,645

The Board directed that this request be brought back when we knew what the Legislature did about Community Corrections and courthouse security and we knew about potential additions to State beer and wine taxes.

Because the Board asked the Department to return with this request, **this request meets the Board's criteria for contingency transfers.**

DSS 13 -- Adds resources to centralize and coordinate the screening process for medicaid eligible children. 30,190

The waiting list for CAMH clients is over 120 days. This time frame is long enough that Legal Aid has threatened to sue the County. The proposal is for one-time resources to revise the screening process. Mental Health expects that by next year the revised system will be in place and the additional 1.3 staff will not be required.

Because the request is for a one-time-only allocation and appears to be necessary to meet a legal mandate, **it meets the Board's criteria for contingency requests.**

**DISTRICT ATTORNEY**

DA 1 -- adds a neighborhood prosecutor (3 mo.) and clerical for Gresham 61,841

The DA requested this as an add package during the Executive Budget process. It appears likely that Gresham will pick up the cost of the Deputy DA in January. The DA plans to pay for the clerical staff, a Legal Assistant, for the balance of 93-94.

The request is not to cover an unanticipated expenditure. **It does not meet the Board's criteria for contingency requests.**

DA 2. -- COLA for Deputy DA's 120,350

The contingency account provides for wage settlements not negotiated at the time the budget was adopted. This is \$30,844 less than the wage setaside for the bargaining unit. **It meets the criteria for contingency requests.**

DA 3. -- Adds start up costs to locate DA's in the Multi-Disciplinary Child Abuse Team with the balance of the task force. 14,568

As an unanticipated one-time-only cost of meeting the Board's prior commitment to participate in the Multi-Disciplinary Child Abuse Team, **the request meets the Board's criteria for contingency requests.**

DA 4. Adds radios and pass-through to NCDA and NDAA. Notes increased witness fees. 14,310

The proposed expenditures are offset by additional revenue. Consequently, **the request meets the Board's criteria for contingency requests.**

The request also records additional witness fee revenue of \$57,696.

**SHERIFF**

MCSO 4 -- Adds contribution to the Police Athletic League for an Assistant Program Manager position 44,690

In July, the Sheriff asked the County to pick up this cost so that the new Gresham PAL project could continue. The Board agreed that the Sheriff should pay for the program, but did not increase the Sheriff's appropriations. The Board directed that the request be returned for consideration when we had greater certainty about what the Legislature did about Community Corrections and courthouse security.

Because the Board asked the Department to return with this request so that it could be considered for funding with the ongoing revenue reserved in Contingency pending decisions by the State Legislature, **this request meets the Board's criteria for contingency requests.**

MCSO 5 -- Adds COLA for Corrections Officers 1,270,584

The contingency account provides for wage settlements not negotiated at the time the budget was adopted. This is \$58,302 more than the wage setaside for the bargaining unit. **It meets the Board's criteria for contingency requests.**

MCSO 6 -- Adds County support for a Community Svc Officer at David Douglas Safety Action Team 45,072

David Douglas is willing to subsidize this to the amount of \$18,000. The net cost is \$27,072.

The program is an ongoing expansion of the County contribution to the David Douglas Safety Action Team. It will replace Housing Authority of Portland support with General Fund support. **It does not meet the Board's criteria for contingency requests.**

MCSO 7 -- Reclassification of two employees 11,487

Reclassifications are not usual contingency requests. They are ongoing additional costs. **This request does not meet the Board's criteria for contingency requests.**

MCSO 8 -- Adds 2 Court Services Deputies at JDH 71,108

Changes in the construction schedule at JDH have resulted in a requirement for transporting prisoners from the detention area to and from courtrooms. Juvenile Justice has requested that these movements within the building be handled by the Sheriff.

The request is an ongoing expansion of Sheriff's Office services. Although it may be necessary for the operation of Juvenile, **it does not meet the Board's criteria for contingency requests.**

MCSO 9 -- Word Processing equipment 15,000

ROCN will buy \$15,000 of services from the Sheriff's Word Processing unit. The proposal is to buy equipment with this revenue. The revenue is not dedicated to this purpose.

The contingency criteria include allowance for expenditures based on unanticipated revenue that cannot be appropriated as a grant. The ROCN reimbursement is clearly not dedicated and therefore not classifiable as a grant. **Consequently, the request meets the Board's criteria for contingency requests.**

#### NONDEPARTMENTAL

Nond 4 -- Adds \$15,600 to the Chair's Office for supplies and equipment 15,600

At the time the budget was adopted, no provision was made for transition costs from the former Chair's Office to the new Chair. The Chair's Office had to pay \$15,600 of accrued vacation to terminated employees. This payment was unbudgeted, and used up any potential salary savings that could have been transferred to cover materials costs.

This request is for a one time only allocation and will permit the operation of the Chair's Office. **It meets the Board's criteria for contingency requests.**

Nond 5 -- Adds \$7,798 to dues for AOC. 7,798

AOC did not inform us of the dues amount until after the budget was adopted. As an unanticipated expenditure to keep the County active in AOC, **the request meets the Board's criteria for contingency requests.**

Contingency Requests -- Quarter ending 9/30/93  
October 15, 1993

Nond 7 -- Adds \$50,000 to Purchasing as the County contribution to a joint MBE / WBE disparity study with Portland. 50,000

The Board agreed to participate in the project on September 2, 1993. This modification authorizes the transfer to Purchasing of the first year's amount. As an unanticipated expenditure to keep a previous public commitment by the Board, **this item meets the Board's criteria for contingency requests.**

BUDGET MODIFICATION NO.

Health 2

(For Clerk's Use) Meeting Date OCT 28 1993

Agenda No. R-9

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

(Date)

DEPARTMENT Health

DIVISION Primary care

CONTACT Tom Fronk

TELEPHONE -2808

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

SUGGESTED

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

**Extends funding for two Primary Care medical teams from 1/2 year to full year funding**

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

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

Personnel changes are shown in detail on the attached sheet

During the 1993/94 budget process, the Board of County Commissioners cut two Primary Care teams. The Board restored 6 months of funding for the teams when the budget was adopted. At that time, the Board asked the Health Department to return after July 1st to request contingency funds to continue the teams for the second half of the year.

There continues to be a need for preventive and acute care services for clients in the Northeast and Southeast Portland. Therefore, it is necessary to maintain primary care capacity.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

BOARD OF  
COUNTY COMMISSIONERS  
1993 OCT 18 AM 10:46  
MULTNOMAH COUNTY  
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

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

(\$222,065)

Date

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

Originated By _____	Date _____	Department Director _____	Date _____
Plan/Budget Analyst <u>[Signature]</u>	Date <u>10/18/93</u>	Employee Services _____	Date _____
Board Approval <u>[Signature]</u>	Date <u>10/28/93</u>		



Proposed By: Billi Odegaard

Fund:

Budget Pages:

Description:

**Personnel Changes:**

Job Title	FTE	Base	Fringe	Insurance	Total
Nurse Practitioner	0.95	46,868	12,681	3,958	63,507
Physician					
Community Health Nurse	0.50	19,608	5,283	1,708	26,598
Health Assistant	1.00	19,398	2,922	1,178	23,498
Health Assistant	0.50	9,588	2,583	2,549	14,720
Office Assistant 2	1.00	19,368	5,219	4,965	29,552
Lab Technician	0.10	2,432	656	300	3,388
		117,262	29,344	14,658	161,263

**Revenue Impact:**

Increase Cash Transfer to FS Fund by: 250,201

Fund	Agency	Org	Obj/Rev	Change	Notes
100	015	0720	5100	117,262	Permanent
			5,200	4,492	
			5500	29,344	Fringe
			5500	14,658	Insurance
				165,756	Subtotal, Personnel
			6550	19,756	Pharmaceuticals
			6110	36,554	Health Source specialty referrals
			7100	28,135	Indirect
				84,445	Subtotal, Materials and Svcs
				250,201	TOTAL PRIMARY CARE
100	015	0700	7608	250,201	Cash Transfer
156	015	0705	7601	250,201	General Fund Support
100			6602	28,135	Service Reimbursement from FS

Effect on General Fund Contingency:

(\$222,065) Decrease

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

(Date)

DEPARTMENT Nondepartmental

DIVISION Commissioner Gary Hansen

CONTACT Mike Delman

TELEPHONE X 5219

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

Commissioner Gary Hansen

SUGGESTED

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

This budget modification appropriates \$25,000 to fund the Outside In Needle Exchange Program (The BCC appropriates \$25,000 for Outside In out of the Health Department. The funding will be reviewed in the fall with all other Health Department budget modifications.)

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

Personnel changes are shown in detail on the attached sheet

This budget modification appropriates \$25,000 for the Needle Exchange program. The Board of County Commissioners agreed to review this appropriation after a decision was made by the City of Portland regarding funding. The City of Portland has agreed to provide \$10,000 to the Outside In Needle Exchange Program.

This budget modification will reduce the General Fund Contingency by \$25,000, if approved.

As Amended:

The BCC appropriates \$25,000 out of the Health Department budget. This program will be reviewed with other Health Department budget modifications in the fall.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

CLERK OF BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 OCT 19 PM 2:41

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

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

Originated By	Date	Department Director	Date
		<i>Gary Hansen</i>	October 19, 1993
Plan/Budget Analyst	Date	Employee Services	Date
<i>Ang Hay</i>	10/19/93		
Board Approval	Date		
<i>Deborah C. Boustao</i>	10/28/93		

EXPENDITURE

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

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

BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
NONDUT		156	15	310			6050			25,000		Supplements
NONDUT		156	15	310			7100			175		Indirect
NONDUT		100	15	300			7608			25,175		Cash Transfer
NONDUT		100	45	9120			7700			(25,000)		Contingency
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL EXPENDITURE CHANGE										25,350	0	

REVENUE

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

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

BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
NONDUT		100	45	7410			6602		0	175		Service Reimb. from Fed/State Fund
		156	15	310			7601		0	25,175		Cash transfer from General fund
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL REVENUE CHANGE										25,350	0	

BUDGET MODIFICATION NO.

NOND 1 As Amended

(For Clerk's Use) Meeting Date JUL 22 1993  
Agenda No. OC-1

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

(Date)

DEPARTMENT Nondepartmental

DIVISION Commissioner Gary Hansen

CONTACT Mike Delman

TELEPHONE X 5219

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

Commissioner Gary Hansen

SUGGESTED

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

This budget modification appropriates \$25,000 to fund the Outside In Needle Exchange Program. The BCC appropriates \$25,000 for Outside In out of the Health Department. The funding will be reviewed in the fall with all other Health Department bud mods.  
(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

Personnel changes are shown in detail on the attached sheet

This budget modification appropriates \$25,000 for the Needle Exchange program. The Board of County Commissioners agreed to review this appropriation after a decision was made by the City of Portland regarding funding. The City of Portland has agreed to provide \$10,000 to the Outside In Needle Exchange Program.

AS AMENDED:

\*\*The BCC appropriates \$25,000 out of the Health Dept. budget. This program will be reviewed with other Health Dept. Bud mods in the fall.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

MULTNOMAH COUNTY CLERK  
1993 OCT 19 3 34 PM  
CLERK OF COUNTY COMMISSIONERS  
CLERK OF COUNTY COMMISSIONERS

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

General Fund Contingency before this modification (as of July, 1993) \$3,551,665  
Date 7/20/93  
After this modification \$3,551,665

Originated By <u>Mike Delman</u>	Date <u>7/19/93</u>	Department Director <u>Gary Hansen</u>	Date <u>7/20/93</u>
Plan/Budget Analyst <u>Cheryl Gray</u>	Date <u>7/20/93</u>	Employee Services <u>Gary Hansen</u>	Date <u>7/20/93</u>
Board Approval <u>Carri A. Parker</u>	Date <u>7-20-93</u>		

# REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. NOND 1 2. Amount requested from General Fund Contingency: \$ 25,000

3. Summary of request:

This request is for 25,000 to fund the Outside In Needle exchange program.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? yes If so, when? 1993-94  
If so, what were the circumstances of its denial?

The Board of County Commissioners reviewed this request, but decided to postpone funding this program until a decision by the City of Portland was made. The City of Portland chose to fund \$10,000 of the \$35,000.

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

The Board of County Commissioners agreed to look at this request during the fiscal year, after receiving information about Outside In's request to the City of Portland for funds.

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

No other County revenue source is available.

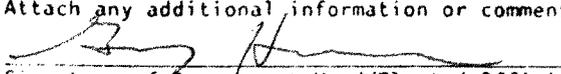
7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

none.

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

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

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

  
Signature of Department Head/Elected Official

7/19/93  
Date

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_ (Date)

DEPARTMENT: Social Services DIVISION: Juvenile Justice  
CONTACT: Marie Eighmey TELEPHONE: 248-3550  
\*NAME OF PERSON MAKING PRESENTATION TO BOARD: Harold Ogburn

SUGGESTED AGENDA TITLE:  
Budget Modification DSS # 9 adds 4.2 Juvenile Groupworkers  
to staff a Detention post, and ~~Detention youth physical  
exercise and recreation.~~

(Estimated Time Needed On The Agenda)

2. DESCRIPTION OF MODIFICATION:  
{X} PERSONNEL CHANGES.

This budget modification adds 4.2 groupworkers for the period  
of October, 1993 through June, 1994. These positions would be  
annualized for FY94-95.

3. REVENUE IMPACT:

Decreases County General Fund Contingency by (\$155,441)

\$111,600

BOARD OF  
COUNTY COMMISSIONERS  
1993 OCT 18 AM 10:47  
MULTNOMAH COUNTY  
OREGON

4. CONTINGENCY STATUS: (\$155,441)  
(111,600)

Originated By <u>Harold Ogburn</u>	Date <u>9/22/93</u>	Department Manager <u>Tom Peterson</u>	Date <u>27 Sept 93</u>
Budget Analyst <u>Marie Eighmey</u>	Date <u>5/14/93</u>	Personnel Analyst	Date
Board Approval <u>Deborah C. Coates</u>		Date <u>10/28/93</u>	

EXPENDITURE

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

DOC. NUMBER	ACTION	FUND	AGENCY	ORG	ACT.	REPT CATEG	OBJ	CURR AMT	REV AMT	CHANGE	TOTAL	DESCRIPTION
100		010	2511				5100		72,743	-101,319		Inc Permanent
100		010	2511				5500		19,597	27,296		Inc Fringe
100		010	2511				5550		19,260	26,826		Inc Insurance
									111,600		155,441	Subtotal, Org 2511
100		045	9120				7700		(111,600)	(155,441)	(155,441)	Contingency
400		040	7531				6520		19,260	26,826	-26,826	Insurance Fund
										19,260	-26,826	TOTAL EXPENSE

REVENUE

TRANSACTION RB [ ]

DOC. NUMBER	ACTION	FUND	AGENCY	ORG	ACT.	REPT CATEG	REV SOURCE	CURR AMT	REV AMT	CHANGE	TOTAL	DESCRIPTION
400		040	7531				6600			19,260	-26,826	Svc Reimb CG/F to Ins.
										19,260	-26,826	TOTAL REVENUE

5. ANNUALIZED PERSONNEL CHANGES:

FTE	POSITION TITLE	BASE PAY	FRINGE	INSURANCE	TOTAL
4.2		109,113	29,396	28,840	167,399
<del>5.20</del>	Juvenile Groupworkers	<del>135,092</del>	<del>36,395</del>	<del>35,768</del>	<del>207,255</del>
4.2	Annualized Total	135,092	36,395	35,768	207,255
		109,113	29,396	28,840	167,399

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES:

FTE	EXPLANATION OF CHANGE	BASE PAY	FRINGE	INSURANCE	TOTAL
2.81		72,743	19,597	19,260	111,600
<del>3.90</del>	Juvenile Groupworkers	<del>101,319</del>	<del>27,296</del>	<del>26,826</del>	<del>155,441</del>
2.81					
3.90	Total	101,319	27,296	26,826	155,441
		72,743	19,597	19,260	111,600

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. ASS #9 Revised 2. Amount requested from General Fund Contingency: \$155,441.

3. Summary of request:

\$111,600

4.2

The Juvenile Justice Division requests \$155,441 from Contingency to fund 4.2 FTE Juvenile Groupworkers for the remainder of this fiscal year. (The positions would be annualized in FY94-95).

The groupworkers would staff the following functions:

1. The necessary use of an existing detention unit for admissions and a court room and its proximity to the new detention complex will require a groupworker to provide security and supervise the youth and parents who will be visiting the youth in the facility.

2. We plan to conduct the intake assessment, medical assessment and admission procedure, which includes showers and changing clothing, in the admissions area. Currently, in the old facility, the showers and change of clothes, inventory of youth's clothing, and non-emergency medical assessments are conducted in the living units. The disruption of admitting and releasing youth, plus reducing supervision of the group in Detention has caused most progressive Detention programs to separate the admission function from the living units.

3. ~~Lastly, an exercise specialist is needed to satisfy the youth exercise and recreational needs, as noted in the Dr. Frankel study.~~

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

If so, what were the circumstances of its denial?

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

The issues concerning security, operations in the new facility, and satisfying youths' exercise and recreational needs re the Frankel study were identified after completion of the annual budget process.

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

We have not been able to identify any other funding sources which will cover these staffing needs.

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

Not applicable.

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

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

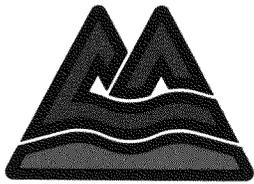
10. Attach any additional information or comments you feel helpful.

*Gary J. Kuo/DB*

*27 Sept 93*

Signature of Department Head / Elected Official

Date



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
JUVENILE JUSTICE DIVISION  
1401 N.E. 68TH  
PORTLAND, OREGON 97213  
(503) 248-3460

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

TO: Beverly Stein, Multnomah County Chair  
Board of County Commissioners

VIA: Dr. Gary Nakao *Gary Nakao/DB*  
Director, Department of Social Services

FROM: *HO* Harold Ogburn  
Director, Juvenile Justice Division

DATE: September 23, 1993

RE: \$155,441 Contingency Request To Fund 5.2 FTE Detention Groupworkers

RECOMMENDATION: The Juvenile Justice Division recommends Board of County Commissioners' approval of a request for \$155,441 from Contingency and approval of the budget modification which adds the funding to the Division's budget.

BACKGROUND/ANALYSIS: Additional Juvenile Groupworker positions are needed to staff security and admission posts and to provide youth with the planned exercise and recreational needs identified in the Dr. Frankel study. This request provides those 5.2 Groupworker positions for the remaining 75% (October through June) of the current fiscal year. The positions would be annualized in the FY94-95 budget.

FINANCIAL IMPACT: This action reduces County General Fund Contingency by (\$155,441) in FY93-94, as shown on the enclosed budget modification. Annualization of the positions in FY94-95, based upon current fiscal year expense, would equal \$207,255.

LEGAL ISSUES: There could be potential exposure to suits and County liability if adequate security is not provided. In addition, the consent decree requires implementation of Dr. Frankel's report, which includes certain requirements for the physical exercise of youth, "as soon as practical." In the latter case, we believe the groupworker position, which will serve as the physical exercise specialist, will satisfy Dr. Frankel's physical exercise requirements for the detained youth.

CONTROVERSIAL ISSUES: N/A.

LINK TO CURRENT COUNTY POLICIES: The services provided by these staff are within the framework of current Detention programming.

CITIZEN PARTICIPATION: We anticipate that members of the Juvenile Rights Project and County Counsel would provide additional testimony at the Board meeting.

OTHER GOVERNMENT PARTICIPATION: The Juvenile Justice Division is coordinating security issues with the Sheriff's Office.

**BUDGET MODIFICATION NO.** DSS # 10

(For Clerk's Use) Meeting Date OCT 28 1993  
 Agenda No. R-12

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_ (Date) \_\_\_\_\_

DEPARTMENT DSS DIVISION Juvenile Justice  
 CONTACT Sharron Kelley TELEPHONE 248-5213  
 \*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Sharron Kelley

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

Juvenile Justice/Employment/Private Industry Council

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)  
 PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Transfers \$33,000 from contingency to allow Multnomah County to participate along with the Private Industry Council, the City of Portland, and Oregon Outreach to form a joint partnership to provide educational and employment services to Juvenile Justice clients through the Private Industry Council. Prevents service reduction from \$80,000 cut in April budget process. Adjusts DSS #27 from June which had incorrectly assumed state revenue.

MULTNOMAH COUNTY OREGON  
 BOARD OF COUNTY COMMISSIONERS  
 1993 OCT 18 AM 10:47

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

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

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

Originated By <u>Sharron Kelley</u>	Date <u>9/30/93</u>	Department Manager <u>Sharron Kelley</u>	Date <u>9/30/93</u>
Budget Analyst <u>[Signature]</u>	Date <u>5/16/93</u>	Personnel Analyst	Date
Board Approval <u>DEBORAH C. COUSTAO</u>		Date <u>10/28/93</u>	



# REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. \_\_\_\_\_ 2. Amount requested from General Fund Contingency: \$ 33,000

3. Summary of request:

Adjusts DSS #27 from June budget which had incorrectly assumed state revenue. Prevents service reduction from \$80,000 cut from juvenile employment budget by participating in joint partnership with the Private Industry Council, the City of Portland, and Oregon Outreach to provide educational and employment services to Juvenile Justice clients through the Private Industry Council.

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

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

State was incorrectly assumed to be participating.

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

Juvenile Justice incurring expenses related to shift to new facility.

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

Facilitates implementation of \$80,000 reduction from ~~June~~ <sup>April</sup> budget.

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

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

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

Sharon Kelly  
Signature of Department Head/Elected Official

9/30/93  
Date

(For Clerk's Use) Meeting Date OCT 28 1993  
 Agenda No. R-13

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR October 21, 1993  
 (Date)  
 DEPARTMENT: SOCIAL SERVICES DIVISION: AGING SERVICES  
 CONTACT: Kathy Gillette TELEPHONE: 248-3646  
 \*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Jim McConnell

SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)  
 ASD Budget Modification DSS #11 requests an increase in County General Funds by \$63,600 for one-time only rental charges related to capital improvements for the new District Senior Activity Center in Southeast Portland, and the related indirect costs of \$5,215.

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)  
 [n/a] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

ASD Budget Modification DSS #11 increases the budget in Aging Services Division, Org. 1750, Community Services, by \$63,600 in Rentals. These monies are for capital improvements to be completed by the landlord, necessitated by the move of the Southeast Senior District Center. This site serves as the co-location of the Southeast Branch, Portland Impact District Senior Center, a Loaves and Fishes meal site, other ongoing programs directed at seniors, including multi-ethnic activities and meals, as well as potential intergenerational programs. The budget in Org. 1750 is also increased by \$5,215 in Indirect Costs.

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

- o Increase Org 1750, Aging Services Division, by \$63,600 County General Fund Subsidy
- o Increase Org 1750, Aging Services Division, by \$5,215 County General Fund Subsidy for indirect charges

1993 OCT 18 AM 10:47  
 CLERK OF COUNTY COMMISSIONERS  
 MULTNOMAH COUNTY  
 OREGON

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

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

Originated By <i>[Signature]</i>	Date <u>October 11, 1993</u>	Department Manager <i>[Signature]</i>	Date <u>10/11/93</u>
Finance/Budget <i>[Signature]</i>	Date <u>14 Oct 93</u>	Employee Relations	Date
Board Approval <i>[Signature]</i>	Date <u>10/28/93</u>		

EXPENDITURE

COMMUNITY SERVICES/SOUTHEAST BRANCH - ONE TIME ONLY COSTS  
DSS #11

TRANSACTION EB [ ] GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY 1993-94

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	010	1750			6170			63,600		RENTALS
		156	010	1750			7100			5,215		INDIRECT
											68,815	TOTAL, ORG 1750
TOTAL EXPENDITURE CHANGE										68,815	TOTAL EXPENDITURE CHANGE	

REVENUE

TRANSACTION EB [ ] GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY 1993-94

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Rev. Code	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	010	1750			7601			63,600		COUNTY GENERAL FUNDS
		156	010	1750			7601			5,215		COUNTY GEN. FUNDS - INDIRECT
											68,815	TOTAL, ORG 1750
TOTAL REVENUE CHANGE										68,815	TOTAL REVENUE CHANGE	

## REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. DSS #11 (ASD940) 2. Amount requested from General Fund Contingency: \$68,815.

3. Summary of request:

ASD requests \$63,600 to pay for one-time only Rental charges related to building improvements needed for changes related to the Americans with Disabilities Act and other changes for the District Senior Service Center, and \$5,215 for Indirect Charges. (The building owner is paying for other changes to the building to meet updated codes, estimated at more than \$160,000, plus tenant improvements at \$12 per foot. Even with these improvements, the rental rate of \$9.50 per square foot is about \$2.00 less per square foot than other comparable buildings in Southeast Portland.) This new space creates an opportunity not only for activities co-located in one site, but will also provide space for multi-generational activities. It will provide an opportunity for increased multi-cultural activities and ethnic meals organized by active ethnic groups, limited by space factors at the current Portland Impact site.

4. Has the expenditure, for which this transfer is sought, been included in any budget request during the past five years? Yes. If so, when? June 1993, Technical Amendment.

If so, what were the circumstances of its denial?

A request was made during technical amendments of the FY1993-1994 prior to the adoption of the budget. It is believed the request was denied in part because of limited funds available, in part due to the short notice and insufficient time to properly inform County Commissioners of the need.

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

At the beginning of the annual budget process, it was anticipated that ASD would stay in the Portland Impact site, despite extremely cramped quarters. ASD Branch was evicted from the Portland Impact building, and the Tabor Square building became available. All of this occurred in April, too late to include in the budget process. Further, specific costs for renovation of the building were not available until late September, 1993.

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

ASD will absorb additional costs of rents within its SE branch rental budget, estimated to be \$14,000 with a October 20 move-in date, as well as estimated increased telephone costs of \$2,000. Moving costs, estimated to be \$3,000, and the costs of office furnishings, including panels, will also be absorbed by the division.

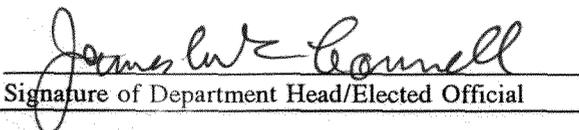
7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

No new revenue will be produced. Should the actual costs of building renovations be less than the amount asked for, remaining funds will be returned to the contingency account.

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

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

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

  
Signature of Department Head/Elected Official

10/11/93  
Date



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
AGING SERVICES DIVISION  
AREA AGENCY ON AGING  
421 S.W. 5TH, 3RD FLOOR  
PORTLAND, OREGON 97204  
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620  
TDD: 248-3683 FAX: 248-3656

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

## MEMORANDUM

TO: Beverly Stein, Multnomah County Chair

FROM: Jim McConnell, Director  
Aging Services Division *Jim McConnell*

DATE: October 7, 1993

SUBJECT: ASD Budget Modification DSS #11 (ASD-9402): County General Fund Contingency Request for One-time only Rental Charges and related Indirect Costs

Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached Budget Modification DSS #11.

Analysis: Budget Modification DSS #11 requests \$63,600 of County General Funds from contingency funds for one-time only Rental Charges related to capital improvements for the new Southeast District Senior Service Center, and \$5,215 in associated indirect charges. The Southeast Branch of ASD lost its lease with Portland Impact, and will move to SE 46th and Belmont. ASD wants to co-locate a Senior Activity Center, a Loaves and Fishes meal site, Portland Impact Senior Services, multi-ethnic programs and others with ASD's Branch operations at this site.

The Budget Modification shows a net increase to Organization 1750, Community Services, of \$63,600 in Rentals, and a net increase of \$5,215 to Indirect costs. Because the building is not owned by the County, the owner must make the improvements, with the costs paid by the County.

Background: Few buildings are available in Southeast Portland. This building will provide an easily-accessible building to seniors, with enough space to provide co-location for the above-listed programs at this site.

ASD will be the primary tenant. All of the tenants will pay their own rent and operational costs. The one-time only funds in this request will cover:

Costs of remodeling and equipment for a new and expanded Senior Activity and meal site including a kitchen.

Costs of unleased space for the 1st year for which the county is liable.

Costs for retro-fitting the building to meet seismic standards for operation of a senior center. The landlord is willing to retrofit to office use standards only.

This funding will contribute to the development of an expanded and improved Senior Activity Center at the site.

ASD-9402z

Page 1

Financial Impact: This will reduce the contingency fund by \$63,600, and \$5,215 for Indirect costs.

Legal Issues: Multnomah County has already signed a lease for the space, with the understanding that the Building was in compliance with ADA requirements. The additional bathroom is required because of the use of the building for a Senior Activity site.

Controversial Issues: PMCOA supports this move to 46th. and SE Belmont. However, PMCOA has identified mid-county and Southeast in that order for development of Senior Centers. Some of the senior advocates fear that any request for funding for the Southeast Center at this time might jeopardize future funding request to the County or the City of Portland for development of the Mid-County Senior Center. These advocates agree to support this one-time only request.

Link to Current County Policies: Multnomah County delivers human services by geographic districts. This location will continue service to seniors in Southeast Portland. Further, Aging Services Division has committed to a policy of co-locating services to seniors in one location within a district, whenever possible.

Citizen Participation: PMCOA, the Advisory Body to Aging Services Division, supports the development of this building as the Southeast District Senior Service Center. It is anticipated that seniors will testify at the board meeting.

Other Government Participation: On-going operations for the services to seniors in the building are supported by City of Portland, State of Oregon, and Federal funds.

Other County Department Participation: N/A

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 10/20/93

**NAME**

Ed Blackburn

**ADDRESS**

1341 SE Birch  
**STREET**

Portland  
**CITY**

97214  
**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

15512

**SUPPORT**

**OPPOSE**

(R-14)

**SUBMIT TO BOARD CLERK**

BUDGET MODIFICATION NO. DSS #12

(For Clerk's Use) Meeting Date OCT 28 1993  
 Agenda No. R-14

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_ (Date)

DEPARTMENT: SOCIAL SERVICES DIVISION: MHYFSD

CONTACT: KATHY TINKLE PHONE: 3691

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: SUSAN CLARK/KATHY TINKLE

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

Budget Modification DSS # DSS #12 appropriates \$34,645 in County General Fund to the Mental Health, Youth and Family Services Division, Alcohol and Drug Program.

(Estimated Time Needed on the Agenda)

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

This modification appropriates \$34,645 in County General Fund to the MHYFSD, A&D Contracts budget. The revenue will be used to fund a shortfall in Central City Concern's Hooper Detoxification and Sobering Program. Without this revenue, the Program will not be able to maintain its current level of services. A request to fund this shortfall was made during the Technical Amendment process for the FY93/94 Adopted Budget. However, due to the possibility of beer and wine tax revenues, the Board recommended the request be reconsidered during the first quarter contingency review process. The outcome of this tax in the State Legislature would then be known.

The original request from Central City Concern was for \$99,868. However, we have identified funding to cover all but \$34,646 of this request. Available offsetting revenues are: CGF COLA @ \$16,258, State A&D COLA @ \$23,912, and Video Poker Revenue @ \$37,500.

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

Increases the Cash Transfer from the General Fund to the Fed/State Fund by \$3,100,000

Decreases the Service Reimb from the Fed/State Fund to the General Fund by \$3,100,000

TOTAL \$35,100,000

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

Fund Contingency BEFORE THIS MODIFICATION (as of \_\_\_\_\_): \$ \_\_\_\_\_

(Specify Fund) \_\_\_\_\_ (Date)

AFTER THIS MODIFICATION: \$ \_\_\_\_\_

Originated By <i>[Signature]</i>	Date <u>9/30/93</u>	Department Director <i>[Signature]</i>	Date <u>9/30/93</u>
Plan/Budget Analyst <i>[Signature]</i>	Date <u>5 Oct 93</u>	Employee Services	Date
Board Approval <i>[Signature]</i>	Date <u>10/28/93</u>		

BOARD OF COUNTY COMMISSIONERS  
 1993 OCT 18 AM 10:47  
 MULTICOMMUNICATIONS  
 RECORDS

**EXPENDITURES**

TRANS EB GM [ ]

TRANS DATE: \_\_\_\_\_

ACCTING PERIOD: \_\_\_\_\_

Budget Fiscal Year: 93/94

Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description	
		156	010	1415			6060			34,645		Pass-Through	
		156	010	1415			7100			243		Indirect @ .7%	
											34,888	TOTAL ORG 1415	
		100	010	0104			7608			34,888	34,888	Cash Transfer	
		100	045	9120			7700			(34,645)	(34,645)	Contingency	
											35,131	35,131	GRAND TOTAL

**REVENUES**

TRANS EB GM [ ]

TRANS DATE: \_\_\_\_\_

ACCTING PERIOD: \_\_\_\_\_

Budget Fiscal Year: 93/94

Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description	
		156	010	1415			7601			34,645		CGF Direct	
		156	010	1415			7601			243		CGF Indirect @ .7%	
											34,888	TOTAL ORG 1415	
		100	045	7410			6602			243	243	Svc Reimb F/S to GF	
											35,131	35,131	GRAND TOTAL

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod Number: DSD #12 2. Amount Requested from General Fund Contingency: \$34,645

3. Summary of Request:

During the final review and adoption of the FY 93-94 County Budget, Central City Concern and the Department of Social Services advised the Chair and the Board of a projected shortfall in funding that would prevent the Hooper Detoxification and Sobering Program from meeting its budget and maintaining its current level of services. Because, at that point the proposed increase on beer and wine taxes still seemed to be a potential source of added revenue, the Board deferred the budget increase. A budget note was entered recommending that if beer and wine tax revenues did not resolve the problem, a request should be presented at the first contingency fund request hearing. The A&D Program has discussed the issue with Central City Concern and identified the following cost and revenue information. The Hooper budget deficit is \$99,868. Available offsetting revenues identified are: CGF COLA \$16,258; State A&D COLA \$23,912; and, Video Poker Revenue \$37,500. These identified revenues subtracted from the estimated budget deficit results in a contingency fund request amount of \$34,645.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? Yes  
If so, when? June 1993, Technical Amendments  
If so, what were the circumstances of its denial?

Potential of beer and wine tax increase seemed to be a possible revenue source.

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

A request was made via technical amendments, but due to the possibility of beer and wine tax revenues, the Board recommended that pending the outcome of the State Legislature, this request be reconsidered during the first quarter contingency review process.

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

The original request from Central City Concern was \$99,868. We have identified funding, as stated above, to cover all but \$34,645 of the request. We have identified a means of partially offsetting the requested need with video poker revenue by adding assessment of detox clients, but that added service requires some additional staff time.

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

None.

8. This request is for a: Quarterly Review XX Emergency Review \_\_\_\_\_

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

Provider would face need to reduce services because of budget shortfall.

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

Susan Clark  
Signature of Department Head/Elected Official

9/30/93  
Date



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS  
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GARY HANSEN • DISTRICT 2 COMMISSIONER  
TANYA COLLIER • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

To: Board of County Commissioners

From: Susan Clark, Acting Director *Susan Clark*  
Mental Health, Youth & Family Services Division

Date: September 30, 1993

Placement Date:

Re: Budget Modification # *DSS #12*

## I. Recommendation/Action Requested:

The Mental Health, Youth and Family Services Division recommends approval of Budget Modification # *DSS #12* This modification appropriates \$34,645 in County General Fund to Alcohol and Drug Contracts.

## II. Background/Analysis:

During the final review and adoption of the FY93/94 County Budget, Central City Concern and the Department of Social Services advised the Chair and the Board of a projected shortfall in funding that would prevent the Hooper Detoxification and Sobering Program from meeting its budget and maintaining its current level of services. The shortfall is attributable to the increased cost of medical supplies, a 15% increase in Workers Comp rates, and increased personnel costs due to a union contract settlement that averages about 4%. Because at that point in time the proposed increase on beer and wine taxes still seemed to be a potential source of revenue to fund this shortfall, the Board deferred the request and a budget note was made that if increased taxes did not resolve this funding issue, it was to be presented at the first contingency fund request hearing.

## III. Financial Impact:

The original request from Hooper was for \$99,868. However, other sources of funding have been identified to reduce this amount: County General Fund COLA of \$16,258; State Alcohol & Drug Funding COLA of \$23,912; and Video Poker Revenue of \$37,500. These offsetting revenues reduce the original request of \$99,868 to a contingency fund request of \$34,645.

IV. Legal Issues:

N/A.

V. Controversial Issues:

N/A.

VI. Link to Current County Policies:

N/A.

VII. Citizen Participation:

N/A.

VIII. Other Government Participation:

N/A.

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

(Date)

DEPARTMENT: SOCIAL SERVICES DIVISION: MHYFSD

CONTACT: KATHY TINKLE PHONE: 3691

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: SUSAN CLARK/KATHY TINKLE

SUGGESTED

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

Budget Modification DSS # 13 appropriates \$30,190 in County General Fund to the Mental Health, Youth and Family Services Division, Child and Adolescent Mental Health Program.

(Estimated Time Needed on the Agenda)

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

[ X ] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification appropriates \$30,190 in County General Fund to the MHYFSD, CAMHP Program. The revenue will be used to hire a 1.0 FTE Wait List Triage Clinician (Mental Health Consultant) and a .30 FTE Data Entry Operator both effective October 15, 1993. The staff is needed to assure that medicaid-eligible children who are on agency waiting lists for mental health services are evaluated in a timely manner and linked to appropriate services as quickly as possible. Currently children and adolescents on agency waiting lists may have to wait for up to 120 days before receiving services. This often results in treatment that is more expensive and even inappropriate. Multnomah County Legal Aid has been monitoring the County Wait List and is so concerned about its growth, that it has requested a plan from the County to eliminate the problem. CAMHP has attempted to meet the increased demand for mental health services from medicaid-eligible children and adolescents by adding additional medicaid vendors and expanding direct services with the funding available from EPSDT medicaid. However, the increased numbers of children and adolescents requesting services has taxed the system's capacity, and Legal Aid is considering asking the Court to mandate corrective measures. Because the County is just as concerned about this problem as Legal Aid, the Wait List Triage Clinician will coordinate with each individual subcontract agency to determine where openings are available, assess family needs, and case manage and refer children and their families to available resources. The Data Entry Operator will manage the wait list and track information for CAMHP.

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

Increases the Cash Transfer from Gen Fund to Fed/State Fund by	\$32,444
Increases the Svc Reimb from the Fed/State Fund to the Insurance Fund by	\$3,440
Increases the Svc Reimb from the Fed/State Fund to the Bldg Mgmt Fund by	\$294
Increases the Svc Reimb from the Fed/State Fund to the Fleet Fund by	\$112
Increases the Svc Reimb from the Fed/State Fund to the Telephone Fund by	\$220
Increases the Svc Reimb from the Fed/State Fund to the General Fund by	\$2,254
Total	\$38,764

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 MULTNOMAH COUNTY  
 OREGON  
 BOARD OF  
 COUNTY COMMISSIONERS

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

Fund Contingency BEFORE THIS MODIFICATION (as of \_\_\_\_\_): \$ \_\_\_\_\_

(Specify Fund) \_\_\_\_\_ (Date)

AFTER THIS MODIFICATION: \$ \_\_\_\_\_

Originated By <i>[Signature]</i>	Date 9/30/93	Department Director <i>[Signature]</i>	Date 9/30/93
Plan/Budget Analyst <i>[Signature]</i>	Date 19 Oct 93	Employee Services	Date
Board Approval <i>[Signature]</i>	Date 10/28/93		

EXPENDITURES

TRANS EB GM [ ]

TRANSACTION DATE: \_\_\_\_\_

ACCTING PERIOD: \_\_\_\_\_

Budget Fiscal Year: 93/94

Doc No.	Action	Fund	Agency	Org	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description	
		156	010	1365			5100			17,208		Permanent	
		156	010	1365			5500			4,637		Fringe	
		156	010	1365			5550			3,440		Insurance	
		156	010	1365			6310			195		Education/Training	
		156	010	1365			7150			220		Telephone	
		156	010	1365			6330			240		Local Travel	
		156	010	1365			7100			2,127		Indirect @ 8.2%	
		156	010	1365			8400			2,700		Equipment	
											30,767	TOTAL ORG 1365	
		156	010	1362			6120			218		Printing	
		156	010	1362			6200			47		Postage	
		156	010	1362			6230			879		Supplies	
		156	010	1362			7400			294		Building Management	
		156	010	1362			7300			112		Motor Pool	
		156	010	1362			7100			127		Indirect @ 8.2%	
											1,677	TOTAL ORG 1362	
		400	040	7531			6520			3,440	3,440	Insurance Fund	
		100	030	5610			7400			294	294	Building Management Fund	
		401	030	5920			6230			112	112	Motor Pool Fund	
		402	040	7990			6140			220	220	Telephone Fund	
		100	010	0104			7608			32,444	32,444	Cash Transfer	
		100	045	9120			7700			(30,190)	(30,190)	Contingency	
											38,764	38,764	GRAND TOTAL

REVENUES

TRANS EB GM [ ]

TRANSACTION DATE: \_\_\_\_\_

ACCTING PERIOD: \_\_\_\_\_

Budget Fiscal Year: 93/94

Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description	
		156	010	1365			7601			28,640		CGF Direct	
		156	010	1365			7601			2,127		CGF Indirect @ 8.2%	
											30,767	TOTAL ORG 1365	
		156	010	1362			7601			1,550		CGF Direct	
		156	010	1362			7601			127		CGF Indirect @ 8.2%	
											1,677	TOTAL ORG 1362	
		400	040	7531			6602			3,440	3,440	Svc Reimb F/S to Insurance	
		100	030	5610			6602			294	294	Svc Reimb F/S to Bldg Mgmt	
		401	030	5920			6602			112	112	Svc Reimb F/S to Fleet	
		402	040	7990			6602			220	220	Svc Reimb F/S to Telephone	
		100	045	7410			6602			2,254	2,254	Svc Reimb F/S to Gen Fund	
											38,764	38,764	GRAND TOTAL

5. ANNUALIZED PERSONNEL CHANGES		(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)			
FTE Incr (Decr)	POSITION TITLE	ANNUALIZED			
		Increase (Decrease)			
		BASE PAY	FRINGE	INSUR	TOTAL
1.00	Mental Health Consultant	\$21,841	\$5,885	\$4,915	\$32,641
0.30	Data Entry Operator	\$3,971	\$1,071	\$220	\$5,262
1.30	TOTAL ANNUALIZED CHANGES	\$25,812	\$6,956	\$5,135	\$37,903

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES		(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.)				
FTE Incr (Decr)	POSITION TITLE	EXPLANATION	CURRENT YEAR			
			Increase (Decrease)			
			BASE PAY	FRINGE	INSUR	TOTAL
0.71	MHC	Effective October 15, 1993	\$14,560	\$3,923	\$3,277	\$21,760
0.21	Data Entry Operator	Effective October 15, 1993	\$2,648	\$714	\$163	\$3,525
0.92	TOTAL CURRENT FISCAL YEAR CHANGES		\$17,208	\$4,637	\$3,440	\$25,285

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod Number: DSS # 13      2. Amount Requested from General Fund Contingency: \$30,190

3. Summary of Request:

The EPSDT Medicaid Program mandates that children receive services in a timely manner. However, the reality is they may actually wait on an agency "wait list" up to 120 days before receiving services. As a result, children may end up in treatment that is more costly and even inappropriate.

Multnomah County Legal Aid has monitored the County Wait list since 1990. And, it is so concerned about the continued growth of the wait list that it has requested a plan from the County to eliminate the problem and could potentially ask the Court to mandate corrective measures.

The County, like Legal Aid, is interested in assuring that medicaid-eligible children who are on agency waiting lists are evaluated and linked to appropriate services as quickly as possible. Therefore, we propose to hire a 1.0 FTE Wait List Triage Clinician to coordinate with each individual subcontract agency to determine where openings are available, assess family needs, and to case manage and refer children and their families to available resources. We also propose to hire a .30 FTE Data Entry Operator to manage the wait list and track information.

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

5. Why was this expenditure not included in the annual budget process?  
**The program has attempted to meet the need within our current budget by directing current staff resources to manage the wait list daily, by adding additional medicaid vendors and expanding direct services. However, we cannot keep up with demand and Legal Aid is applying pressure for immediate corrective measures.**

6. What efforts have been made to identify funds from another source within the Department to cover this expenditure? Why are no other Departmental sources of funds available?  
**Current staffing patterns and workloads were reviewed within the Program to see if a reorganization could include these new duties. However, the review indicated that workload is at a maximum and that new staff will be necessary to carry out these new functions.**

7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.  
**No new revenue will be produced, but there will be overall cost savings to the general system. It is in the County's best interests to assure timely access to services for children on this wait list, because if treatment is delayed, a child's symptoms may increase and this could result in more intensive and expensive services.**

8. This request is for a:      Quarterly Review XX      Emergency Review \_\_\_\_\_

9. FOR EMERGENCY REQUESTS ONLY: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.  
**There is probable cause for a lawsuit brought against the County by Legal Aid.**

10. Attach any additional information or comments you feel helpful.  
**This is a one time only request. We expect that the County's move to a "Managed Care System", anticipated to begin July 1, 1994, will allow for improved access to care. However, we may need to return to the Board to request continued funding.**

Susan Clark  
 Signature of Department Head/Elected Official

9/30/93  
 Date

File: Lotus\9394\Budget\CAMHCont



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

To: Board of County Commissioners

From: Susan Clark, Acting Director *Susan Clark*  
Mental Health, Youth & Family Services Division

Date: September 30, 1993

Placement Date:

Re: Budget Modification # *DS5 # 13*

**I Recommendation/Action Requested:**

The Mental Health, Youth and Family Services Division recommends approval of Budget Modification # *DS5 # 13* This modification appropriates \$30,190 in County General Fund to the Child and Adolescent Mental Health Program.

**II Background/Analysis:**

The Medicaid Program mandates that children and adolescents receive mental health services in a timely manner. However, the reality is that medicaid-eligible clients in Multnomah County are put on agency wait lists for up to 120 days before receiving any services.

In order to alleviate the problem, the Child and Adolescent Mental Health Program (CAMHP) has attempted to meet the need within its budget by directing current staff resources to manage the wait list, adding additional medicaid vendors and expanding direct services. However, demand has increased and taxed the system to capacity. In addition, Legal Aid has grown very concerned about the length of time children must wait for services and has requested a plan from the County to eliminate this problem. Because the County, like Legal Aid is concerned about evaluating and delivering the needed services in a timely manner to medicaid-eligible children, CAMHP is proposing to hire staff to help centralize and coordinate the screening process.

It is imperative that children be screened and evaluated for treatment as quickly as possible to determine if services are needed immediately. This will prevent children from receiving treatment that is inappropriate and even more expensive. Therefore, CAMHP requests authority to hire a 1.00 FTE Wait List Triage Clinician to coordinate with each individual subcontract agency to determine where openings are available, assess family needs, and to case manage and refer children and their families to available resources. It also requests authority to hire a .30 FTE Data Entry Operator to manage the wait list and track information.

III Financial Impact:

A contingency fund request of \$30,190 to fund 1.30 FTE effective October 15, 1993.

IV Legal Issues:

Medicaid eligible children are entitled to receive services in a timely manner. The current wait for services is at times up to 120 days. Legal Aid has asked the County to eliminate this wait and could potentially ask the Court to mandate corrective measures.

V Controversial Issues:

N/A

VI Link to Current County Policies:

N/A

VII Citizen Participation:

N/A

VIII Other Government Participation:

N/A

BUDGET MODIFICATION NO. DA#1 Revised

(For Clerk's Use) Meeting Date OCT 28 1993  
Agenda No. R-16

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR October 4,  
(Date)

DEPARTMENT District Attorney's Office  
CONTACT Kelly Bacon  
\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

DIVISION Neighborhood Based Prosecution  
TELEPHONE 248-3105  
Kelly Bacon

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

Interim funding for Gresham Neighborhood DA program.

(Estimated Time Needed on the Agenda)

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

Personnel changes are shown in detail on the attached sheet

This budget modification provides funding for 1.0 FTE deputy DA 2 for three months until the City of Gresham begins funding on January 1, 1994. This also adds 1.0 FTE legal assistant for nine months to provide clerical and paralegal support.

3. (Explain revenues being changed and reason for change)

REVENUE IMPACT

Contingency funds are needed for this program.

CLERK OF COUNTY COMMISSIONERS  
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MULTI-COUNTY  
OREGON

4. CONTINGENCY STATUS (to be completed by Budget & Planning)  
Fund Contingency before this modification (as of \_\_\_\_\_) \$ \_\_\_\_\_  
Date \_\_\_\_\_  
After this modification \$ \_\_\_\_\_

Originated By <u>Lisa Moore</u>	Date <u>9/23/93</u>	Department Director <u>Kelly Bacon</u>	Date
Plan/Budget Analyst <u>[Signature]</u>	Date <u>10/19/93</u>	Employee Services	Date
Board Approval <u>[Signature]</u>	Date <u>10/28/93</u>		

**PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.**

DA 1 Revised

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

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
1.00	Deputy District Attorney 2	40,677	10,958	5,691	57,326
1.00	Legal Assistant	28,794	7,757	6,086	42,637
2.00	TOTAL CHANGE (ANNUALIZED)	69,471	18,715	11,777	99,963

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

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
0.17	Deputy District Attorney 1 (2 months)	7,172	1,932	954	10,058
0.75	Legal Assistant (8 months)	19,077	5,139	3,704	27,920
TOTAL CURRENT FISCAL YEAR CHANGES		26,249	7,071	4,658	37,978



BUDGET MODIFICATION NO.

DA#1

(For Clerk's Use) Meeting Date OCT 28 1993

Agenda No. R-16

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR October 4, (Date)

DEPARTMENT District Attorney's Office

DIVISION Neighborhood Based Prosecution

CONTACT Kelly Bacon

TELEPHONE 248-3105

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

SUGGESTED

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

Interim funding for Gresham Neighborhood DA program.

(Estimated Time Needed on the Agenda)

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

Personnel changes are shown in detail on the attached sheet.

This budget modification provides funding for 1.0 FTE deputy DA 2 for three months until the City of Gresham begins funding on January 1, 1994. This also adds 1.0 FTE legal assistant for nine months to provide clerical and paralegal support.

3. (Explain revenues being changed and reason for change)

REVENUE IMPACT

Contingency funds are needed for this program.

BOARD OF COUNTY COMMISSIONERS  
MULTI-COUNTY  
GRESHAM COUNTY  
OREGON  
1993 OCT 18 AM 10:48

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

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

Date

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

Originated By <u>Lisa Moore</u>	Date <u>9/23/93</u>	Department Director <u>Kelly Bacon</u>	Date
Plan/Budget Analyst <u>[Signature]</u>	Date <u>10/19/93</u>	Employee Services	Date
Board Approval	Date		

**PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.**

DA #1

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

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED Increase/(Decrease)		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
1.0	Deputy DA 2	\$40,677	\$10,960	\$5,691	\$57,328
1.0	Legal Assistant	\$28,794	\$7,758	\$6,086	\$42,638
0	<b>TOTAL CHANGE (ANNUALIZED)</b>	\$69,471	\$18,718	\$11,777	\$99,966

**6. CURRENT YEAR PERSONNEL DOLLAR CHANGES** (Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY Increase/(Decrease)		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
1.0 for 3 months	Add Deputy DA 2	\$16,271	\$4,384	\$2,276	\$22,931
1.0 for 9 months	Add Legal Assistant	\$21,596	\$5,819	\$4,565	\$31,979
<b>TOTAL CURRENT FISCAL YEAR CHANGES</b>		\$37,866	\$10,203	\$6,841	\$54,910

EXPENDITURE

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

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

BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		100	023	2452			5100			\$37,866		Permanent
		100	023	2452			5500			\$10,203		Fringe
		100	023	2452			5550			\$6,841		Insurance
		400	050	7531			6530			\$6,841		Claims Paid
TOTAL EXPENDITURE CHANGE										\$61,751	\$0	

REVENUE

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

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

BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue/ Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
TOTAL REVENUE CHANGE										\$0	\$0	

# REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. DA#1 2. Amount requested from General Fund Contingency: \$ 61,841

3. Summary of request:

This is an interim funding package to establish a neighborhood based prosecutor in Gresham.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? yes If so, when? and add/change package was submitted in 93/94  
If so, what were the circumstances of its denial?

The District Attorney's office submitted an add package to fund one FTE deputy district attorney and materials & services for this program, which was not funded in 93/94. Since this time, discussions with the City of Gresham have continued. This contingency request is for one deputy DA for

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

three months and the balance of the year funding to be picked up by Gresham if approved by their City Council. A full-time legal assistant to provide clerical and technical support to the Neighborhood Based Prosecution Program is also included in this package.

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

We don't have sufficient resources to absorb a \$61,841 one-time-only expenditure.

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

None

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

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

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

Michael Schmitt  
Signature of Department Head/Elected Official

9-30-93  
Date

BUDGET MODIFICATION NO.

DA 2

(For Clerk's Use) Meeting Date OCT 28 1993

Agenda No. R-17

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR October 14, 1993 (Date)

DEPARTMENT District Attorney  
CONTACT Kelly Bacon

DIVISION All  
TELEPHONE 248-3105

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

Kelly Bacon

SUGGESTED

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

COLA wage settlement for Deputy D.A. bargaining unit.

(Estimated Time Needed on the Agenda)

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

Personnel changes are shown in detail on the attached sheet

This bud mod appropriates funds to cover the 3.25% COLA increase outlined in the MCPAA 1993-1996 bargaining unit contract.

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

1993 OCT 18 AM 10:42  
CLERK OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

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

Originated By <u>Lisa Moore</u>	Date <u>9/21/93</u>	Department Director <u>Kelly Bacon</u>	Date <u>23 Sept 93</u>
Plan/Budget Analyst <u>[Signature]</u>	Date <u>10/1/93</u>	Employee Services <u>[Signature]</u>	Date _____
Board Approval <u>[Signature]</u>	Date <u>10/28/93</u>		

EXPENDITURE

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

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		100	023	2431			5100			\$3,789		COLA Domestic Violence
		100	023	2431			5500			\$1,021		Fringe Domestic Violence
		100	023	2431			5550			\$127		Insurance Domestic Violence
		100	023	2434			5100			\$11,855		COLA Juvenile Court
		100	023	2434			5500			\$3,194		Fringe Juvenile Court
		100	023	2434			5550			\$496		Insurance Juvenile Court
		100	023	2435			5100			\$1,494		COLA MDT
		100	023	2435			5500			\$402		Fringe MDT
		100	023	2435			5550			\$50		Insurance MDT
		100	023	2441			5100			\$56,326		COLA Circuit Court Trial
		100	023	2441			5500			\$15,174		Fringe Circuit Court Trial
		100	023	2441			5550			\$1,881		Insurance Circuit Court Trial
		100	023	2451			5100			\$13,940		COLA District Court Trial
		100	023	2451			5500			\$3,755		Fringe District Court Trial
		100	023	2451			5550			\$466		Insurance District Court Trial
		100	023	2452			5100			\$4,974		COLA Neighborhood Based Prosecution
		100	023	2452			5500			\$1,340		Fringe Neighborhood Based Prosecution
		100	023	2452			5550			\$166		Insurance Neighborhood Based Prosecution
		400	050	&7531			6530			\$3,085		Claims Paid
TOTAL EXPENDITURE CHANGE										\$123,535	\$0	

REVENUE

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

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

DDA-COLA.XLS

District Attorney's Association  
Wage Settlement

FUND 100 Only			0.0325	0.2694	0.0334	
ORG	FTE	BASE	COLA	FRINGE	INSUR	TOTAL
2431	3.00	116,590	3,789	1,021	127	4,937
2434	7.90	364,754	11,855	3,194	396	15,444
2435	1.00	45,957	1,494	402	50	1,946
2441	33.00	1,733,118	56,326	15,174	1,881	73,382
2451	12.00	428,922	13,940	3,755	466	18,161
2452	3.00	153,061	4,974	1,340	166	6,481
<b>TOTALS</b>	<b>59.90</b>	<b>2,842,402</b>	<b>92,378</b>	<b>24,887</b>	<b>3,085</b>	<b>120,350</b>

BUDGET MODIFICATION NO. DA# 3

(For Clerk's Use) Meeting Date OCT 28 1993  
Agenda No. R-1B

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR October 4, 1993  
(Date)

DEPARTMENT District Attorney

DIVISION MDT

CONTACT Kelly Bacon

TELEPHONE 248-3105

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

SUGGESTED

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

**Consolidation of MDT Child Abuse Intervention Services Provided by CSD, Portland Police, and MCDA.**

(Estimated Time Needed on the Agenda)

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

Personnel changes are shown in detail on the attached sheet

The regional participants in MDT child abuse services have identified a place to locate it's operation environment. Space at 21st & Morrison has been secured to house the team. One-time-only funding is required for telephones, copier, and furniture movers are needed to pay for these site specific costs.

This need could not have been forseen in the annual budget process.

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 OCT 18 AM 10:48

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

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

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

Originated By <b>Lisa Moore</b>	Date <b>9/28/93</b>	Department Director <b>Kelly Bacon</b>	Date
Plan/Budget Analyst <i>[Signature]</i>	Date <b>10/18/93</b>	Employee Services	Date
Board Approval <i>[Signature]</i>	Date <b>10/28/93</b>		

EXPENDITURE

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

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

BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		100	023	2435			6100			\$800		Movers to relocate MDT furniture to 21st & Morrison
		100	023	2435			6120			\$3,920		Rental of Canon 4050 copier off state P.A. + supplies
		100	023	2435			6230			\$650		Office Supplies/Signage
		100	023	2435			7150			\$6,500		Telecommunications
		100	023	2435			8400			\$2,698		PCs for deputy DAs (2 @ \$1,349 each)
TOTAL EXPENDITURE CHANGE										\$14,568	\$0	

REVENUE

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

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

BUDGET FY \_\_\_\_\_

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

# REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. DA 3 2. Amount requested from General Fund Contingency: \$ 14,568

3. Summary of request:

The regional participants in the Multi Disciplinary Team (MDT) have identified a place to locate the operation at 21st & Morrison. Participants include Multnomah County District Attorney's Office, Multnomah County Sheriff's Office, Portland Police Bureau, and Childrens Services Division. The site specific costs included in this budget modification include movers, telephones, photocopier, office signage, and two PCs for the deputy DAs assigned to MDT.

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

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

Space to house this program had not be identified until September, 1993.

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

This is a one-time-only expenditure which is too large to be absorbed within the District Attorney's office current budget appropriation. Other participants will fund their portion of the new MDT program costs, this request is for only DA costs.

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

None

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

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

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

Michael Severant  
Signature of Department Head/Elected Official

9-30-93  
Date

BUDGET MODIFICATION NO. DA 4

(For Clerk's Use) Meeting Date OCT 28 1993  
Agenda No. R-19

1. REQUEST FOR PLACEMENT ON THE AGENDA 21-Oct-93

(Date)

DEPARTMENT District Attorney

DIVISION Circuit Court

CONTACT Kelly Bacon

TELEPHONE 248-3105

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

SUGGESTED AGENDA TITLE

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

**Budget Modification DA #4 Appropriates \$14,310 in Unanticipated Department of Justice Equitable Sharing Funds and Adds \$57,696 of Unanticipated State Witness Fees to the General Fund Contingency.**

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF THE MODIFICATION (Explain the changes this Bud Mod makes. Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

This budget modification appropriates \$14,310 in Federal Equitable Sharing (forfeiture) funds. The District Attorney plans to pass the forfeiture monies through to the National College of District Attorney's and the National District Attorney's Association Environmental Crime Unit (\$7,500). The remainder of the funds will be used to purchase three 800 MHZ radios for the DA Investigators. The expenditure of Federal forfeiture monies in this fashion has been approved by the Department of Justice (see attached letter).

As a side note, the District Attorney has also received \$57,696 of State Witness Fee revenue. This money will pass into General Fund Contingency.

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

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 OCT 18 AM 10:48

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

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

Originated By <b>Tom Simpson/Kelly Bacon</b>	Date <b>13-Oct-93</b>	Department Director	Date
Plan/Budget Analyst <i>T/Simpson</i>	Date <b>10/18/93</b>	Employee Services	Date
Board Approval <i>Wendy C. Royster</i>	Date <b>10/28/93</b>		



# REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. DA#4 2. Amount requested from General Fund Contingency: \$14,310

3. Summary of request:

The District Attorney's office received unanticipated revenue and seeks to appropriate these funds

The Department of Justice equitable sharing program brought in \$14,310 in never before received federal forfeiture funds.

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

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

This is the first time the District Attorney's office has received federal forfeiture funds of this nature.

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

All funding for these expenditures will come from new unanticipated revenue in the DA's office.

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

None

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

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

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

Michael Schesnik  
Signature of Department Head/Elected Official

9/30/94  
Date



U.S. Department of Justice

Office of the Deputy Attorney General

*Executive Office for Asset Forfeiture*

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Washington, D.C. 20530

November 4, 1992

Honorable James M. Catterson, Jr.  
District Attorney  
County of Suffolk  
H. Lee Dennison Executive Office Building  
Veterans Memorial Highway  
Hauppauge, NY 11788-5401

Dear Mr. Catterson:

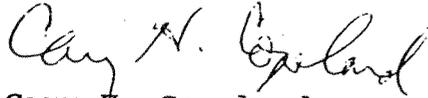
This responds to your letter of October 28, 1992, requesting an advisory opinion as to a contemplated use of federal equitable sharing monies. Specifically, you inquired whether District Attorneys could transfer federal sharing monies to the National Environmental Crime Prosecution Center of the National District Attorneys Association.

Such transfers would clearly be for a law enforcement purpose within The Attorney General's Guidelines on Seized and Forfeited Property. Although the Department has generally disapproved the "pass-through" of sharing monies to other agencies or entities, the "anti-pass-through" rule was intended primarily to protect against the diversion of sharing monies to non-law enforcement purposes. Moreover, the entity which would receive these transfers is an adjunct of a national organization of which the transferring District Attorneys are members.

In sum, such transfers would be permissible subject to the following documentation requirements necessary to establish a proper audit trail. First, transferring offices should retain a copy of this letter in their files and clearly document the date and amount of any transfer to the National Environmental Crime Prosecution Center. Second, written notice of the date and amount of any such transfers should be forwarded to this Office. Third, the Center should provide periodic reports to this Office (at least annually) on uses of the transferred monies so that we will have available a complete record of transfers and uses in the event of an audit or a Congressional or other inquiry. I trust that these modest documentation requirements will not be perceived as unduly burdensome.

I hope the above is fully responsive to your inquiry and that you will not hesitate to let me know if you have questions or require further information.

Sincerely,

A handwritten signature in cursive script that reads "Cary H. Copeland". The signature is written in dark ink and is positioned above the typed name.

Cary H. Copeland  
Director and Chief Counsel



U.S. Department of Justice

Office of the Deputy Attorney General

Executive Office for Asset Forfeiture

Washington, D.C. 20530

June 7, 1993

Robert S. Fertitta, Esquire  
Associate Dean  
National College of District Attorneys  
University of Houston Law Center  
Houston, TX 77204-6380

Dear Bob:

This responds to your letter of May 26, 1993, inquiring whether prosecuting attorneys who receive transfers of federal forfeiture proceeds through the equitable sharing program can properly contribute such funds to the National College of District Attorneys.

In view of the non-profit nature of the College, your close relationship with the National District Attorneys Association, your clear law enforcement function, and the fact that you supply training for State and local prosecutors, I see no impediment whatsoever to the transfer of sharing proceeds from a receiving State or local prosecutive agency to the National College of District Attorneys. In fact, I place a high priority on training and would be most gratified if it develops that the federal forfeiture program can indirectly benefit the National College.

I hope this is fully responsive to your inquiry and that you will let me know if you have further questions or require additional information.

Sincerely,

A handwritten signature in cursive script that reads "Cary Copeland".

Cary H. Copeland  
Director and Chief Counsel

# National College of District Attorneys

University of Houston Law Center  
Houston, Texas 77204-6380  
(713) 747-NCDA  
FAX: (713) 743-1850

John Jay Douglass  
Dean  
Robert S. Fertitta  
Associate Dean

July 7, 1993

The Honorable Michael D. Schrunk  
District Attorney  
1021 S.W. Fourth #600  
Portland, OR 97204

Dear Mr. Schrunk:

In March I wrote to you asking for your assistance in securing private funding for the College. As I noted then, we must secure about twenty-five percent of our budget from sources other than tuition. Fortunately the private sector has been very helpful through the years.

Since my original letter, we have received information which we believe is very significant. I am enclosing a copy of a letter received from the Director and General Counsel of the Executive Office for Asset Forfeiture of the Department of Justice, Mr. Cary H. Copeland. As you can see he makes clear that federal forfeiture program funds are eligible for contribution to the College.

I recognize the many demands on your funds but, I bring this to your attention as a possible source of support for the College. This could be as an alternative or in addition to private sector donors in the community.

It is our hope that you will be able to assist the College in its funding.

Sincerely,

  
JOHN JAY DOUGLASS  
Dean

JJD\scb  
Enclosure



Regents of the College—*Representing National District Attorneys Association*: Thomas J. Charron, Chairman, Robert H. Macy, Edwin L. Miller, William L. Murphy, Sandra A. O'Connor, William C. O'Malley; *Representing American Bar Association*: Edwin Meese III, John K. Van de Kamp; *Representing American College of Trial Lawyers*: Beale Dean, Morris Harrell; *Representing International Academy of Trial Lawyers*: James F. Neal; *Representing University of Houston*: Robert Knauss; *Regents Emeriti*: John M. Price, Carol Vance, Newman Flanagan, Robert W. Meserve.

*Founding Regents*: Louis B. Nichols (1906–1977), Leon Jaworski (1905–1982), J. Frank Coakley (1898–1983).

**BUDGET MODIFICATION NO.** MCS04

(For Clerk's Use) Meeting Date OCT 28 1993  
Agenda No. R-20

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_ (Date)  
DEPARTMENT Sheriff's Office DIVISION \_\_\_\_\_  
CONTACT Larry Aab TELEPHONE 251-2489  
\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD \_\_\_\_\_

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

Budget modification requesting authorization to transfer \$44,690 from contingency to the Sheriff's Budget to pay for an employee of the Police Activities League (PAL).

**(Estimated Time Needed on the Agenda)**

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)  
 PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification will transfer \$44,690 from contingency to the pass-through line item to appropriate funds to pay for the cost of the Assistant Program Manager position at PAL.

MULTNOMAH COUNTY  
OREGON  
1993 OCT 18 AM 10:42  
BOARD OF  
COUNTY COMMISSIONERS

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

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

Originated By	Date	Department Manager	Date
		<u>Bob Skippes</u>	<u>9/30/93</u>
Budget Analyst	Date	Personnel Analyst	Date
<u>Thomas D. G.</u>	<u>10/18/93</u>		
Board Approval			Date
<u>Deborah C. Bogstad</u>			<u>10/28/93</u>



# REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. MCSO 1 2. Amount requested from General Fund Contingency: \$ 44,690

3. Summary of request:

Funding of the Assistant Program Manager position for the Police Activities League

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? yes If so, when? 1993-94 budget process  
If so, what were the circumstances of its denial?

Lack of available funding

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

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

All units are operating at 100%

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

None

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

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

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

Bob Skipper Jr.  
Signature of Department Head/Elected Official

9/30/93  
Date

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: 9/28/93

REQUESTED PLACEMENT DATE: 10/14/93

RE: BUDGET MODIFICATION

I. Recommendation/Action Requested:

Approval of budget modification transferring \$44,690 from contingency to pay for a position for the Police Activities League.

II. Background/Analysis:

The Police Activities League has lost its funding for staff positions. This transfer will allow PAL to continue to fund a staff position. This position was approved by the Board in August, 1993, with a request that we come back to the Board for a first quarter contingency tap.

III. Financial Impact:

The modification will reduce the contingency account \$44,690.

IV. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

None

VII. Citizen Participation:

Lobbying efforts by those affiliated with PAL.

VIII. Other Government Participation:

The Portland Police Bureau and the Gresham Police Department have funded positions with PAL.

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

(Date)

DEPARTMENT Sheriff's Office  
CONTACT Larry Aab

DIVISION All  
TELEPHONE 251-2489

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

Larry Aab

SUGGESTED

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

Appropriates \$1,262,498 from General Fund Contingency for Corrections Officer's cost of living adjustment (COLA). This adjustment was agreed upon in the recent contract settlement.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

Personnel changes are shown in detail on the attached sheet

This budget modification adds money to the Sheriff's Office budget to pay for the COLA agreed to through collective bargaining. The 93-94 Budget does not account for the COLA for the last fiscal year (92-93: 5%) or for the 93-94 amount (4.5%). Both amounts are appropriated through this budget modification.

This adjustment effects 340 FTE in the Sheriff's Office which includes the classifications of Corrections Officer and Corrections Sergeant. They are members of the Multnomah County Corrections Officers Association.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase Service Reimbursement revenue to the Insurance Fund: \$53,937

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

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

Date

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

Originated By Tom Simpson/Laura Harryman Date 9/21/93 Department Director Jerry Clark (JS) Date 10-1-93

Plan/Budget Analyst Thomas D Sy Date 10-1-93 Employee Services \_\_\_\_\_ Date \_\_\_\_\_

Board Approval W. DeBorja C. Socastro Date 10/28/93

MULTNOMAH COUNTY  
OREGON  
1993 OCT 18 AM 10:48  
CLERK OF COUNTY COMMISSIONERS



**CORRECTIONS OFFICERS WAGE SETTLEMENT**

223

ORG	FTE	BASE	0.0972 COLA	0.3534 FRINGE	0.06 INSUR	TOTAL	
<b>GENERAL FUND</b>							
3008	1.00	45,852	4,457	1,575	267	6,299	Inspections
3601	1.00	40,690	3,955	1,398	237	5,590	Svcs Admin
3604	2.00	76,818	7,467	2,639	448	10,553	Training
3606	1.00	45,852	4,457	1,575	267	6,299	Mgmt & Fiscal
3608	2.00	81,786	7,950	2,809	477	11,236	Equip & Prop
3810	4.60	188,775	18,349	6,485	1,101	25,934	Corr Br Admin
3931	125.00	4,314,039	419,325	148,189	25,159	592,673	MCDC
3931	Overtime	242,333	23,555	8,324	1,413	33,292	MCDC
3933	37.60	1,323,946	128,688	45,478	7,721	181,887	Booking & Release
3933	Overtime	108,168	10,514	3,716	631	14,860	Booking & Release
3936	20.40	748,192	72,724	25,701	4,363	102,788	MCCF
3936	Overtime	57,926	5,630	1,990	338	7,958	MCCF
3941	12.60	448,091	43,554	15,392	2,613	61,560	MCIJ
3941	Overtime	38,420	3,734	1,320	224	5,278	MCIJ
3946	10.40	363,912	35,372	12,501	2,122	49,995	MCRC
3946	Overtime	29,555	2,873	1,015	172	4,060	MCRC
4112	4.00	138,993	13,510	4,774	811	19,095	Classification
4112	Overtime	5,086	494	175	30	699	Classification
4117	9.00	332,656	32,334	11,427	1,940	45,701	Close Street
<b>TOTAL</b>	<b>230.60</b>	<b>8,631,090</b>	<b>838,942</b>	<b>296,482</b>	<b>50,337</b>	<b>1,185,761</b>	
<b>LEVY FUND</b>							
			0.0142				
3955	97.00	3,373,140	47,899	16,927	2,874	67,700	
3955	Overtime	402,859	5,721	2,022	343	8,085	
3961	11.00	400,324	5,685	2,009	341	8,035	
4112	1.40	49,977	710	251	43	1,003	
<b>TOTAL</b>	<b>109.40</b>	<b>4,226,300</b>	<b>60,013</b>	<b>21,209</b>	<b>3,601</b>	<b>84,823</b>	
<b>AGENCY TOTAL</b>	<b>340.00</b>	<b>12,857,390</b>	<b>898,955</b>	<b>317,691</b>	<b>53,937</b>	<b>1,270,584</b>	

**NOTES**

The 9.72% is derived from 5% COLA for 92-93 fiscal year and the 4.5% COLA for the 93-94 fiscal year. It works out to 9.72% for the two years. This was done because there was no money put into FY93's budget to cover for the COLA that year. Thus the entire settlement amount is placed into the 93-94 budget.

The 1.42% used for the jail levy fund is the difference between how much the SO budgeted (8.3%) and what the total ended up being (9.72%)

**BUDGET MODIFICATION NO.** MC 50 6 Revised

(For Clerk's Use) Meeting Date OCT 28 1993

Agenda No. R-22

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_ (Date)

DEPARTMENT Sheriff's Office DIVISION \_\_\_\_\_  
 CONTACT Larry Aab TELEPHONE 251-2489  
 \*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD \_\_\_\_\_

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

Budget modification requesting authorization to transfer \$33,000 from contingency to the Sheriff's Budget to cover the cost of the Community Service Officer at the David Douglas Safety Action Team with \$18,000 of the funds to be repaid by the David Douglas School District  
 (Estimated Time Needed on the Agenda)

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

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification will transfer \$33,000 to the Sheriff's personal services budget to fund the cost of one Community Service Officer for the David Douglas Safety Action Team. The David Douglas School District will pay for \$18,000 of the cost of this position.

BOARD OF COUNTY COMMISSIONERS  
 MULTNOMAH COUNTY  
 OREGON  
 1993 OCT 18 AM 10:49

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

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

Originated By	Date	Department Manager	Date
		<u>Bob Shippen Jr.</u>	<u>9/30/93</u>
Budget Analyst	Date	Personnel Analyst	Date
<u>[Signature]</u>	<u>10-18-93</u>		
Board Approval			Date
<u>[Signature]</u>			<u>10/28/93</u>

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

MCSO 6 (revised)

5. ANNUALIZED PERSONNEL CHANGES

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

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
1.00	Community Service Officer	29,741	8,012	7,319	45,072
1.00	TOTAL CHANGE (ANNUALIZED)	29,741	8,012	7,319	45,072

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

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

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
0.75	Community Service Officer	21,917	7,746	3,337	33,000
TOTAL CURRENT FISCAL YEAR CHANGES		21,917	7,746	3,337	33,000



**BUDGET MODIFICATION NO. MC506**

(For Clerk's Use) Meeting Date OCT 28 1993  
 Agenda No. R-22

**1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_ (Date)**

DEPARTMENT Sheriff's Office DIVISION \_\_\_\_\_  
 CONTACT Larry Aab TELEPHONE 251-2489  
 \*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD \_\_\_\_\_

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

Budget modification requesting authorization to transfer \$45,072 from contingency to the Sheriff's Budget to cover the cost of the Community Service Officer at the David Douglas Safety Action Team with \$18,000 of the funds to be repaid by the David Douglas School District  
 (Estimated Time Needed on the Agenda)

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

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification will transfer \$45,072 to the Sheriff's personal services budget to fund the cost of one Community Service Officer for the David Douglas Safety Action Team. The David Douglas School District will pay for \$18,000 of the cost of this position.

1993 OCT 18 AM 10:49  
 CLERK OF COUNTY COMMISSIONERS  
 MULTNOMAH COUNTY  
 OREGON

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

Increase service reimbursement to insurance fund \$7,319

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

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

Originated By	Date	Department Manager	Date
		<u>Bob Skipper PC</u>	<u>9/30/93</u>
Budget Analyst	Date	Personnel Analyst	Date
<u>[Signature]</u>	<u>10-18-93</u>		
Board Approval			Date

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

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Budget FY Change Increase (Decrease)	Sub-Total	Description
		100	025	3180			5100			29,741		Permanent
							5500			8,012		Fringe
							5550			7,319		Insurance
											45,072	Personal Services
		400	050	7531			6580			7,319		Insurance
		100	045	9120			7700			(45,072)		Contingency

////// TOTAL EXPENDITURE CHANGE 7,319 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	Budget FY Change Increase (Decrease)	Sub-Total	Description
		400	050	7040			6600					General Fund

////// TOTAL REVENUE CHANGE TOTAL REVENUE CHANGE

**PERSONNEL DETAIL FOR BUD MOD NO. MCSO 86**

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	Community Service Officer	29,741	8,012	7,319	45,072
	TOTAL CHANGE (ANNUALIZED)	29,741	8,012	7,319	45,072

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)
Same as above					

# REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. mc 5060 2. Amount requested from General Fund Contingency: \$ 45,072

3. Summary of request:

Funding of one Community Service Officer for the David Douglas Safety Action Team with \$18,000 of the funds to come from David Douglas Schools

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? yes If so, when? 1993-94 Budget Process  
If so, what were the circumstances of its denial?

Lack of available funding

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

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

All funds allocated to the Sheriff's Office will be spent.

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

\$18,000 will be repaid to the contingency account from the David Douglas School District.

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

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

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

Bob Springer  
Signature of Department Head/Elected Official

9/30/93  
Date

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: 9/28/93

REQUESTED PLACEMENT DATE: 10/14/93

RE: BUDGET MODIFICATION

I. Recommendation/Action Requested:

Approval of budget modification transferring \$45,072 from contingency for a Community Service Officer (CSO) for the David Douglas Safety Action Team.

II. Background/Analysis:

This position was one of three CSO positions funded by the Housing Authority of Portland through 5/20/93. The position has remained filled since that time even though we have no funding.

III. Financial Impact:

\$23,072 will be the actual amount that will come out of contingency after we receive a promised \$18,000 payment from the David Douglas School District

IV. Legal Issues:

None

V. Controversial Issues:

The position and the person filling it are very popular in the David Douglas neighborhood as has been shown by extensive lobbying of the board during the 1993-94 budget process.

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

The lobbying of citizens as mentioned in #5 above.

VIII. Other Government Participation:

An agreement has been reached with the David Douglas School District for partial funding. An IGA will be presented to the Board in the near future.

**BUDGET MODIFICATION NO.** MCSO 7

(For Clerk's Use) Meeting Date OCT 28 1993  
Agenda No. R-23

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_ (Date)

DEPARTMENT Sheriff's Office DIVISION \_\_\_\_\_  
CONTACT Larry Aab TELEPHONE 251-2489  
\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD \_\_\_\_\_

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

Budget modification requesting authorization to transfer \$11,487 from contingency to the Sheriff's budget to pay for the reclassification of two employees.

**(Estimated Time Needed on the Agenda)**

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

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification will transfer \$11,487 from contingency to the Sheriff's personal services line items to pay for the cost of the reclassification of a Sheriff's Operations Technician Supervisor to a Sheriff's Operations Administrator effective 5/23/93.

It will also pay for the cost of the reclassification of a Operations Supervisor to an MCSO Office Operations Supervisor effective 7/1/93.

MULTNOMAH COUNTY  
OREGON  
1993 OCT 18 AM 10:49  
BOARD OF  
COUNTY COMMISSIONERS

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

Increase service reimbursement to insurance fund \$533.

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

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

*Handwritten entries:*  
 Department Manager: Bob Stappenberg Date: 9/30/93  
 Budget Analyst: Tom D. [Signature] Date: 10-18-93

EXPENDITURE TRANSACTION EB [ ]

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

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Budget FY Change Increase (Decrease)	Sub-Total	Description
		100	025	3605			5100			3,924		Permanent
							5500			1,057		Fringe
							5550			251		Insurance
				4017			5100			4,705		Permanent
							5500			1,268		Fringe
							5550			282		Insurance
											11,487	Personal Services
		400	050	7531			6580			533		Insurance
		100	045	9120			7700			(11,487)		Contingency
TOTAL EXPENDITURE CHANGE										533		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	Budget FY Change Increase (Decrease)	Sub-Total	Description
		400	050	7040			6600			533		General Fund
TOTAL REVENUE CHANGE										533		TOTAL REVENUE CHANGE

# REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. MCSO X-2 2. Amount requested from General Fund Contingency: \$11,487

3. Summary of request:

Funding for the cost of two reclassifications within the Sheriff's Office.

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

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

The outcome of the reclassification requests was not known at the time.

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

All units within the Sheriff's Office are expected to spend 100% of their budgets.

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

None

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

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

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

B. S. Snippens  
Signature of Department Head/Elected Official

9/30/93  
Date

**PERSONNEL DETAIL FOR BUD MOD NO. MCSO X7**

**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)	Operations Supervisor	(33,451)	(9,012)	(7,968)	(50,431)
(1)	Sheriff's Operations Tech. Supervisor	(29,831)	(8,036)	(7,660)	(45,527)
1	MCSO Office Operations Supervisor	37,375	10,069	8,219	55,663
1	Sheriff's Operations Administrator	34,536	9,304	7,942	51,782
0	TOTAL CHANGE (ANNUALIZED)	8,629	2,325	533	11,487

**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)
	Same as above				

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: 9/28/93

REQUESTED PLACEMENT DATE: 10/14/93

RE: BUDGET MODIFICATION

I. Recommendation/Action Requested:

Approval of budget modification transferring \$11,487 from contingency to pay for the reclassification of two employees.

II. Background/Analysis:

Reclassification requests were approved for these two positions by our Employee Services Personnel Analyst.

III. Financial Impact:

This will reduce the contingency account \$11,487. The Sheriff's Office does not have funds in their budget to pay for this request.

IV. Legal Issues:

None

V. Controversial Issues:

According to Bargaining Unit agreements, increased salaries must be paid.

VI. Link to Current County Policies:

None

VII. Citizen Participation:

None

VIII. Other Government Participation:

None

**BUDGET MODIFICATION NO.** MCSO 8

(For Clerk's Use) Meeting Date OCT 28 1993

Agenda No. R-24

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

(Date)

DEPARTMENT Sheriff's Office

DIVISION \_\_\_\_\_

CONTACT Larry Aab

TELEPHONE 251-2489

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

**SUGGESTED**

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

Budget modification requesting authorization to transfer \$71,108 from contingency to the Sheriff's Budget to pay for the addition of two JDH Court Services Deputies.

(Estimated Time Needed on the Agenda)

**2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do 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 transfer \$71,108 from contingency to the Sheriff's Office personal services line items to pay for the cost of two deputies to work at JDH beginning 11/1/93. It will also cover the cost of hiring, uniforms, and radios.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 OCT 18 AM 0:49

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

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

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

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

*Tommy S. [Signature]*      *10-18-93*      *Bob Skipper [Signature]*      *9/30/93*  
*Deborah C. [Signature]*      *10/28/93*

EXPENDITURE TRANSACTION EB [ ]      GH [ ]      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
		100	025	4030			5100			42,668		Permanent
							5500			15,078		Fringe
							5550			7,962		Insurance
							6110			2,080		Professional Services
							6230			1,200		Supplies
							8400			2,120		Equipment
		400	050	7531			6580			7,962		Insurance
		100	045	9120			7700			(71,108)		Contingency
TOTAL EXPENDITURE CHANGE										7,962		TOTAL EXPENDITURE CHANGE

REVENUE TRANSACTION RB [ ]      GH [ ]      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	050	7040			6600			7,962		General Fund
TOTAL REVENUE CHANGE												TOTAL REVENUE CHANGE

**PERSONNEL DETAIL FOR BUD MOD NO. MCSO 8**

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)
2	Deputy Sheriff	63,684	22,506	11,884	98,074
	TOTAL CHANGE (ANNUALIZED)	63,684	22,506	11,884	98,074

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	Add 1.33 (2 x .67) Deputy Sheriff Positions	42,668	15,078	7,962	65,078

## REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. mcso 8 2. Amount requested from General Fund Contingency: \$155,441.

3. Summary of request:

The Sheriff's Office requests \$71,108 from Contingency to fund two JDH Court Services Deputies for the period of Nov. 1, 1993 through June 30, 1994. These deputies will provide the additional court room security and transport of juveniles needed at the Donald E. Long facility.

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

If so, what were the circumstances of its denial?

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

Originally, the construction of the new juvenile justice building was to take place in three phases. Hoffman & Architects now plan to complete the project in two phases. The advanced schedule requires a temporary transformation of a portion of the old building into a temporary admissions area, adjacent to the new Detention facility, and the construction of a temporary courtroom for in-custody hearings. The Detention's operations and court room will be physically separated from the other public access areas and court rooms.

The earlier building completion date and its subsequent impact on security issues were not known at the time of the annual budget process.

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

We have not been able to identify any other funding sources which will cover these staffing needs.

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

Not applicable.

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

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

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

Bob Stappan  
Signature of Department Head / Elected Official

10/12/93  
Date

# REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. MCSO 8 2. Amount requested from General Fund Contingency: \$71,108

3. Summary of request:

Two Deputy Sheriff positions to work at JDH beginning 11/1/93.

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

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

The need was not anticipated.

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

The Sheriff's Office is expected to spend their budget at 100%.

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

None

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

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

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

Bob Skupper  
Signature of Department Head/Elected Official

9/30/93  
Date

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: 9/28/93

REQUESTED PLACEMENT DATE: 10/14/93

RE: BUDGET MODIFICATION

I. Recommendation/Action Requested:

Approval of budget modification transferring \$71,108 from contingency to pay for a two Deputies to work at JDH.

II. Background/Analysis:

Security concerns require the addition of two deputies to work as court guards at JDH.

III. Financial Impact:

The modification will reduce the contingency account \$71,108.

IV. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

None

VII. Citizen Participation:

None

VIII. Other Government Participation:

None

TRANSPORTS FOR JULY

* Donald E. Long Home to Downtown court (1 remanded to MCDC)	4
* Donald E. Long Home to PPB/Identification	9
Donald E. Long Home to MacLaren (commitment)	1
Donald E. Long Home to MCDC (adult arrest)	4
Donald E. Long Home to MCDC (juvenile found to be adult)	2
* MacLaren to Donald E. Long Home 1 remanded to MCDC 1 remanded to Marion Co. Jail/MacLaren	4 1
*MacLaren to Downtown Court	1
* Hillcrest to Donald E. Long Home	2
* MCDC to MacLaren	1
* MCDC to Donald E. Long Home (Juveniles arrested after 18, but needed to return to complete earlier charges)	2
* Oregon State Hospital to Downtown Court (Released by OSH returned to MacLaren)	1
* Round trips unless noted	

TRANSPORTS FOR: August 93

- \* Donald E. Long Home to Downtown Court 5  
(Remanded to MCDC) 8  
(Sent to MacLaren)
- \* Donald E. Long Home to PPB/Identification 4
- Donald E. Long Home to MacLaren (Commitment) 3
- Donald E. Long Home to MCDC 5  
(Adult arrest)  
(Hispanics found to be adults) 0
- Donald E. Long Home to Holiday Park Hospital 1
- Donald E. Long Home to Rosemont 0
- \* MacLaren to Donald E. Long Home 3  
(Remanded to MCDC) 1
- \* MacLaren to Downtown Court 6
- \* Hillcrest to Donald E. Long Home 1
- \* Hillcrest to Downtown Court 1
- MCDC to MacLaren 2
- \* MCDC to Donald E. Long Home 0  
(Juveniles arrested after 18, but needed to return  
to complete earlier charges)
- \* Oregon State Hospital to Downtown Court 0
- Corvallis House to Donald E. Long Home 2
- Airport to Donald E. Long Home 0  
(Juvenile with Warrant)
- Courthouse to Donald E. Long Home 1
- \* Camp Hilgard to Donald E. Long Home 0

These transports are done by the lone deputy assigned to JDH.  
When these transports are done, JDH is left without any security.

- \* Round Trips Unless Noted
- \*\* Does not include transports done by JDH personnel

TRANSPORTS FOR: September 93

- \* Donald E. Long Home to Downtown Court 3  
(Remanded to MCDC) 2  
(Sent to MacLaren) 1
- \* Donald E. Long Home to PPB/Identification 2
- Donald E. Long Home to MacLaren (Commitment) 0
- Donald E. Long Home to MCDC 1  
(Adult arrest)  
(Hispanics found to be adults) 3
- Donald E. Long Home to Holiday Park Hospital 0
- Donald E. Long Home to Rosemont 1
- \* MacLaren to Donald E. Long Home 2  
(Remanded to MCDC) 1
- \* MacLaren to Downtown Court 8
- \* Hillcrest to Donald E. Long Home 0
- \* Hillcrest to Downtown Court 1
- MCDC to MacLaren 0
- \* MCDC to Donald E. Long Home 4  
(Juveniles arrested after 18, but needed to return  
to complete earlier charges)
- \* Oregon State Hospital to Downtown Court 0
- Corvallis House to Donald E. Long Home 1
- Airport to Donald E. Long Home 1  
(Juvenile with Warrant)
- Courthouse to Donald E. Long Home 0
- \* Camp Hilgard to Donald E. Long Home 1

*These transports are done by the lone deputy at JDH.  
When the deputy is forced to leave JDH is without any  
security.*

\* Round Trips Unless Noted

\*\* Does not include transports handled by JDH personnel.

**BUDGET MODIFICATION NO.** MC50-9

(For Clerk's Use) Meeting Date OCT 28 1993  
Agenda No. R-25

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR October 14, 1993  
(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 transferring \$15,000 from contingency to the Sheriff's budget to appropriate ROCN revenue for word processing support.

(Estimated Time Needed on the Agenda)

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

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification will transfer \$15,000 from contingency to the Equipment line item in the Office Automation Unit budget. Funds will be repaid to the contingency account through a contract with ROCN for word processing support. The Office Automation Unit will use the funds to pay for needed upgrades to dictation equipment or printers.

BOARD OF  
COUNTY COMMISSIONERS  
1993 OCT 18 AM 10:49  
MULTIOMAH COUNTY  
OREGON

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

4. 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		



REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. MCSO 69 2. Amount requested from General Fund Contingency: \$15,000

3. Summary of request:

Addition to the Sheriff's Office equipment line item to pay for needed upgrades in the Office Automation unit.

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

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

The contract with ROCN was not developed at that time.

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

This request appropriates funds that will be repaid in revenue.

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

Funds will be repaid through a contract for word processing support with ROCN.

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

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

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

Bob Shipp  
Signature of Department Head/Elected Official

9/28/93  
Date

BUDGET MODIFICATION NO.

Nond #04

(For Clerk's Use) Meeting Date  
Agenda No.

OCT 28 1993

R-26

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

(Date)

DEPARTMENT Nondepartmental

DIVISION Chair

CONTACT Delma Farrell

TELEPHONE 3593

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Chair Beverly Stein and Bill Farver

SUGGESTED

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

This budget modification requests for \$15,600 for the Chair's transitional costs.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

Personnel changes are shown in detail on the attached sheet

This budget modification requests for unbudgeted transitional costs.  
It increases both Supplies and Equipment by \$7,800 each for a total of \$15,600.  
This is for computer upgrades, software and other start up costs for the new Chair.

General Fund contingency is reduced by \$15,600.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

BOARD OF  
COUNTY COMMISSIONERS  
1993 OCT 18 AM 10:50  
MULTI-COUNTY  
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

General Fund Contingency before this modification (as 8-31-93) 3,550,613  
Date  
After this modification 3,535,013

Originated By <u>Delma Farrell</u>	Date <u>10/11/93</u>	Department Director <u>Beverly Stein</u>	Date <u>10/11/93</u>
Plan/Budget Analyst <u>Chris Hay</u>	Date <u>10/3/93</u>	Employee Services	Date
Board Approval <u>Wendy C. Boustan</u>		Date <u>10/28/93</u>	

EXPENDITURE

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

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

BUDGET FY 1993-94

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
										0		
										0		
										0		
										0		
Nond 04	C	100	50	9201			6230	4,500	12,300	7,800		Supplies
Nond 04	A	100	50	9201			8400	0	7,800	7,800		Equipment
										0		
										0		
										0		
Nond 04	C	100	45	9120			7770	3,550,613	3,535,013	(15,600)		Contingency
										0		
										0		
										0		
										0		
TOTAL EXPENDITURE CHANGE										0	0	

REVENUE

TRANSACTION RB GM [ ]

TRANSACTION DATE \_\_\_\_\_

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

BUDGET FY \_\_\_\_\_

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

# REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. Nond 4 2. Amount requested from General Fund Contingency: \$ 15,600

3. Summary of request:

Budget Modification Nond 4 will reimburse the Chair's Office for unanticipated start up costs for new commissioner, for computer equipment and software upgrades and office supplies, letterhead.

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

5. Why was this expenditure not included in the annual budget process?  
Unanticipated new commissioner term.

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

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

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

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

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

Beverly Stein  
Signature of Department Head/Elected Official

\_\_\_\_\_  
Date

BUDGET MODIFICATION NO.

NOND #05

(For Clerk's Use) Meeting Date  
Agenda No.

OCT 28 1993

R-27

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

(Date)

DEPARTMENT Nondepartmental

DIVISION Chair

CONTACT Delma Farrell

TELEPHONE X 3953

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOAR Chair Beverly Stein and Bill Farver

SUGGESTED

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

This budget modification requests for \$7,798 to fund underbudgeted dues and land use assessments for the Association of Oregon Counties.

(Estimated Time Needed on the Agenda)

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

Personnel changes are shown in detail on the attached sheet

This budget modification increases the amount budgeted for the Association of Oregon Counties by \$7,798. The increased AOC dues was not made known to the County until after the budget was adopted.

General Fund Contingency is reduced by \$7,798 to fund this request.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 OCT 18 AM 10:51

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

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

<u>General</u>	Fund Contingency before this modification (as <u>8-31-93</u> )	<u>3,551,665</u>
	Date	
	After this modification	<u>3,543,867</u>

Originated By <u>Bill Farver</u>	Date <u>9-30-93</u>	Department Director <u>Beverly Stein</u>	Date <u>9-30-93</u>
Plan/Budget Analyst <u>Cheryl Hays</u>	Date <u>9/30/93</u>	Employee Services	Date
Board Approval <u>REBORAH C Borstad</u>	Date <u>10/28/93</u>		

EXPENDITURE

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

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

BUDGET FY 1993-94

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
										0		
NOND 05	C	100	50	9208			6620	78,193	85,991	7,798		DUES/SUBSCRIPTIONS
										0		
NOND 05	C	100	45	9120			7700	3,551,665	3,543,867	(7,798)		CONTINGENCY
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL EXPENDITURE CHANGE										0	0	

REVENUE

TRANSACTION RB GM [ ]

TRANSACTION DATE \_\_\_\_\_

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

BUDGET FY \_\_\_\_\_

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

# REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. NOND 05 2. Amount requested from General Fund Contingency: \$ 7798

3. Summary of request:

Increases amount budgeted for the Association of Oregon Counties by \$7798, \$4064 in underfunded dues and \$3734 in land use assessments

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? yes If so, when? \_\_\_\_\_  
If so, what were the circumstances of its denial?

Association of Oregon dues are included in ORG 9208 annual budget requests. They have not been denied.

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

The Association of Oregon Counties did not submit their dues request to the County until after the budget was adopted. The dues amount submitted for budget purposes was at the 92-93 level.

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

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

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

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

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

Beverly Stein  
Signature of Department Head/Elected Official

9-30-93  
Date

BUDGET MODIFICATION NO.

NOND #07

(For Clerk's Use) Meeting Date  
Agenda No.

OCT 28 1993  
R-28

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

(Date)

DEPARTMENT Nondepartmental  
CONTACT Lillie Walker

DIVISION Purchasing  
TELEPHONE 3596

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

SUGGESTED

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

This budget modification requests for \$50,000 for funding a women and/or minority owned businesses disparity study jointly with the City of Portland.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

Personnel changes are shown in detail on the attached sheet

Resolution 93-301 was passed on September 2nd, 1993 regarding intergovernmental cooperation to develop incentives to increase minority and women owned businesses participation in public contracts.

This budget modification reduces General Fund Contingency by \$50,000 to fund the disparity study. This study is intended to measure the extent of and to identify the sources of racial and gender discrimination in the business sectors that receive public dollars through contracting.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

BOARD OF  
COUNTY COMMISSIONERS  
1993 OCT 18 AM 10:51  
MULTNOMAH COUNTY  
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

General Fund Contingency before this modification (as 8-31-93) 3,551,665

Date

After this modification 3,501,665

Originated By Lillie Walker Date 9/30/93

Department Director David Rojo de Steffen for Beverly Stein Date

Plan/Budget Analyst Chris Tracy Date 9/30/93

Employee Services David Rojo de Steffen for Beverly Stein Date

Board Approval Wes Borah C. Bogstad Date 10/28/93

EXPENDITURE

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

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

BUDGET FY 1993-94

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
										0		
Nond #07	C	100	50	7440			6110	13,037	63,037	50,000		Professional Services
Nond #07	C	100	45	9120			7700		(50,000)	(50,000)		Contingency
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL EXPENDITURE CHANGE										0	0	

REVENUE

TRANSACTION RB GM [ ]

TRANSACTION DATE \_\_\_\_\_

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

BUDGET FY \_\_\_\_\_

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Intergovernmental Cooperation to Develop Incentives to Increase Minority-Owned and Women-Owned Business (W/MBE) Participation In Public Contracts

RESOLUTION  
93-301

WHEREAS, Multnomah County is committed to promoting diversity in all facets of community life; and

WHEREAS, Multnomah County recognizes that the 1989 US Supreme Court decision, Croson v. City of Richmond, has diminished the ability of women and minorities to participate in public contracts at the local government level; and

WHEREAS, a recent W/MBE Feasibility Study showed a dramatic decline in participation in all areas of contracting for voluntary MBE goals; and

WHEREAS, Multnomah County has been working with other Tri-County jurisdictions to develop solutions that will help increase participation by W/MBEs in the contracting process; and

WHEREAS, The City of Portland has recently announced a "Fair Contracting and Employment Initiative"; and

WHEREAS, Multnomah County believes that by cooperating with the City of Portland in its efforts, the joint goal of diversifying contract participation and increasing economic benefits for all citizens can be more readily achieved;

NOW THEREFORE BE IT RESOLVED, that Multnomah County will participate with the City of Portland in the Contractor's Opportunity Loan Program to be implemented in conjunction with local commercial banks.

BE IT FURTHER RESOLVED, that Multnomah County will enter into an Intergovernmental Agreement with the City of Portland to provide 8 hours per month of an FTE to work with the City on Equal

08/26/93:2

Employment Opportunity contract certification and monitoring to better analyze diversification efforts by public contractors.

BE IT FURTHER RESOLVED, that Multnomah County will participate with the City of Portland in funding a MBE and WBE Disparity study to measure the extent of and identify the sources of racial and gender discrimination in the business sectors that receive public dollars through contracting.

BE IT FURTHER RESOLVED, that Multnomah County will contribute no more than \$50,000 during fiscal year 1993-94 without further Board action. Multnomah County's total contribution for funding a Disparity study will not exceed \$100,000. The Board directs staff to negotiate with the City of Portland and other participating jurisdictions details of scope of the Disparity study.

*important*

BE IT FURTHER RESOLVED, that Multnomah County will establish W/MBE participation targets for contracting that will allow the County to measure its progress in increasing W/MBE participation.

BE IT FURTHER RESOLVED, that the County Purchasing Department is authorized to take such other steps as are necessary and compatible with cooperating with the City of Portland and other Tri-County jurisdictions to increase contracting opportunities for W/MBEs.

this 2nd day of September, 1993.



By Beverly Stein  
Beverly Stein, Chair  
Multnomah County, Oregon

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By H. H. Lazenby, Jr.  
H. H. Lazenby, Jr.  
Assistant County Counsel

# REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. None 7 2. Amount requested from General Fund Contingency: \$50,000

3. Summary of request:

The board passed resolution 93-301 on September 2nd, 1993. The resolution stated that Multnomah County would contribute no more than \$50,000 in FY 93-94 for funding a disparity study to measure the extent of and to identify sources of racial and gender discrimination in the business sectors that receive public dollars through contracting.

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

NA

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

The resolution was passed on September 2nd, 1993, after the budget had been adopted.

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

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

None

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

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

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

Signature of Department Head/Elected Official \_\_\_\_\_

Date \_\_\_\_\_