

ANNOTATED MINUTES

Thursday, May 19, 1994 - 9:30 AM
Multnomah County Courthouse, Room 602

REGULAR MEETING

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

CONSENT CALENDAR

COMMISSIONER SALTZMAN ADVISED HE IS ON THE PORTLAND COMMUNITY COLLEGE BOARD AND REQUESTED THAT ITEM C-8 BE MOVED TO THE REGULAR AGENDA SO HE MAY ABSTAIN FROM VOTING. UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER COLLIER, C-8 IS MOVED TO REGULAR AGENDA.

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-7 AND C-9) WAS UNANIMOUSLY APPROVED.

COMMUNITY AND FAMILY SERVICES DIVISION

- C-1 *Ratification of Amendment No. 3 to Intergovernmental Revenue Agreement, Contract #104372, between Multnomah County Community and Family Services Division's Alcohol and Drug Program Office and the State Children's Services Division to Provide an Additional \$34,933.72 in Revenue to the County to Continue Alcohol and Drug Services Under this Agreement, Effective October 1, 1993 through June 30, 1995*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-2 *ORDER in the Matter of the Execution of Deed D941008 Upon Complete Performance of a Contract to ENRICO TRATTA*

ORDER 94-90.

- C-3 *ORDER in the Matter of the Execution of Deed D941009 Upon Complete Performance of a Contract to: TERRY L. BELL, TERREL CHARLES MITCHELL, JR., SANDRA JOCELLIA BAXTER, PATRICIA M. GEORGE, JEROME MITCHELL, BRENDA J. BRYANT, WILLIE ALLEN MITCHELL, JACKIE RENARD MITCHELL, AND MARSHALL MEYERS BELL*

ORDER 94-91.

- C-4 *Ratification of an Intergovernmental Agreement, Contract #30182-4, between the Gresham Grade School District and Multnomah County to Provide the Dedication of School Property for Road Purposed in Lieu of Replacing School Parking Facilities Displace by Road Construction, Effective Upon Signature through Completion*
- C-5 *Ratification of Amendment No. 1 to Intergovernmental Agreement, Contract #300189, between Multnomah County Transportation Division and the Oregon Department of Transportation Highway Division to Extend Agreement with ODOT for Right of Way Services Concerning Property on an "As Needed" Basis, Effective Upon Signature and to be Indefinite, unless Terminated under Item V of Original Agreement*
- C-6 *Ratification of Amendment No. 2 to Intergovernmental Agreement, Contract #300970, between Multnomah County Transportation Division and the Oregon Department of Transportation Highway Division to Extend Agreement with ODOT for Engineering Related Services on an "As Needed" Basis, Effective Upon Signature and to be Indefinite, unless Terminated as Specified in the Original Agreement*

SHERIFF'S OFFICE

- C-7 *Ratification of an Intergovernmental Agreement, Contract #800135, between Multnomah County Sheriff's Office and Mt. Hood Community College to Provide ABE/GED Instruction for Inmates within the Multnomah County Correctional Facility (MCCF) and Multnomah County Inverness Jail (MCIJ), Effective July 1, 1994 through June 30, 1995*
- C-9 *Ratification of an Intergovernmental Agreement, Contract #800175, between Multnomah County Sheriff's Office and the Board of Parole and Post Prison Supervision and Multnomah County Sheriff's Office to Allow for the Utilization of Jail and Restitution Center as Possible Local Parole Violation Sanctions, Effective July 1, 1994 through June 30, 1995*

REGULAR AGENDA

**UPON MOTION OF COMMISSIONER COLLIER,
SECONDED BY COMMISSIONER KELLEY,
CONSIDERATION OF THE FOLLOWING ITEM WAS
UNANIMOUSLY APPROVED.**

DEPARTMENT OF HEALTH

- UC-1 *PROCLAMATION in the Matter of Proclaiming May 19, 1994 ad National Emergency Medical Service Day in Multnomah County, Oregon*

COMMISSIONER COLLIER MOVED AND

COMMISSIONER HANSEN SECONDED, APPROVAL OF UC-1. BILL COLLINS READ PROCLAMATION. PROCLAMATION 94-93 WAS UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

- C-8 *Ratification of an Intergovernmental Agreement, Contract #800145, between Multnomah County Sheriff's Office and Portland Community College to Provide ABE/GED Instruction for Inmates within the Multnomah County Detention Center (MCDC) Courthouse Jail (CHJ), and Multnomah County Restitution Center (MCRC), Effective July 1, 1994 through June 30, 1995*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, C-8 WAS APPROVED, WITH COMMISSIONERS STEIN, COLLIER, KELLEY AND HANSEN VOTING AYE AND COMMISSIONER SALTZMAN ABSTAINING DUE TO HIS POSITION ON THE PORTLAND COMMUNITY COLLEGE BOARD.

- R-1 *Ratification of an Intergovernmental Agreement, Contract #800704, Between Multnomah County Sheriff's Office and the Oregon Department of Transportation to Provide Two Video Camera Systems to Field DUII Stops, Effective March 1, 1994 through September 30, 1994*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-1. LARRY AAB EXPLANATION. INTERGOVERNMENTAL AGREEMENT WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF COMMUNITY CORRECTIONS

- R-2 *Ratification of an Intergovernmental Agreement, Contract #900564, between Clackamas County, Oregon Liquor Control Commission, and Multnomah County to Provide for a Facility for a Work Release/Probation Violation Center, Effective April 15, 1994 through June 30, 1994*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. JOANNE FULLER EXPLANATION. INTERGOVERNMENTAL AGREEMENT WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

EMPLOYEE SERVICES

R-3 *First Reading of an ORDINANCE Amending ORDINANCE No. 767, in Order to Add, Delete and Revise Exempt Pay Ranges*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF THE FIRST READING. CURTIS SMITH EXPLANATION. FIRST READING WAS UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR THURSDAY, JUNE 2, 1994 AT 9:30 AM.

MANAGEMENT SUPPORT

R-4 *RESOLUTION in the Matter of Authorizing the Issuance, Sale and Delivery of Not To Exceed \$22,000,000 of Multnomah County, Oregon Education Facilities Revenue Bonds, Series, 1994 (University of Portland Project); Delegating the Approval, Execution and Delivery of the Trust Indenture, the Loan Agreement; the Approval and Authorization of the Distribution of the Preliminary and final Official Statements, and the Negotiation, Execution and Delivery of the Bond Purchase Agreement; and Related Matters*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-4. DAVE BOYER PRESENTED SUBSTITUTE RESOLUTION WITH MINOR LANGUAGE CHANGE AND EXPLANATION AND RESPONSE TO BOARD QUESTIONS. SUBSTITUTE RESOLUTION 94-92 WAS UNANIMOUSLY APPROVED.

AGING SERVICES DIVISION

R-5 *Budget Modification ASD #9405 Requesting Authorization to Transfer \$233,105 in Funds from Personnel, Materials and Services, etc., to Pass-Through Funds, to Reflect the Award of a Contract for the East County District Senior Center*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-5. KATHY GILLETTE EXPLANATION. BUDGET MODIFICATION WAS UNANIMOUSLY APPROVED.

R-6 *Budget Modification ASD #9406 Requesting Authorization to Add \$452,694 in Federal and State Funds from the Revised Allocations from the State of Oregon*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF

R-6. KATHY GILLETTE EXPLANATION. BUDGET MODIFICATION WAS UNANIMOUSLY APPROVED.

- R-7** *Budget Modification ASD #9407 Requesting Authorization to Transfer a Case Manager Sr. Position from Adult Care Home Regulation, a General Fund Program, to Community Services, a Federal/State Program*

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-7. KATHY GILLETTE EXPLANATION. BUDGET MODIFICATION WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

- R-8** *Request for Approval of a Notice of Intent to Apply for a \$600,000 Grant from the Federal Department of Health and Human Services for Funding the Expansion of Community Health Centers*

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-8. BEV LAUCK PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS. NOTICE OF INTENT UNANIMOUSLY APPROVED.

- R-9** *Request for Approval of a Notice of Intent to Apply for a Grant from the Federal Office of Special Projects of National Significance Branch of the Health Resources Services Administration to Support the Replication of a Mental Health Services Delivery Model that Provides Services to HIV Affected Clients and Families*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-9. BEV LAUCK PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS. NOTICE OF INTENT UNANIMOUSLY APPROVED.

COMMUNITY AND FAMILY SERVICES DIVISION

- R-10** *PUBLIC HEARING for the Purpose of Receiving Testimony of the Use of Community Development Block Grant Funds and the Proposed Use of Home Investment Partnerships Program Funds and Request for Approval of the Final Statement for Community Development Black Grant Funds for 1994-95*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-10. CECILE PITTS PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS. PUBLIC

TESTIMONY RECEIVED FROM MARGE JOZSA AND JILL BILLS IN SUPPORT OF THE PROPOSED USE OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS. R-10 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

R-11 First Reading of an ORDINANCE adopting an Ambulance Service Plan for Multnomah County Pursuant to ORS 823.180

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF THE FIRST READING.

BILL COLLINS AND DR. GARY OXMAN PRESENTED OVERVIEW, DISCUSSION AND RESPONSE TO BOARD QUESTIONS.

TESTIMONY RECEIVED FROM RICHARD BURKE, CHRIS THOMAS, CHIEF BOB WALL, TERRY MARSH, LORI HAMM, JEFFREY LAWRENCE, DAVID SMALLWOOD AND JOHN PRAGGASTIS.

(SALTZMAN AMENDMENT #1)

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, CONSIDERATION AND APPROVAL OF THE FOLLOWING AMENDMENT TO THE MULTNOMAH COUNTY EMERGENCY MEDICAL SERVICES AMBULANCE SERVICE AREA PLAN:

(PAGE 16, ¶ 5)

CHANGE "...RESPONSE GOAL... TO "...RESPONSE STANDARD..." TO READ:

"THE RESPONSE STANDARD FOR URBAN FIRST RESPONDERS IS FOUR (4) MINUTES, ZERO (0) SECONDS OR LESS TO AT LEAST NINETY (90) PER CENT OF MEDICAL CALLS."

AND

(PAGE 6, NO. 2)

"2. FIRST RESPONSE TO 9-1-1 MEDICAL CALLS WILL BE PROVIDED BY FIRE DEPARTMENTS AND DISTRICTS WITH A MINIMUM STAFFING STANDARD OF DEFIBRILLATOR TRAINED EMT-BASIC PERSONNEL."

(SALTZMAN AMENDMENT #2)

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, CONSIDERATION AND APPROVAL OF THE FOLLOWING AMENDMENTS TO THE MULTNOMAH COUNTY EMERGENCY MEDICAL SERVICES AMBULANCE SERVICE AREA PLAN:

(PAGE 16, ¶ 7)

DELETE "IN THE FUTURE" FROM SENTENCE 3", AND THE LAST SENTENCE SHOULD READ "ADVICE FROM THE MEDICAL COMMUNITY (MEDICAL ADVISORY BOARD, PHYSICIAN SUPERVISORS, ACEP, AND OTHER INTERESTED PHYSICIANS) WILL BE SOUGHT..." TO READ:

"CONTRACT AMBULANCES WILL RESPOND TO NINETY (90) PER CENT OF MEDICAL CALLS IN EIGHT (8) MINUTES, ZERO (0) SECONDS OR LESS. THIS RESPONSE TIME PRESUPPOSES THE CURRENT FIRST RESPONSE STAFFING AND TIME GOALS. INCREASING THE TIMELINESS AND INTENSITY OF FIRST RESPONSE MAY ALLOW FOR LONGER AMBULANCE RESPONSE TIMES. SHOULD THIS BE THE CASE, THIS PLAN ALLOWS FOR THE INCORPORATION OF THOSE RESPONSE TIME REQUIREMENTS IN LIEU OF THE EIGHT MINUTE REQUIREMENT. ADVICE FROM THE MEDICAL COMMUNITY (MEDICAL ADVISORY BOARD, PHYSICIAN SUPERVISORS, ACEP, AND OTHER INTERESTED PHYSICIANS) WILL BE SOUGHT REGARDING THE EFFICACY OF CHANGES IN THE FIRST RESPONSE CRITERIA AND EXTENDED AMBULANCE RESPONSE TIMES."

(SALTZMAN AMENDMENT #3)

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, CONSIDERATION AND APPROVAL OF THE FOLLOWING AMENDMENTS TO THE MULTNOMAH COUNTY EMERGENCY MEDICAL SERVICES AMBULANCE SERVICE AREA PLAN:

(PAGE 17, ¶ 7)

ADD: "THE CONTRACTED PROVIDER MAY NOT SUBCONTRACT AMBULANCE SERVICES TO ANOTHER PROVIDER." TO READ:

"CONTRACT AMBULANCE SERVICE WILL BE PROVIDED BY A SINGLE AMBULANCE SERVICE. THE CONTRACTED PROVIDER MAY NOT SUBCONTRACT AMBULANCE SERVICES TO ANOTHER PROVIDER."

(SALTZMAN AMENDMENT #4)

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, CONSIDERATION AND APPROVAL OF THE FOLLOWING AMENDMENTS TO THE MULTNOMAH COUNTY EMERGENCY MEDICAL SERVICES AMBULANCE SERVICE AREA PLAN

(PAGE 23, ¶ 3)

CHANGE THE LAST SENTENCE TO READ: "SIMILAR AGREEMENTS WILL BE ENCOURAGED BETWEEN THE COUNTY AND FIRST RESPONDERS AND MAY INCLUDE COMPENSATION. COMPENSATION SHALL BE CONTINGENT UPON THE AGREEMENT BY THE FIRST RESPONDER TO MEET THE EMS SYSTEM STANDARDS. ALSO ADD THIS LANGUAGE AT PAGE 31, ¶ 2.

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, CONSIDERATION AND APPROVAL OF THE FOLLOWING AMENDMENT TO THE PREVIOUS MOTION:

CHANGE LAST SENTENCE TO READ: CONTINGENT UPON ... TO USE EMS SYSTEMS STANDARDS AS ITS TARGET RESPONSE TIME.

AMENDED MOTION WITH MAIN MOTION APPROVED TO READ:

CHANGE THE LAST SENTENCE TO READ: "SIMILAR AGREEMENTS WILL BE ENCOURAGED BETWEEN THE COUNTY AND FIRST RESPONDERS AND MAY INCLUDE COMPENSATION. COMPENSATION SHALL BE CONTINGENT UPON THE AGREEMENT BY THE

RESPONDER TO USE EMS SYSTEM STANDARDS AS IT'S TARGET RESPONSE TIME." ALSO ADD THIS LANGUAGE AT PAGE 31, ¶ 2.

(SALTZMAN AMENDMENT #5)

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, CONSIDERATION AND APPROVAL OF THE FOLLOWING AMENDMENTS TO THE MULTNOMAH COUNTY EMERGENCY MEDICAL SERVICES AMBULANCE SERVICE AREA PLAN

(PAGE 23, ¶ 5)

ADD: "THERE ARE NO RESTRICTION ON THE NUMBER OF AMBULANCE LICENSES AVAILABLE." AS SENTENCE 2. AMENDMENT TO READ:

"NON-EMERGENCY AMBULANCES WILL BE REGULATED THROUGH THE LICENSING REQUIREMENTS SPECIFIED BY ORDINANCE. THERE ARE NO RESTRICTION ON THE NUMBER OF AMBULANCE LICENSES AVAILABLE. NO OTHER AGREEMENTS ARE ANTICIPATED."

(SALTZMAN AMENDMENT #6)

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, CONSIDERATION AND APPROVAL OF THE FOLLOWING AMENDMENTS TO THE MULTNOMAH COUNTY EMERGENCY MEDICAL SERVICES AMBULANCE SERVICE AREA PLAN

(PAGE 24, ¶ 2)

AMENDED NEW ¶ 2 TO READ: "THE RRB WILL DEVELOP SPECIFIC GUIDELINES FOR THE RATE REGULATION PROCESS. THESE WILL INCLUDE STANDARDS BY WHICH TO DETERMINE THE APPROPRIATENESS OF REQUESTS FOR RATE INCREASES."

(SALTZMAN AMENDMENT #7)

COMMISSIONER SALTZMAN MOVED AND

**COMMISSIONER COLLIER SECONDED,
CONSIDERATION AND APPROVAL OF THE
FOLLOWING AMENDMENTS TO THE MULTNOMAH
COUNTY EMERGENCY MEDICAL SERVICES
AMBULANCE SERVICE AREA PLAN**

(PAGE 24, ¶ 10)

**ADD: "CONFIDENTIALITY APPLIES ONLY TO THE
PATIENT OR MEDICAL INFORMATION AND DOES
NOT PRECLUDE THE RELEASE OF OTHER
INFORMATION REGARDING COMPLAINTS FILED
CONCERNING PROVIDERS."**

**AMENDED ¶ 10 TO READ: "ALL COMPLAINTS THAT
INCLUDE MEDICAL OR OTHER SENSITIVE
INFORMATION ABOUT IDENTIFIABLE PATIENTS
WILL BE CONSIDERED A FUNCTION OF THE
QUALITY ASSURANCE PROCESS. CONFIDENTIALITY
WILL BE PROTECTED AS REQUIRED BY RELEVANT
STATUTES. CONFIDENTIALITY APPLIES ONLY TO
THE PATIENT OR MEDICAL INFORMATION AND
DOES NOT PRECLUDE THE RELEASE OF OTHER
INFORMATION REGARDING COMPLAINTS FILED
CONCERNING PROVIDERS."**

(SALTZMAN AMENDMENT #8)

**COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER COLLIER SECONDED,
CONSIDERATION AND APPROVAL OF THE
FOLLOWING AMENDMENTS TO THE MULTNOMAH
COUNTY EMERGENCY MEDICAL SERVICES
AMBULANCE SERVICE AREA PLAN**

(PAGE 31, ¶ 1)

**ADD: "THE REQUEST FOR PROPOSALS WILL BE
DEVELOPED BY AN INDEPENDENT CONSULTANT
RETAINED BY THE COUNTY AND THE EVALUATION
OF THE SUBMITTED PROPOSALS WILL BE BY AN
INDEPENDENT PANEL, APPOINTED BY THE
COUNTY'S EMS MEDICAL DIRECTOR, WHOSE
MEMBERS HAVE NO VESTED INTEREST IN THE
OUTCOME OF THE EVALUATION OR
RECOMMENDATION." AFTER THE THIRD
SENTENCE.**

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, CONSIDERATION AND APPROVAL OF THE FOLLOWING AMENDMENT TO THE PREVIOUS MOTION:

CHANGE LAST SENTENCE TO READ: "... , APPOINTED BY THE COUNTY HEALTH OFFICER IN CONSULTATION WITH THE EMS MEDICAL DIRECTOR, IF HIRED, AND CONSISTENT WITH COUNTY PURCHASING PROCEDURES."

AMENDED MOTION WITH MAIN MOTION APPROVED TO READ:

"THE BOARD OF COUNTY COMMISSIONERS DESIGNATES THE COUNTY HEALTH DEPARTMENT AS THE PARTY RESPONSIBLE FOR ASSURING APPROPRIATE EMERGENCY MEDICAL SERVICES IN THE ASA. THE COUNTY INTENDS TO CONTRACT FOR SERVICES IT DEEMS NECESSARY FOR THE EFFICIENT AND EFFECTIVE PROVISION OF EMS. THE HEALTH DEPARTMENT EMS PROGRAM OFFICE WILL BE RESPONSIBLE FOR THE PROPOSAL AND CONTRACT PROCESS. THE REQUEST FOR PROPOSALS WILL BE DEVELOPED BY AN INDEPENDENT CONSULTANT RETAINED BY THE COUNTY AND THE EVALUATION OF THE SUBMITTED PROPOSALS WILL BE BY AN INDEPENDENT PANEL APPOINTED BY THE COUNTY HEALTH OFFICER IN CONSULTATION WITH THE EMS MEDICAL DIRECTOR, IF HIRED, AND CONSISTENT WITH COUNTY PURCHASING PROCEDURES. ALL CONTRACTS REQUIRE THE APPROVAL OF THE BOARD OF COMMISSIONERS."

(SALTZMAN AMENDMENT #9)

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, CONSIDERATION AND APPROVAL OF THE FOLLOWING AMENDMENTS TO THE MULTNOMAH COUNTY EMERGENCY MEDICAL SERVICES AMBULANCE SERVICE AREA PLAN

(PAGE 31, ¶ 2)

NEW: "ANY PROPOSAL SUBMITTED BY A PUBLIC OR

PRIVATE POTENTIAL AMBULANCE PROVIDER SHALL DISCLOSE THE FULL COST OF SERVICES REQUESTED IN THE REQUEST FOR PROPOSAL, INCLUDING BUT NOT LIMITED TO MATERIALS, LABOR, ADMINISTRATION, BENEFITS, RETIREMENTS, DISABILITY FUNDING, CAPITAL EXPENSE, PUBLIC RELATION EXPENDITURES, PROPERTY AND MALPRACTICE LIABILITY RESERVES, AND OTHER APPLICABLE OPERATING EXPENSES."

COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, CONSIDERATION AND APPROVAL OF THE FOLLOWING AMENDMENT TO THE PREVIOUS MOTION:

AMEND LAST SENTENCE TO READ: "... IN A FORM REQUIRED BY THE REQUEST FOR PROPOSAL PROCESS."

AMENDED MOTION WITH MAIN MOTION APPROVED TO READ:

"ANY PROPOSAL SUBMITTED BY A PUBLIC OR PRIVATE POTENTIAL AMBULANCE PROVIDER SHALL DISCLOSE THE FULL COST OF SERVICES REQUESTED IN THE REQUEST FOR PROPOSAL, INCLUDING BUT NOT LIMITED TO MATERIALS, LABOR, ADMINISTRATION, BENEFITS, RETIREMENT, DISABILITY FUNDING, CAPITAL EXPENSE, PUBLIC RELATIONS EXPENDITURES, PROPERTY AND MALPRACTICE LIABILITY RESERVES, AND OTHER APPLICABLE OPERATING EXPENSES IN A FORM REQUIRED BY THE REQUEST FOR PROPOSAL PROCESS."

(SALTZMAN AMENDMENT #10)

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, CONSIDERATION AND APPROVAL OF THE FOLLOWING AMENDMENTS TO THE MULTNOMAH COUNTY EMERGENCY MEDICAL SERVICES AMBULANCE SERVICE AREA PLAN

(PAGE 32, ¶ 1)

NEW FIRST SENTENCE SHOULD READ, "THE

CONTRACT FOR THE TRANSPORTING AMBULANCE SERVICES WILL BE FOR A TERM OF FIVE (5) YEARS WITH A FIVE (5) YEAR RENEWAL, ...".

AMEND FIRST SENTENCE TO READ: "THE CONTRACT FOR THE TRANSPORTING AMBULANCE SERVICES WILL BE FOR A TERM OF FIVE (5) YEARS WITH A FIVE (5) YEAR RENEWAL, IF THE PROVIDER MEETS THE REQUIREMENTS OF THE CONTRACT AND THE RENEWAL IS APPROVED BY THE BOARD OF COMMISSIONERS. NOTHING SHALL OBLIGATE THE BOARD OF COMMISSIONERS TO RENEW A CONTRACT.

(KELLEY AMENDMENT #1)

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, CONSIDERATION AND APPROVAL OF THE FOLLOWING AMENDMENTS TO THE MULTNOMAH COUNTY EMERGENCY MEDICAL SERVICES AMBULANCE SERVICE AREA PLAN

(PAGE 17, LAST ¶)

ADD AS SENTENCE 2: "RURAL FIRST RESPONDERS SHOULD ATTEMPT TO HAVE AT LEAST ONE EMT-BASIC AT THE SCENE OF A MEDICAL CALL."

AMENDED ¶ TO READ: "IT IS THE GOAL OF THIS SYSTEM TO HAVE ALL FIRST RESPONDERS TRAINED, AT A MINIMUM, TO THE EMT-BASIC LEVEL. RURAL FIRST RESPONDERS SHOULD ATTEMPT TO HAVE AT LEAST ONE EMT-BASIC AT THE SCENE OF A MEDICAL CALL." IT IS RECOGNIZED THAT BECAUSE OF THE SIZE AND ...

(KELLEY AMENDMENT #2)

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, CONSIDERATION AND APPROVAL OF THE FOLLOWING AMENDMENTS TO THE MULTNOMAH COUNTY EMERGENCY MEDICAL SERVICES AMBULANCE SERVICE AREA PLAN

(PAGE 19, NEW LAST ¶ 3)

**ADD AS AMENDED: "THE EMSMD WILL ASSIST
RURAL VOLUNTEER FIRE DISTRICTS IN MEETING
THE STATE STANDARDS FOR EMT TRAINING."**

(COLLIER AMENDMENT #1)

**COMMISSIONER COLLIER MOVED AND
COMMISSIONER SALTZMAN SECONDED,
CONSIDERATION AND APPROVAL OF THE
FOLLOWING AMENDMENTS TO THE MULTNOMAH
COUNTY EMERGENCY MEDICAL SERVICES
AMBULANCE SERVICE AREA PLAN**

(PAGE 6, ITEM #6)

**ITEM #6 AMENDED TO READ: "DISPATCH FOR ALL
9-1-1 MEDICAL EMERGENCY CALLS WILL BE
PROVIDED BY THE CITY OF PORTLAND, BUREAU OF
EMERGENCY COMMUNICATIONS (BOEC) THROUGH
A NEGOTIATED PERFORMANCE CONTRACT." AND
MAKE NECESSARY CHANGES ON PAGE 16 THAT IS
REFLECTED BY THIS AMENDMENT.**

(SALTZMAN AMENDMENT #11)

**COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER COLLIER SECONDED,
CONSIDERATION AND APPROVAL OF THE
FOLLOWING AMENDMENTS TO THE MULTNOMAH
COUNTY EMERGENCY MEDICAL SERVICES
AMBULANCE SERVICE AREA PLAN**

(PAGE 20, ¶ 9)

**AMENDED TO REMOVE: "EMT-INTERMEDIATES
WILL NOT PRACTICE ON AMBULANCES IN
MULTNOMAH COUNTY."**


**FIRST READING UNANIMOUSLY APPROVED.
SECOND READING SCHEDULED FOR 9:30 AM,
THURSDAY, JUNE 2, 1994.**

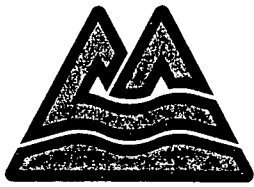
PUBLIC COMMENT

**R-12 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 12:12 p.m.

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


Carrie A. Parkerson



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

MAY 16, 1994 - MAY 20, 1994

Tuesday, May 17, 1994 - NO MEETINGS SCHEDULED

Thursday, May 19, 1994 - 9:30 AM - Regular Meeting Page 2

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

Thursday, 6:00 PM, Channel 30 - East County only

Friday, 10:00 PM, Channel 30

Saturday, 12:30 PM, Channel 30

Sunday, 1:00 PM, Channel 30

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

Thursday, May 19, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

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SHERIFF'S OFFICE

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C-8 *App*
Move to R
Ratification of an Intergovernmental Agreement, Contract #800145, between Multnomah County Sheriff's Office and Portland Community College to Provide ABE/GED Instruction for Inmates within the Multnomah County Detention Center (MCDC) Courthouse Jail (CHJ), and Multnomah County Restitution Center (MCRC), Effective July 1, 1994 through June 30, 1995

C-9
Ratification of an Intergovernmental Agreement, Contract #800175, between Multnomah County Sheriff's Office and the Board of Parole and Post Prison Supervision and Multnomah County Sheriff's Office to Allow for the Utilization of Jail and Restitution Center as Possible Local Parole Violation Sanctions, Effective July 1, 1994 through June 30, 1995

REGULAR AGENDA

SHERIFF'S OFFICE

App
R-1 Ratification of an Intergovernmental Agreement, Contract #800704, Between Multnomah County Sheriff's Office and the Oregon Department of Transportation to Provide Two Video Camera Systems to Field DUII Stops, Effective March 1, 1994 through September 30, 1994

DEPARTMENT OF COMMUNITY CORRECTIONS

App
R-2 Ratification of an Intergovernmental Agreement, Contract #900564, between Clackamas County, Oregon Liquor Control Commission, and Multnomah County to Provide for a Facility for a Work Release/Probation Violation Center, Effective April 15, 1994 through June 30, 1994

NON-DEPARTMENTAL

EMPLOYEE SERVICES

App
R-3 First Reading of an ORDINANCE Amending ORDINANCE No. 767, in Order to Add, Delete and Revise Exempt Pay Ranges

2nd Reading 6-2-94
MANAGEMENT SUPPORT

App
Sub. Res.
R-4 RESOLUTION in the Matter of Authorizing the Issuance, Sale and Delivery of Not To Exceed \$22,000,000 of Multnomah County, Oregon Education Facilities Revenue Bonds, Series, 1994 (University of Portland Project); Delegating the Approval, Execution and Delivery of the Trust Indenture, the Loan Agreement, the Approval and Authorization of the Distribution of the Preliminary and final Official Statements, and

AGING SERVICES DIVISION

- ASD* R-5 *Budget Modification ASD #9405 Requesting Authorization to Transfer \$233,105 in Funds from Personnel, Materials and Services, etc., to Pass-Through Funds, to Reflect the Award of a Contract for the East County District Senior Center*
- ASD* R-6 *Budget Modification ASD #9406 Requesting Authorization to Add \$452,694 in Federal and State Funds from the Revised Allocations from the State of Oregon*
- ASD* R-7 *Budget Modification ASD #9407 Requesting Authorization to Transfer a Case Manager Sr. Position from Adult Care Home Regulation, a General Fund Program, to Community Services, a Federal/State Program*

DEPARTMENT OF HEALTH

- ASD* R-8 *Request for Approval of a Notice of Intent to Apply for a \$600,000 Grant from the Federal Department of Health and Human Services for Funding the Expansion of Community Health Centers*
- ASD* R-9 *Request for Approval of a Notice of Intent to Apply for a Grant from the Federal Office of Special Projects of National Significance Branch of the Health Resources Services Administration to Support the Replication of a Mental Health Services Delivery Model that Provides Services to HIV Affected Clients and Families*

COMMUNITY AND FAMILY SERVICES DIVISION

- ASD* R-10 *PUBLIC HEARING for the Purpose of Receiving Testimony of the Use of Community Development Black Grant Funds and the Proposed Use of Home Investment Partnerships Program Funds and Request for Approval of the Final Statement for Community Development Black Grant Funds for 1994-95 - 10:15 A.M. TIME CERTAIN, 15 MINUTES REQUESTED*

DEPARTMENT OF HEALTH

- R-11 *First Reading of an ORDINANCE adopting an Ambulance Service Plan for Multnomah County Pursuant to ORS 823.180 - 10:30 A.M. TIME CERTAIN, 1 1/2 HOURS REQUESTED*

2nd Reading 6-2-94

PUBLIC COMMENT

- R-12 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

MULTNOMAH COUNTY BUDGET MEETING SCHEDULE

(May 12, 1994 Revision)

Department of Environmental Services (DES) Work Session	5/23/94	9:00-11:30 am - Board Room
<u>DES Public Testimony</u>	<u>5/23/94</u>	<u>11:30-12:00 pm - Board Room</u>
Department of Community Corrections (DCC) Work Session	5/23/94	1:30-4:30 pm - Board Room
<u>DCC Public Testimony</u>	<u>5/23/94</u>	<u>4:30-5:00 pm - Board Room</u>
DES & Management Support Services (MSS) Work Session	5/24/94	9:00-11:30 am - Board Room
<u>DES/MSS Public Testimony</u>	<u>5/24/94</u>	<u>11:30-12:00 pm - Board Room</u>
Department of Library Services (DLS) Work Session	5/31/94	9:00-11:30 am - Board Room
<u>DLS Public Testimony</u>	<u>5/31/94</u>	<u>11:30-12:00 pm - Board Room</u>
<u>*DLS/DES/DCC Public Testimony</u>	<u>5/31/94</u>	<u>1:30-4:30 pm - Board Room</u>
Independent Agencies & Other Government Support Work Session	6/1/94	9:00-11:30 am - Board Room
<u>Ind/Other Public Testimony</u>	<u>6/1/94</u>	<u>11:30-12:00 pm - Board Room</u>
<u>Public Hearing/Budget</u>	<u>6/1/94</u>	<u>7:00-9:00 pm - Council Chambers, Gresham City Hall, 1333 NW Eastman Parkway, Gresham</u>
General Work Session	6/7/94	9:30-12:00 pm - Board Room
<u>Public Hearing/Budget</u>	<u>6/7/94</u>	<u>7:00-9:00 pm - Board Room</u>
General Work Session	6/8/94	9:30-12:00 pm - Board Room
General Work Session	6/14/94	9:30-12:00 pm - Board Room
General Work Session	6/15/94	9:30-12:00 pm - Board Room
<u>Public Hearing/Adopt Budget</u>	<u>6/16/94</u>	<u>9:30-12:00 pm - Board Room</u>

(* Denotes Additional Public Testimony As Needed)

+ Board Room Address:

Multnomah County Courthouse, Room 602
1021 SW Fourth Avenue, Portland, Oregon 97204

Contact the Office of the Board Clerk, 248-3277 or 248-5222
for Further Information



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

SUPPLEMENTAL AGENDA

Thursday, May 19, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR BOARD MEETING

UNANIMOUS CONSENT ITEM

DEPARTMENT OF HEALTH

*UC-1 PROCLAMATION in the Matter of Proclaiming May 19, 1994 as National Emergency
Medical Service Day in Multnomah County, Oregon*

94-93

1994-2.AGE/44/cap

MEETING DATE: MAY 19 1994

AGENDA NO: C-1

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Amendment #3 with Childrens Services Div

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: _____ DIVISION Community and Family Svcs

CONTACT: Norma Jaegar TELEPHONE #: 248-3691 x

BLDG/ROOM #: 161/2nd Floor

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Norma Jaegar

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Ratification of Amendment #3 between the Multnomah County Community and Family Services Division's Alcohol and Drug Program Office and the State Children's Services division effective October 1, 1993 thorough June 30, 1995. Amendment #3 provides \$34,933.72 in revenue to the County to continue alcohol and drug services under this agreement.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER/DIVISION DIRECTOR: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Question: Call the Office of the Board Clerk 248-5222

(WPDOC) 0516C/63

6/93

Originals Sent to Ray Espinoza on 5-19-94.

BOARD OF
COUNTY COMMISSIONERS
1994 MAY 10 PM 4:05
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND 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

MEMORANDUM

TO: Board of County Commissioners
FROM: Lorenzo T. Poe, Jr., Director *Lorenzo Poe*
Community and Family Services Division
DATE: April 26, 1994
REQUESTED PLACEMENT DATE:
RE: Approval of Amendment #3 with Children's Services Division

I. Action Requested:

Approval of Intergovernmental Agreement Amendment #3 with Children's Services Division.

II. Background/Analysis:

The attached amendment increases County revenue \$34,933.72 effective October 1, 1993 through June 30, 1995. This action brings the new contract total to \$180,901.00 for the term of the agreement and continues reimbursement for alcohol and drug treatment services. This amendment was prepared by the Children's Services Division and mailed to the Community and Family Services Division for approval and signatures in early April, after the effective date.

III. Financial Impact:

The amendment attached provides \$34,933.72 in revenue for the County Alcohol and Drug Program office.

IV. 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. Alcohol and drug services are one part of the mental health service system.

VII. Citizen Participation: N/A

VIII. Other Government Participation: N/A

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

Contract # 104372

Amendment # 3

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$15,000	<input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement <input checked="" type="checkbox"/> Intergovernmental Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-1</u> DATE <u>5/19/94</u> <u>Carrie A. Parkerson</u> BOARD CLERK </div>

Department: _____ Division: CFSD Date: APRIL 4, 1994
Contract Originator: _____ Phone: _____ Bldg/Room: _____
Administrative Contact: RAY ESPANA Phone: 248-3691 X4837 Bldg/Room: 161/200
Description of Contract: Amendment #3 increases A&D revenue \$34,933.72 continue services from October 1, 1993 through June 30, 1995.

RFP/BID #: N/A Revenue IGA Date of RFP/BID: _____ Exemption Expiration Date: _____
ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name: <u>CHILDREN'S SERVICES DIVISION</u> Mailing Address: <u>198 COMMERCIAL ST SE</u> <u>SALEM OR 97310</u> Phone: <u>378-3542</u> Employer ID# or SS#: <u>N/A</u> Effective Date: <u>OCTOBER 1, 1993</u> Termination Date: <u>JUNE 30, 1995</u> Original Contract Amount: \$ <u>121,495</u> Total Amt of Previous Amendments: \$ <u>145,967.28</u> Amount of Amendment: \$ <u>34,933.72</u> Total Amount of Agreement: \$ <u>180,901.00</u>	Remittance Address (if different) _____ <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	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 \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:
Department Manager: *Lorenzo Pae* Date: 4/26/94
Purchasing Director: _____ Date: _____
(Class II Contracts Only)
County Counsel: *[Signature]* Date: 2 May 94
County Chair/Sheriff: *[Signature]* Date: 5/19/94
Contract Administration: _____ Date: _____
(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	INC DEC IND
01	156	010	1415						REV-2118	34,933.72	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

AMENDMENT OF INTERGOVERNMENTAL AGREEMENT

Log Number: 3-1430.A87526

Amendment Date: March 21, 1994

Amendment # 3

The Agreement between the State of Oregon, Department of Human Resources, Children's Services Division, and

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES HEALTH DIVISION

CSD contract number 1-996, dated DECEMBER 23, 1991, is amended as follows:

1. Change the Agreement end date from June 30, 1994, to June 30, 1995, on the Document entitled INTERGOVERNMENTAL AGREEMENT.
2. Amend Item I Services, paragraph A, subparagraph 6 only of the Document entitled SCHEDULE, to read as follows:

"6. The Agency will reimburse drug and alcohol treatment programs for treatment, as approved by the Project Team/Family Support Team staffing, of clients who are ineligible for other timely sources of reimbursement. The maximum length of said treatment programs and payment consideration is specified below. Services are to be provided in State certified drug and alcohol treatment providers under contract to Multnomah County. Defined on the basis of scope and content, Exhibit 3 contains a listing of outpatient drug and alcohol treatment services authorized by this contract."
3. Amend Item II Consideration, paragraph A, subparagraph 1.c only of the Document entitled SCHEDULE, to read as follows:

"c. As consideration of the personnel-related services provided by the Agency, for the period beginning October 1, 1993, and ending June 30, 1995, the Division will reimburse the Agency, by check(s), an amount not to exceed \$76,650.00 for the following services: (1) salary for a mutually agreed upon level of effort of up to 1.0 FTE Alcohol and Drug Specialist at published Agency scale for grade and step of incumbent; (2) private car mileage reimbursed at published Agency base rate and rate per mile; and (3) appropriate professional continuing education, training and clinical consultation, authorized and approved by supervisor according to published Agency policies and procedures and in consultation with the Division Project Team/Family Support Team supervisor."
4. Amend Item II Consideration, paragraph A, to include subparagraph 3, of the Document entitled SCHEDULE, to read as follows:

"3. For drug and alcohol treatment services for Project Team/Family Support Team clients, ineligible for treatment support from other timely sources of reimbursement, for the period beginning October 1, 1993, and ending June 30, 1995, an amount not to exceed \$21,000.00 for the following services:

 - a. Outpatient treatment services will be reimbursed according to the same scope and content of services provided by the Medicaid program to Medicaid-eligible clients. Charges will be reimbursed to the Agency by the Division at Medicaid rates in effect at the time services are rendered; The covered services and rates, as of October 1, 1993, are attached to this contract as an example of scope, content, and rates, which is attached as Exhibit 3 and by this reference made a part of the agreement.

Outpatient service length of stay shall be limited to 90 days per client without re-authorization by a Project Team/Family Support Team staffing.

- b. Residential treatment services will be provided at the equivalent daily rate of a State funded residential drug bed, currently \$29.16 per day (March 1994). In addition, residential treatment providers may bill for urinalysis collection and screening at the Medicaid rate (currently \$14.00) no more than 4 times during the first 4 weeks, and no more than twice per month thereafter.

Residential service length of stay will be limited to 95 days without re-authorization by a Project Team/Family Support Team representative."

All other terms, provisions, and conditions of this contract remain unchanged.
This amendment shall be effective upon signature of both parties.

Reviewed by CSD Contracts Officer: Richard S. Hornum Date: Mar. 25, 1994

AGREED: MULTNOMAH COUNTY, _____

By: Beverly Stein Date: 5-19-94
Beverly Stein, Multnomah County Chair

AGREED: CHILDREN'S SERVICES DIVISION

By: _____ Date: _____

BUDGET: 91-93
93-95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 5-19-94
Carrie A. Peterson
BOARD CLERK

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

By: LAURENCE KRESSEL
Assistant County Counsel

Date: 2 May 94

By: Lorenzo T. Poe, Jr.
Lorenzo T. Poe, Jr., Director
Community and Family Services

Date: 4/26/94

MEETING DATE: MAY 19 1994.

AGENDA NO: C-2.

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: _____.

Amount of Time Needed: _____.

REGULAR MEETING: Date Requested: _____.

Amount of Time Needed: Consent.

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation.

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590.
BLDG/ROOM #: 166/200/Tax Title.

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg.

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15601. (Property originally purchased at auction.)

Deed D941008 and Board Orders attached.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____.

OR

DEPARTMENT MANAGER: By James L. Gmowski Betty Williams.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

*Original Order 94-90 & Deed Sent to Beverly Smith
on 5-19-94.*

BOARD OF
COUNTY COMMISSIONERS
1994, MAY 10 PM 4:06
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D941008 Upon Complete Performance of)
a Contract to)

ORDER
94-90

ENRICO TRATTA)

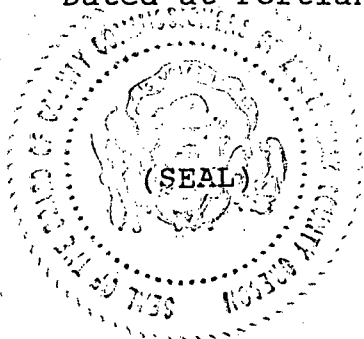
It appearing that heretofore on May 29, 1991, Multnomah County entered into a contract with ENRICO TRATTA for the sale of the real property hereinafter described; and

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

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

GAMMANS
LOT 2, BLOCK 2

Dated at Portland, Oregon this 19th day of May, 1994.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By

Matthew C. Ryan

DEED D941008

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

GAMMANS
LOT 2, BLOCK 2

The true and actual consideration paid for this transfer, stated in terms of dollars is \$28,000.00.

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

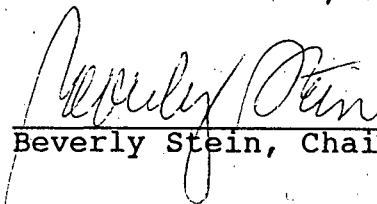
Until a change is requested, all tax statements shall be sent to the following address:

4431 SE 58TH ST
PORTLAND, OR 97206

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 19th day of May, 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.

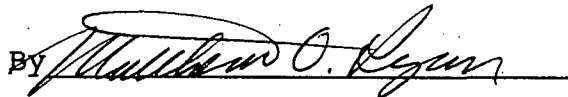


BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

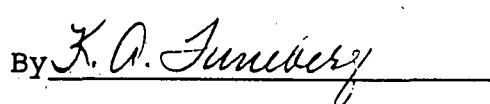
REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 

DEED APPROVED:

Janice Druian, Director
Assessment & Taxation

By 

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

STATE OF OREGON

)

) ss

COUNTY OF MULTNOMAH

)

On this 19th day of May, 1994, 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 know, who being duly sworn did sat 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.



Carrie Anne Parkerson

Notary Public for Oregon

My Commission expires: 1/24/97

MEETING DATE: MAY 19 1994

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15652. (Property repurchased on contract by former owner).

Deed D941009 and Board Orders attached.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 MAY 10 PM 4:06

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: By James L. Gnowski Betty William

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

*Original Order 94-91 & Deed Sent to Beverly Scott
on 5-19-94.*

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D941009 Upon Complete Performance of)
a Contract to)

ORDER
94-91

TERRY L. BELL, TERREL CHARLES MITCHELL,)
JR., SANDRA JOCELLIA BAXTER, PATRICIA M.)
GEORGE, JEROME MITCHELL, BRENDA J. BRYANT,)
WILLIE ALLEN MITCHELL, JACKIE RENARD)
MITCHELL, AND MARSHALL MEYERS BELL)

It appearing that heretofore on January 7, 1992, Multnomah County entered into a contract with TERRY L. BELL, TERREL MITCHELL, JR., SANDRA JOCELLIA BAXTER, PATRICIA M. GEORGE, JEROME MITCHELL, BRENDA J. BRYANT, WILLIE ALLEN MITCHELL, JACKIE RENARD MITCHELL, AND MARSHALL MEYERS BELL for the sale of the real property hereinafter described; and

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

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

HIGHLAND PARK
W 1/2 OF LOTS 1 & 3, BLOCK 1

Dated at Portland, Oregon this 19th day of May, 1994.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *Matthew O. Ryan*

DEED D941009

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to TERRY L. BELL, TERREL CHARLES MITCHELL, JR., SANDRA JOCELLIA BAXTER, PATRICIA M. GEORGE, JEROME MITCHELL, BRENDA J. BRYANT, WILLIE ALLEN MITCHELL, JACKIE RENARD MITCHELL, AND MARSHALL MEYERS BELL, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

HIGHLAND PARK
W 1/2 OF LOTS 1 & 3, BLOCK 1

The true and actual consideration paid for this transfer, stated in terms of dollars is \$9,103.30.

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:

6236 NE 9TH AVE
PORTLAND, OR 97211

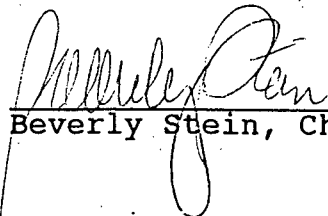
IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 19th day of May, 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.



REVIEWED:


Laurence Kressel, County Counsel
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

DEED APPROVED:

Janice Druian, Director
Assessment & Taxation

By 

By 

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

STATE OF OREGON

)

) ss

COUNTY OF MULTNOMAH

)

On this 19th day of May, 1994, 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 know, who being duly sworn did sat 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.



Carrie Anne Parkerson

Notary Public for Oregon
My Commission expires: 1/24/97

MEETING DATE: MAY 19 1994

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA with Gresham Grade School District Regarding Walters Rd.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Chuck Henley TELEPHONE #: 3191
BLDG/ROOM #: 425/Yeon

PERSON(S) MAKING PRESENTATION: Chuck Henley

ACTION REQUESTED:

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

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

Intergovernmental Agreement between Gresham Grade School District and Multnomah County providing for the dedication of school property for road purposes in lieu of replacing school parking facilities displaced by road construction.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: *Wendy Stein*

OR

DEPARTMENT MANAGER: *Bob Willie*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

DDVH1162.IGA

Original Contract Picked up by Denise
on 5-19-94 PM. 6/93

BOARD OF
COUNTY COMMISSIONERS
1994 MAY 10 PM 4:05
MULTNOMAH COUNTY
OREGON

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Larry Nicholas, Chuck Henley

TODAY'S DATE: May 4, 1994

REQUESTED PLACEMENT DATE: May 19, 1994

RE: Intergovernmental Agreement between Gresham Grade School district and Multnomah County for Improvements on SE Walters Road.

I. Recommendation/Action Requested:

The Transportation Division recommends that the Board formally sanction a mutual understanding between Multnomah County and the Gresham Grade School District by approving an agreement which allows the County to contract for certain improvements on property owned by the District in exchange for the District's donation of property to the County for road purposes.

II. Background/Analysis:

The Transportation Division is advancing a project to reconstruct S.E Walters Road with the support of the City of Gresham and the Walters Butte Neighborhood Association. The improvement of S.E. Walters Road will alleviate potential safety problems caused by a lack of pedestrian facilities, especially for children travelling to and from the West Gresham Grade School, the Springwater Trail and the Walters Butte neighborhood.

Unavoidably, reconstruction of the road will cause a loss of parking spaces at the Gresham Grade School. The Division has negotiated the donation of the school property needed for road purposes in return for the replacement of the lost parking facilities. Replacement of the school's parking will be provided in the County's contract to reconstruct the road. Schools officials would like to have the construction completed before the beginning of the 1995-1996 school year.

Approval of this agreement by the County Board and by the District School Board will memorialize the mutual understanding reached by Division and School staff.

III. Financial Impact:

There is no material financial impact caused by the scope of this agreement. The estimated cost of acquiring the school property is approximately equal to the estimated cost of replacing the school parking facilities.

The estimated cost of improvements to Walters Road is \$100,000 and is included in the upcoming fiscal year's budget request before the Board.

IV. Legal Issues:

ORS Chapter 190 provides for intergovernmental agreements between units of local government to allow the performance of functions or activities by one unit of local government for another.

V. Controversial Issues:

Pursuant to implementation of the Board's policy to transfer jurisdictional responsibilities for local roads to cities, S.E. Walters Road may be transferred from the County to the City after fiscal year 94-95.

On Walters Road, opposite the school property, a cemetery and several significant trees conflict with the scope of the project. The planned scope of the project includes preserving sensitive properties and resources.

VI. Link to Current County Policies:

The project to upgrade S.E. Walters Road ranks as one of the top ten projects prioritized for roads of its class in the *Multnomah County 1992-1996 Transportation Capital Improvement Program* document adopted by the Board.

VII. Citizen Participation:

The Walters Butte Neighborhood Association has petitioned the City of Gresham for safety improvements on SE Walters Rad. A public meeting was held to discuss the problems and proposed solutions at the Gresham City Hall on June 29, 1993. There is a consensus that the safety improvements are warranted and that additional traffic safety measures should be pursued.

VIII. Other Government Participation:

The City of Gresham has been involved in coordinating citizen participation and multi-jurisdictional cooperation. The City is expected to play an active role in the development of additional traffic safety improvements including the installation of a traffic signal on Powell Boulevard. The Oregon Department of Transportation will be involved because Powell Blvd. is under their jurisdiction.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 30182-4

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-4</u> DATE <u>5/19/94</u> <u>Carrie A. Parkerson</u> BOARD CLERK

Department Environmental Services Division Transportation Date 5/6/94Contract Originator Chuck Henley Phone 3191 Bldg/Room 425Administrative Contact Chuck Henley Phone 3191 Bldg/Room 425Description of Contract Intergovernmental Agreement between the Gresham Grade School District and Multnomah County providing for the dedication of school property for road purposes in lieu of replacing school parking facilities displaced by road construction

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Gresham Grade School District 4Mailing Address 1331 NW Eastman ParkwayGresham OR 97030Phone (503) 669-2446

Employer ID# or SS# _____

Effective Date Upon signatureTermination Date Upon CompletionOriginal Contract Amount \$ -0-

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ -0-**REQUIRED SIGNATURES:**Department Manager Betsy Wellis

Purchasing Director _____

(Class II Contracts Only)

County Counsel Matthew D. RyanCounty Chair / Sheriff Therese Rein

Contract Administration _____

(Class I, Class II Contracts Only)

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

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

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 5/6/94

Date _____

Date 5/9/94Date 5/19/94

Date _____

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.	150	030	6101			8300					
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT
BETWEEN MULTNOMAH COUNTY AND GRESHAM GRADE SCHOOL DISTRICT
FOR SE WALTERS ROAD IMPROVEMENT PROJECT

This agreement is entered into between Gresham Grade School District, Gresham, Oregon, hereinafter referred to as "District", and Multnomah County, Oregon, hereinafter referred to as "County", pursuant to the authority granted in ORS Chapter 190.

RECITALS

WHEREAS, the purpose of this Agreement is to specify responsibilities, compensation and services to be provided by Multnomah County and Gresham Grade School District regarding the widening and improvement of SE Walters Road, County Road No. 1381, south of SE Powell Boulevard; and

WHEREAS, the County proposes to reconstruct SE Walters Road to County Neighborhood Collector standards so as to reduce conflict between motorists, pedestrians and cyclists; and

WHEREAS, the Board of County Commissioners and the Gresham Grade School District Board both recognize the safety benefits to be gained from improving SE Walters Road; and

WHEREAS, the acquisition of 3924 square feet of real property from the District is required to widen SE Walters Road and will displace West Gresham Grade School parking facilities; and

WHEREAS, the County and the District have agreed that it is desirable to incorporate the replacement in-kind of the displaced parking facility in the County contract for the SE Walters Road improvement to facilitate construction and minimize expenses to both parties.

NOW, THEREFORE, the parties do mutually agree as follows:

I. SCOPE OF WORK

A. The District agrees to perform the following:

1. The District shall dedicate a ten foot strip along SE Walters Road, for a total of 3924 square feet, as shown on Exhibit 'A' of the attached deed of dedication, to Multnomah County for road purposes.
2. The District shall grant a ten foot temporary easement, for construction purposes, along SE Walters Road, as shown on Exhibit 'A' of the attached deed of dedication, to Multnomah County for road construction purposes.
3. The District shall be responsible to maintain the Improvements on District property, constructed by the County in accordance with approved plans, after completion of construction.

B. The County agrees to perform the following:

1. The County shall prepare the necessary legal description of property for dedication and accept conveyance for public road purposes.
2. The County shall grade, rock and pave a 2750 square foot area, as shown on the attached drawing marked Exhibit 'B', extending approximately 50 feet west of the existing parking facility in the NW quadrant of the West Gresham Grade School property, to be used as a parking facility.
3. The County shall remove 55 feet of fence along the west side of the existing parking facility and replace, in kind, approximately 100 feet of fence along the west and south sides of the extended parking facility.
4. The County shall remove 525 square feet, more or less, of lawn in the NE quadrant of the West Gresham Grade School property and rock and pave the area for parking facilities.
5. The County shall remove striping, paint stripes and provide curbing as necessary in new and existing parking facilities at West Gresham Grade School, in accordance with the approved plans.

II. TIME AND PERFORMANCE SCHEDULE

The County shall endeavor to complete the replacement parking facilities and the road improvements adjacent to the West Gresham Grade School by September 4, 1994.

III. COMPENSATION AND PAYMENT

The cost of constructing the replacement parking facilities shall be in lieu of payment for the dedication of school property. No payment, therefore shall be made.

III. EFFECTIVE AND TERMINATION DATES

This Agreement becomes effective upon execution of the Agreement by both parties, and, except for the District's dedication of the ten foot strip for road purposes along SE Walters Road and maintenance of the replacement parking facilities, shall terminate upon final completion of the Improvements by the County.

IV. BOTH PARTIES' RESPONSIBILITIES

The District and County agree to hold harmless, defend and indemnify each other, their officers, agents and employees against any claims, demands, actions or suits (including attorney fees and costs) brought against them arising out of or relating to each party's responsibilities under this agreement.

V. AMENDMENT OF AGREEMENT

The District and the County may amend this agreement by mutual written agreement.

**GRESHAM GRADE SCHOOL DISTRICT
GRESHAM, OREGON**

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

John Osburn
School District Attorney

**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

By: *Maureen Stein*

Title: Chair, Board of County Commissioners

Date: May 19, 1994

REVIEWED:

**LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY**

Matthew D. Ryan
John DuBay
Assistant County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 5/19/94
Carrie A. Parkerson
BOARD CLERK

ORIGINAL

WALTERS ROAD NO. 1381
South of Powell Boulevard
Item No. 94-47
April 29, 1994

DEED FOR ROAD PURPOSES

SCHOOL DISTRICT NO. 4 conveys to MULTNOMAH COUNTY, a political subdivision of the State of Oregon, for road purposes, the following described property:

A tract of land situated in the southeast one-quarter of Section 9, T1S, R3E, W.M., Multnomah County, Oregon, being more particularly described as follows:

Beginning at the point of intersection of the south right-of-way line of Powell Boulevard, a state highway, and the west right-of-way line of Walters Road, County Road No. 1381, said point of intersection being 52.50 feet south and 10.00 feet west, more or less, of Greenleafs, one-quarter corner between Sections 9 and 10; thence west along said south right-of-way line, a distance of 25.00 feet to a point 35.00 feet west of and at right angles to the east line of Section 9; thence S 45° 00' 00" E, 21.21 feet to a point 20.00 feet west of the east line of Section 9; thence south parallel to and 20.00 feet distance from the east line of Section 9, a distance of 367.83 feet to a point on the north line of that parcel described in Book 254, Page 302 of Multnomah County Deed Records, recorded in 1965; thence east along said north line, a distance of 10.00 feet to the west right-of-way line of said Walters Road; thence north along the west right-of-way line of said Walters Road, a distance of 382.83 feet to the point of beginning.

Containing 3,941 square feet, more or less.

As shown on attached map marked EXHIBIT "A", and hereby made a part of this document.

The true and actual consideration for this conveyance is \$0.00.

AFTER RECORDING, RETURN TO:
Pat Hinds/Bldg. #425

FOR TAX STATEMENTS:
Multnomah County
Transportation Division
1620 SE 190th Avenue
Portland OR 97233

WALTERS ROAD NO. 1381
South of Powell Boulevard
Item No. 94-47
April 29, 1994
Page 2

In addition to the above described parcel, a temporary construction easement is described as follows:

A strip of land 10.00 feet in width lying west of and adjacent to the above described property, said strip is to run from the north line of that parcel described in Book 254, Page 302 Multnomah County Deed Records, recorded in 1965, to the south right-of-way line of said Powell Boulevard.

Containing 3,830 square feet more or less.

DATED this _____ day of _____, 19____.

SCHOOL DISTRICT NO. 4

By _____
(Official Title) _____

By _____
(Official Title) _____

STATE OF _____ County of _____

SIGNED BEFORE ME _____, 19____, personally appeared _____, who, being sworn, stated that _____ is/are the _____ of _____ a corporation, and that this instrument was voluntarily signed in behalf of said corporation by authority of its Board of Directors. Before me:

Notary Public for said State.

My Commission expires _____, 19____

REVIEWED:

LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

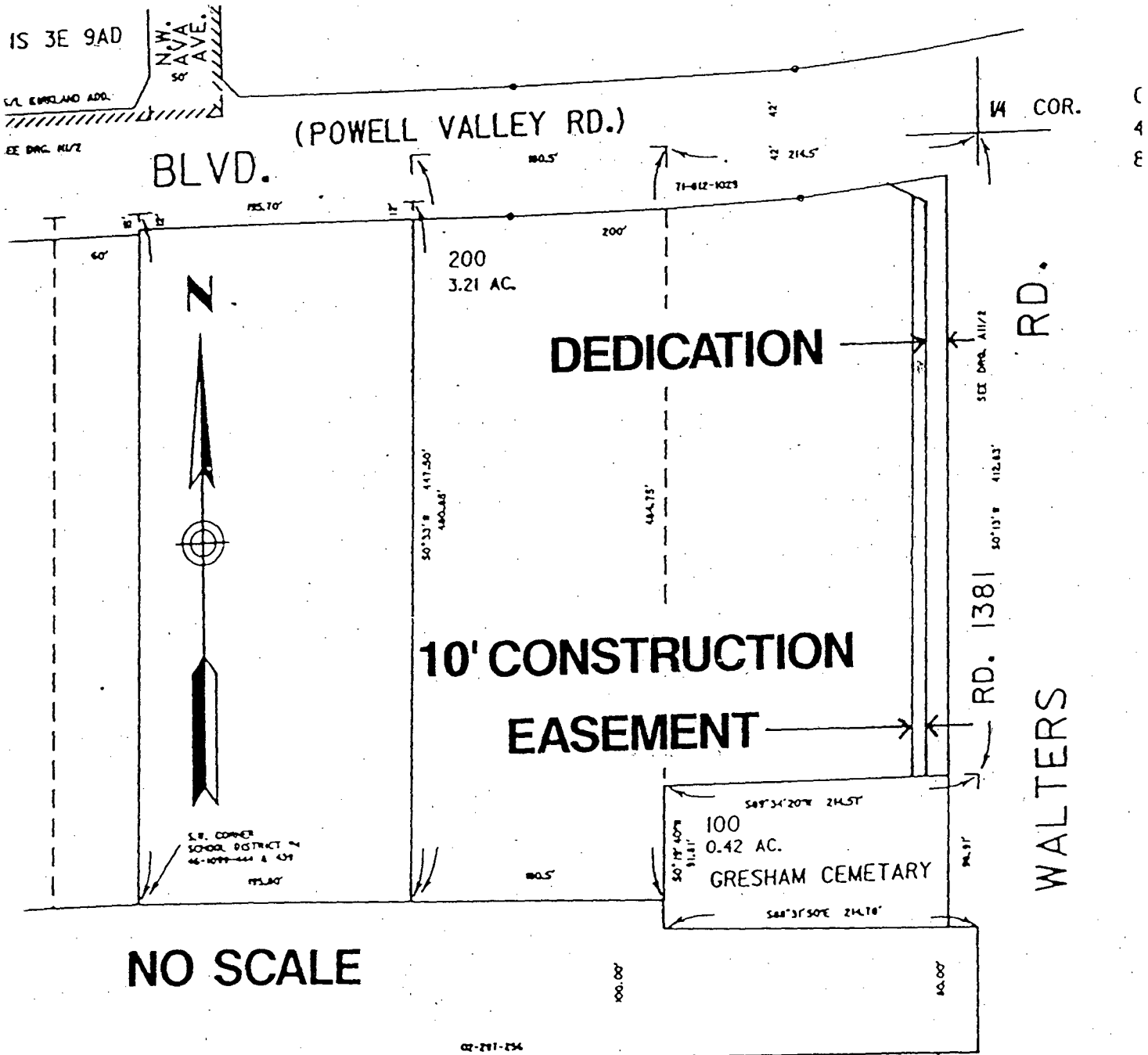
By _____
JOHN L. DuBAY
Chief Asst. County Counsel
0531W/2921W

EXHIBIT "A"

9 T.1S. R.3E. W.M.
AH COUNTY

IS 3E
GRES

= 100'



ONE FROM 1972 PHOTOS

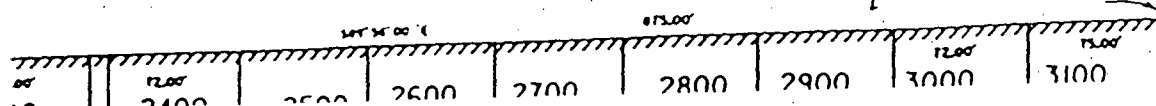
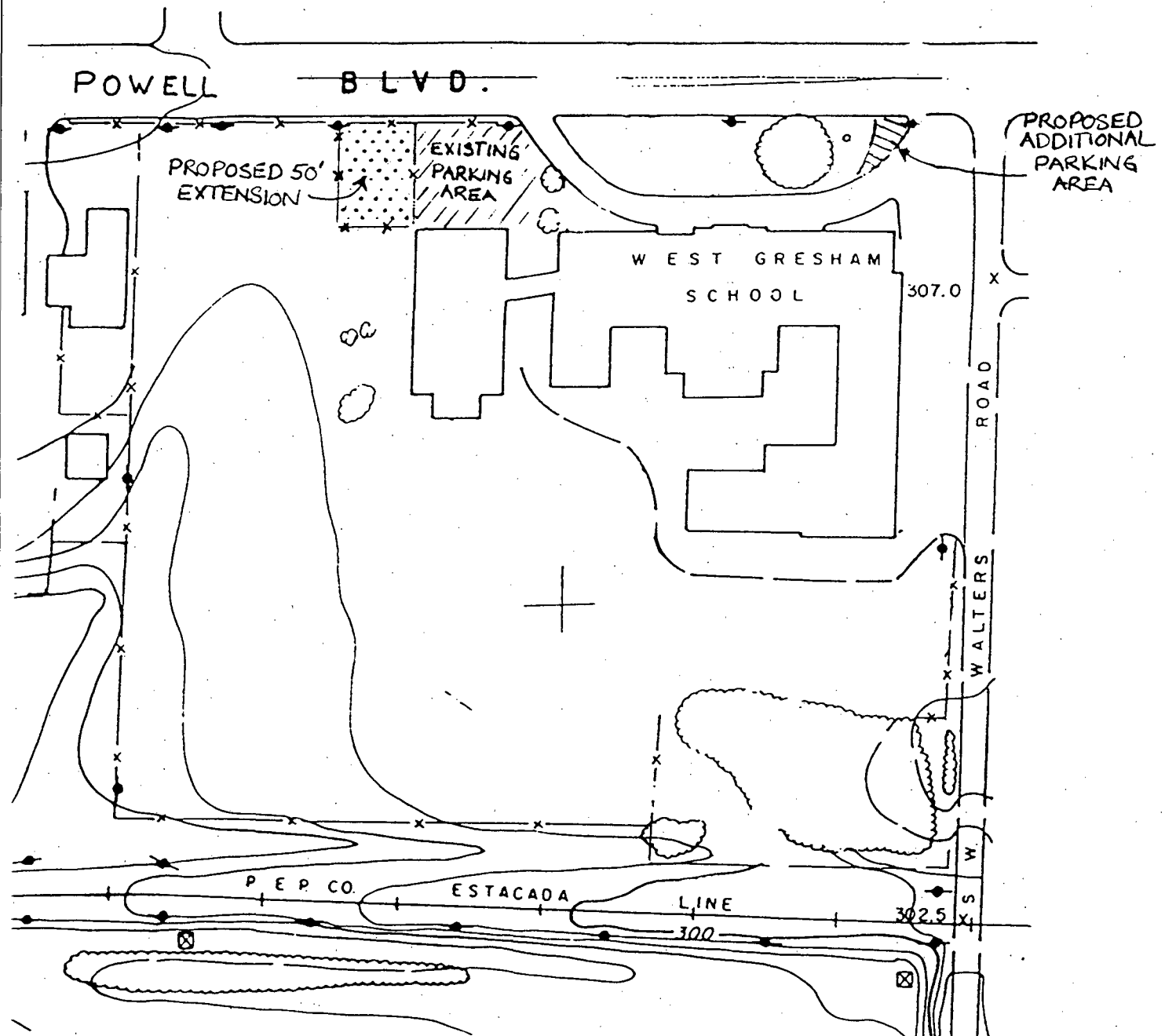


EXHIBIT 'B'



MEETING DATE: MAY 19 1994

AGENDA NO: C-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of Amendment to IGA with Oregon Dept. of Transportation

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: May 19, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Bob Pearson TELEPHONE #: 248-3838
BLDG/ROOM #: 425

PERSON(S) MAKING PRESENTATION: Bob Pearson

ACTION REQUESTED:

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

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

Request approval to extend Intergovt. Agreement with ODOT for right of way services concerning property on as "as needed" basis. All condemnation proceedings and documents will be in the name of Multnomah County.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: 151 Betsy Williams ck

OR

DEPARTMENT MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

AGEN. PL Originals Sent to Bob Pearson on 5-20-94 6/93

BOARD OF
COUNTY COMMISSIONERS
1994 MAY 10 PM 4:06
MULTNOMAH COUNTY
OREGON

(See Administrative Procedure #2106)

Amendment # 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-5</u> DATE <u>5/19/94</u> Carrie A. Parkerson <hr/> BOARD CLERK

Department Environmental Services Division Transportation Date April 21, 1994
Contract Originator Bob Pearson Phone 248-3838 Bldg/Room #425/Yeon
Administrative Contact same as Originator Phone 248-3838 Bldg/Room #425/Yeon
Description of Contract This amendment extends the Agreement for right of way services with Oregon Dept. of Transportation-Highway Division for acquisition of required property and/or right of way on various county projects as authorized in the approved budgets and/or Board Orders.
RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____
ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORF

Contractor Name Oregon State Highway Division
Mailing Address Transportation Building
Salem, OR 97310
Phone _____
Employer ID# or SS# _____
Effective Date Upon signature
Termination Date Indefinite, unless terminated
under Item V of original Agreement
Original Contract Amount \$ _____
Total Amount of Previous Amendments \$ _____
Amount of Amendment \$ _____
Total Amount of Agreement \$ _____

Remittance Address _____
(If Different)

Payment Schedule

☒ Lump Sum \$ deposit in _____ □ Due on receipt
Local Government Investment Pool

☐ Monthly \$_____ □ Net 30

☐ Other \$_____ □ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Wm Betty Williams
 Purchasing Director
 (Class II Contracts Only) John D. Bay
 County Counsel
 County Chair / Sheriff Barry Rein
 Contract Administration
 (Class I, Class II Contracts Only)

Encumber: Yes ☐ No ☐

Date 4/26/94

Date _____

Date 4/28/94

Date 5/19/94

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.	150	030	6110			8300						
02.												
03.												
*	* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATION PINK - FINANCE

CONTRACT AMENDMENT NO. 1

MULTNOMAH COUNTY, OREGON

This is a renewal of Contract No. 300189, between Multnomah County and Oregon Dept. of Transportation (ODOT).

The term of this extension is to an indefinite date, unless terminated under Item V of the original contract.

Under Recitals, Section II., Things to be Done, No. D, Condemnation, No 1, is amended to read:

- "1. County, or the County's independent counsel, will handle the condemnations upon submission by the State to the County of a "Recommendation for Condemnation" and copies of related files and documents, condemnations will be in the name of the County."

All other terms and conditions of the contract, except as modified herein, shall remain in full force and effect.

Oregon Dept. of Transportation
Right of Way Manager
Date: _____

Betsy Williams
Betsy Williams, Director
Department of Environmental Services
Date: 4/26/94

Beverly Stein
Beverly Stein, Chair
Board of County Commissioners
Date: 5-19-94

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By [Signature]
Assistant County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 5-19-94
[Signature]
BOARD CLERK

MEETING DATE: MAY 19 1994

AGENDA NO: C-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of Amendment to IGA with Oregon Dept. of Transportation

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: May 19, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Bob Pearson TELEPHONE #: 248-3838

BLDG/ROOM #: 425/Yeon

PERSON(S) MAKING PRESENTATION: Bob Pearson

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request approval to extend Intergovt. Agreement with ODOT for engineering-related services on an "as needed" basis for Multnomah County projects.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: 15/ Betsy Williams ck

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

AGEN.PL Originals Sent to Bob Pearson on 5-20-94.

BOARD OF
COUNTY COMMISSIONERS
1994 MAY 10 PM 4:06
MULTNOMAH COUNTY
OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 300970Amendment # 2

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-6</u> DATE <u>5/19/94</u> <u>Carrie A. Parkerson</u> BOARD CLERK

Department Environmental Services Division Transportation Date 4/22/94Contract Originator Bob Pearson Phone 248-3838 Bldg/Room #425/YeonAdministrative Contact same as Originator Phone 248-3838 Bldg/Room #425/YeonDescription of Contract Amendment No. 2 to Agreement with Oregon Dept. of Transportation-Highway Division to extend the agreement for services for an indefinite period of time, subject to the provisions for termination as set forth in the original agreement.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Dept. of Transp.-Hwy Div.Mailing Address Transportation Building
Salem, OR 97310

Phone _____

Employer ID# or SS# _____

Effective Date Upon signatureTermination Date Indefinite, unless terminatedas specified in the AgreementOriginal Contract Amount \$ 20,000 per yearTotal Amount of Previous Amendments \$ 20,000 per yearAmount of Amendment \$ -0-Total Amount of Agreement \$ 40,000 per year**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]Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☒ Monthly \$ as services ☐ Net 30
are performed☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 4/26/94

Date _____

Date _____

Date 5/19/94

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.	150	030	6101			6110						
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

AMENDMENT NO. 2

to No. 9861

Agreement dated September 1, 1989, between Multnomah County, a home rule political subdivision of the State of Oregon, hereinafter referred to as "County," and the State of Oregon, acting by and through its Department of Transportation, Highway Division, hereinafter referred to as "State."

Engineering Services Agreement (State No. 9861) covering Engineering-related services, including but not limited to design, inspection, field and laboratory testing, by qualified personnel on an as-needed basis for County projects, is due to expire on June 30, 1994.

IT IS HEREBY MUTUALLY AGREED by and between the present parties that the above-named Agreement shall be extended for an indefinite period of time, subject to the provisions for termination as stated on Page 2, Mutual Obligations, of the original Engineering Services Agreement.

APPROVAL RECOMMENDED

By _____
Region Engineer

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

By _____
State Highway Engineer

Date _____

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By *[Signature]*
Assistant County Counsel

2021V
4/94

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By *[Signature]*
Beverly Stein, Chair

Date 5-19-94

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 5-19-94
[Signature]
BOARD CLERK

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Mt Hood Community College and the Sheriff's Office

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: May 5, 1994Amount of Time Needed: 5 - 10 minutesDEPARTMENT: Sheriff's Office DIVISION: CorrectionsCONTACT: Larry Aab TELEPHONE #: 251-2489
BLDG/ROOM #: 313/231PERSON(S) MAKING PRESENTATION: Bob Skipper, SheriffACTION REQUESTED:

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

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

Intergovernmental Agreement between Mt. Hood Community College and the Sheriff's Office to provide ABE/GED instruction for inmates within the Multnomah County Correctional Facility (MCCF) and the Multnomah County Inverness Jail (MCIJ). RENEWAL.

CONSENT

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Bob Skipper Jr.OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
MULTNOMAH COUNTY
COMMISSIONERS
1994 MAY 10 PM 4:05
MULTNOMAH COUNTY
OREGON



CONTRACT APPROVAL FORM (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800135

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-7</u> DATE <u>5/19/94</u> <u>Carrie A. Parkerson</u> BOARD CLERK

Department Sheriff's Office Division Corrections Date March 25, 1994Contract Originator William T. Wood Phone 248-3256 Bldg/Room 119/307Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/225Description of Contract Provide ABE/GED instruction for inmates within the Multnomah County Correctional Facility and the Multnomah County Inverness Jail.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORFContractor Name Mt. Hood Community CollegeMailing Address 26000 SE Stark St.Gresham, OR 97030 ATTN: Pam ArsenaultPhone (503) 667-7333Employer ID# or SS# 1-93-0546890-ALEffective Date July 1, 1994Termination Date June 30, 1995Original Contract Amount \$ 33,143.88

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ 33,143.88

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☒ Other \$ Upon billing ☐ 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 _____

Contract Administration
(Class I, Class II Contracts Only) _____Encumber: Yes ☐ No ☐Date 4/18/94

Date _____

Date 5/2/94

Date _____

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.	169	025	4110			6110				17,144.88		
02.	168	025	4043			6110				16,000.00		
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

ORIGINAL

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 between the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("COUNTY"), and Mt. Hood Community College ("MHCC"). As used in this Agreement, MCSO, COUNTY and MHCC will be referred to collectively as the "parties."

RECITALS

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to the provisions of ORS 206.345; and

WHEREAS, the Mt. Hood Community College District is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, ORS 341.315 provides that and county may contract with community college district to provide services of an educational nature; and

WHEREAS, Mt. Hood Community College is a college sanctioned by the State of Oregon, that provides GED instruction and testing, and maintains a GED/ABE/ESL instructional program both on campus and in other locations; and

WHEREAS, the MCSO desires to maintain a GED/ABE/ESL instructional program for inmates in MCSO Correctional Facilities.

IN CONSIDERATION of those mutual promises and terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

DESCRIPTION OF SERVICES

1. Mt. Hood Community College agrees to perform as follows:

A. Multnomah County Inverness Jail - 36 hours per week of GED/ABE instruction provided by an instructor, 12 hrs/wk of ESL Instruction, and an additional 12 hours per week of instruction provided by a tutor (42 weeks per year).

B. Multnomah County Correctional Facility - 8 hours per week of GED/ABE/ESL instruction provided by an instructor (42 weeks per year).

C. Maintain one half of the service hours noted in sections 1 and 2 above at no cost to the MCSO.

D. All instructional personnel must allow a criminal records check to be performed and must be cleared for jail access by the MCSO prior to being considered approved as an instructor in the MCSO facilities.

E. GED/ABE/ESL instruction shall be provided within the identified correctional facilities on an hourly schedule jointly developed by Mt. Hood Community College and the MCSO.

1 F. Educational personnel shall utilize the assistance of
2 screened volunteers to maximize the educational program
3 for inmates.

4 G. Mt. Hood Community College agrees to maintain and
5 provide the MCSO necessary statistical information
6 regarding the persons tutored, sessions held and other
7 information necessary to maintain instructional
8 reports.

9 2. MCSO agrees to perform as follows:

10 A. The MCSO, Corrections Branch, shall consider for jail
11 clearance all instructors referred by Mt. Hood
12 Community College for facility assignment. An approval
13 or disapproval decision shall be provided to Mt. Hood
14 Community College.

15 B. The MCSO shall provide assistance in the development of
16 an instructional schedule, screen potential volunteers,
17 and provide assistance necessary to operate within a
18 correctional facility.

19 C. The MCSO agrees to provide Mt. Hood Community College
20 reports necessary to maintain adequate time and
21 employee records.

22 D. The MCSO shall provide a reasonably safe working
23 environment for instructors in a corrections context.
24 MHCC acknowledges there is a risk assumed when its
25 instructors enter a correctional institution, and shall
26 direct its instructors to obey all directions from
27
28

corrections officers, and that failure to obey the orders of corrections officers may result in risk of injury or harm.

COMPENSATION.

3. For the duration of this Agreement the MCSO shall pay to MHCC, upon receipt of a monthly request for payment, one half of the costs of the instructional hours provided, at a rate of \$24.98 per hour for instruction and \$14.07 per hour for a tutor. Fees paid under this Agreement shall not exceed \$33,143.88.

OTHER CONDITIONS

4. The parties agree that any and all instructors from MHCC are employees of MHCC and are not employees, agents, or representatives of the MCSO for any purpose.

5. The parties agree that this Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

6. The parties agree to comply with all applicable requirements of Federal and State civil rights law and rehabilitation statutes.

7. If MHCC is determined by Multnomah County to be a sub-recipient of federal funds passed through Multnomah County, the contractor will submit an annual federal compliance

audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public law 98-502, to non-profit organizations.

8. The parties shall maintain worker's compensation insurance coverage for all its personnel, either as a carrier or self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

INDEMNIFICATION AND LIABILITY

9. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MCSO and the COUNTY shall indemnify, defend and hold harmless MHCC, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of MCSO personnel acting pursuant to the terms of this Agreement.
10. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MHCC shall indemnify, defend and hold harmless COUNTY and MCSO, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of MHCC personnel acting pursuant to the terms of this Agreement.

CONTRACT MODIFICATION AND TERMINATION

11. This Agreement shall begin on July 1, 1994 and terminate June 30, 1995.

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

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

14. Upon termination before completion of the services, payment to MHCC shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by MHCC against the MCSO under this agreement.

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

16. MHCC and MCSO agree that this Agreement may be modified or amended by mutual agreement of the parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by both MHCC and the Multnomah County Sheriff, and approved by the Multnomah County Board of Commissioners.

DISPUTE RESOLUTION

17. While the parties have attempted to make an Agreement anticipating and addressing their concerns, MCSO, COUNTY and MHCC acknowledge the possibility that a claim, controversy or dispute may arise out of this Agreement. MCSO, COUNTY

1 and MHCC agree that each party has an obligation and
2 affirmative duty to make a good faith effort to resolve any
3 claim, controversy or dispute, including the giving of
4 timely, written notification thereof to the other party.

5 18. MCSO, COUNTY and MHCC agree that all claims, controversies
6 or disputes which arise out of this Agreement, and which
7 have not been resolved through good faith efforts of the
8 parties, shall be resolved by arbitration in accordance with
9 the then effective arbitration rules of the Arbitration
10 Service of Portland or the American Arbitration Association,
11 whichever organization is selected by the party who first
12 initiates arbitration by filing a claim in accordance with
13 the rules of the organization selected, and any judgment
14 upon the award rendered pursuant to such arbitration may be
15 entered in any court having jurisdiction thereof.
16

17 CONTRACT ADMINISTRATION

18 19. The Multnomah County Sheriff designates Bill Wood, Programs
19 Division Commander, Corrections Branch, to represent MCSO in
20 all matters pertaining to administration of this Agreement.

21 20. MHCC designates Dr. Eleanor M. Brown, Dean of Student
22 Development, to represent MHCC in all matters pertaining to
23 administration of this Agreement.

24 /

21. Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Bob Skipper
Multnomah County Sheriff
12240 NE Glisan Street
Portland, OR 97230

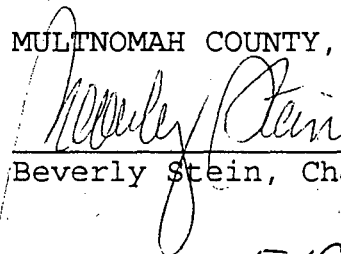
Pam Arsenault
Mt. Hood Community College
26000 SE Stark St.
Gresham, OR 97030

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on the date written below.

MT. HOOD COMMUNITY COLLEGE

MULTNOMAH COUNTY, OREGON

Dr. Eleanor M. Brown
Dean of Student Development


Beverly Stein, Chair

DATE: _____

DATE: 5-19-94

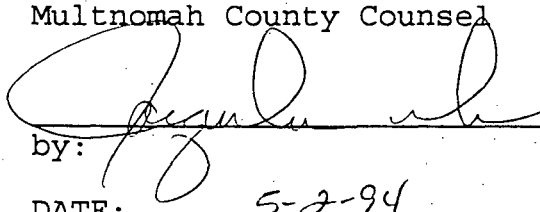
Paul E. Kreider, President

Bob Skipper, Sheriff

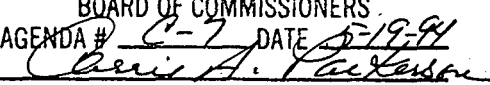
DATE: _____

DATE: _____

REVIEWED:
Lawrence Kressel
Multnomah County Counsel


by: _____

DATE: 5-2-94

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 5-19-94

BOARD CLERK

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Portland Community College and the Sheriff's Office

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: May 5, 1994Amount of Time Needed: 5 - 10 minutesDEPARTMENT: Sheriff's Office DIVISION: CorrectionsCONTACT: Larry Aab TELEPHONE #: 251-2489
BLDG/ROOM #: 313/231PERSON(S) MAKING PRESENTATION: Bob Skipper, SheriffACTION REQUESTED:

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

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

Intergovernmental Agreement between Portland Community College and the Sheriff's Office to provide ABE/GED instruction for inmates within the correctional facilities: Multnomah County Detention Center (MCDC), Courthouse Jail (CHJ), and the Multnomah County Restitution Center (MCRC). RENEWAL.

CONSENT

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Bob SkipperOR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
1994 MAY 10 PM 4:05
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/5222
0516C/63 *Originals Sent to Larry Aab on 5-20-94/93*

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

Contract # 800145

MULTNOMAH COUNTY OREGON

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED BY MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-8</u> DATE <u>5/19/94</u> <u>Carrie A. Parkerson</u> BOARD CLERK

Department Sheriff's Office Division Corrections Date March 25, 1994Contract Originator Bill Wood Phone 248-3256 Bldg/Room 119/307Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/225Description of Contract Providee ABE/GED instruction for inmates within the corrections facilities (MCDC, CHJ, MCRC).

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF
 Contractor Name Portland Community College
 Attn: Jim O'Brian, SE Campus
 Mailing Address P.O. Box 19000
Portland, OR 97219
Phone (503) 244-6111 Ext. 6268Employer ID# or SS# 93-057-5187Effective Date July 1, 1994Termination Date June 30, 1995Original Contract Amount \$ 34,041

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 34,041**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) _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☒ Other \$ As billed ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 4/18/94

Date _____

Date 5-2-94

Date _____

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.	<u>169</u>	<u>025</u>	<u>4110</u>			<u>6110</u>				<u>24,041.00</u>		
02.	<u>168</u>	<u>025</u>	<u>4043</u>			<u>6110</u>				<u>17,144.88</u>		
03.										<u>16,000.00</u>		
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE: CONTRACT ADMINISTRATION CANARY: INITIATION PINK: FINANCE

ORIGINAL

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 between the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("COUNTY"), and Portland Community College ("PCC"). As used in this Agreement, MCSO, COUNTY and PCC will be referred to collectively as the "parties."

RECITALS

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to the provisions of ORS 206.345; and

WHEREAS, the Portland Community College District is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, ORS 341.315 provides that and county may contract with community college district to provide services of an educational nature; and

WHEREAS, Portland Community College is a college sanctioned by the State of Oregon, that provides GED instruction and testing, and maintains a GED/ABE/ESL instructional program both on campus and in other locations; and

WHEREAS, the MCSO desires to maintain a GED/ABE/ESL instructional program for inmates in MCSO Correctional Facilities.

IN CONSIDERATION of those mutual promises and terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

DESCRIPTION OF SERVICES

1. Portland Community College agrees to perform as follows:

- A. Multnomah County Detention Center (MCDC) and Multnomah County Court House Jail (CHJ) - provide 22 instructional hours per week (52 weeks per year) and a total of 210 preparation hours.
- B. Multnomah County Restitution Center (MCRC) - provide 15 instructional hours per week (44 weeks per year).
- C. Maintain one half of the service hours noted in sections A and B above at no cost to the MCSO.
- D. PCC shall provide state qualified and MCSO approved instructors available to MCDC and CHJ fifty two (52) weeks per year, including Christmas, spring and summer college break periods.
- E. All instructional personnel must allow a criminal records check to be performed and must be cleared for jail access by the MCSO prior to being considered approved as an instructor in the MCSO facilities.
- F. GED/ABE/ESL instruction shall be provided within the identified correctional facilities on an hourly

1 schedule jointly developed by Portland Community
2 College and the MCSO.

3 G. Educational personnel shall utilize the assistance of
4 screened volunteers to maximize the educational program
5 for inmates.

6 H. Portland Community College agrees to maintain and
7 provide the MCSO necessary statistical information
8 regarding the persons tutored, sessions held and other
9 information necessary to maintain instructional
10 reports.

11 2. MCSO agrees to perform as follows:

12 A. The MCSO, Corrections Branch, shall consider for jail
13 clearance all instructors referred by PCC for facility
14 assignment. An approval or disapproval decision shall
15 be provided to PCC.

16 B. The MCSO shall provide basic instructional materials
17 necessary for GED/ABE instruction for inmates.

18 C. The MCSO shall provide assistance in the development of
19 an instructional schedule, screen potential volunteers,
20 and provide assistance necessary to operate within a
21 correctional facility.

22 D. The MCSO agrees to provide to PCC reports necessary to
23 maintain adequate time and employee records.

24 E. The MCSO shall provide a reasonably safe working
25 environment for instructors in a corrections context.

26 PCC acknowledges there is a risk assumed when its
27
28

instructors enter a correctional institution, and shall direct its instructors to obey all directions from corrections officers, and that failure to obey the orders of corrections officers may result in risk of injury or harm.

COMPENSATION.

3. For the duration of this Agreement the MCSO shall pay to PCC, upon receipt of a monthly request for payment, one half of the costs of the instructional hours provided under section 1 of this Agreement. Fees paid under this Agreement shall not exceed \$34,041.

OTHER CONDITIONS

4. The parties agree that any and all instructors from PCC are employees of PCC and are not employees, agents, or representatives of the MCSO for any purpose.

5. The parties agree that this Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

6. The parties agree to comply with all applicable requirements of Federal and State civil rights law and rehabilitation statutes.

7. If PCC is determined by Multnomah County to be a sub-recipient of federal funds passed through Multnomah County,

1 the contractor will submit an annual federal compliance
2 audit in conformity with OMB Circular A-133, which applies
3 the Federal Single Audit Act of 1984, Public law 98-502, to
4 non-profit organizations.

- 5 8. The parties shall maintain worker's compensation
6 insurance coverage for all its personnel, either as a
7 carrier or self-insured employer as provided in Chapter
8 656 of Oregon Revised Statutes.

9 INDEMNIFICATION AND LIABILITY

- 10 9. Subject to the limitations of the Oregon Torts Claims Act
11 and the Oregon Constitution, MCSO and the COUNTY shall
12 indemnify, defend and hold harmless PCC, its officers,
13 employees and agents from all claims, suits, actions or
14 expenses of any nature resulting from or arising out of the
15 acts, errors or omissions of MCSO personnel acting pursuant
16 to the terms of this Agreement.

- 17 10. Subject to the limitations of the Oregon Torts Claims Act
18 and the Oregon Constitution, PCC shall indemnify, defend and
19 hold harmless COUNTY and MCSO, their officers, employees and
20 agents from all claims, suits, actions or expenses of any
21 nature resulting from or arising out of the acts, errors or
22 omissions of PCC personnel acting pursuant to the terms of
23 this Agreement.

24 CONTRACT MODIFICATION AND TERMINATION

- 25 11. This Agreement shall begin on July 1, 1994 and terminate
26 June 30, 1995.

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

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

14. Upon termination before completion of the services, payment to PCC shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by PCC against the MCSO under this agreement.

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

16. PCC and MCSO agree that this Agreement may be modified or amended by mutual agreement of the parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by both PCC and the Multnomah County Sheriff, and approved by the Multnomah County Board of Commissioners.

DISPUTE RESOLUTION

17. While the parties have attempted to make an Agreement anticipating and addressing their concerns, MCSO, COUNTY and PCC acknowledge the possibility that a claim, controversy or dispute may arise out of this Agreement. MCSO, COUNTY and

PCC agree that each party has an obligation and affirmative duty to make a good faith effort to resolve any claim, controversy or dispute, including the giving of timely, written notification thereof to the other party.

18. MCSO, COUNTY and PCC agree that all claims, controversies or disputes which arise out of this Agreement, and which have not been resolved through good faith efforts of the parties, shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland or the American Arbitration Association, whichever organization is selected by the party who first initiates arbitration by filing a claim in accordance with the rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

CONTRACT ADMINISTRATION

19. The Multnomah County Sheriff designates Bill Wood, Programs Division Commander, Corrections Branch, to represent MCSO in all matters pertaining to administration of this Agreement.

20. PCC designates Jim O'Brianto represent PCC in all matters pertaining to administration of this Agreement.

///

///

///

///

21. Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Bob Skipper
Multnomah County Sheriff
12240 NE Glisan Street
Portland, OR 97230

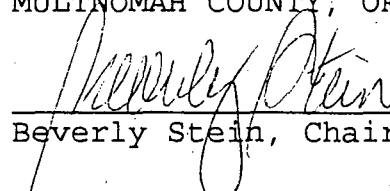
Jim O'Brian
Portland Community College
P.O. Box 19000
Portland, OR 97219

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on the date written below.

PORTLAND COMMUNITY COLLEGE

MULTNOMAH COUNTY, OREGON

Dr. Daniel F. Moriarty,
President


Beverly Stein, Chair

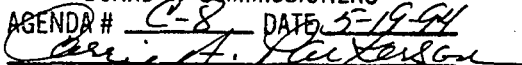
DATE: _____

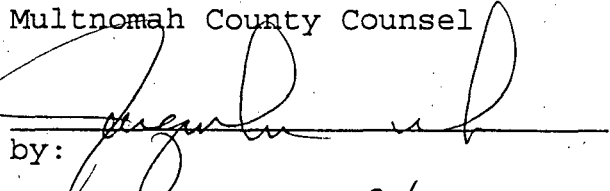
DATE: 5-19-94

Bob Skipper, Sheriff

DATE: _____

REVIEWED:
Lawrence Kressel
Multnomah County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 5-19-94

BOARD CLERK


by: _____
DATE: 5-2-94

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between the Board of Parole and Post-Prison
Supervision and the Sheriff's Office

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: May 5, 1994Amount of Time Needed: 5 - 10 minutesDEPARTMENT: Sheriff's Office DIVISION: CorrectionsCONTACT: Larry Aab TELEPHONE #: 251-2489
BLDG/ROOM #: 313/231PERSON(S) MAKING PRESENTATION: Bob Skipper, SheriffACTION REQUESTED:☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER**SUMMARY** (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Intergovernmental Agreement between the Board of Parole and Post-Prison Supervision and the Sheriff's Office. This agreement allows for the utilization of jail and the Restitution Center as possible local parole violation sanctions. No financial considerations are involved in the agreement. RENEWAL.

CONSENT

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Bob Skipper Jr.OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 MAY 10 PM 4:05

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/5222
0516C/63 *Originals sent to Larry Aab on 5-20-94.* 6/93

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800175

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <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	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-9</u> DATE <u>5/19/94</u> <u>Carrie A. Parkerson</u> BOARD CLERK
---	---	--

Department Sheriff's Office Division Corrections Date March 25, 1994Contract Originator Bill Wood Phone 248-3256 Bldg/Room 119/307Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/225

Description of Contract Allows for the utilization of jail and the Restitution Center as possible local parole violation sanctions. No financial considerations are involved in the agreement.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Board of Parole and Post-Prison Supervision
 Mailing Address Lee Coleman, Chair
2575 Center St.
Salem, OR 97310
 Phone (503) 378-2334
 Employer ID# or SS# N/A
 Effective Date July 1, 1994
 Termination Date June 30, 1995
 Original Contract Amount \$ None
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ None
 Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ N/A ☐ Due on receipt

☐ Monthly \$ _____ ☐ Net 30

☐ Other \$ _____ ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ N/A

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director [Signature]
(Class II Contracts Only)

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration [Signature]
(Class I, Class II Contracts Only)

Encumber: Yes ☐ No ☐Date 4/18/94

Date _____

Date 5-2-94

Date _____

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.	<u>Not</u>	<u>APPLICABLE</u>									
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

ORIGINAL

Contract No. 800175

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 between the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("County"), and the Board of Parole and Post-Prison Supervision, ("Board"). As used in this Agreement, MCSO, County and Board will be referred to collectively as the "parties."

RECITALS

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to the provisions of ORS 206.345; and

WHEREAS, the Board of Parole and Post-Prison Supervision is a state agency authorized to enter into intergovernmental agreements with a unit of local government pursuant to the provisions of ORS 190.110(1); and

WHEREAS, the Board is authorized by the State of Oregon to establish conditions of parole and post-prison supervision, review performance, and to consider violations of supervision; and

1 WHEREAS, the MCSO maintains, under the supervision of the
2 Sheriff, a number of local correctional sanctions, including
3 jail, the Multnomah County Restitution Center and the Intensive
4 Supervision Program, and

5 WHEREAS, the parties desire to establish local sanctions for
6 violation of post-prison supervision through implementation of
7 Sanction/Intervention Guidelines.

8 NOW THEREFORE, in consideration of those mutual promises and
9 terms and conditions set forth hereafter, and pursuant to the
10 provisions of ORS chapter 190, the parties agree to be bound as
11 follows:

12 OREGON STATUTES RELATING TO POST-PRISON SUPERVISION

- 13 1. The parties agree and acknowledge that ORS 144.096 to
14 144.108 authorize and obligate the Board to perform certain
15 functions relating to post-prison supervision of prisoners
16 released from prison.
- 17 2. The parties agree and acknowledge that ORS 144.106 provides
18 that, "the supervisory authority shall use a continuum of
19 administrative sanctions for violations of post-prison
20 supervision," and that such sanction continuum may include
21 "appropriate available local sanctions, including, but not
22 limited to community service work, house arrest, electronic
23 surveillance, restitution centers, work release centers, day
24 centers or other local sanctions established by agreement
25 with the supervisory authority."

LOCAL SANCTIONS

3. The parties agree that the County, acting by and through the Multnomah County Department of Community Corrections, is a "supervisory authority" authorized to use a continuum of sanctions, approved by the Board, for violation of post-prison release as provided by ORS 144.106.
4. The parties further agree that ORS 144.343 provides that the Board may delegate to the hearings officer the authority to order sanctions as provided in ORS 144.106 and to continue a violator on parole or post-prison supervision with the same or modified conditions.
5. The parties agree that the Multnomah County Department of Community Corrections may use local jail as part of a continuum of administrative sanctions for post-prison supervision violations. However, local jail will be used as a sanction only when justified by the individual case and where lesser sanctions would not be sufficient for the violation involved.
6. The MCSO agrees to allow the use of Multnomah County local jails as a sanction within the continuum of sanctions available for violations of parole and post-prison supervision. The length of the jail sanction shall not exceed 30 days for each violation.
7. Persons accepted into local jail as a sanction shall be assigned a matrix score and shall be eligible for population

1 release from custody if necessary, as authorized and
2 required by the Consent Agreement - Jordan v. Multnomah
3 County - U.S. District Court Civil No. 80-841-RE. The MCSO
4 shall send the Board a copy of the matrix rules and shall
5 notify the Board by teletype of the release of any offender
6 on parole or post-prison supervision who is released due to
7 the population limit.

- 8 8. The MCSO agrees to consider, on a case by case basis,
9 referrals to the Multnomah County Restitution Center. The
10 violator must be accepted by the program prior to the use of
11 the sanction.

12 COMPENSATION

- 13 9. The MCSO agrees not to charge the Board for costs associated
14 with lodging post-prisoner violators in the County jails
15 under the provisions of this Agreement.

16
17 WORKER'S COMPENSATION

- 18 10. The parties shall maintain worker's compensation
19 insurance coverage for all its personnel, either as a
20 carrier or self-insured employer as provided in Chapter
21 656 of Oregon Revised Statutes.

22
23 INDEMNIFICATION AND LIABILITY

- 24 11. Subject to the limitations of the Oregon Torts Claims Act
25 and the Oregon Constitution, MCSO and the County shall
26

1 indemnify, defend and hold harmless the Board, its officers,
2 employees and agents from all claims, suits, actions or
3 expenses of any nature resulting from or arising out of the
4 acts, errors or omissions of County personnel acting
5 pursuant to the terms of this Agreement.

6 12. Subject to the limitations of the Oregon Torts Claims Act
7 and the Oregon Constitution, the Board shall indemnify,
8 defend and hold harmless COUNTY and MCSO, their officers,
9 employees and agents from all claims, suits, actions or
10 expenses of any nature resulting from or arising out of the
11 acts, errors or omissions of Board personnel acting pursuant
12 to the terms of this Agreement.

13
14 CONTRACT MODIFICATION AND TERMINATION

15 13. This Agreement shall begin on July 1, 1994 and terminate
16 June 30, 1995.

17 14. This contract may be terminated by mutual consent of both
18 parties, or by either party upon ninety (90) days notice, in
19 writing, and delivered by certified mail or in person.

20 15. The parties agree that this Agreement may be modified or
21 amended by mutual agreement of the parties. Any
22 modification to this Agreement shall be effective only when
23 incorporated herein by written amendments and signed by both
24 the Board and the Multnomah County Sheriff, and approved by
25 the Multnomah County Board of Commissioners.

CONTRACT ADMINISTRATION

16. The Multnomah County Sheriff designates Bill Wood, Programs Division Commander, Corrections Branch, to represent MCSO in all matters pertaining to administration of this Agreement.

17. The Board designates Lee Coleman, Chair of the Board of Parole and Post-Prison Supervision, to represent the Board in all matters pertaining to administration of this Agreement.

18. Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Bob Skipper
Multnomah County Sheriff
12240 NE Glisan Street
Portland, OR 97230

Lee Coleman, Chair
Board of Parole and
Post-Prison Supervision
2575 Center Street
Salem, OR 97310

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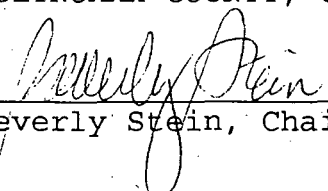
IN WITNESS WHEREOF, the parties have caused this Agreement
to be executed by their duly appointed officers on the date
written below.

BOARD OF PAROLE AND
POST-PRISON SUPERVISION

Lee Coleman, Chair

DATE: _____

MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

DATE: 5-19-94

Bob Skipper, Sheriff

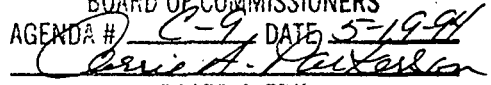
DATE: _____

REVIEWED:

Lawrence Kressel
Multnomah County Counsel

by: 

DATE: 5-2-94

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 5-19-94

BOARD CLERK

Unanimous
Consent

MEETING DATE: MAY 19 1994

AGENDA NO.: UC-1

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PROCLAIMING MAY 19, 1994 NATIONAL EMS DAY

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: MAY 19, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: HEALTH DIVISION: REGULATORY HEALTH

CONTACT: BILL COLLINS TELEPHONE #: 248-3220

BLDG/ROOM #: 160/9

PERSON(S) MAKING PRESENTATION: BILL COLLINS

ACTION REQUESTED:

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

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

Proclaiming May 19, 1994 National Emergency Medical Services (EMS) Day. On May 19 and 20 there will be a number of activities at Pioneer Courthouse Square.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: *Emily Stein*

Or

DEPARTMENT MANAGER: *Bill Odgaard*


(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 MAY 17 PM 3:16

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

Copy of Proclamation 94-93 sent to Bill Collins on 5-19-94.

In the Matter of Proclaiming)
May 19, 1994 as National) P R O C L A M A T I O N
Emergency Medical Service Day) 94-93
in Multnomah County, Oregon)


Beverly Stein
Multnomah County Chair

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Oregon Department of Transportation through Oregon State Police and the Sheriff's Office

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: MAY 19 1994Amount of Time Needed: 5 - 10 minutesDEPARTMENT: Sheriff's Office DIVISION: EnforcementCONTACT: Larry Aab TELEPHONE #: 251-2489
BLDG/ROOM #: 313/231PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

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

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

SIGNATURES REQUIRED:

Intergovernmental Agreement between Oregon Department of Transportation through Oregon State Police and the Sheriff's Office to provide a video camera system to film DUII stops.

REGULAR

ELECTED OFFICIAL: Bob Skipper

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63 Originals sent to Larry Aab on 5-20-94. 6/93BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 MAY 10 PM 4:05

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: April 28, 1994

REQUESTED PLACEMENT DATE: May 19, 1994

RE: IGA Between Oregon Department of Transportation (ODOT)
through Oregon State Police and the Sheriff's Office, Contract
#800704

I. Recommendation/Action Requested:

Ratification of Intergovernmental Agreement between Oregon Department of Transportation through Oregon State Police and the Sheriff's Office, contract #800704, to provide two video recording cameras.

II. Background/Analysis:

Oregon Department of Transportation (ODOT) grant for video cameras and training, to be used by MCSO's DUII patrol enforcement units.

III. Financial Impact:

None to County. ODOT to give \$2,112.00 for video cameras system to film DUII stops. ODOT will provide training for camera use. ODOT to fund overtime for DUII arrests.

IV. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

Enhancement to MCSO's DUII traffic program.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

State of Oregon Department of Transportation.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 800704

MULTNOMAH COUNTY OREGON

Amendment #

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <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	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-1</u> DATE <u>5/19/94</u> <u>Carrie A. Parkerson</u> BOARD CLERK
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Department Sheriff's Office Division Enforcement Date March 14, 1994

Contract Originator Deputy Dave Rader Phone 251-2409 Bldg/Room 313/

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

Description of Contract To provide two (2) video camera system to film DUII stops.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Oregon Dept of Transportation

Mailing Address Oregon State Police
400 Public Service Building
Salem, OR 97310

Phone _____

Employer ID # or SS # _____

Effective Date March 1, 1994

Termination Date September 30, 1994

Original Contract Amount \$ 2,112.00

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt

☐ Monthly \$ _____ ☐ Net 30

☒ Other \$quarterly basis ☐ 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 _____

Date 5-3-93

Date _____

Date _____

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	100	025	3311			2017						
02.												
03.												

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE
106/1430

ORIGINAL

INTERAGENCY AGREEMENT

This Interagency Agreement is between the State of Oregon acting by and through the Oregon Department of State Police, hereafter called Department, and Multnomah SO hereafter called Agency.

1. Statement of Work

Agency agrees to provide the services and accomplish the work described in Exhibit "A" and by this reference made a part of this agreement. Delivery of these services will be accomplished by the dates set forth in Exhibit "A", unless prior approval for an extension is given the Agency by the Department.

Final payment will be made upon completion of all stated work and receipt of final report.

2. Agreement Effective Date

This Interagency Agreement begins on March 1, 1994, or when signed by all parties, and terminates on September 30, 1994.

3. Reporting Requirement

The agency shall provide the following reports to the Department:

a. The Agency will be required to complete quarterly data gathering forms provided by the Department of Transportation, Transportation Safety Section. (Exhibit C)

b. Quarterly Progress Reports

The Agency shall prepare and submit quarterly progress reports by the 5th of the month of the following quarterly reporting periods ending March, June and September of 1994. Each of these reports shall:

Identify project status relative to events and activities identified in the proposal.

Summarize work performed; accomplishments; and problems encountered during period of report; plans for succeeding period.

b. Final Report

The agency will prepare and submit a final report on or before October 5, 1994. This shall include the following:

Summary of activities of the entire Interagency Agreement period. Include accomplishments and problems encountered.

These reports shall be submitted to Sergeant Richard Kuehmichel, Oregon State Police, 400 Public Service Building, Salem, Oregon 97310. These reports require Department approval prior to payment of completed phase.

4. Consideration

PRODUCT AGREEMENT

As full consideration for all services to be performed by the Agency under this agreement, the Department of Transportation, Transportation Safety Section will compensate the Agency through Transportation Safety Section Grant # J7931209 with Oregon State police not to exceed the sum of \$2,112.00 and Two video recording camera(s). Compensation will be accomplished through quarterly billings provided to the Department from the Agency not later than the 5th of the month following the billing period. The billings must reflect work actually accomplished during the billing period and submitted on Agency stationary, indicate Transportation Safety Section Grant # J7931209, billing period, tasks completed, contract number, amount of compensation and be signed by the project manager. Quarterly billing periods are March, June and September 1994.

The Agency shall maintain all appropriate financial records.

5. Retirement System Status

Agency and its employees are all contributing members of the Public Employees Retirement System or other retirement system. Agency will be responsible for all withholding and contributions to the retirement system.

6. Travel

Travel expenses shall not be reimbursed to the Agency by the Department. Travel by the Agency may be required to achieve or complete contract deliverables.

7. Government Employment Status

The Agency certifies that its employees are not currently employed by the Federal Government.

8. Subcontracts

Agency shall not enter into any subcontracts for any of the work scheduled under this Interagency Agreement without obtaining prior written approval from the Department.

9. Dual Payment

Agency shall not be compensated for work performed under this Interagency Agreement from any other Department of the State of Oregon.

10. Funds Available and Authorized

Department certified at the time the Interagency Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Interagency Agreement within the Department of Transportation's appropriation or limitation.

11. Termination

This Interagency Agreement may be terminated by mutual consent of both parties, or by either party upon 30 days notice, in writing and delivered by certified mail or in person.

The Department may terminate this Interagency Agreement effective upon delivery of written notice the Agency, or at such later date as may be established by the Department, under any of the following conditions:

- a. If Department funding from state or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Interagency Agreement may be modified to accommodate a reduction in funds.
- b. If state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Interagency Agreement or are no longer eligible for the funding proposed for payments authorized by this Interagency Agreement.
- c. If any license or certificate required by law or regulation to be held by the Agency to provide the services required by this Interagency Agreement is for any reason denied, revoked, or not renewed.

Any such termination of this Interagency Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

The Department by written notice of default (including breach of Contract) to the Agency may terminate the whole or any part of this agreement:

- a. If the Agency fails to provide services called for by this Interagency Agreement within the time specified herein or any extension thereof; or
- b. If the Agency fails to perform any of the other provisions of this Interagency Agreement, or so fails to pursue the work as to endanger performance of this Interagency Agreement in accordance with its terms, and after receipt of written notice from the Department, fails to correct such failures within 10 days or such longer period as the Department may authorize.

The rights and remedies of the Department provided in the above clause related to defaults (including breach of Contract) by the Agency shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Interagency Agreement. Any such termination of this Interagency Agreement due to unsatisfactory completion of contract work will cause the Agency to forfeit video camera equipment that is part of this agreement.

12. Access to Records

The Department, the Secretary of State and/or Legislative Auditor and their duly authorized representatives shall have access to the books, documents, papers, and records of the Agency which are directly pertinent to the specific Interagency Agreement for the purpose of making audit, examination, excerpts, and transcripts. Agency shall maintain all required records for three years after final payment and other pending matters are closed.

13. Compliance with Applicable Law

The Agency shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

14. Nondiscrimination

Agency agrees to comply with the provisions contained in Title VI of the Civil Rights Act of 1964.

15. Assignment

Agency shall not assign or transfer his interest in this agreement without the express written consent of the Department.

16. Amendments

The term of this Interagency Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

17. State Workers' Compensation Act

The Agency, its subcontractors, if any, and all employees working under this Interagency Agreement are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

18. Agency Data

Name of Agency:

Contact Person:

Address:

Telephone #:

19. The Fiscal year 1993 Section 410 Plan was approved by the Oregon Transportation Commission on July 21, 1993. At that time, the Transportation Safety Section Manager was authorized and directed to sign all contracts included in this Plan for and on behalf of the Commission. Said authority is set forth in the records, Minute Book of the Oregon Transportation Commission.

20. Signatures

Agency

By _____
(name & title)

Date _____

STATE OF OREGON by and through
its Department of State
Police

By _____
Richard Kuehmichel, Sgt.

Date _____

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # R-1 DATE 5-19-94

Carrie A. Peterson

BOARD CLERK

EXHIBIT A

REQUIREMENTS FOR AGREEMENT WITH OREGON STATE POLICE FOR DUII OVERTIME FUNDING

All Agencies receiving overtime DUII enforcement funds agree to the following conditions:

1. All officers participating by receiving overtime funds will attend a DUII video training course specified by Transportation Safety Section. Training hours for both officers and instructors will be funded by the Transportation Safety Section Grant.
2. Officers making DUII arrests under the Transportation Safety Section Grant will complete the agency log(Exhibit C) whether the arrest was video recorded or not and either the officer or a person designated by the Agency will track the arrest case through to it's completion.
3. Agency will complete the Quarterly Report and forward the report to the Department by the 5th of the month following the end of the quarter.(See Section 3.b. of the Interagency Agreement)

Department agrees to submit the following to Department of Transportation, Transportation Safety Section(TSS):

1. Department will compile the information for their officers and those Agencies with Interagency Agreements and submit them to TSS on the TSS Quarterly Report following the conditions and instructions in Transportation Safety Section Grant # J7931209

Exhibit B (1 of 4)

VIII. AGREEMENTS AND ASSURANCES

The following Agreements and Assurances apply to all grants funded by the Traffic Safety Division (TSD), Oregon Department of Transportation:

A. General

1. The activity described in this grant is undertaken under the authority of Title 23, United States Code, Sections 153, 402-410, and is subject to the administrative regulations established by OMB Circulars A-21, A-87, A-110, A-122, A-128, 48 CFR Part 31, and 49 CFR Part 18.
2. Any federal funds committed shall be subject to the continuation of funds made available to TSD by the National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA) by statute or administrative action.
3. The grantee shall ensure compliance with 49 CFR Part 18.42 which addresses retention and access requirements for grant-related records. The state, the federal grantor agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any books, documents, papers or other records of the grantee which are pertinent to the grant. These records must be retained for a period of three years starting on the date the grantee submits its final request for reimbursement for this grant.
4. Any obligation of grant funds extends only to those costs incurred by the grantee after authorization has been given to proceed with the particular part of the program involving costs.
5. Grant funds shall not be used for activities previously carried out with the grantee's own resources.
6. Income earned through services conducted through the project should be used to offset the cost of the project and be included in Section VI, Budget and Cost Summary.
7. The grantee shall ensure that all grant-related expenditures are included as a part of entity-wide audits conducted in accordance with the Single Audit Act of 1984 (31 USC 7561-7). The grantee shall provide TSD a copy of all Single Audit Reports covering the time period of the grant award as soon as they become available. Federal funds received are Catalog of Federal Domestic Assistance (CFDA) number 20.600, State and Community Highway Safety Program
8. The grantee shall promptly reimburse TSD for any ineligible or unauthorized expenditures as determined by a state or federal review for which grant funds have been claimed and payment received.
9. The grantee and its contractors cannot use federal funds to influence federal employees, Members of Congress,

and Congressional staff regarding specific grants. The grantee and its contractors must submit disclosure documentation when non-federal funds are used to influence the decisions of federal officials on behalf of specific projects. Signing this Agreement constitutes a certification of compliance with these lobbying restrictions.

10. The grantee, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656-017, which requires them to provide workers' compensation coverage for all their subject workers.
11. The grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in the Oregon Department of General Services Administrative Rules (Oregon Administrative Rules, Chapter 125; and Oregon State Law, including ORS Chapter 279, and in particular ORS 279.312, ORS 279.314, ORS 279.316, and ORS 279.320).
12. The grantee shall defend, save and hold harmless the State of Oregon, including the Oregon Transportation Commission, the Oregon Traffic Safety Committee, the Department of Transportation, the Traffic Safety Division, and their members, officers, agents, and employees from all claims, suits, or actions of whatever nature arising out of the performance of this Agreement, except for claims arising out of the negligent acts or omissions of the State of Oregon, its employees, or representatives. This provision is subject to the limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

B. Project Director's Responsibilities

The Project Director is responsible for fulfilling this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The Project Director shall:

1. Establish or use an accounting system that conforms to generally accepted accounting principles, and ensure that source documents are developed which will reliably account for the funds expended.
2. Maintain copies of job descriptions and resumes of persons hired for all project-related positions which are funded at 0.25 FTE or more.
3. Maintain records showing actual hours utilized in project-related activity by all grant-funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.
4. Complete a Quarterly Highway Safety Project Report, including a Data Table as provided in Section VII, Exhibit A. Each report must be signed by the Project Director and submitted to TSD by the tenth of the

month following the close of each calendar quarter for the duration of the grant period.

5. Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred, using the form provided by TSD. Copies of invoices and/or receipts for all specified items (Contractual Services, Travel and Subsistence, Printing, and Equipment) must be submitted to TSD with the Claim for Reimbursement. Claims may be submitted monthly, and must be submitted at least quarterly. Claims must be signed by the Project Director; duplicated signatures will not be accepted.
6. Prepare a project evaluation in accordance with the Evaluation Plan described in the grant document. The report will be no more than ten pages and will include the following elements:
 - a. A summary of the project including problems addressed, objectives, major activities, and accomplishments as they relate to the objectives.
 - b. A summary of the costs of the project including amount paid by TSD, funded agency, other agencies, and private sources. The amount of volunteer time should be identified.
 - c. Discussion of implementation process so that other agencies implementing similar projects can learn from your experiences. What went as planned? What didn't work as expected? What important elements made the project successful or not as successful as expected?
 - d. Responses to Evaluation Questions. List each question and answer. Refer to Data Table.
 - e. Completed Data Table.

A draft must be submitted to TSD for review by the last day of the grant period. A final report incorporating TSD staff comments must be submitted within one month after the TSD review is completed.

C. Project Revision

1. Any proposed changes in the project objectives, key project personnel, time period, or budget must be requested in writing, and receive the approval of TSD. A Grant Adjustment Form will be signed by both TSD and the grantee.
2. Any time extension in the project period must be requested at least six weeks prior to the end of the project period and approved by the federal grantor agency if federal funds are involved.

D. Non-Discrimination Assurance

1. The grantee and its contractors will comply with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by 49 CFR parts 21 and 27, and with the Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor regulations 41 CFR Part 60, and shall ensure that no person shall on the grounds of race, color, creed, sex or national

origin be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity under this project.

2. The grantee and its contractors shall ensure that employment and procurement of goods and services made in connection with the project will be provided without regard to race, color, creed, sex or national origin.
3. The grantee and its contractors shall take all necessary affirmative steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises and/or business enterprises owned and controlled by women have the maximum opportunity to compete for and to perform contracts.
4. The grantee and its contractors shall ensure that no otherwise qualified handicapped person shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity related to this grant.
5. The grantee shall ensure that any contracts and subcontracts awarded in excess of \$10,000 shall contain a provision requiring compliance with the standards set in paragraphs 1 through 4 of this section.

E. Contracts and Other Service Agreements

1. Any contracts or other service agreements that are entered into by the grantee as part of this project shall be reviewed and approved by TSD to determine whether the work to be accomplished is consistent with the objectives of the project, and whether the provisions of paragraphs 2 through 4 of this section are considered.
2. All contracts awarded by the grantee shall include the provision that any subcontracts include all provisions stated in this section or the provision that no subcontracts shall be awarded.
3. The grantee shall ensure that each contractor adhere to applicable requirements established for the grant and that each contract include provisions for the following:
 - a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
 - b. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
 - c. Access by the grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. Grantees shall require contractors to maintain all required records for three years after

grantees make final payments and all other pending matters are closed.

- d. Notice of grantor agency requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, and requirements and regulations pertaining to copyrights and rights in data.
 - e. Requirements given in Section A. 9-12.
4. Where applicable, contracts shall include the following provisions.
- a. Termination for cause and for convenience by the grantee including the manner by which it will be effected and the basis for the settlement. (Contracts in excess of \$10,000)
 - b. Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60). (Contracts in excess of \$10,000)
 - c. Compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Dept. of Labor regulations (29 CFR Part 3). (Construction or repair contracts)
 - d. Compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Dept. of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2,000)
 - e. Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5). (Contracts in excess of \$2,500)
 - f. Compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Contracts in excess of \$100,000)
 - g. Bidders, proposers, and applicants must certify that neither they nor their principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal agency or department. (Contracts in excess of \$25,000)

F. Travel

1. The grantee shall keep a record of all significant travel. In-state trips outside the grantee's jurisdiction should be summarized on Quarterly Highway Safety Project Reports. Reimbursement will only be authorized for those travel expenditures specified in the grant budget.
2. All out-of-state travel must be approved by TSD. To receive authorization, the grantee shall submit a letter detailing the need, cost, and dates of travel at least two weeks prior to the planned departure date. Reports on out-of-state trips shall be submitted to TSD within two weeks of return.

3. Reimbursement will only be authorized for travel of persons employed by the grantee in project-related activities unless prior written approval is granted by TSD.

G. Development of Printed or Production Materials

1. The grantee shall provide TSD with draft copies of all materials developed using grant funds. TSD may suggest revisions and will approve production.
2. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using grant funds shall include a statement crediting TSD and federal participation.
3. Materials produced through this project shall be provided to TSD for its use and distribution and may not be sold for profit by either the grantee or another party.

H. Equipment Purchased with Grant Funds

1. A Residual Value Agreement shall be completed and submitted to TSD if grant funds are used in whole or in part to acquire any material or equipment costing over \$250. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item should be attached to the signed agreement. All equipment should be identified with a property identification number.
2. All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.
3. Material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the project continues to be supported by grant funds. Ownership of equipment acquired with grant funds shall be vested with the grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the grantee.
4. If any material or equipment ceases to be used in project activities, the grantee agrees to promptly notify TSD. In such event, TSD may direct the grantee to transfer, return or otherwise dispose of the equipment.

I. Debarment

The grantee, in accepting this Agreement, certifies that the agency or its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any state or federal agency or department.

J. Termination

Contract No: 800704

1. The TSD may terminate this Agreement for convenience in whole or in part whenever:
 - a. The requisite state and/or federal funding becomes unavailable through failure of appropriation or otherwise; or,
 - b. The requisite local funding to continue this project becomes unavailable to grantee; or,
 - c. Both parties agree that continuation of the project would not produce results commensurate with the further expenditure of funds.
2. The TSD may, by written notice to grantee, terminate this Agreement for any of the following reasons:
 - a. The grantee takes any action pertaining to this Agreement without the approval of TSD and which under the provisions of this agreement would have required the approval of TSD; or,
 - b. The commencement, prosecution, or timely completion of the project by grantee is, for any reason, rendered improbable, impossible, or illegal; or,
 - c. The grantee is in default under any provision of this Agreement

K. Conditions of Project Approval

Actions taken by the Oregon Traffic Safety Committee, if any, regarding conditions under which this project is approved are given in Section VII, Exhibit D. The grantee agrees to follow these conditions in implementing the project.

L. Contract Provisions and Signatures

It is understood and agreed that the grantee shall comply with all federal, state, and local laws, regulations, or ordinances applicable to this agreement and that this Agreement is contingent upon grantee complying with such requirements.

This Agreement shall be executed by those officials authorized to execute this Agreement on the grantee's behalf. In the event grantee's governing body delegates signature of the Agreement, grantee shall attach to this Agreement a copy of the motion or resolution which authorizes said officials to execute this Agreement, and shall also certify its authenticity.

DUII Overtime Grant Arrests -- Commission Log

EXHIBIT C

X if

Pending

at end of

Quarter

Defendant	Date of Arrest	Officer #	*X* if Video	BAC	*X* if Refuse	# hrs Hear	*X* if Diversion	# hrs Trial	*X* if Guilty	*X* if Not Guilt	Quarter
1											
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Reporting Agency _____

Quarter Being Reported _____

Meeting Date: MAY 19 1994

Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement: State of Oregon, Liquor Control Commission and Clackamas County

BOARD BRIEFING Date Requested: _____

Amount of time needed: _____

REGULAR MEETING Date Requested: May 19, 1994

Amount of time needed: 5 minutes

DEPARTMENT: Community Corrections **DIVISION:** _____

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

PERSON(S) MAKING PRESENTATION: Joanne Fuller/Mike King

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable): Intergovernmental Agreement with the State of Oregon, Oregon Liquor Control Commission, and Clackamas County for the leasing of a work release center located at 9200 SE McBrod, Milwaukie. This IGA adds the State of Oregon, Oregon Liquor Control Commission as a party to the Agreement which the Board approved on April 7, 1994. Clackamas County's lease agreement with the State requires that the State be a party to any sub-lease.

SIGNATURES REQUIRED:

ELECTED OFFICIAL _____
Or

DEPARTMENT MANAGER _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

Originals Sent to Joanne Fuller on 5-20-94.

BOARD OF
CLACKAMAS COUNTY
1994 MAY 10 PM 4:06
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY DEPARTMENT OF
COMMUNITY CORRECTIONS

MEMORANDUM

TO: Board of County Commissioners

FROM: M. Tamara Holden *M. Tamara Holden*
Director

TODAY'S DATE: May 9, 1994

PLACEMENT DATE: May 19, 1994

RE: IGA with State of Oregon and Clackamas County for Lease
of Work Release Center

I. Recommendation/Action Requested

The Department requests approval of this IGA.

II. Background Analysis

This is basically the same IGA that the Board approved on April 7. The only change is the addition of the State of Oregon, Oregon Liquor Control Commission, as a party to the Agreement. Clackamas County's lease agreement with the State of Oregon requires formal OLCC approval of subleases. Although we were aware of that requirement and included an appropriate reference in the original IGA, we did not learn that OLCC had to be included as a signatory until after Board approval. Our original Staff Memo is attached for reference.

III. Financial Impact

Please refer to Staff Memo dated March 25, 1994.

IV. Legal Issues

None.

V. Controversial Issues

Please refer to Staff Memo dated March 25, 1994.

VI. Link to Current County Policies

Please refer to Staff Memo dated March 25, 1994.

VII. Citizen Participation

Please refer to Staff Memo dated March 25, 1994.

VIII. Other Government Participation

Please refer to Staff Memo dated March 25, 1994.



MULTNOMAH COUNTY DEPARTMENT OF
COMMUNITY CORRECTIONS

MEMORANDUM

TO: Board of County Commissioners

FROM: Tamara Holden *Tamara Holden*

TODAY'S DATE: March 25, 1994

PLACEMENT DATE: April 7, 1994

RE: IGA with Clackamas County Regarding Work Release

I. Recommendation/Action Requested:

Approval of an Intergovernmental Agreement with Clackamas County regarding the leasing of their vacant work release center located at 9200 SE McBrod, Milwaukie, Oregon (on the Multnomah-Clackamas County line). The Intergovernmental Agreement includes provisions for Clackamas County to provide meals, utilities, facility maintenance, and telecommunication services. This facility will house thirty-four (34) men.

II. Background/Analysis:

Clackamas County operated a work release facility at 9200 SE McBrod in Milwaukie until March of 1993 when they moved into a new facility next door. The vacated facility is owned by the State of Oregon and leased to Clackamas County. Clackamas County planned to operate the facility as an alcohol and drug treatment center. However, Clackamas County has been unable to allocate the necessary funds for this center. Department staff have searched for a facility suitable for work release within Multnomah County since receiving funding from the State Department of Corrections in Fall 1993. After exhausting all possible options within Multnomah County the Department is now proposing to operate work release in this Clackamas County facility. This building is vacant and it is designed for work release. Department staff will continue to search for a site in Multnomah County.

III. Financial Impact:

On December 13, 1993, the Board of County Commissioners approved the transfer of \$299,465 from Pass Through Payments to Personnel, Materials and Supplies and Equipment for the operation of the Department of Community Corrections Work Release Center. This Intergovernmental Agreement provides for \$33,600 payment to Clackamas County during fiscal 1993-94 in order to lease this facility.

IV. Legal Issues:

None.

V. Controversial Issues:

The recommended facility is owned by the State of Oregon and is leased to Clackamas County. It is located in an industrial area off of McLoughlin Boulevard. The Oregon Liquor Control Commission (a State agency using adjoining property) will be reviewing this agreement to ensure that any subleasing is appropriate and consistent with the terms of the State agreement with Clackamas County. It is probable that some Milwaukee residents may object to Multnomah County providing services to offenders at a site in their city.

VI. Link to Current County Policies:

The Work Release Center is an element of Multnomah County's implementation of the new Structured Sanctions Legislation (ORS Chapter 680). The Work Release Center will provide transitional services for offenders returning to the community from prison.

VII. Citizen Participation:

The Department of Community Corrections will work with local citizen groups in order to encourage their participation and ensure the Center does everything it can to satisfy their concerns.

VIII. Other Government Participation:

This project requires the cooperation of the State Department of Corrections, Clackamas County, and Multnomah County to lease and operate this facility. The City of Milwaukee will be kept informed of the progress of this project because of the location of the property.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 900564

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <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	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-2</u> DATE <u>5/19/94</u> <u>Carrie A. Parkerson</u> BOARD CLERK
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Department Community Corrections Division _____ Date 5/9/94Contract Originator Tamara Holden Phone 248-3701 Bldg/Room 161/600Administrative Contact Joanne Fuller Phone 248-3190 Bldg/Room 304/MIDCOUNTYDescription of Contract Intergovernmental Agreement between Clackamas County, Oregon Liquor Control Commission, and Multnomah County to provide for a facility for a Work Release/Probation

Violation Center. _____

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Clackamas County Community Corr.Mailing Address 1024 Main Street
Oregon City, OR 97045-1051Phone 655-8603

Employer ID# or SS# _____

Effective Date April 15, 1994Termination Date June 30, 1994Original Contract Amount \$ 33,600.00

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 33,600.00Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☒ Monthly \$ 13,444.00 ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature] by curPurchasing 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 5-9-94

Date _____

Date 5/9/94Date 5/19/94

Date _____

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT
STATE OF OREGON, OREGON LIQUOR CONTROL COMMISSION -
CLACKAMAS COUNTY - MULTNOMAH COUNTY
REGARDING THE USE OF THE MILWAUKIE WORK RELEASE FACILITY

Pursuant to ORS 190.010, MULTNOMAH COUNTY through its Department of Community Corrections (Multnomah), CLACKAMAS COUNTY (Clackamas), and the State of Oregon, Oregon Liquor Control Commission enter into the following Intergovernmental Agreement:

I RECITALS

- A. Clackamas County operates and maintains a facility known as the Milwaukie Work Release Facility located at 9200 SE McBrod, Milwaukie, Oregon 97222 (facility). This facility has met all zoning requirements for operation as an adult work release facility. This facility is currently vacant and available for use by Multnomah without a negative effect on any county.
- B. Multnomah wishes to utilize the premises located at 9200 SE McBrod, Milwaukie, Oregon as a work release facility for adult offenders under the supervision of Multnomah County Community Corrections.
- C. The parties agree that no persons whose current offense is a violent and person oriented crime, defined as category 9, 10, or 11 crime outlined by the 1989 Oregon Sentencing Guidelines statutes shall be admitted into the program. [Exhibit A]
- D. The parties understand and agree that this agreement is subject to review and approval by the Oregon Liquor Control Commission.
- E. The parties agree that Multnomah shall have exclusive use of the facility as a work release facility for adult offenders under the supervision of Multnomah County Community Corrections, under the following terms and conditions:

II CONTRACT TERM

- A. The term of this contract shall be April 15, 1994 to June 30, 1995, unless earlier terminated by mutual written consent of the parties, or by delivery of written notice by certified mail sixty (60) days in advance of the termination date.

III SERVICES TO BE PROVIDED

- A. Clackamas County shall make available the facility located at 9200 SE McBrod, Milwaukie, Oregon 97222 for the exclusive use of Multnomah County Community Corrections.

1 B. Clackamas County shall provide the following services to
2 Multnomah:
3

- 4 1. Prior to Multnomah County taking possession of the
5 facility, make any and all repairs necessary to
6 maintain a safe facility.
7
- 8 2. Maintain the facility in substantially the same
9 condition as it exists at the time Multnomah takes
10 possession. However, the parties agree that any
11 repairs up to \$1,000 necessary to maintain the
12 premises, other than damage caused by occupancy,
13 will be split equally between the parties.
14 Multnomah County will be responsible for repairs
15 necessitated by damaged caused by occupancy.
16
- 17 3. Either party may terminate this agreement if
18 necessary repairs or replacements to the building
19 other than damage caused by occupancy, are in
20 excess of \$1,000.
21
- 22 4. Maintain property damage insurance on the premises,
23 including fire insurance.
24
- 25 5. Provide all utility services including power, gas,
26 lighting, heating, air conditioning, water, sewer,
27 and garbage collection.
28
- 29 6. Provide a telecommunications system including
30 phone, one fax line, and one data transmission
31 line. (Long distance charges will not be the
32 responsibility of Clackamas).
33
- 34 7. Provide a .5 FTA maintenance person for the
35 facility.
36
- 37 8. Multnomah County shall notify the maintenance staff
38 of facility repairs within 24 hours of discovery.
39
- 40 9. Provide three meals per day for 34 adult offenders.
41 The meals shall be comparable in quality and
42 nutritional value to the meals provided by
43 Clackamas in its own adult work release facility.
44
- 45 10. Provide one FTE cook to produce the meals, serve
46 the meals, and provide clean-up services associated
47 with preparing and serving of meals.
48
- 49 11. Provide cooking and serving utensils, place
50 settings, etc. for 34 people for three meals per
51 day.

12. Provide bunk style beds and mattresses currently located in the facility as well as desks, chairs, and other office furnishings currently stored in the facility, as identified in an inventory to be completed by Multnomah County and Clackamas County at the time of possession.

IV COMPENSATION RATES AND MODE OF PAYMENT

Multnomah County agrees to pay Clackamas County \$13,444 per month for the use of the facility and the provision of the services detailed in this agreement. Payments shall be made by Multnomah to Clackamas on a quarterly basis, upon receipt by Multnomah of a written request for payment.

V ADMINISTRATIVE PROVISIONS

A. It is understood and agreed that any and all cooks and maintenance workers provided by Clackamas under this agreement are employees of Clackamas County for all purposes including personnel, wages, labor contracts, and worker's compensation, and are not employees, agents, or representatives of Multnomah County for any purpose.

B. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution and is contingent upon funds being available therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

C. Indemnification. Clackamas shall defend, indemnify and hold harmless Multnomah from any and all claims or actions by third parties arising out of the conduct of the employees of Clackamas, its agents or representatives, within the limits provided by Oregon law and the Oregon Constitution. Multnomah County is responsible for any claims that arise from the condition and maintenance of the facility, except for any specific hazardous condition involving minor maintenance that Clackamas County has been made aware of, but failed to correct.

Multnomah shall defend, indemnify and hold harmless Clackamas from any and all claims or actions by third parties arising out of the conduct of the employees of Multnomah, its agents or representatives, within the limits provided by Oregon law and the Oregon Constitution.

1
2 VI NOTICE
3

4 Any notice provided for under the Agreement shall be
5 sufficient if in writing and delivered personally to the
6 following addressee or deposited in the United States mail,
7 postage prepaid, to the parties as follows:
8
9

10
11 MULTNOMAH COUNTY:
12

13 M. Tamara Holden, Director
14 Multnomah County Department of Community Corrections
15 421 W 5th Suite 600
16 Portland OR 97204
17

18
19 CLACKAMAS COUNTY:
20

21 Terry L. Gassaway, Director
22 Clackamas County Community Corrections
23 1024 Main Street
24 Oregon City OR 97045
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INTERGOVERNMENTAL AGREEMENT

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained in this written agreement shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing, signed by the parties, and attached hereto.

Multnomah County Board of
Commissioners

Beverly Stein
Chair

5-19-94
Date

Clackamas County Board of
Commissioners

Ed Lindquist
Chair

Date

Julie Hammerstad
Commissioner

Date

Multnomah County Department of
Community Corrections

Tamara Holden
Director

5/19/94
Date

Darlene Hooley
Commissioner

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # R-2 DATE 5-19-94
Brian A. Peterson
BOARD CLERK

Signing on behalf of the Board

Jono Hildner
Administrator of Human Resources

Date

APPROVED AS TO FORM:

Lawrence Kressel
Multnomah County Counsel

By:
Date: 5/19/94

Approved as to Content:

Terry Gassaway
Division Manager

Oregon Liquor Control Commission

By _____

Chris Lyons, Administrator

Date

Approved as to form:

Robert L. Haskins, Assistant Attorney General

[EXHIBIT A]

Currently, a Conditional Use Permit with the City of Milwaukie excludes from placement Category 11, 10, and 9 crimes as outlined by the 1989 Oregon Sentencing Guidelines Statutes. Thus, anyone with one of the following as a current offense would not be allowed placement:

1. CRIME CATEGORY 11

- A. MURDER

2. CRIME CATEGORY 10

- A. MANSLAUGHTER I
B. RAPE I
C. SODOMY I
D. SEXUAL PENETRATION I
E. ASSAULT I
F. KIDNAPPING I
G. ARSON I

(If offense represented a serious threat to life or an economic loss greater than \$50,000.)

3. CRIME CATEGORY 9

- A. BURGLARY I

(If offender was armed with a deadly weapon or caused or threatened physical injury, otherwise it would not apply.)

- B. ROBBERY I
C. KIDNAPPING II

In addition, a Clackamas County Department of Community Corrections policy limits housing individuals who require medication to control their behavior.

Meeting Date: MAY 19 1994
Agenda No: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Exempt employee job title revisions and salary range

BOARD BRIEFING Date Requested: May 19, 1994

Amount of Time Needed: 10 minutes

REGULAR MEETING: Date Requested: May 19, 1994

Amount of Time Needed: 10 minutes

DEPARTMENT: Nondepartmental DIVISION: Employee Services

CONTACT: Curtis Smith TELEPHONE #: 248-5015

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Curtis Smith

ACTION REQUESTED:

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

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

This proposed Ordinance reflects the most recent work of the Personnel Section to keep the exempt employee compensation system, which was installed in 1991, up to date. The major changes proposed are: (1) Delete classifications no longer needed due to the transfer of Expo and Parks; (2) Create new classifications in the Budget Office and Community & Family Services (no cost); (3) Change selected salary ranges to reflect increases or decreases in responsibility (no cost); and (4) Award special adjustments to two employees in order to maintain appropriate internal relationships. The costs associated with the last item will be absorbed within current budgeted funds.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 MAY 10 PM 4:05

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

First Reading Approved, Second Reading 6-2-94.

ORDINANCE FACT SHEET

Ordinance Title: Ordinance amending Ordinance No. 767 in order to add, delete, and revise exempt pay ranges.

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

This proposed Ordinance reflects the most recent work of the Personnel Section to keep the exempt employee compensation system, which was installed in 1991, up to date. The major changes proposed are: (1) Delete classifications no longer needed due to the transfer of Expo and Parks; (2) Create new classifications in the Budget Office and Community & Family Services (no cost); (3) Change selected salary ranges to reflect increases or decreases in responsibility (no cost); and (4) Award special adjustments to two employees in order to maintain appropriate internal relationships. The costs associated with the last item will be absorbed within current budgeted funds.

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

N/A

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

N/A

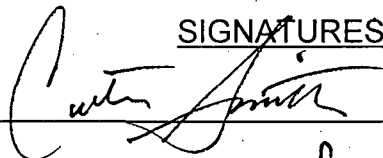
What is the fiscal impact, if any?

There is no fiscal impact associated with this Ordinance, except for the Special Adjustments identified in Section V. The cost of these adjustments will be absorbed within the current budget of the respective departments concerned. The total cost for the remainder of FY 93-94 is \$1,530, all funds, including associated payroll costs.

(If space is inadequate, please use other side)

SIGNATURES:

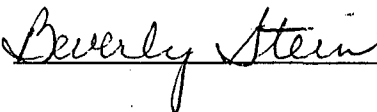
Person Filling Out Form:



Planning & Budget Division (if fiscal impact):



Department Manager/Elected Official:



TO: BOARD OF COUNTY COMMISSIONERS

FROM: Curtis Smith

DATE: May 5, 1994

REQUESTED PLACEMENT DATE: May 19, 1994

RE: Ordinance amending Ordinance No. 767 in order to add, delete, and revise exempt pay ranges.

I. Recommendation/Action Requested: Adoption of Ordinance

II. Background/Analysis: The Board adopted a new exempt employee compensation system, effective July 1, 1991. Since that time, the Personnel Section has kept the system up to date by bringing periodic changes to the Board to adopt. This is the most recent update.

III. Financial Impact: There is no financial impact associated with this Ordinance, except for the Special Adjustments identified Section V. The cost of these adjustments for the remainder of FY 93-94 is \$1,530, including associated payroll costs, all funds. This amount will be absorbed within the current budgeted funds by the respective departments concerned.

IV. Legal Issues: N/A

V. Controversial Issues: None.

VI. Link to Current County Policies: Ordinance No. 778 requires that the exempt compensation plan be kept current.

VII. Citizen Participation: None.

VIII. Other Government Participation: None.

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS
2 FOR MULTNOMAH COUNTY OREGON
3 ORDINANCE NO. _____

4 An ordinance amending Ordinance No. 767, in order to add, delete and revise
5 exempt pay ranges.

6 MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

7 Section I. Findings.

8 (A) Multnomah County, Oregon employs a variety of individuals excluded from
9 any collective bargaining agreement referred to as "exempt" employees.

10 (B) It is the County's policy to establish an exempt compensation plan that
11 provides such pay as necessary for the County to recruit, select, and retain qualified
12 management, supervisory, administrative, and professional employees; that recognizes
13 employee performance, growth, and development; that maintains an appropriate internal
14 relationship among classifications and employees based on job responsibilities,
15 qualifications, and authority; and that maintains parity between equivalent exempt and
16 non-exempt positions.

17 (C) The Personnel officer is responsible for developing and recommending
18 compensation plan adjustments to the Multnomah County Board of Commissioners.

19 Section II. Deletion, Addition and Revision of Job Titles and Ranges.

20 (A) The following job titles established in Exhibit A of Ordinance No. 767 are
21 deleted, effective April 1, 1994:

22 Alcohol/Drug Administrator

23 Bridge Maintenance Administrator

24 Child & Family Services Manager, Senior

25 Equipment Unit Administrator

26 Expo Manager

1 Expo Operations Supervisor
2 Financial Analyst
3 Management Assistant, DSS
4 Outreach Services Supervisor
5 Parks Maintenance Supervisor
6 Parks Manager
7 Planning & Budget Manager
8 Planning & Budget Administrator
9 Property/Commissary/Laundry Unit Admin
10 Regional Park Supervisor
11 Youth Services Administrator

12 (B) The following job titles and pay ranges are added to Exhibit A of Ordinance
13 No. 767, effective April 1, 1994:

<u>Job Title</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
14 Alcohol & Drug Manager *	\$43,582	\$52,309	\$61,035
15 Budget & Quality Manager *	\$50,462	\$60,573	\$70,660
16 Budget Analyst/Principal	\$39,543	\$47,461	\$55,355
17 Central Library Coordinator	\$41,506	\$49,816	\$58,126
18 Community & Family Serv Mgr, Sr *	\$53,002	\$63,596	\$74,193
19 Dir, Commission on Child & Family *	\$39,543	\$47,461	\$55,355
20 Hispanic Services Coordinator	\$31,002	\$37,212	\$43,398

21
22 *Unclassified, non-Civil Service position pursuant to MCC 3.10.100.

23 (C) The following job titles and pay ranges established in Exhibit A of
24 Ordinance No. 767 are revised, effective April 1, 1994:

<u>Job Title</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
Clinical Supervisor	\$34,164	\$40,998	\$47,831
Health Services Specialist	\$31,002	\$37,212	\$43,398
Juvenile Justice Manager, Sr *	\$53,002	\$63,596	\$74,193

*Unclassified, non-Civil Service position pursuant to MCC 3.10.100.

Section IV. Effect on Employees.

Other than the special adjustments authorized in Section V. below, no exempt employee shall receive a salary adjustment as a result of this Ordinance, unless an increase is necessary to meet the requirement of Ordinance 778, Section IX. (A) to pay each exempt employee no less than the minimum rate of the salary range for his/her classification. Such increases shall be limited to the amount necessary to bring an employee to the minimum rate of his/her salary range.

Section V. Special Adjustments.

(A) The following employee shall receive a one-time salary adjustment, effective January 1, 1994, to the following annual salary rate. This adjustment is necessary to maintain appropriate internal relationships among exempt employees.

<u>Employee</u>	<u>Job Title</u>	<u>Annual Salary</u>
Weber, Jacqueline	Assistant County Counsel, Senior	\$52,780

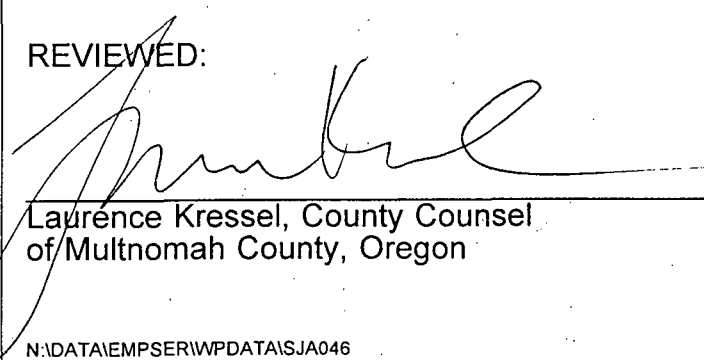
(B) The following employee shall receive a one-time salary adjustment, effective May 1, 1994, to the following annual salary rate. This adjustment is necessary to maintain appropriate internal relationships among exempt employees.

<u>Employee</u>	<u>Job Title</u>	<u>Annual Salary</u>
Cook, Warren	Lieutenant/Corrections	\$59,280

1 ADOPTED the _____ day of _____, 1994, being the date of
2 its second reading before the Board of County Commissioners of Multnomah County,
3 Oregon.

4
5 By _____
6 Beverly Stein, Chair
7 MULTNOMAH COUNTY, OREGON

8 REVIEWED:

9
10 
11 _____
12 Laurence Kressel, County Counsel
13 of Multnomah County, Oregon

14 N:\DATA\EMP\SER\WP\DATA\ISJA046

Meeting Date: MAY 19 1994
Agenda No.: 2-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Authorizing Sale of \$22,000,000 in Bonds for University of Portland.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: May 19, 1994

Amount of Time Needed: 5 to 10 minutes

DEPARTMENT: MSS DIVISION: Finance

CONTACT: David Boyer TELEPHONE #: x3312

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

See Attached.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: David A. Boyer

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

2 Certified true Copies sent to Dave Boyer on
5-19-94. Resolution 94-92.

BOARD OF
COUNTY COMMISSIONERS
1994 MAY 10 PM 4:05
MULTNOMAH COUNTY
OREGON



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

MEMORANDUM

To: Board of County Commissioners

From: Dave Boyer, Finance Director 

Date: May 2, 1994

Requested Placement Date: May 19, 1994

Subject: Revenue Bond Financing for the University of Portland

I. Recommendation/Action Requested:

Approve resolution authorizing the negotiated sale of up to \$22,000,000 Educational Facilities Revenue bond issue.

II. Background/Analysis:

In January Finance was approached by University of Portland legal counsel requesting that the County act as their conduit for issuing \$22,000,000 in revenue bonds. Under this type of financing the County is issuing the bonds for the University of Portland in name only. The University has the financial and legal obligation to repay the debt. This financing is authorized by the Internal Revenue Codes and State statutes. The County has retained special bond counsel to ensure that the County's legal requirements are met and that we are not at any financial risk. To perform this financing, we will be collecting a fee for our services at \$1.00 per thousand bonds and the University is responsible to pay the fee of our special counsel. This issue will provide the County with approximately \$22,000 of General Fund revenue. Letter of intent Resolution 94-39 passed by the Board on February 24, 1994.

II. Financial Impact:

Financial impact to the General Fund is an estimated additional \$22,000 in revenues.

IV. Legal Issues:

The Bond resolution contains all legal requirements that need to be disclosed and was reviewed by all parties involved. Howard Rankin of Ater Wynne Hewitt Dodson & Skerritt is special counsel to the County. The University has purchased bond insurance so there is no possible legal action against the County.

V. Controversial Issues:

None that I am aware of.

VI. Link to Current County Policies:

Is consistent with County policy regarding working with the private sector in enhancing services to County citizens.

VII. Citizen participation:

Tax Exempt Financing Reform Act (TEFRA) hearing will be held on May 18, 1994.

VIII. Other Government Participation:

University of Portland, non-profit higher educational facility.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

A RESOLUTION OF MULTNOMAH COUNTY, OREGON AUTHORIZING
THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$22,000,000
OF MULTNOMAH COUNTY, OREGON EDUCATION FACILITIES
REVENUE BONDS, SERIES, 1994 (UNIVERSITY OF PORTLAND
PROJECT); DELEGATING THE APPROVAL, EXECUTION AND
DELIVERY OF THE TRUST INDENTURE, THE LOAN AGREEMENT, THE
APPROVAL AND AUTHORIZATION OF THE DISTRIBUTION OF THE
PRELIMINARY AND FINAL OFFICIAL STATEMENTS, AND THE
NEGOTIATION, EXECUTION AND DELIVERY OF THE BOND
PURCHASE AGREEMENT; AND RELATED MATTERS.

RESOLUTION NO. ____

WHEREAS, Multnomah County, Oregon (the "County"), is a political subdivision of the State of Oregon and a "municipality" as defined in Oregon Revised Statutes 352.790(5), and

WHEREAS, the County adopted Resolution No. 94-39 on February 24, 1994 which, among other things, approved of a letter of intent (the "Letter of Intent") with the University of Portland, a qualified IRS Section 501(c)(3) non-profit corporation and an "Education Institution" as defined in Oregon Revised Statutes 352.790(4). The Board of County Commissioners (the "Board") agreed to use its best efforts to issue by private negotiation sale of not to exceed \$22,000,000 of Education Facilities Revenue Bonds, Series 1994 (University of Portland Project); and

WHEREAS, Resolution No. 94-39 authorized the publication of a notice, as set forth in Oregon Revised Statutes 288.185(6) to be published in *The Oregonian*, a newspaper of general circulation within the County in the same manner as are other public notices of the County and such notice contained the information required in Oregon Revised Statutes 288.185(6); and

WHEREAS, pursuant to the provisions of Oregon Revised Statutes 352.790 to 352.820 and ORS 288.815 to 288.945 (collectively, the "Act"), the County caused a notice of revenue bond authorization to be published in *The Oregonian*, Portland, Oregon on March 1, 1994. More than 60 days have elapsed since the publication of the notice and no petitions have been received or filed with the County. Therefore, the County is authorized by the Act, in its discretion, to proceed with the authorization and issuance of the Series 1994 Bonds; and

WHEREAS, the County caused notice to be published on May 4, 1994 for public hearing before the Finance Director of the County (the "Director, Finance Division") as the designated hearing official for the County, to be held on May 18, 1994 with respect to the

issuance of the Bonds, all pursuant to Section 147(f)(2)(B)(i) of the Internal Revenue Code of 1986, as amended (the "Code"). The Director, Finance Division conducted the hearing pursuant to the Code and the hearing official has reported to the Board that no members of the public were present at the hearing; and

WHEREAS, the Board is advised that the Bonds will be issued pursuant to an Indenture of Trust between Multnomah County, Oregon as "Issuer" and First Interstate Bank of Oregon, N.A., Portland, Oregon as "Trustee" dated May 1, 1994; and

WHEREAS, the proceeds of the Bonds will be loaned to the University of Portland by the County pursuant to a Loan Agreement between the County and the University (the "Loan Agreement") dated as of May 1, 1994; and

WHEREAS, the Board has designated Ater Wynne Hewitt Dodson & Skerritt as the County's special counsel to advise the County on matters relating to the issuance of the Bonds and the compliance with federal and state law and to serve as special counsel to the County in the issuance and private negotiated sale of the Bonds; and

WHEREAS, the Director, Finance Division, has reviewed drafts of the Preliminary Official Statement and other disclosure documents and special counsel to the County has reviewed the Preliminary Official Statement, the Trust Indenture and the Loan Agreement and other disclosure documents related to the Bonds; and all such documents are in acceptable form; and

WHEREAS, the Board desires to authorize the Director, Finance Division, as the "Authorized Representative", on behalf of the County, to establish the terms and negotiate the sale of the Bonds and to approve, execute and deliver the agreements and documents necessary to complete the Bond financing; and

WHEREAS, the Authorized Representative, at the request of the University, has appointed Seattle-Northwest Securities Corporation as the Underwriter of the Bonds; and

WHEREAS, prior to the execution of the Bond Purchase Agreement, the County will receive an evaluation of, among other things, the terms, conditions and pricing of the negotiated purchase of the Bonds by the Underwriter from an independent financial advisor and expert, The Charles Carter Company, pursuant to Oregon Revised Statutes 288.845.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. Approval of and Authorization to Issue, Execute and Deliver Bonds.
The County is authorized to enter into the transaction as described above and specifically to issue, sell, execute and deliver the Bonds pursuant to the Trust Indenture and to loan the

proceeds of the Bonds to the University for the purposes contemplated by the Trust Indenture, the Loan Agreement, and the Preliminary Official Statement. The Bonds are approved pursuant to Section 147(f)(2) of the Code.

Section 2. Delegation for Establishment of Terms for the Negotiated Sale of the Bonds. The Director, Finance Division, is authorized, on behalf of the County, to:

- a. establish the maturity dates, principal amounts, redemption provisions, interest rates, and denominations and all other terms for the Bonds;
- b. approve, authorize, execute and deliver the Trust Indenture, the Loan Agreement, authorize the distribution of the Preliminary Official Statement to investors, execute the Official Statement, closing documents and all other documents, and to take all other action necessary in the opinion of the County and special counsel to consummate this financing;
- c. authorize the University to expend the proceeds of the Bonds upon the "Project" as more fully set forth in Exhibit A attached to the Loan Agreement;
- d. negotiate the terms upon which the Bonds will be sold, enter into a Bond Purchase Agreement for the sale of the Bonds and to execute and deliver the Bond Purchase Agreement;
- e. obtain a rating of the Bonds, if requested by the Underwriter;
- f. determine whether the Bonds shall be Book-Entry certificates and to take such actions as are necessary to qualify the Bonds for the Book-Entry System of DTC; and
- g. execute and deliver any other certificates, documents or agreements that the Authorized Representative determines necessary to issue, sell and deliver the Bonds in accordance with this Resolution.

Section 3. Bond Execution. The Bonds will be executed on behalf of the County by manual or facsimile signature of the Chair of the Board of County Commissioners and shall be attested by the manual or facsimile signature of the Director, Finance Division. The seal of the County may be printed on the Bonds.

Section 4. Funds and Accounts. There are established and created with the Trustee the following funds as more fully described in Article IV of the Trust Indenture: the Bond Fund; the Reserve Fund; the Project Fund; and the Rebate Fund. The University shall expend the proceeds of the Bonds from such funds as set forth in Article IV and to pay into the

Bond Fund the Loan Repayments, as defined in the Loan Agreement sufficient in amount for the timely payment of the Bonds.

Section 5. Designation as "Qualified Tax-Exempt Obligations". The County has not designated the Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code.

Section 6. Limited Obligations. The Bonds will be special limited obligations of the County payable solely and only from the amounts required to be paid by the University pursuant to the Loan Agreement and from the Bond Fund, the Project Fund and the Reserve Fund established under the Trust Indenture. In accordance with Oregon Revised Statutes 352.805(4), the County pledges to the payment of the Bonds the education facility revenues required to be paid by the University pursuant to the Loan Agreement. This pledge is noted in this Resolution authorizing the issuance of the Bonds, which notice shall be constructive notice thereof to all parties as provided in Oregon Revised Statutes 352.805(4).

Section 7. Trustee. First Interstate Bank of Oregon, N.A., Portland, Oregon, a national banking association qualified to exercise trust powers is appointed the Trustee pursuant to the Trust Indenture and as the Paying Agent and Bond Registrar for the Bonds. The Paying Agent and Bond Registrar shall authenticate the Bonds as contemplated by the Trust Indenture.

ADOPTED this ____ day of May, 1994.

**BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON**

By _____
Beverly Stein
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY

By _____


**REPORT TO THE BOARD OF COUNTY COMMISSIONERS OF
MULTNOMAH COUNTY**

**RE: Public Hearing on Issuance of
Education Facilities Revenue Bonds, Series 1994
(University of Portland Project)
\$21,000,000**

Pursuant to Resolution number 94-39 of the Board of County Commissioners of Multnomah County, Oregon, adopted February 24, 1994, the Board of County Commissioners directed that a public hearing be conducted following reasonable public notice pursuant to the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended. The Board designated the Finance Director of the County as the hearing official to conduct such hearing for the Board of County Commissioners.

Notice of the hearing was published in *The Oregonian* on Wednesday, May 4, 1994 providing for a hearing to be held at 9:00 a.m. on Wednesday, May 18, 1994 in the Portland Building, 1120 SW Fifth Avenue, 14th Floor, Conference Room E with respect to the issuance by Multnomah County, Oregon, of approximately \$21,000,000 principal amount, of revenue bonds to finance improvements to the campus of the University of Portland.

At 9:00 o'clock a.m. the Finance Director convened a public hearing in Conference Room E, 14th floor, Portland Building, Portland, Oregon. Present were:

David Boyer, Director of Finance, Multnomah County,

Charles Carter, The Charles Carter Company, financial advisor to the University of Portland,

James P. Shannon, Mersereau & Shannon, special counsel to the University

Howard A. Rankin, Ater Wynne Hewitt Dodson & Skerritt, special counsel to Multnomah County.

Upon convening the meeting, no members of the public were present. At approximately 9:05 a.m. a member of the public, Teresa K. Miller, of kpff Consulting Engineers, was present as a member of the public. Ms. Miller identified herself as an alumni of the University and as the marketing manager for kpff Consulting Engineers. Ms. Miller stated that she had been "tracking" the plan of the University and she wished to learn more about the overall plan, *i.e.*, what is the University going to do with the funds? Mr. Carter explained the use of proceeds and delivered to Ms. Miller a copy of the preliminary official statement and noted the description of the purposes on page 2 thereof.

Mr. Carter explained that the University plan has been approved by the City of Portland in January of 1994.

Ms. Miller indicated that she was particularly interested in marketing the consulting engineering capabilities of her employer and enquired as to whom may she obtain information concerning engineering services for the Project. Mr. Carter referred her to the Vice President for Financial Affairs at telephone number 283-7507.

Mr. Rankin inquired if Ms. Miller had objections to the issuance of the bonds or the approval of the Bonds by Multnomah County. Ms. Miller responded that absolutely she supports the issuance of the Bonds and has no objections to the approval of the Bonds by the County.

There being no further discussion and no further members of the public in attendance, the meeting was adjourned at 9:20 a.m.

Respectfully submitted,

Finance Director, Multnomah County

A handwritten signature in dark ink, appearing to read "David Boyer", is written over a horizontal line.

David Boyer

DATED: May 18, 1994

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

A RESOLUTION OF MULTNOMAH COUNTY, OREGON AUTHORIZING)	
THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$22,000,000)	
OF MULTNOMAH COUNTY, OREGON EDUCATION FACILITIES)	
REVENUE BONDS, SERIES, 1994 (UNIVERSITY OF PORTLAND)	RESOLUTION NO. <u>94-92</u>
PROJECT); DELEGATING THE APPROVAL, EXECUTION AND)	
DELIVERY OF THE TRUST INDENTURE, THE LOAN AGREEMENT, THE)	
APPROVAL AND AUTHORIZATION OF THE DISTRIBUTION OF THE)	
PRELIMINARY AND FINAL OFFICIAL STATEMENTS, AND THE)	
NEGOTIATION, EXECUTION AND DELIVERY OF THE BOND)	
PURCHASE AGREEMENT; AND RELATED MATTERS.)	
)	

WHEREAS, Multnomah County, Oregon (the "County"), is a political subdivision of the State of Oregon and a "municipality" as defined in Oregon Revised Statutes 352.790(5), and

WHEREAS, the County adopted Resolution No. 94-39 on February 24, 1994 which, among other things, approved of a letter of intent (the "Letter of Intent") with the University of Portland, a qualified IRS Section 501(c)(3) non-profit corporation and an "Education Institution" as defined in Oregon Revised Statutes 352.790(4). The Board of County Commissioners (the "Board") agreed to use its best efforts to issue by private negotiation sale of not to exceed \$22,000,000 of Education Facilities Revenue Bonds, Series 1994 (University of Portland Project); and

WHEREAS, Resolution No. 94-39 authorized the publication of a notice, as set forth in Oregon Revised Statutes 288.185(6) to be published in *The Oregonian*, a newspaper of general circulation within the County in the same manner as are other public notices of the County and such notice contained the information required in Oregon Revised Statutes 288.185(6); and

WHEREAS, pursuant to the provisions of Oregon Revised Statutes 352.790 to 352.820 and ORS 288.815 to 288.945 (collectively, the "Act"), the County caused a notice of revenue bond authorization to be published in *The Oregonian*, Portland, Oregon on March 1, 1994. More than 60 days have elapsed since the publication of the notice and no petitions have been received or filed with the County. Therefore, the County is authorized by the Act, in its discretion, to proceed with the authorization and issuance of the Series 1994 Bonds; and

WHEREAS, the County caused notice to be published on May 4, 1994 for public hearing before the Finance Director of the County (the "Director, Finance Division") as the designated hearing official for the County, to be held on May 18, 1994 with respect to the

issuance of the Bonds, all pursuant to Section 147(f)(2)(B)(i) of the Internal Revenue Code of 1986, as amended (the "Code"). The Director, Finance Division conducted the hearing pursuant to the Code and the hearing official has reported to the Board that one member of the public was present in support of the issuance of the Bonds and that no members of the public were present at the hearing in opposition to the issuance of the Bonds; and

WHEREAS, the Board is advised that the Bonds will be issued pursuant to an Indenture of Trust between Multnomah County, Oregon as "Issuer" and First Interstate Bank of Oregon, N.A., Portland, Oregon as "Trustee" dated May 1, 1994; and

WHEREAS, the proceeds of the Bonds will be loaned to the University of Portland by the County pursuant to a Loan Agreement between the County and the University (the "Loan Agreement") dated as of May 1, 1994; and

WHEREAS, the Board has designated Ater Wynne Hewitt Dodson & Skerritt as the County's special counsel to advise the County on matters relating to the issuance of the Bonds and the compliance with federal and state law and to serve as special counsel to the County in the issuance and private negotiated sale of the Bonds; and

WHEREAS, the Director, Finance Division, has reviewed drafts of the Preliminary Official Statement and other disclosure documents and special counsel to the County has reviewed the Preliminary Official Statement, the Trust Indenture and the Loan Agreement and other disclosure documents related to the Bonds; and all such documents are in acceptable form; and

WHEREAS, the Board desires to authorize the Director, Finance Division, as the "Authorized Representative", on behalf of the County, to establish the terms and negotiate the sale of the Bonds and to approve, execute and deliver the agreements and documents necessary to complete the Bond financing; and

WHEREAS, the Authorized Representative, at the request of the University, has appointed Seattle-Northwest Securities Corporation as the Underwriter of the Bonds; and

WHEREAS, prior to the execution of the Bond Purchase Agreement, the County will receive an evaluation of, among other things, the terms, conditions and pricing of the negotiated purchase of the Bonds by the Underwriter from an independent financial advisor and expert, The Charles Carter Company, pursuant to Oregon Revised Statutes 288.845.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. Authorization to Issue, Execute and Deliver Bonds. The County is authorized to enter into the transaction as described above and specifically to issue, sell, execute and deliver the Bonds pursuant to the Trust Indenture and to loan the proceeds of the

Bonds to the University for the purposes contemplated by the Trust Indenture, the Loan Agreement, and the Preliminary Official Statement. The Bonds are approved pursuant to Section 147(f)(2) of the Code.

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- a. establish the maturity dates, principal amounts, redemption provisions, interest rates, and denominations and all other terms for the Bonds;
- b. authorize, execute and deliver the Trust Indenture, the Loan Agreement, authorize the distribution of the Preliminary Official Statement to investors, execute the Official Statement, closing documents and all other documents, and to take all other action necessary in the opinion of the County and special counsel to consummate this financing;
- c. authorize the University to expend the proceeds of the Bonds upon the "Project" as more fully set forth in Exhibit A attached to the Loan Agreement;
- d. approve the terms upon which the Bonds will be sold, enter into a Bond Purchase Agreement for the sale of the Bonds and to execute and deliver the Bond Purchase Agreement;
- e. assist in obtaining a rating of the Bonds, if requested by the Underwriter;
- f. determine whether the Bonds shall be Book-Entry certificates and to take such actions as are necessary to qualify the Bonds for the Book-Entry System of DTC; and
- g. execute and deliver any other certificates, documents or agreements that the Authorized Representative determines necessary to issue, sell and deliver the Bonds in accordance with this Resolution.

Section 3. Bond Execution. The Bonds will be executed on behalf of the County by manual or facsimile signature of the Chair of the Board of County Commissioners and shall be attested by the manual or facsimile signature of the Director, Finance Division. The seal of the County may be printed on the Bonds.

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Bond Fund the Loan Repayments, as defined in the Loan Agreement sufficient in amount for the timely payment of the Bonds.

Section 5. Designation as "Qualified Tax-Exempt Obligations". The County has not designated the Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code.

Section 6. Limited Obligations. The Bonds will be special limited obligations of the County payable solely and only from the amounts required to be paid by the University pursuant to the Loan Agreement and from the Bond Fund, the Project Fund and the Reserve Fund established under the Trust Indenture. In accordance with Oregon Revised Statutes 352.805(4), the County pledges to the payment of the Bonds the education facility revenues required to be paid by the University pursuant to the Loan Agreement. This pledge is noted in this Resolution authorizing the issuance of the Bonds, which notice shall be constructive notice thereof to all parties as provided in Oregon Revised Statutes 352.805(4).

Section 7. Trustee. First Interstate Bank of Oregon, N.A., Portland, Oregon, a national banking association qualified to exercise trust powers is appointed the Trustee pursuant to the Trust Indenture and as the Paying Agent and Bond Registrar for the Bonds. The Paying Agent and Bond Registrar shall authenticate the Bonds as contemplated by the Trust Indenture.

ADOPTED this 19th day of May, 1994.



**BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON**

By

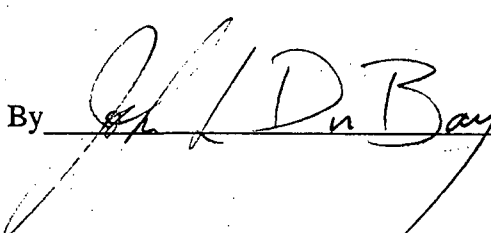

Beverly Stein

Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY

By



RESOLUTION - PAGE 4

HAR\mmw7176.res

(For Clerk's Use) Meeting Date MAY 19 1994
Agenda No. R-51. REQUEST FOR PLACEMENT ON THE AGENDA FOR May 19, 1994

(Date)

DEPARTMENT: SOCIAL SERVICESDIVISION: AGING SERVICESCONTACT: Kathy GilletteTELEPHONE: 248-3620*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 #ASD-9405 shifts \$233,105 in funds from Personnel, Materials and Services, etc., to Pass-through funds, to reflect the award of a contract for the East County District Senior Center.

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

ASD Budget Modification #ASD-9405 increases the budget in Aging Services Division Org 1750, Community Services, by \$233,105 in Pass-through, Supplement and Indirect categories. Organization 1911, East County District Center, is reduced by the same amount in the categories of Personnel, Supplements, Rentals, Postage, Supplies, Education, Travel, Telephone, Mail/Distribution and Indirect. This reflects the shift in delivery of services from Multnomah County to a contract with the YWCA.

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

o Increase Org 1750, Community Services, and decrease Org 1911, East County District Center, by:

\$97,684 County General Fund
 84,189 Federal Title III-B funds
 36,169 Oregon Project Independence funds
 15,063 Federal Title XIX funds

The net change to the ASD budget is zero.

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

(Specify Fund) Contingency before this modification (as of _____) (Date)

After this modification

1994 MAY 11 PM 3:43
 CLERK OF
 MULTNOMAH COUNTY
 GREGORY

Originated By <i>[Signature]</i>	Date <i>May 2, 1994</i>	Department Manager <i>James McConnell</i>	Date <i>5-3-94</i>
Finance/Budget <i>David C. Warren</i>	Date <i>5/10/94</i>	Employee Relations <i>Susan Daniel</i>	Date <i>5/11/94</i>
Board Approval <i>Cherie A. Peterson</i>	Date <i>5-19-94</i>		

BCC9405

Original sent to Dave Warren on 5-20-94.



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, County Chair

FROM: Jim McConnell, Director
Aging Services Division *JM*

DATE: May 2, 1994

SUBJECT: ASD Budget Modification #ASD-9405: Transfer of funds from Direct Services to Contracted Services

Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached Budget Modification #ASD-9405. Budget Modification #ASD-9405 moves \$233,105 of various funds from direct services in Organization 1911, East County District Center, to contracted services in Organization 1750, Community Services.

Background/Analysis: Aging Services Division contracts with eight District Centers to provide case management, information and referral, and focal point services to clients over the age of 60. In fall, 1990, one of those contractors relinquished their contract; ASD, on an interim basis, then provided the services directly.

In spring of 1993, an RFP for East County district services resulted in a contract award to the YWCA. However, the contract did not take effect until September 1, 1993. (During the spring of 1993, when FY1993-1994 budgets were prepared, it was not certain when this contract would take effect; thus, services were budgeted as they were delivered during FY1992-1993, i.e., as county-provided services.)

As a note - no ASD employees were laid off due to this change. The six permanent employees were absorbed into ASD's Medicaid branches.

Financial Impact: The Budget Modification shows a net increase to Organization 1750, ASD Community Services, of \$233,105, in Pass-through, Supplement and Indirect expenses. Organization 1911, the East County District Center, is reduced in several budget categories, including Personnel, Materials and Services, and Internal Charges, by the same \$233,105.

Legal Issues: None.

ASD-9405z

Controversial Issues: None.

Link to Current County Policies: ASD maintains the eight District Senior District Centers as contracted services. This is to maintain the neighborhood- and community-based service delivery system, and also leverages additional resources and services for elderly clients. The Older Americans Act, source of federal funding for district center services, also mandates contracting of services where possible.

Citizen Participation: Senior advocates were involved in the development of the RFP for East County services.

Other Government Participation: None, other than as funding sources.

PERSONNEL DETAIL FOR BUD MOD NO: ASD #9405

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

A N N U A L I Z E D				
FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	FRINGE/INSURANCE Increase(Decrease)	TOTAL Increase (Decrease)
(.50)	Case Manager Assistant	(\$10,541)	(\$2,840)/(\$1,433)	(\$14,814)
(1.00)	Office Assistant 2	(\$21,979)	(\$5,922)/(\$6,764)	(\$34,665)
(1.00)	Case Manager Senior	(\$32,811)	(\$8,840)/(\$3,327)	(\$44,978)
(4.00)	Case Manager 2	(\$119,146)	(\$32,742)/(\$15,273)	(\$167,161)
TOTAL CHANGE (ANNUALIZED)		(\$184,477)	(\$50,344)/(\$26,797)	(\$261,618)

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.)

C U R R E N T F Y				
Full Time Position Part Time, Overtime or Premium	Explanation of Change	BASE PAY Increase (Decrease)	FRINGE/INSURANCE Increase(Decrease)	TOTAL Increase (Decrease)
(.50) Case Mgr Assist.	Shifts to Contract	(\$10,541)	(\$2,840)/(\$1,433)	(\$14,814)
(.79) Office Assist. 2	Shifts to Contract	(\$17,463)	(\$4,708)/(\$5,244)	(\$27,415)
(.79) Case Manager Sr.	Shifts to Contract	(\$25,991)	(\$6,984)/(\$2,528)	(\$35,503)
(3.16) Case Manager 2	Shifts to Contract	(\$94,480)	(\$26,005)/(\$11,736)	(\$132,221)
TOTAL CHANGE		<u>(\$148,475)</u>	<u>(\$40,537)/(\$20,941)</u>	<u>(\$209,953)</u>

ASD9405P

EXPENDITURE

EAST COUNTY DISTRICT CENTER - TRANSITION TO COMMUNITY SERVICES CONTRACT
ASD #9405

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	1911			5100			(148,475)		PERMANENT
		156	010	1911			5500			(40,537)		FRINGE
		156	010	1911			5550			(20,941)		INSURANCE/BENEFITS
		156	010	1911			6050			(6,779)		COUNTY SUPPLEMENTS
		156	010	1911			6170			(2,806)		RENTALS
		156	010	1911			6200			(200)		POSTAGE
		156	010	1911			6230			(2,011)		SUPPLIES
		156	010	1911			6310			(663)		EDUCATION & TRAINING
		156	010	1911			6330			(4,094)		TRAVEL
		156	010	1911			7100			(1,620)		INDIRECT COSTS
		156	010	1911			7150			(3,285)		TELEPHONE
		156	010	1911			7560			(1,694)		MAIL/DISTRIBUTION
											(233,105)	TOTAL, ORG 1911
		156	010	1750			6050			6,779		COUNTY SUPPLEMENTS
		156	010	1750			6060			224,706		PASS THROUGH PAYMENTS
		156	010	1750			7100			1,620		INDIRECT
											233,105	TOTAL, ORG 1750
TOTAL EXPENDITURE CHANGE										0		TOTAL EXPENDITURE CHANGE

REVENUE

EAST COUNTY DISTRICT CENTER - TRANSITION TO COMMUNITY SERVICES CONTRACT
ASD #9405

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	1911			2064			(84,189)		TITLE III-B
		156	010	1911			2387			(36,169)		OREGON PROJECT IND.
		156	010	1911			2609			(14,958)		TITLE XIX
		156	010	1911			2609			(105)		TITLE XIX - INDIRECT
		156	010	1911			7601			(96,169)		COUNTY GENERAL FUNDS
		156	010	1911			7601			(1,515)		CGF - INDIRECT
											(233,105)	TOTAL, ORG 1911
		156	010	1750			2064			84,189		TITLE III-B
		156	010	1750			2387			36,169		OREGON PROJECT IND.
		156	010	1750			2609			14,958		TITLE XIX
		156	010	1750			2609			105		TITLE XIX - INDIRECT
		156	010	1750			7601			96,169		COUNTY GENERAL FUNDS
		156	010	1750			7601			1,515		CGF - INDIRECT
											233,105	TOTAL, ORG 1750
TOTAL REVENUE CHANGE										0		TOTAL REVENUE CHANGE

File Name: ASD9405.wq1

(For Clerk's Use) Meeting Date MAY 19 1994
Agenda No. X-61. REQUEST FOR PLACEMENT ON THE AGENDA FOR May 19, 1994

(Date)

DEPARTMENT: AGING SERVICES DIVISIONCONTACT: Kathy GilletteTELEPHONE: 248-3620*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 #ASD-9406 adds \$452,694 in Federal and State funds from the revised allocations from the State of Oregon.

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

ASD Budget Modification #ASD-9406 increases the budget in Aging Services Division Org 1750, Community Services, by \$67,982 in Personnel, and Materials and Services Services categories. Organization 1900, Long Term Care, is increased by \$384,712 in the categories of Personnel, and various Materials and Services. This reflects funding for increased services and caseloads.

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

Increase Org 1750, Community Services, by:

\$27,451 Federal Title XIX funds

32,176 Net Older American Act funds

6,957 Net Oregon Project Independence funds

Increase Org 1900, Long Term Care, by \$386,110 in Medicaid Funds.

Shifts \$12,886 in County General Fund indirect costs among organizations.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 MAY 11 PM 3:43

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

Contingency before this modification (as of _____) \$ _____

(Specify Fund)

(Date)

After this modification \$ _____

Originated By <i>[Signature]</i>	Date <i>May 2, 1994</i>	Department Manager <i>James McConnell</i>	Date <i>5-3-94</i>
Finance/Budget <i>David C. Warren</i>	Date <i>5/10/94</i>	Employee Relations <i>Susan Domino</i>	Date <i>5/11/94</i>
Board Approval <i>Chris H. Peterson</i>	Date <i>5-19-94</i>		

Original sent to Dave Warren on 5-20-94



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, County Chair

FROM: Jim McConnell, Director
Aging Services Division *Jim McConnell*

DATE: May 2, 1994

SUBJECT: ASD Budget Modification #ASD-9406 : Addition of Federal and State funds from additional State of Oregon allocation

Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached Budget Modification #ASD-9406.

Background/Analysis: Budget Modification #ASD-9406 adds \$452,694 of State and Federal funds. These funds were allocated by the State due to increases in Federal and State funds.

The Budget Modification shows a net increase to Organization 1900, ASD Long Term Care, of \$384,712, in various Personnel, and Materials and Services categories. This is to cope with increasing case loads experienced by ASD Medicaid staff. It also shows an increase of \$67,982 in the Community Services organization, primarily for pass-through services, and also for fully annualizing the 24-Hour Access staff position.

The original ASD budget was based on planning allocations issued in Spring of 1993. Senior and Disabled Services Division of the State of Oregon issues final allocations of funds in fall and winter of the current fiscal year. This year's allocation was delayed in part due to the length of the legislative session, and in part to changes in the Federal Older Americans' Act.

Financial Impact:

ASD will be able to add back positions that were cut in the budget process for FY1993-1994 due to uncertainties regarding Medicaid funding for case management positions. (No staff were laid off last spring - so these new positions will essentially enable ASD to return to staffing levels of prior years.) See attached page for summary of costs by category.

Legal Issues: None.

ASD-9406z

Controversial Issues: None.

Link to Current County Policies: Funds will be used primarily for clients, either as case management services provided to Medicaid-eligible clients, or as pass-through funds. Many of these services will for clients in the eastern parts of the county, where caseload growth has been significant.

Citizen Participation: PMCOA and citizen advocates are involved in ASD's budget processes.

Other Government Participation: None.

PERSONNEL DETAIL FOR BUD MOD NO:ASD #9406

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

A N N U A L I Z E D					
FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	FRINGE Increase	INSURANCE (Decrease)	TOTAL Increase (Decrease)
1.00	Case Manager Assistant	\$ 19,794	\$ 5,334	\$ 4,882	\$ 30,010
3.50	Case Manager 2	\$116,200	\$31,240	\$15,090	\$162,530
2.00	Case Manager Senior	\$ 75,884	\$20,444	\$ 6,819	\$103,147
1.00	Case Manager Supervisor	\$ 32,594	\$ 5,718	\$ 5,366	\$ 43,678
.50	Social Worker	\$ 34,046	\$ 9,176	\$ 2,192	\$ 45,414
.25	CHN	\$ 7,893	\$ 2,126	\$ 832	\$ 10,851
TOTAL CHANGE (ANNUALIZED)		<u>\$286,411</u>	<u>\$74,038</u>	<u>\$35,181</u>	<u>\$395,630</u>

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.)

C U R R E N T F Y					
Full Time Position Part Time, Overtime or Premium	Explanation of Change	BASE PAY Increase (Decrease)	FRINGE/INSURANCE Increase(Decrease)	TOTAL Increase (Decrease)	
.50	Case Manager Assistant	\$ 9,897	\$ 2,667	\$ 2,441	\$ 15,005
3.25	Case Manager 2	\$106,127	\$28,508	\$13,352	\$147,987
1.50	Case Manager Senior	\$ 56,913	\$15,333	\$ 5,114	\$ 77,360
.75	Case Manager Supervisor	\$ 16,297	\$ 2,859	\$ 2,683	\$ 21,839
.50	Social Worker	\$ 17,023	\$ 4,588	\$ 1,096	\$ 22,707
.25	CHN	\$ 7,893	\$ 2,126	\$ 832	\$ 10,851
TOTAL CHANGE		<u>\$214,150</u>	<u>\$56,081</u>	<u>\$25,518</u>	<u>\$295,749</u>

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			5100			7,893		PERMANENT
		156	010	1750			5300			5,443		TEMPORARY
		156	010	1750			5500			3,602		FRINGE
		156	010	1750			5550			1,024		INSURANCE/BENEFITS
		156	010	1750			6060			40,265		PASS THROUGH
		156	010	1750			6110			7,394		PROFESSIONAL SERVICES
		156	010	1750			7100			2,361		INDIRECT
											67,982	TOTAL, ORG 1750
		156	010	1905			7100			29,755		INDIRECT
											29,755	TOTAL, ORG 1905
		156	010	1910			5100			63,833		PERMANENT
		156	010	1910			5500			15,484		FRINGE
		156	010	1910			5550			8,454		INSURANCE/BENEFITS
		156	010	1910			6120			5,000		PRINTING
		156	010	1910			7150			6,400		TELEPHONE
		156	010	1910			7300			1,600		MOTOR POOL
											100,771	TOTAL, ORG 1910
		156	010	1911			7100			(12,886)		INDIRECT
											(12,886)	TOTAL, ORG 1911
		156	010	1915			5100			61,856		PERMANENT
		156	010	1915			5500			16,719		FRINGE
		156	010	1915			5550			8,677		INSURANCE/BENEFITS
		156	010	1915			6330			2,600		TELEPHONE
		156	010	1915			7300			2,100		MOTOR POOL
											91,952	TOTAL, ORG 1915

TRANSACTION EB [] GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY 1993-94

Document Number	Action	Fund	Agcn.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	010	1920			5100			9,897		PERMANENT
		156	010	1920			5500			2,667		FRINGE
		156	010	1920			5550			2,441		INSURANCE/BENEFITS
		156	010	1920			6170			8,900		RENTS
		156	010	1920			7300			2,200		MOTOR POOL
											26,105	TOTAL, ORG 1920
		156	010	1930			5100			47,679		PERMANENT
		156	010	1930			5500			12,850		FRINGE
		156	010	1930			5550			3,392		INSURANCE/BENEFITS
		156	010	1930			6120			2,600		PRINTING
		156	010	1930			7300			3,000		MOTOR POOL
											69,521	TOTAL, ORG 1930
		156	010	1940			5100			22,992		PERMANENT
		156	010	1940			5500			6,235		FRINGE
		156	010	1940			5550			1,722		INSURANCE/BENEFITS
		156	010	1940			6060			5,445		PASS THROUGH
		156	010	1940			6140			(6,900)		COMMUNICATIONS
		156	010	1940			6170			26,000		RENTS
		156	010	1940			7150			24,000		TELEPHONE
											79,494	TOTAL, ORG 1940
TOTAL EXPENDITURE CHANGE										452,694		TOTAL EXPENDITURE CHANGE

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			2063			(23)		TITLE III-D
		156	010	1750			2064			19,890		TITLE III-B
		156	010	1750			2065			12,062		TITLE III-C 1
		156	010	1750			2067			496		TITLE III-F
		156	010	1750			2070			883		TITLE VII-B
		156	010	1750			2212			(1,132)		TITLE III-G
		156	010	1750			2387			19,559		OREGON PROJECT IND.
		156	010	1750			2399			(12,602)		OPI -Alzheimer's
		156	010	1750			2609			26,488		TITLE XIX
		156	010	1750			2609			963		TITLE XIX - INDIRECT
		156	010	1750			7601			1,398		CGF - INDIRECT
											67,982	TOTAL, ORG 1750
		156	010	1905			2609			18,267		TITLE XIX - INDIRECT
		156	010	1905			7601			11,488		CGF - INDIRECT
											29,755	TOTAL, ORG 1905
		156	010	1910			2609			100,771		TITLE XIX
											100,771	TOTAL, ORG 1910

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	1911			7601			(12,886)	(12,886)	CGF - INDIRECT TOTAL, ORG 1911
		156	010	1915			2609			91,952	91,952	TITLE XIX TOTAL, ORG 1915
		156	010	1920			2609			26,105	26,105	TITLE XIX TOTAL, ORG 1920
		156	010	1930			2609			69,521	69,521	TITLE XIX TOTAL, ORG 1930
		156	010	1930			2609			79,494	79,494	TITLE XIX TOTAL, ORG 1940
TOTAL REVENUE CHANGE										452,694		TOTAL REVENUE CHANGE

LONG TERM CARE BUDGET MODIFICATION

ASD #9406

FY1993-1994

		1750 COMM. SERVICES OAA/ STATE FUNDS	1750 COMM. SERVICES 24-HR AC CHN - #30 .25 FTE	1750 COMM. SERVICES 24-HR ACC. OVERTIME	1910 EAST .75 FTE CM2 #532	1910 EAST .75 FTE CM SR	1910 EAST .5 FTE CM SUP. (NEW #)	1915 NURSING FACILITY .75 FTE CM 2 #530	1915 NURSING FACILITY .75 FTE CM SR	1920 WEST .5 FTE CMA #613	1930 NE 1.00 FTE CM 2 #544	1930 NE .50 FTE SW - #407	1940 SE .75 FTE CM 2 #544	TOTAL
5100	PERMANENT		7,893		22,261	25,275	16,297	30,218	31,638	9,897	30,656	17,023	22,992	214,150
5300	OVERTIME			5,443										5,443
5500	FRINGE		2,126	1,476	5,816	6,809	2,859	8,195	8,524	2,667	8,262	4,588	6,235	57,557
5550	INSURANCE		832	192	4,121	1,650	2,683	5,213	3,464	2,441	2,296	1,096	1,722	25,710
6060	PASS THROUGH (SE RECEPTION)	40,265											5,445	45,710
6110	PROF. SERVICES (24 HR BACK-UP)	(1,132)	8,526											7,394
6120	PRINTING				5,000						2,600			7,600
6140	COMMUNICATIONS												(6,900)	(6,900)
6170	RENTS									8,900			26,000	34,900
6330	LOCAL TRAVEL							2,600						2,600
7150	TELEPHONE				6,400								24,000	30,400
7300	MOTOR POOL				1,600			2,100		2,200		3,000		8,900
	Total	39,133	19,377	7,111	45,198	33,734	21,839	48,326	43,626	26,105	43,814	25,707	79,494	433,464

LTCPOS94.WQ1

(For Clerk's Use) Meeting Date MAY 19 1994
Agenda No. R-71. REQUEST FOR PLACEMENT ON THE AGENDA FOR May 19, 1994

(Date)

DEPARTMENT: AGING SERVICES DIVISIONCONTACT: Kathy GilletteTELEPHONE: 248-3620*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Jim McConnellSUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

ASD Budget Modification #ASD-9407 shifts a Case Manager Sr. position from Adult Care Home Regulation, a General Fund Program, to Community Services, a Federal/State program.

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 #ASD-9407 merely shifts the full budget for a Case Manager Sr. position from a General Fund program to a Federal/State program. In the process, Service Reimbursement Organization 1706 will decrease, since these funds are effectively budgeted twice; the net effect on the ASD budget is a reduction of \$35,645.

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

- o Increase Org 1750, Community Services, by:
 - \$36,775 Federal Title XIX funds
 - 1,793 County General Funds - Indirect
- o Decrease Org 1980, Adult Care Home, by:
 - \$35,645 Federal Title XIX funds
- o Decrease Org 1706, Service Reimbursement, by:
 - \$35,645 Federal Title XIX funds
 - 1,793 County General Funds - Indirect

1994 MAY 11 PM 3:45
CLERK OF
COUNTY COMMISSION
MULTI-NOMINAL COUNTY
OREGON

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

Contingency before this modification (as of _____) (Date)

(Specify Fund)

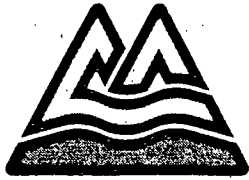
After this modification

\$

Originated By <i>[Signature]</i>	Date <i>May 2, 1994</i>	Department Manager <i>[Signature]</i>	Date <i>5-3-94</i>
Finance/Budget <i>[Signature]</i>	Date <i>5/10/94</i>	Employee Relations <i>[Signature]</i>	Date <i>5/11/94</i>
Board Approval <i>[Signature]</i>	Date <i>5-19-94</i>		

BCC9407

Original sent to Dave Warren on 5-20-94.



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
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GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Beverly Stein, County Chair

FROM: Jim McConnell, Director
Aging Services Division *Just 6*

DATE: May 2, 1994

SUBJECT: ASD Budget Modification #ASD-9407: Shifts Case Manager position from Adult Care Home Regulation to Community Services

Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached Budget Modification #ASD-9407.

Background/Analysis: Budget Modification #ASD-9407 shifts the Case Manager responsible for placement of Medicaid clients in Adult Care Home from the Adult Care Home regulation program to the Community Services program. This move was suggested as a means to reduce potential conflicts of interest between the licensing and the placement functions.

The Budget Modification shows a net effect of zero actual dollars on ASD's budget. However, the budget will decrease by \$38,568, since Federal funds will not flow to the General Fund via a Service Reimbursement organization. (These funds are counted twice when passed to a General Fund organization.)

Financial Impact: There is no actual impact to staff positions or other budget categories.

Legal Issues: None.

Controversial Issues: None.

ASD-9407z

Link to Current County Policies: N/A

Citizen Participation: PMCOA and citizen advocates are involved in ASD's budget and decision-making processes.

Other Government Participation: None.

EXPENDITURE

CM SR MOVED FROM ADULT CARE HOME TO COMMUNITY SERVICES

ASD #9407

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
		100	010	1980			5100			(24,412)		PERMANENT
		100	010	1980			5500			(6,497)		FRINGE
		100	010	1980			5550			(4,736)		INSURANCE/BENEFITS
											(35,645)	SUBTOTAL - ORG 1980
		156	010	1706			7100			(2,923)		INDIRECT
		156	010	1706			7500			(35,645)		OTHER INTERNAL SERVICES
											(38,568)	SUBTOTAL - ORG 1706
		156	010	1750			5100			24,412		PERMANENT
		156	010	1750			5500			6,497		FRINGE
		156	010	1750			5550			4,736		INSURANCE/BENEFITS
		156	010	1750			7100			2,923		INDIRECT
											38,568	SUBTOTAL - ORG 1750
TOTAL EXPENDITURE CHANGE										(35,645)		TOTAL EXPENDITURE CHANGE

REVENUE

CM SR MOVED FROM ADULT CARE HOME TO COMMUNITY SERVICES

ASD #9407

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
		100	010	1980			6602			(35,645)		SERVICE REIMBURSEMENT
											(35,645)	TOTAL, ORG 1980
		156	010	1706			2609			(36,775)		TITLE XIX
		156	010	1706			7601			(1,793)		COUNTY GENERAL FUND
											(38,568)	TOTAL, ORG 1706
		156	010	1750			2609			36,775		TITLE XIX
		156	010	1750			7601			1,793		COUNTY GENERAL FUND
											38,568	TOTAL, ORG 1706
TOTAL REVENUE CHANGE										(35,645)		TOTAL REVENUE CHANGE

MEETING DATE: MAY 19 1994

AGENDA NO.: R-8

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: NOI - EXPANSION OF COMMUNITY HEALTH CENTERS

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: MAY 19, 1994

Amount of Time Needed: 5 to 10 minutes

DEPARTMENT: HEALTH DIVISION: PRIMARY CARE

CONTACT: BEV LAUCK TELEPHONE #: 248-3674
BLDG/ROOM #: 160/8

PERSON(S) MAKING PRESENTATION: BEV LAUCK

ACTION REQUESTED:

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

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

The Health Department is requesting approval to submit a request for \$600,000 in funding to the federal Department of Health and Human Services.

The proposed project would add a new community health center delivery site, in Northeast Portland, in order to improve access to underserved populations. Services would be aimed at providing a culturally sensitive, safe environment for women, their partners, and children. The goal of this project is to improve birth outcomes, parenting skills and self-esteem via improved access to health care, health education, counselling, support groups and outreach.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Billi Odegaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

BOARD OF
COUNTY COMMISSIONERS
1994 MAY 10 PM 4:06
MULTNOMAH COUNTY
OREGON



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
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TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Beverly Stein, Chair
Board of County Commissioners

FROM: Beverly Lauck *BL*

VIA: *Bill* Odegaard

SUBJECT: Notice of Intent to respond to a request for Grant application issued by the Department of Health and Human Services for Expansion of Community Health Centers

DATE: May 5, 1994

The Health Department is requesting approval to respond to an offering by the federal Department of Health and Human Services (DHHS) for funding the expansion of community health centers. The intent is to open a new community health center delivery site in order to improve access to underserved populations.

DESCRIPTION OF THE PROPOSED PROJECT

The Health Department has a long history of trying to reach vulnerable populations and provide culturally sensitive services. We have growing concerns with birth outcomes in the African American community in Multnomah County. The rates of both inadequate prenatal care and low birth weight babies to African American women in Northeast Portland is twice that of their Caucasian counterparts. African American women receiving no prenatal care is over three times as high as Caucasian women in the Northeast area. Both teen births and infant mortality are over double that of Caucasians in the same geographic location.

This project would place a perinatal care center in Northeast Portland aimed at reaching at-risk African American women. Outreach workers/peer counselors would work both in the community and the clinic to connect with women ages 10-44. An on-site family nurse practitioner would provide prenatal, family planning and other health care. A substance abuse counselor from

NOI - Expansion of Community Health Centers

Page 2

Project Network would be on-site half a day a week.

Services would be aimed at providing a culturally sensitive, safe environment for women, their partners and children. The goal of this proposal is to improve birth outcomes, parenting skills and self-esteem via improved access to health care, health education, counselling, support groups and outreach.

ESTIMATED PROJECT COST AND EXPLANATION OF COUNTY SHARE

DHHS invited proposals up to \$600,000. This application would be for that amount. Indirect costs are allowed. There is no significant County cost.

MEETING DATE: MAY 19 1994

AGENDA NO.: R-9

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: NOI - HIV MENTAL HEALTH SERVICES GRANT

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: MAY 19, 1994

Amount of Time Needed: 5 to 10 minutes

DEPARTMENT: HEALTH DIVISION: STD/HIV AND PLANNING AND DEVELOPMENT

CONTACT: JEANNE GOULD/ANN BREMER TELEPHONE #: 248-3674
BLDG/ROOM #: 160/8

PERSON(S) MAKING PRESENTATION: JEANNE GOULD OR ANN BREMER

ACTION REQUESTED:

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

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

The Health Department is requesting approval to respond to a Request for Grant Applications issued by the federal office of Special Projects of National Significance Branch of Health Resources Services Administration (HRSA) to support the replication of a mental health services delivery model that provides services to HIV affected clients and families. This funding would support on-site mental health services for clients and their families at the Health Department HIV Health Services Center in the McCoy building. It is a replication of a model in Boston, the NOAH (No One Alone with HIV), project. This model is designed to integrate mental health and primary care services.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Billi Odgaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

BOARD OF
COUNTY COMMISSIONERS
1994 MAY 10 PM 4:26
MULTNOMAH COUNTY
OREGON



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

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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Beverly Stein, Chair
Board of County Commissioners

FROM: Ann Bremer *AB*

THROUGH: Bill Odegarrd *Bill*

SUBJECT: Notice of Intent to Apply to a Request for proposals from the Office of Special Projects of National Significance, Branch of Health Resources Services Administration

DATE: 5/10/94

Full Cultural Competence In Service Delivery Is Our Destination

MCHD is requesting approval to apply for funding from the federal office of Special Projects of National Significance Branch of Health Resources Services Administration(HRSA) to support the replication of a mental health services delivery model that provides services to HIV affected clients and families. This funding would support on-site mental health services for clients and their families at the MCHD HIV Health Services Center in the McCoy building. It is a replication of a model in Boston, the NOAH (No One Alone with HIV), project. This model is designed to integrate mental health and primary care services.

Description of Grant Requirements and Proposed Project

The objectives of this project are:

1. Increase the sensitivity and skill level of primary care providers to potential/actual mental health problems of HIV infected individuals and the individuals in their personal support systems.
2. Increase utilization of available mental health evaluation and intervention services that are supported by this grant.
3. Improve the quality of life for HIV affected individuals and their support systems.

Project staff will be available and working with the HIV HSC staff and clients on site at the McCoy building. There will be three levels of intervention: Level 1 - mental health practitioners (MHP) available to primary care providers (PCP) as consult and as trainers in the evaluation of potential/actual mental health problems of their clients; Level 2 - MHPs work side by side with PCPs in evaluation and intervention with a client and client support persons; Level 3 - referral to MHP from PCP for evaluation and intervention with client and support persons and ongoing therapy by MHP if indicated.

The research component of the grant would include: 1) a comparison between the outcomes of the Boston project and the Multnomah County project; 2) the impact of these mental health services on clients and families; and 3) the effect of the availability of these services on the provider staff of this work unit.

Funding Agency, Amount Requested, Timelines

The grant will be submitted to the Office of Special Projects of National Significance Branch of Health Resources Services Administration on May 31, 1994. The amount requested for the project is \$250,000 a year with a project period of two years. The project will begin October 1, 1994. The only cost to the County General Fund will be the cost of some minor renovation of the HIV HSC to accommodate increased staff.

✓
PLEASE PRINT LEGIBLY!

MEETING DATE

5/19/88

NAME

Marge Jozsa

ADDRESS

Neighborhood Health Clinics, Inc

STREET

Portland

97211

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

CDBG

SUPPORT

/

OPPOSE

R-10

SUBMIT TO BOARD CLERK

2/

PLEASE PRINT LEGIBLY!

MEETING DATE

May 19, 1994

NAME

Jill A. Bill, Human Relations

ADDRESS

2900 SE 122nd

STREET

Portland

CITY

97236

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-10

SUPPORT



OPPOSE

SUBMIT TO BOARD CLERK

Meeting Date: MAY 19 1994

Agenda No.: R-10

(Above Space for Board Clerk's Use **ONLY**)

AGENDA PLACEMENT FORM

SUBJECT: Public Hearing and Approval of Final Statement

BOARD BRIEFING: Date Requested:
 Amount of Time Needed:

REGULAR MEETING: Date Requested: May 19, 1994
 Amount of Time Needed: 15 Minutes Requested
 TIME CERTAIN REQUESTED 10:15 AM

DEPARTMENT: _____ DIVISION: Community & Family Services

CONTACT: Cecile Pitts TELEPHONE: X-3044
 BLDG/ROOM: 412/200

PERSON(S) MAKING PRESENTATION: Cecile Pitts

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Public Hearing for the purpose of receiving testimony on the use of Community Development Block Grant funds and the proposed use of Home Investment Partnerships Program (HOME) funds and request for approval of the attached Final Statement (Application) for Community Development Block Grant funds for 1994/95.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: *Tolengo Pae*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

*Originals Sent to Cecile Pitts
on 5-20-94.*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 MAY 10 PM 4:06



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS
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TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Community and Family Services Division *LP/RE*

DATE: May 6, 1994

SUBJECT: Final Statement (Application) for Community Development Block Grant Program, FY 1994-95

I. Recommendation/Action Requested: The Community and Family Services Division, Community Development Program recommends Board of County Commissioner approval of the attached Final Statement (Application) for Community Development Block Grant funds for FY 1994/95, following public testimony.

II. Background/Analysis: The Community and Family Services Division, Community Development Program is transmitting to the Board the 1994-95 Community Development Block Grant Final Statement and is requesting Board agenda time to accept testimony and approve the application for submission to the federal Department of Housing and Urban Development.

The projects included in the Final Statement will provide housing development, repair, and rehabilitation, neighborhood revitalization, public services, and program administration. The Final Statement includes specific activities in these program areas.

III. Financial Impact: The Final Statement requests federal funding of \$847,000 for housing and community development activities. An additional \$153,000 is anticipated from program income resulting from these activities, for a total of \$1,000,000.

IV. Legal Issues: The Final Statement is required to obtain federal Housing and Urban Development, Community Development Block Grant funds.

V. Controversial Issues: None known

VI. Link to Current County Policies: These projects serve low to moderate income people, people with special needs, and small cities in Multnomah County. The Board has been supportive of these types of projects in the past.

VII. Citizen Participation: Projects have been reviewed and approved by a Policy Advisory Board. Applications for funding were accepted in an open, competitive process, reviewed during a public hearing, and reviewed by the Policy Advisory Board.

VIII. Other Government Participation: The County Community Development Program coordinates its funding and projects with the Housing and Community Development Programs of the Cities of Gresham and Portland, to the degree possible. County Community Development funding is also coordinated with the County Community Action Program, which manages many of the contracted services targeted to low income and homeless people.

cdbg95.srs

FINAL STATEMENT OF COMMUNITY DEVELOPMENT
OBJECTIVES AND USE OF FUNDS
FOR FY 1994
MULTNOMAH COUNTY, OREGON

On May 27, 1994, Multnomah County intends to submit an application for \$847,000 in Community Development Block Grant (CDBG) funds for FY 1994-95 from the U.S. Department of Housing and Urban Development. In addition to the application amount, anticipated program income of \$153,000 will bring the total estimated funding to \$1,000,000. Multnomah County's CDBG Program serves the unincorporated area of the county excluding the cities of Portland and Gresham. The objectives and use of funds for 1994-95 are outlined below.

STATEMENT OF OBJECTIVES

The primary goal of Multnomah County's CDBG program is to develop viable urban communities, provide decent housing and a suitable living environment, and expand economic opportunities, principally for persons of low and moderate income.

The major objectives of the program include:

1. Allocate a majority of CDBG funds to meet the needs of low and moderate income households through improved housing, provision of housing for special needs populations, job opportunities, public services, and community facilities.
2. Reduce or eliminate blight and deterioration in neighborhoods.
3. Fund projects with demonstrated citizen and local government support.
4. Encourage projects which are supplemented with other resources, e.g., labor, materials, equipment, and money.
5. Assist displaced persons to find suitable housing. The plan for minimizing displacement and for assisting displaced persons is on file at the Community Development office.
6. Support service integration and coordination.
7. Improve handicapped access to public facilities.
8. Encourage historic preservation activities.
9. Ensure compatibility between Multnomah County, City of Portland and City of Gresham CDBG programs.

USE OF COMMUNITY DEVELOPMENT FUNDS

Multnomah County will utilize 1994-95 CDBG funds for the housing and community development activities listed below. It is estimated that over 90 percent of the \$847,000 will directly benefit low and moderate income persons and will meet the National Objective at 24CFR 570.208(a)(1)(2)(3).

HOUSING

(\$265,400 plus \$153,000 of program income)

Single Family Housing Rehabilitation - Sewer Hook-Up Program - Countywide - Non-interest loans to lower income homeowners to make needed private property improvements required to connect to the mid-County sanitary sewer system. Recommended award: \$169,974.

Emergency Repair Loan Program - Countywide - Funds to provide zero interest, deferred payment loans for low income homeowners to make emergency code repairs to their homes. Recommended award: \$54,250.

Dual Diagnosis Housing - Network Behavioral HealthCare, Inc. - New construction of a 16-unit building located at SE 122nd and Steele, Portland, to provide permanent housing linked to social services for persons with psychiatric disabilities and substance abuse. Social services will be provided by a live-in Resident Manager and a skill trainer. Recommended award: \$50,000 - CDBG (\$212,057 - HOME).

Housing Preservation Equity - Oregon Housing Now - Funds to finance the purchase of Marla Manor located at 644 SE 148th Avenue, Portland, by a qualified non profit agency under the terms of the federal Low Income Housing Preservation and Resident Home Ownership Act of 1990 (LIHPRHA). Recommended award: \$31,250.

Home Repair Maintenance Program - Senior Job Center - Funds for the continuation of the home repair and maintenance program serving low income elderly and disabled persons. The program recruits qualified older workers to perform home repair and maintenance activities needed to allow the residents to remain in their home. Recommended award: \$5,000.

Adapt-a-Home - Unlimited Choices, Inc. - Funds to make rental units or owner occupied units accessible for low income persons with disabilities. Recommended award: \$49,654

Housing Development Implementation - Provide the project management, technical assistance, inspection and compliance activities to carry out housing development projects funded. Recommended award: \$58,272.

NEIGHBORHOOD REVITALIZATION \$254,250

City Park Phase I - Acquisition - Wood Village - Completion of funding for Phase I of Wood Village City Park (1993 - \$16,650). Recommended award: \$57,950.

NW Harborton Drive Branch Waterline Replacement - Burlington Water District - Replaces undersized waterlines in the Harborton Drive branch to alleviate low dynamic pressure, reduce backflow and system contamination potential and improve fire flows. Recommended award: \$77,600.

Improve SE 4th Street - Troutdale - Improve approximately 1,000 L.F. of SE 4th Street from Buxton Ave. to Sandy Ave. Improvements will include widening pavement; adding curbs, gutters and sidewalks; and installing storm drainage structures and retaining walls as necessary. Recommended award: \$94,000.

Improve SE 2nd Street - Troutdale - Improve approximately 240 L.F. of SE 2nd Street from Buxton Avenue to Dora Avenue. Improvements will include widening pavement; adding curbs, gutters and sidewalks; and installing storm drainage structures and retaining walls as necessary. Recommended award: \$15,500.

Culvert Replacement Walnut Lane - Fairview - Replacement of Walnut Lane culvert with proper size in Fairview Creek. Recommended award: \$9,200 (\$52,320 from 1992 and 1993 contingency; project total: \$61,520).

Improve SE Dora Street - Troutdale - Improve approximately 230 L.F. of SE Dora Avenue from 2nd Street to 3rd Street. Improvements will include widening pavement; adding curbs, gutters, and sidewalks; and installing storm drainage structures and retaining walls as necessary. (Recommended award: \$14,060 from 1993 contingency).

PUBLIC SERVICES \$95,000

Emergency Housing Voucher Program - Provides emergency housing voucher assistance to homeless families. Recommended award: \$16,067.

Transitional Housing Program - Human Solutions, Inc. Two projects: the first to fund operations costs on shelter space at Willow Tree Inn and Townhouse Terrace. Case management is funded from other sources. The second project to fund case management at two winter shelters. Total Recommended award: \$30,575.

Habitability Project - Multnomah County Legal Aid - Will provide housing counseling services to low-income residents of East Multnomah County. Recommended award: \$11,675.

Fair Housing Assistance - Multnomah County Legal Aid Service - Advice, counseling, individual representation, community education and outreach in support of civil rights in housing. Recommended award: \$11,700.

Home Share Matching Service - Shared Housing - Matches low-income and/or homeless persons with elderly homeowners needing in-home care. Recommended award: \$5,983.

Neighbor A Vecino Dental Program - Neighborhood Health Clinic, Inc. - Provides free and/or low-cost dental health services in East County to low-income families. Clients drawn from overload of Multnomah County Clinics. Recommended award: \$10,000.

Housing Services - Portland Housing Center - Expands information and referral and home buying services to East Multnomah County. Recommended award: \$4,500.

Fair Housing Enforcement Program - Fair Housing Council of Oregon - Will provide housing discrimination complaint intake, testing, investigation and referral for litigation services. Recommended award: \$4,500.

PROGRAM ADMINISTRATION \$232,350

General Program Administration - Countywide - General administration and implementation of the CDBG program; citizen involvement; environmental clearance; staff to Policy Advisory Board; and efforts to affirmatively further fair housing. Budget allocation: \$200,000.

Contingency Fund - Budget allocation: \$32,350.

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

1. TYPE OF SUBMISSION: Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Preapplication Construction <input checked="" type="checkbox"/> Non-Construction <input type="checkbox"/> Non-Construction		2. DATE SUBMITTED	Applicant Identifier B-94-UC-41-0003	
		3. DATE RECEIVED BY STATE	State Application Identifier	
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier	
5. APPLICANT INFORMATION				
Legal Name: Multnomah County		Organizational Unit: Community Development Program		
Address (give city, county, state, and zip code): 2115 S.E. Morrison Portland, Oregon 97214		Name and telephone number of the person to be contacted on matters involving this application (give area code): Cecile Pitts (503) 248-5000		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 9 3 — 6 0 0 2 3 0 9		7. TYPE OF APPLICANT: (enter appropriate letter in box) B A. State H. Independent School Dist. B. County I. State Controlled Institution of Higher Learning C. Municipal J. Private University D. Township K. Indian Tribe E. Interstate L. Individual F. Intermunicipal M. Profit Organization G. Special District N. Other (Specify): _____		
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es): <input type="checkbox"/> <input type="checkbox"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (specify): _____		9. NAME OF FEDERAL AGENCY: Department of Housing and Urban Development		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 1 4 — 2 1 8 TITLE: Urban County Community Development Block Grant, Dept. of HUD		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Tenth year of Community Development Block Grant program as an Urban County. Program includes housing and other community development projects benefiting low and moderate income residents.		
12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.): Balance of Multnomah County outside City of Portland and City of Gresham.				
13. PROPOSED PROJECT: Start Date: 7-1-94 Ending Date: 6-30-94		14. CONGRESSIONAL DISTRICTS OF: a. Applicant: 1 and 3 b. Project: 1 and 3		
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?		
a. Federal	\$ 847,000 .00	a. YES THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: _____ DATE _____ b. NO. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372 <input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
b. Applicant	\$.00			
c. State	\$.00			
d. Local	\$.00			
e. Other	\$.00			
f. Program Income	\$ 153,000 .00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes," attach an explanation. <input checked="" type="checkbox"/> No		
g. TOTAL	\$ 1,000,000 .00			
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED				
a. Typed Name of Authorized Representative Beverly Stein		b. Title Chair, Board of County Commissioners		c. Telephone number (503) 248-3308
d. Signature of Authorized Representative <i>Beverly Stein, Chair</i>				e. Date Signed 5-19-94

Previous Editions Not Usable

Authorized for Local Reproduction

COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, and with 24 CFR 570.303 of the Community Development Block Grant regulations, the grantee certifies that:

- (a) It possesses legal authority to make a grant submission and to execute a community development and housing program;
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the grantee to submit the Final Statement and amendments thereto and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the Final Statement and to provide such additional information as may be required;
- (c) Prior to submission of its Final Statement to HUD, the grantee has:
 - 1. Met the citizen participation requirements of §570.301(b);
 - 2. Prepared its Final Statement of community development objectives and projected use of funds in accordance with §570.301(c) and made the Final Statement available to the public;
- (d) It is following a detailed citizen participation plan which:
 - 1. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods as defined by the local jurisdiction;
 - 2. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by the regulations of the Secretary, and relating to the actual use of funds under the Act;
 - 3. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee;

4. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
 5. Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
 6. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (e) The grant will be conducted and administered in compliance with:
1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. §2000d et seq.); and
 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (f) It will affirmatively further fair housing;
- (g) It has developed its Final Statement of projected use of funds so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight; (the Final Statement of projected use of funds may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available); except that the aggregate use of CDBG funds received under Section 106 of the Act, and if applicable, under Section 108 of the Act, during the 1994 program year(s) (a period specified by the grantee consisting of one, two, or three consecutive years), shall principally benefit persons of low and moderate income in a manner that ensures that not less than 70 percent of such funds are used for activities that benefit such persons during such period;
- (h) It has developed a community development plan, for the period specified in paragraph (g) above, that identifies community development and housing needs and specifies both short and long-term community development objectives that have been developed in accordance with the primary objective and requirements of the Act;

- (i) It is following a current Comprehensive Housing Affordability Strategy (CHAS) which has been approved by HUD pursuant to §570.306 and Part 91, and that any housing activities to be assisted with CDBG funds will be consistent with the CHAS;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 1. Funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with §570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under §570.606(b) and Federal implementing regulations; and it is following a residential antidisplacement and relocation assistance plan as required under Section 104(d) of the Act and in §570.606(c); and it will comply with the relocation requirements of §570.606(d) governing optional relocation assistance under Section 105(a)(11) of the Act;
- (m) It has adopted and is enforcing:
 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

(n) To the best of its knowledge and belief:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of it, 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (n) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

(o) It will or will continue to provide a Drug-Free Workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a Drug-Free Workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
- 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5. Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a Drug-Free Workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (street address, city, county, state, zip code).

Multnomah County

Community Development Program

2115 S.E. Morrison

Portland, Multnomah County, Oregon 97214

Check _____ if there are workplaces on file that are not identified here; and

- (p) It will comply with the other provisions of the Act and with other applicable laws.

Signature

Date

Chair, Multnomah County Board of Commissioners
Title

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA #

R-12 DATE

5-19-94

Barbara A. Peterson

BOARD CLERK

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification - Paragraph (n)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification - Paragraph (o)

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out in paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies. (This is the information to which Entitlement grantees certify.)
4. For grantees who are individuals, Alternate II applies. (Not applicable to CDBG Entitlement grantees.)
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's Drug-Free Workplace requirements.

6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

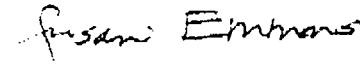
"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Regular Meeting
5-19-94
R-10
Handout #1

HOUSING & COMMUNITY DEVELOPMENT COMMISSION

c/o Bureau of Community Development
808 SW Third Avenue • Room 600
Portland, Oregon 97204-1966

May 17, 1994

TO: Beverly Stein, Multnomah County Chair
County Board of Commission MembersFROM:  Susan Emmons, Chair
Housing and Community Development CommissionRE: Proposed Budget: Division of Community and Family Services
* Community Development Department
* Homeless Prevention Programs in General

The Housing and Community Development Commission (HCDC) is a 15 member citizen commission appointed by the Cities of Portland and Gresham as well as by you, the Multnomah County Board, to provide advice on resource allocations to meet the priorities of the Comprehensive Housing Affordability Strategy (CHAS).

The HCDC has reviewed the CDBG/HOME budget proposed by the Community Development Department and recommends your approval. The proposed budget allocates funds to programs that primarily support the Priority One populations identified in the CHAS - renter and homeowner households with incomes below 50% of median income, including people who are homeless or who have special needs.

The HCDC Budget committee was particularly impressed with the open, competitive process used by the County to allocate HOME and CDBG funds. The County uses a numerical rating and ranking system which provides a rational basis for decision-making. The HCDC Budget committee has recommended that the County include the CHAS priority as a rating factor.

The HCDC Budget committee has also reviewed the budget for the Division of Community and Family Services, taking a particular interest in homeless prevention programs. It appears that there are few programs that could be identified as "homeless prevention" programs except for two federally funded programs: the Low Income Energy Assistance Program (LIEAP) and a one time only grant for Family Assistance.

The HCDC encourages more attention to homeless prevention programs and is hopeful that the proposed Family Support Centers will provide the means to work with families in crisis to prevent homelessness.

cc: Lorenzo Poe, Director, Division of Community and Family Services
Cecile Pitts, Director, Community Development Department

Telephone: (503) 823-2375

FAX: (503) 823-2387

TDD: (503) 823-2387



City of Portland



Multnomah County



City of Gresham

✓
PLEASE PRINT LEGIBLY!

MEETING DATE

5/19/94

NAME

RICHARD P. BURKE

ADDRESS

13050 NW CORNELL RD. #B6

STREET

CITY

PORTLAND

ZIP CODE

97229

I WISH TO SPEAK ON AGENDA ITEM #

AMBULANCE

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

X R-11

3/

PLEASE PRINT LEGIBLY!

MEETING DATE 5/19/94

NAME Chris Thomas

ADDRESS ~~23~~ 2000 SW 1st, Suite 400

STREET

Portland

97201

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-11

SUPPORT _____

OPPOSE X

SUBMIT TO BOARD CLERK

4 ✓
PLEASE PRINT LEGIBLY!

Chief MEETING DATE 5-19-94
NAME Chief Bob Wall

ADDRESS Portland Fire Bureau
STREET

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # ASTA Plus

SUPPORT X OPPOSE R-11
SUBMIT TO BOARD CLERK

5/

PLEASE PRINT LEGIBLY!

MEETING DATE

5/19

NAME

Terry Marsh

ADDRESS

1240 SE 12TH

STREET

Portland, OR

CITY

97214
~~97212~~

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

ASA Plan
R-11

SUPPORT

X
SUBMIT TO BOARD CLERK

OPPOSE

6/

PLEASE PRINT LEGIBLY!

MEETING DATE

5-19-94

NAME

HORI HAMM

ADDRESS

1877 NE 17th

STREET

PORTLAND OR

CITY

97062

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-11

SUPPORT

TO SUBMIT A WRITTEN POSITION

OPPOSE

SUBMIT TO BOARD CLERK

2 ~~1~~ ✓
PLEASE PRINT LEGIBLY!

MEETING DATE

5/19/94

NAME

Jeffrey Lawrence

ADDRESS

Preston - Lab Firm

STREET

for Community Amb

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

ASA

SUPPORT

OPPOSE

✓ R-11

SUBMIT TO BOARD CLERK

1 ✓
PLEASE PRINT LEGIBLY!

MEETING DATE

5/19/94

NAME

David Smallwood

ADDRESS

2100 NE Everett #C
STREET

Portland OR
CITY

97232
ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

Amb service

SUPPORT

?

OPPOSE

? R-11 Plan.

SUBMIT TO BOARD CLERK

8 ✓
PLEASE PRINT LEGIBLY!

MEETING DATE

5/19

NAME

John Praggastis

ADDRESS

225 SE 44th AVE

STREET

Portland OR

CITY

97215-1004

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

Ambulance Plan
R-11

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

MEETING DATE: MAY 19 1994

AGENDA NO.: R-11

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: EMERGENCY MEDICAL SERVICES AMBULANCE SERVICE AREA PLAN

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: May 19, 1994 (time certain 10:30)

Amount of Time Needed: 1 1/2 hours

DEPARTMENT: HEALTH DIVISION: REGULATORY HEALTH

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

PERSON(S) MAKING PRESENTATION: BILL COLLINS

ACTION REQUESTED:

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

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

First reading of an ordinance to accept the Ambulance Service Area (ASA) plan for Multnomah County.

The ambulance Service Area establishes a plan to provide efficient and effective provision of ambulance services in the County.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

or

DEPARTMENT MANAGER: Bill Odgaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

First Reading approved with Several Amendments. See 6-2-94 file for Full Copy. Also, Second Reading 6-2-94.

1994 MAY 10 PM 4:05
MULTNOMAH COUNTY
OREGON
CLERK OF COUNTY COMMISSION

ORDINANCE FACT SHEET

Ordinance Title: Adoption of Ambulance Service Area Plan

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

Pursuant to Oregon Administrative Rules 333-28-095 through 333-28-130, each county must have an Ambulance Service Area Plan in effect and filed with the State of Oregon.

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

All other counties in the state have in place or are in the process of doing an Ambulance Service Area Plan.

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


The Ambulance Service Area establishes a plan to provide efficient and effective provision of ambulance services in the county.

What is the fiscal impact, if any?

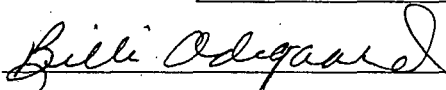
None

(If space is inadequate, please use other side)

SIGNATURES

Person Filling Out Form: 

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: 

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance adopting an ambulance service plan for Multnomah County pursuant to ORS 823.180.

Multnomah County ordains as follows:

Section I. Findings.

1. ORS 823.180 requires that the County develop a plan relating to the coordination of ambulance services within the County.

2. In conformance with ORS 823.180, the Board of County Commissioners has consulted with and sought advice from interested persons, cities, and districts with regard to ambulance service planning.

3. The Board of County Commissioners has considered all proposals for providing ambulance services that have been submitted for consideration, and has considered existing boundaries of cities and rural fire protection districts in establishing the ambulance service area under the plan.

4. The Board of County Commissioners heard presentations of proposed ambulance service area plans on June 23, 1993; conducted

05/05/94:1

1 work sessions on June 29, 1993, June 30, 1993 and July 6, 1993 to
2 consider plan elements; and held a public hearing on July 1, 1993
3 to hear public testimony on submitted plans and plan elements.

4 5. After extensive discussion and consideration of various
5 policy options, the Board of County Commissioners adopted an
6 Ambulance Service Plan July 15, 1993, with the adoption of
7 Ordinance 772. Ordinance 772 established a single ambulance
8 service area for Multnomah County with emergency ambulance
9 transport provided by both public and private contracted emergency
10 ambulance providers. Ordinance 772 was referred to the voters by
11 citizen petition. At the March 1994 election, the citizens of
12 Multnomah County voted to repeal the Ambulance Service Plan adopted
13 by Ordinance 772.

14 6. The Board of County Commissioners held an additional work
15 session on April 19, 1994, to consider plan elements of an
16 Ambulance Service Plan with a single provider of emergency
17 ambulance services. Comment was invited from interested parties,
18 and a public hearing was held on May 19, 1994 to hear public
19 testimony on submitted plans and plan elements.

20 7. The Board of County Commissioners considers the April 19,
21 1994 work session and the May 19, 1994 public hearing to be an
22 extension of the planning process begun in June 1993. After
23 extensive discussion and consideration of various policy options,
24 the Board of County Commissioners has determined that the Ambulance
25

26 05/05/94:1
27
28

Service Plan, attached hereto as Exhibit A, best serves the public interest.

8. The ambulance service plan attached hereto as Exhibit A meets the criteria set forth in OAR 333-28-100 through 333-28-130 (Oregon State Health Division Administrative Rules).

9. The Board of County Commissioners recognizes that amendments to the current EMS Code, and other actions, will be necessary to fully implement the plan adopted by this ordinance.

Section II. Adoption of Plan.

The Ambulance Service Plan attached hereto as Exhibit A is adopted. The Director of Emergency Medical Services shall promptly submit the adopted plan to the State Health Division as required by ORS 823.180.

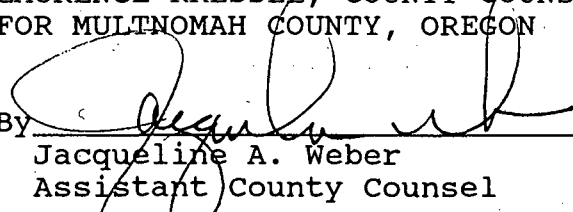
ADOPTED this _____ day of _____, 1994, being the date of its _____ reading before the Board of County Commissioners of Multnomah County, Oregon.

(SEAL)

Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Jacqueline A. Weber
Assistant County Counsel

F:\DATA\COUNSEL\WPDATA\SEVEN\903JAW.ORD\mw

05/05/94:1

REMARKS
TO
MULTNOMAH COUNTY COMMISSIONERS
MAY 19, 1994

Regular Meeting
5-19-94
Handout #1
R-11

Care Ambulance Company regrets that we are back before you in another chapter of this fifteen-year old ambulance planning process. It is unfortunate that, after all your hard work last year, some misrepresentations by opponents of your last plan resulted in the rejection of the public/private partnership/single system plan you adopted last year. I think you will agree that no one worked harder or more constructively than Care Ambulance Company in the last chapter of this ongoing planning process which resulted in a single provider system with two private ambulance companies coordinated therein.

The fact that this vote overturned the result of that process does not mean that an alternative plan, which a) preserves the current two providers; b) is dispatched as a single system; c) yet retains some competition cannot resolve all concerns about EMS ambulance transportation services in Multnomah County.

Care is now very concerned about the plan before you because it calls for a single provider to be selected by a bid process in which "the most qualified provider" will be selected. Care's previous experience with bid processes pursuant to such a selection standard indicates that subjective factors ultimately predominate over objective factors and there is simply no way such a bid process can be fairly and objectively conducted. As the now smallest emergency ambulance provider in Multnomah County, it is difficult to see how Care can effectively compete in such a process.

Further, Care wants to emphasize that nothing in this fifteen-year long ambulance planning process has ever resulted in any objectively reasonable facts or basis for a belief that the single provider system is a) necessary for this County, b) is the only way to address system concerns, or c) is likely to resolve concerns about the effectiveness of this system in a way which cannot be accomplished within the current system without having to take away a provider's business. The specific bases for this position have been stated many times at previous points in this process. Therefore, while we rely on those bases for this position, we will not repeat it here.

We hope you will remember that Care has responded effectively to all previous efforts to improve the system. It has invested heavily in manpower and equipment to address all concerns and to meet all changes in EMS standards. It is ready now to continue with that involvement and commitment, and to work with you and others in the EMS community to make the system even better. Despite this investment and commitments, Care feels at risk under the proposed plan of a taking of its property and business without

due process.

Care urges the County to simply stay with the current system. Once the problems at BOEC are solved, it will have an EMS ambulance response system which can accomplish everything the County can reasonably desire from a single system, coupled with the benefits of having two providers each looking over the others' shoulder to facilitate compliance with rules and providing some disincentive to rate increases.

We want to assure you that, if the County decides to go forward with the plan before you, Care intends to participate constructively in the RFP development process and the bidding process, without waiving its positions as previously expressed.

R-11
Kelley

AMENDMENTS TO THE ASA PLAN - MAY 19, 1994

1. p.17, last ¶. Add as sentence 2: "Rural first responders should attempt to have at least one EMT-B at the scene of a medical call."

2. p.19, new ¶ 3. Add: "The EMSMD will assist rural volunteer fire districts in meeting the state standards for EMT training."

3. p.29, Add before the word "provider" throughout this section, the word "ambulance".

BOARD OF
COUNTY COMMISSIONERS
1994 MAY 18 PM 3:16
MULTNOMAH COUNTY
OREGON

MAY 18 1994



DAN SALTZMAN, Multnomah County Commissioner, District One

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

M E M O R A N D U M

TO: County Commissioners
FROM: Dan Saltzman *Don*
DATE: May 17, 1994
SUBJECT: Amendments to Ambulance Plan

BOARD OF
COUNTY COMMISSIONERS
1994 MAY 18 PM 3:20
MULTNOMAH COUNTY
OREGON

I have a series of amendments I will be proposing during Thursday's first reading of the new Ambulance plan. They follow, with a brief explanation of the intent behind each of them. I would appreciate your taking a few moments to look over them, and letting me know if you have any questions or concerns.

These amendments were drafted in consultation with Bill Collins, so there should be no technical problems with their inclusion.

1. Page 16, ¶ 5. Change "...response goal..." to "...response standard...". Also make the same change on page 6, no. 2.

This change more strongly indicates the Board's commitment to first response standards being met by first response providers. It indicates that the performance criteria are standards to be met, rather than goals to be aspired to. The standard for urban First Responders is four (4) minutes zero (0) seconds or less to at least ninety (90) percent of medical calls.

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The deletion of "In the future" removes any ambiguity as to whether the plan would permit consideration of enhanced ALS first response as part of the upcoming RFP (it would). The parenthetical addition clarifies the nature of the

independent medical review of this issue.

3. **Page 17, ¶ 7. Add: "The contracted provider may not subcontract ambulance services to another provider."**

This ensures that organizations that have not been through the RFQ/RFP process will not provide emergency ambulance services. It does *not* preclude different providers from joining together in a joint response to the RFP.

4. **Page 23, ¶ 3. Change: The last sentence should read "Similar agreements will be encouraged between the County and first responders and may include compensation. Compensation shall be contingent upon the agreement by the first responder to meet EMS system standards." Also add this language at Page 31, ¶ 2.**

This is a mechanism to encourage first responders to meet first response standards that appear in the plan.

5. **Page 23, ¶ 5. Add: "There are no restriction on the number of ambulance licenses available." as sentence 2.**

This clarifies that we are not limiting the number of non-emergency providers.

6. **Page 24, new ¶ 2. "The RRB will develop specific guidelines for the rate regulation process. These will include standards by which to determine the appropriateness of requests for rate increases."**

This clarifies the Board's intent that rate increases have reasonable limits, tied to agreed upon standards.

7. **Page 24, ¶ 10. Add: "Confidentiality applies only to the patient or medical information and does not preclude the release of other information regarding complaints filed concerning providers."**

This clarifies that only the confidential elements of a complaint are withheld, leaving the rest as part of the public record.

8. **Page 31, ¶ 1. Add: "The request for proposals will be developed by an independent consultant retained by the County and the evaluation of the submitted proposals will be by an independent panel, appointed by the the County's EMS Medical Director, whose members have no vested interest in the outcome of the evaluation or recommendation." after the third sentence.**

This ensures the independence and reduction of "political" factors in the

development of the RFP, and the award of the contract.

9. Page 31, new ¶ 2. "Any proposal submitted by a public or private potential ambulance provider shall disclose the full cost of services requested in the request for proposal, including but not limited to materials, labor, administration, benefits, retirement, disability funding, capital expense, public relations expenditures, property and malpractice liability reserves, and other applicable operating expenses."

This ensures that the true cost of the provision of ambulance service is publicly disclosed. It does *not* require that the full cost disclosed be completely recovered by the user fees.

10. Page 32, ¶ 1. The first sentence should read, "The contract for the transporting ambulance services will be for a term of five (5) years with a five (5) year renewal, ...".

This corrects an error in the plan as filed.

R-11
Kelley

AMENDMENTS TO THE ASA PLAN - MAY 19, 1994

1. p.17, last ¶. Add as sentence 2: "Rural first responders should attempt to have at least one EMT-B at the scene of a medical call."

2330
SK/GH
APP

2. p.19, new ¶ 3. Add: "The EMSMD will assist rural volunteer fire districts in meeting the state standards for EMT training."

2419
SK/TC
APP

3. p.29, Add before the word "provider" throughout this section, the word "ambulance".

No Motion for 2470
#3 ~~SK~~

BOARD OF
COUNTY COMMISSIONERS
1994 MAY 18 PM 3:16
MULTNOMAH COUNTY
OREGON

Callier

2763
p. 6 Item 7 - Change/delete & add

3070 TC/DS - APP & p. 16

Amend.

MAY 18 1994



DAN SALTZMAN, Multnomah County Commissioner, District One

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

M E M O R A N D U M

TO: County Commissioners

FROM: Dan Saltzman *Don*

DATE: May 17, 1994

SUBJECT: Amendments to Ambulance Plan

1994 MAY 18 PM 3:20
MULTNOMAH COUNTY
OREGON

I have a series of amendments I will be proposing during Thursday's first reading of the new Ambulance plan. They follow, with a brief explanation of the intent behind each of them. I would appreciate your taking a few moments to look over them, and letting me know if you have any questions or concerns.

These amendments were drafted in consultation with Bill Collins, so there should be no technical problems with their inclusion.

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Also make the same change on page 6, no. 2. *DS/TC* *ABP*

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- ✓ 3. Page 17, ¶ 7. Add: "The contracted provider may not subcontract ambulance services to another provider." 616
AS/SK App

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AS/SK App

*Amend. 1327 *TC/GH App*

This is a mechanism to encourage first responders to meet first response standards that appear in the plan.

- ✓ 5. Page 23, ¶ 5. Add: "There are no restriction on the number of ambulance licenses available." as sentence 2. 1380
AS/TC App

This clarifies that we are not limiting the number of non-emergency providers.

- ✓ 6. Page 24, new ¶ 2. "The RRB will develop specific guidelines for the rate regulation process. These will include standards by which to determine the appropriateness of requests for rate increases." 1412
AS/TC App

This clarifies the Board's intent that rate increases have reasonable limits, tied to agreed upon standards.

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AS/TC App

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AS/TC App

** 1704 Amend AS/TC App*

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1914
LS/TC
APP

* 2136

Amend GA/TC APP

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2198
LS/TC
APP

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* #11 } P. 20

MAY 18 1994



DAN SALTZMAN, Multnomah County Commissioner, District One

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

M E M O R A N D U M

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OREGON
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2198
AS/TC
App

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* #11 } P. 20



Emergency Medical Services

Multnomah County

MEMORANDUM

TO: INTERESTED PARTIES

FROM: BILL COLLINS
EMS DIRECTOR

DATE: 4/25/94

RE: CONTINUED AMBULANCE SERVICE PLANNING - DRAFT PLAN

BOARD OF
COUNTY COMMISSIONERS
1994 APR 28 PM 3:33
MULTNOMAH COUNTY
OREGON

=====

Enclosed is the latest draft (May, 1994) of the Multnomah County Ambulance Service Plan (ASA). This draft is a continuation of the ASA planning process that has been under way for some time. The general direction of the plan was discussed at the Board of County Commissioners briefing on April 19, 1994.

Please review this draft and provide your comments and concerns to the EMS Program Office by May 6. The first reading of the ordinance to adopt an ASA and public testimony on the ordinance is scheduled before the Board of County Commissioners on May 19, at 10:30 AM.

Thank you for your continued interest in the ambulance service plan process.

c: Chair, Board of County Commissioners
County Commissioners
Billi Odegaard
Gary Oxman, MD
County Counsel

Health Department
426 S.W. Stark Street—9th Floor · Portland, Oregon 97204 · 248-3220 · Fax 248-5453

AN EQUAL OPPORTUNITY EMPLOYER

DRAFT, 4/94

**MULTNOMAH COUNTY, OREGON
AMBULANCE SERVICE PLAN**

MAY 1994

**MULTNOMAH COUNTY, OREGON
AMBULANCE SERVICE PLAN
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APPLICATION FOR AN ASA

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MAINTENANCE OF LEVEL OF SERVICE

CONTRACT EVALUATION

COUNTY ORDINANCE TO ADOPT THE AMBULANCE SERVICE PLAN

AMBULANCE SERVICE PLAN

SUMMARY

The Multnomah County Board of Commissioners, based on the findings, conclusions, system design options, and recommendations from participants in the ambulance service planning effort, have approved the following plan:

1. Multnomah County will comprise a single Ambulance Service Area.
2. First response to 9-1-1 medical calls will be provided by fire districts with a minimum staffing goal of defibrillator trained EMT-Basic personnel.
3. **Ground ambulance transport for 9-1-1 emergency calls will be by provided by a single, contracted ambulance service.**
4. All other ambulance service will be provided by private ambulances.
5. Air ambulance services will be provided by private helicopter and airplane providers.
6. **Ambulances responding to 9-1-1 emergencies will be staffed by two EMT-Paramedics.**
7. Dispatch for all 9-1-1 medical emergency calls will be provided by the City of Portland, Bureau of Emergency Communications (BOEC).
8. Primary radio communications for 9-1-1 emergencies will be on the 800Mhz system. Mobile Data Terminals (MDT) will be used for dispatch and communications with the BOEC dispatch computer.
9. Medical direction and supervision will be provided by an EMS Medical Director employed by the county.
10. The EMS Program Office in the Health Department will administer the ASA and the EMS system in Multnomah County.
11. EMS will develop and maintain a pre-hospital patient care, dispatch, and hospital disposition data base for the use in monitoring performance.
12. The EMS system will use the Continuous Quality Improvement process to ensure the quality and improvement of patient care.
13. The cost of ambulance transport, the EMS Medical Director, and EMS Program Office will be financed by fees charged to people receiving care through the 9-1-1 medical response system.
14. Multnomah County will work with other jurisdictions to move toward a regional approach to EMS.

**CERTIFICATION
OF THE
MULTNOMAH COUNTY
AMBULANCE SERVICE PLAN**

The undersigned certify that pursuant to Oregon Administrative Rules 333-28-095 through 333-28-130 that:

Each ambulance service plan element contained in these rules has been addressed and considered in the adoption of this plan by the Board of County Commissioners and,

In the Board's judgment, the ambulance service area established in the plan provides for the efficient and effective provision of ambulance services and,

To the extent they are applicable, the County has complied with ORS 823.180(2)(3) and 823.310 and existing local ordinances and rules.

Dated at Multnomah County,-----.

Beverly Stein
Chair, County Board of Commissioners

Reviewed:

Laurence Kressel
County Counsel

OVERVIEW OF MULTNOMAH COUNTY

GEOGRAPHY

Multnomah County is the most densely populated county in Oregon. It is a predominately urban area with approximately 97% of the population residing within the urban growth boundary established by METRO. The County extends from the junction of the Willamette and Columbia Rivers on the West to the foothills of the Cascade Mountains on the East. The County covers 465 square miles.

Because of the hills in various areas of the county snow and ice can cause problems with emergency response.

The large park, forest, and watershed areas in the county may be a barrier to access by emergency vehicles and special rescue resources may be needed. While these areas are hard to reach, fortunately there are few calls for service in these areas.

POPULATION.

1990 Census data shows the following populations:

Jurisdiction	Population	Per cent of county population
City of Portland	437,398	74.9
City of Gresham	68,235	11.7
City of Troutdale	7,852	1.3
City of Wood Village	2,814	0.5
City of Fairview	2,391	0.4
City of Maywood Park	794	0.1
Unincorporated Areas (by subtraction)	64,403	11.0
Total County	583,887	100.0

In addition to the population living in Multnomah County, a large influx of people occurs during the working day increasing the population by up to 25%

EMERGENCY MEDICAL RESOURCES

There are a number of organizations within Multnomah County currently providing emergency medical services.

Fire Departments are the first response providers for the entire county. They respond on essentially all the 9-1-1 medical calls. There are three (3) fire departments that provide both BLS and ALS first response. There are five (5) fire departments that provide service at the BLS level only.

Three ambulance companies provide response for 9-1-1 emergency calls and provide non-emergency services as well. Three other companies provide non-9-1-1 ambulance service only. All ambulances are licensed and regulated by Multnomah County EMS.

All hospitals, with the exception of one, provide emergency services and serve as receiving hospitals for the emergency ambulance services. There are two level-one trauma hospitals in the County. In addition, some patients are transported to hospitals in Washington County, Clackamas County, and Southwest Washington.

There is one air ambulance service serving the County, providing both emergency scene response and inter-facility transport.

DEFINITIONS

Definitions in italic are those found in OAR 333-28-100

"Advanced Life Support" (ALS) means those medical services that may be provided within the scope of practice of a person certified as an EMT-Paramedic as defined in ORS Chapter 823.

"Ambulance" means any privately or publicly owned motor vehicle, aircraft, or water craft that is regularly provided or offered to be provided for the transportation of persons suffering from illness, injury, or disability and licensed by the State pursuant to ORS Ch. 823.

"Ambulance services" means the transportation of an ill, injured, or disabled individual in an ambulance and, in connection therewith, the administration of prehospital medical or emergency care, if necessary.

"Ambulance Service Area" (ASA) means a geographic area that is served by one ambulance service provider and may include all or a portion of county, or all or portions of two or more contiguous counties.

"Ambulance Service Plan" means a written document that outlines a process for establishing a county emergency medical services system. A plan addresses the need for and coordination of ambulance services by establishing ambulance service areas for the entire county and by meeting the other requirements of the rules. Approval of a plan will not depend upon whether it maintains an existing system of providers or changes the system. For example, a plan may substitute franchising for an open market system.

"Basic Life Support" (BLS) means those medical services that may be provided within the scope of practice of a person certified as an EMT-Basic as defined in ORS Chapter 823.

"Bureau of Emergency Communications" (BOEC) means the Bureau within the City of Portland that maintains the 9-1-1 telephone answering system and the dispatch service for police, fire and EMS for the County.

"CHORAL" means the on-line computer link among all the receiving hospitals within **Multnomah, Clackamas and Washington Counties** that provides information on the status of those hospitals for receiving ambulance transports.

"Contract Ambulance" means an ambulance authorized by the County to respond to emergency medical calls.

"County" means Multnomah County, Oregon.

"Division" means the Oregon Health Division, Department of Human Resources.

"Effective provision of ambulance services" means ambulance services provided in compliance with the county ambulance service plan provisions for boundaries, coordination, and system elements.

"Efficient provision of ambulance services" means effective ambulance services provided in compliance with the county ambulance service plan provisions for provider selection.

"Emergency Medical Dispatcher" (EMD) means a person who is certified by the Board on Public Safety Standards and Training as defined in ORS 401.735.

"Emergency" means a non-hospital occurrence or situation involving illness, injury, or disability requiring immediate medical services, wherein delay of such services is likely to aggravate the condition and endanger personal health or safety.

"Emergency Medical Services" (EMS) means those prehospital functions and services whose purpose is to prepare for and respond to medical emergencies, including rescue, all ambulance services, patient care, communications, and evaluation.

"Emergency Medical Services Medical Director" (EMSMD) means a physician employed by the County to provide medical direction to the EMS system and medical supervision to EMTs providing emergency services within the County.

"EMS Program Office" means that organizational division within the County Health Department responsible for the administration of the EMS system in the County.

"Emergency Medical Technician" (EMT) means a person certified at one of the three levels of practice defined in ORS Chapter 823.

"Fire Ambulance (Rescue)" means an ambulance , operated by a fire service, licensed for BLS or ALS service.

"First Responder" means an organization that provides fast response to emergency medical calls by EMTs before the arrival of an ambulance. These organizations are fire departments throughout the County.

"HEAR" means the radio frequency that may be used for ambulance to hospital and hospital to hospital radio communications.

"Medical Advisory Board" means an advisory committee appointed by the Multnomah County Board of Commissioners as defined in Multnomah County Code.

"MCC 6.32" means the current Multnomah County Code cited as the Multnomah County Emergency Medical Services Code.

"Mass Casualty Incident" (MCI) means an emergency medical incident with enough injured or ill persons to meet the requirements for scene and medical management as defined in the EMS Administrative Rules, MCI Plan.

"MED NET" means those radio frequencies that may be used for EMS dispatch, on-line medical control, and MCI communications.

"Medical Resource Hospital" (MRH) means that hospital, contracted to EMS, to provide on-line medical advice and control to EMTs.

"Non-Emergency Ambulance" means an ambulance, licensed by the County, that provides medical transportation to patients who do not require emergency response and licensed by the State pursuant to ORS Ch. 823.. The level of care is dependent upon the patient's need.

"Notification time" means the length of time between the initial receipt off the request for emergency medical service by either a provider or an emergency dispatch center (9-1-1), and the notification of all responding emergency medical service personnel.

"On-line Medical Advice (Control)" means medical direction and advice given to an EMT, by a physician, through radio or telephone as a supplement to the written patient care protocols.

"Provider" means any public, private, or volunteer entity providing EMS or ambulance services.

"Provider selection process" means the process established by the county for selection of an ambulance service provider.

"Public Safety, Answering Point" (PSAP)/ 9-1-1 means the organization that answers calls for police, fire, and emergency medical assistance that are received from persons dialing 9-1-1. This service is provided by BOEC.

"Response time" means the time between the notification of each provider and the arrival of each provider's EMS unit(s) at the incident scene.

AMBULANCE SERVICE AREA BOUNDARIES

DESCRIPTION.

All of Multnomah County comprises a single ambulance service area. There is concern that the portions of the county that are rural in nature and have a low population density cannot support the ground response time standard applicable for the urban areas.

The use of the Urban Growth Boundary, developed by METRO, as a demarcation between urban and rural ambulance response time zones in the County will provide for a more realistic application of response time standards. (Attachment A)

ALTERNATIVES FOR RESPONSE TIME REDUCTION

RURAL CONSIDERATIONS

Because of the need to provide the most efficient and effective service to citizens within Multnomah County, certain areas of the County have already been deemed better served by agencies responding from outside the County. These areas are considered to be within the County ambulance service area and intergovernmental agreements specify the details of service for each of these areas. (Attachment B) The areas affected are:

The community of Dunthorpe

Portions of Multnomah County located in Lake Oswego.

The Skyline area in the Northwest portion of the County.

The area adjacent to Columbia County served by Highway 30.

Eastern areas of Multnomah County contiguous to Clackamas and Hood River Counties.

In addition, Multnomah County EMS serves areas in other jurisdictions by similar agreements. These areas are:

The North end of Sauvie Island located in Columbia County.

Portions of the City of Portland located in Washington County.

It is the intent of this plan to foster regional approaches to ambulance service area planning, management, and service to reduce any negative effects on service that may be caused by political boundaries.

Therefore, in order to maximize the effectiveness of the resources available throughout the region, within 90 days from the approval of this plan, the EMS office will bring together all current and potential parties involved in EMS in Multnomah County, Clackamas County, Washington County, Hood River County, and the State Parks to develop a regional plan and subsequent agreements for the provision of EMS services in the area.

(A map showing the fire districts for first response, and city boundaries is included in Attachment C.)

PREVENTION

Reducing the number of inappropriate 9-1-1 calls will allow for better utilization of resources and improve cost efficiencies. There will be a program, coordinated by the EMS program office, that will have as its goal the appropriate use of 9-1-1 for emergency medical requests. All providers will participate in this effort.

In addition, the EMS office will coordinate public education programs designed to reduce injuries, promote wellness, and enhance 9-1-1 system access. This coordination will take place between ambulance services, hospitals, law enforcement agencies, other area EMS providers, and the medical community.

Current resources can be used to promote the appropriate use of 9-1-1. However, additional sources of financial support will be sought for injury prevention and other aspects of the program.

SYSTEM ELEMENTS

RESPONSE TIMES.

DISPATCH (NOTIFICATION)

At least ninety (90) per cent of responses to medical calls received by the Public Safety Answering Point (PSAP - 9-1-1) will be dispatched within eighty(80) seconds.

Medical call-taking and dispatch will continue to be governed through a performance contract between Multnomah County EMS and BOEC. This contract specifies the procedures to be used for dispatch, the triage requirements for calls, pre-arrival instructions to be given to callers and the review process to be used for the medical dispatch function. The development of these criteria is the responsibility of the EMS Medical Director. (Attachment D)

RESPONSE STANDARDS.

Response time will be measured from the time **BOEC dispatches a unit until the unit reports arrival at the scene of the incident. Times shall be those recorded by the BOEC dispatch computer.** Response times shall be uniformly distributed throughout the zone. The following response time standards apply only to emergency calls. Non-emergency calls dispatched by BOEC, or turned over to non-emergency ambulances, will be run in an expeditious manner.

FIRST RESPONSE

Urban First Responders will respond to at least ninety (90) per cent of medical calls in four (4) minutes, zero (0) seconds or less.

Rural First responders will respond in an expeditious "best effort" as soon as dispatched.

AMBULANCE

Within the Urban Growth Boundary:

Contract ambulances will respond to ninety (90) per cent of medical calls in eight (8) minutes, zero (0) seconds or less. This response time presupposes the current first response staffing and time goals. In the future, increasing the timeliness and intensity of first response may allow for longer ambulance response times. Should this be the case, this plan may incorporate these response time requirements in lieu of the eight minute requirement.

Outside the Urban Growth Boundary:

Contract ambulances will respond to at least ninety (90) per cent of medical calls in twenty (20) minutes, zero (0) seconds or less.

Wilderness (frontier):

Calls will be responded to in an expeditious, "best effort" manner as soon as the unit(s) are dispatched. The important element for response into these areas is the immediate response to the dispatch to insure that help is moving toward the incident as soon as possible.

**EMS PROVIDER RESPONSE
LEVEL OF CARE**

Multnomah County's emergency medical services will be provided using a combined system of non-transporting first response and transporting ambulances.

Emergency medical calls, when appropriate by protocol, will receive a first response.

In accordance with priority dispatch criteria employed by EMS Dispatch, first responders will be sent to identified calls and an ambulance will be dispatched to all calls.

The goal of EMS dispatch is to send to each medical call, the amount of service necessary to provide quality medical care. It is the intent of this plan to avoid duplicated or unnecessary responses, providing cost savings to the system and reducing the risk of accidents.

Contract ambulance service will be provided by a single ambulance service.

The fire services that maintain rescue vehicles licensed as ambulances may continue to provide ambulance response under unusual circumstances (e.g. inclement weather, unusual service demand, etc.) as allowed for by protocol.

There will be a single system status dispatch plan for the entire ASA. The fastest responding first responder, and the closest ambulance, as recommended by the dispatch computer (CAD), will be dispatched to each call.

Dispatch criteria will be developed by the EMS Medical Director.

PERSONNEL (STAFFING)

FIRST RESPONSE

RURAL CONSIDERATIONS

It is the goal of this system to have all first responders trained, at the minimum, to the EMT-Basic level. It is recognized that because of the size and the volunteer nature of the Rural Fire Protection Districts serving parts of Multnomah County, this training level may not be feasible soon. The EMS program will assist rural providers in the development and provision of training necessary to meet this goal.

URBAN AREAS

Portland Fire and Gresham Fire currently have all response personnel trained to the EMT Basic level and provide many ALS first response units, with at least one (1) EMT-Paramedic responding on those units. **Should it be determined appropriate for the urban response, all responding fire units may be required to staff at the ALS level.**

AMBULANCES

All ambulances providing 9-1-1 emergency response will be staffed with two (2) EMT-Paramedics.

Other licensed ambulances will be staffed with EMT-Basic or EMT-Paramedic personnel, according to the level of service.

Additional staffing standards may be set by the EMS Medical Director for critical care transfers or other specialized services.

MEDICAL SUPERVISION

EMS MEDICAL DIRECTOR

Multnomah County will employ an EMS Medical Director (EMSMD), through the Health Department, who will serve as the medical director for the EMS program and be the physician supervisor for all EMTs in the employ of providers of emergency medical services and ambulance services in the County. The EMSMD will provide medical advice to all aspects of the EMS system and will have specific authority to set uniform standards of EMS patient care for the County. These standards will include, but not be limited to:

- Dispatch and pre-arrival protocols;
- Transport triage criteria and protocols;
- County specific EMT requirements;
- Approved equipment, supplies and drugs;
- Patient care protocols;
- Medical criteria for response times; and
- Patient transfer criteria.

The EMSMD will create policies for limiting the practice of EMTs if necessary, and will ensure that these policies are carried out with adequate due process protections.

The EMSMD will also set specific standards for training and continuing education for EMTs and EMDs.

The EMSMD will ensure that all providers within the system participate in a quality management program designed to provide for the continuous quality improvement in patient care and all other aspects of emergency medical services. This process will provide the basis for changes in medical care protocols and the educational and training standards set forth by the EMSMD.

The EMSMD may, at his or her discretion, and as funding allows, appoint assistants to help carry out the duties assigned to the EMSMD. The EMSMD however, retains the sole responsibility for all assigned duties.

The EMS program will provide office and administrative support to the EMSMD.

MEDICAL ADVISORY BOARD

An EMS Medical Advisory Board (MAB) will provide medical advice to the EMSMD.

Other committees and groups may be formed to provide specific advice to the EMSMD or the EMS program.

The MAB will provide reports to the Board of County Commissioners on the effectiveness of medical care provided by the EMS system at least annually.

(See Attachment E - EMSMD position description)

ON-LINE MEDICAL CONTROL

On-line medical control will be provided by a Medical Resource Hospital (MRH). Standards for on-line medical control and MRH operations will be set forth by the EMSMD and implemented through a performance contract with the hospital. The EMSMD will monitor the performance of the MRH contract.
(Attachment F)

PATIENT CARE EQUIPMENT

Requirements for equipment and supplies will be determined by the level of service (ALS, BLS, emergency, non-emergency) provided and will be set by the EMSMD.

FIRST RESPONDERS

All first response vehicles will be required to carry equipment and supplies appropriate to their level of service.

AMBULANCES

All ambulances will be required to maintain equipment, supplies, and drugs appropriate for their level of service (ALS, BLS) as required under OAR 333-28-050 and as required by the EMSMD. Ambulances will be inspected on a regular basis, by the EMS office to determine compliance with these requirements. (Attachment G)

RURAL CONSIDERATIONS

The EMS program will assist rural first responders in obtaining the necessary equipment to maximize their response capabilities. (e.g., automatic defibrillators)

VEHICLES

FIRST RESPONDERS

First response vehicle standards are the responsibility of the agency that operates them.

AMBULANCES

Ambulances will meet all relevant State and Federal statutes and rules and must meet any additional requirements of the EMSMD.

TRAINING AND EDUCATION.

EMERGENCY MEDICAL TECHNICIANS (EMT) LEVELS

Training and certification required for those technicians providing ALS care will be the level of EMT-Paramedic. In addition to the requirements for State certification, the EMSMD may require additional training or education.

Training and certification for other EMTs will be at the level of EMT-Basic.

EMT-Intermediates will not practice on ambulances in Multnomah County.

In addition to the requirements for State certification, the EMSMD may require additional training or education.

It is the intent of this plan to require at a minimum, EMT-Basic training and certification for all 9-1-1 medical call first responders at some point in the future.

CONTINUING EDUCATION.

All training and continuing education will be provided throughout the EMS system through a single, coordinated educational program. Resources now available and additional training resources identified will be "pooled" to allow for their maximum use. The EMSMD will establish system-wide criteria that meet the needs of all levels of EMTs in both the urban and rural settings. This will also insure that all personnel receive appropriate and consistent training. The content offered will meet certification requirements and will reflect the outcomes and findings of the quality improvement process.

The EMS Program will continue to provide periodic inservice sessions to introduce changes in patient care protocols, administrative rules, State requirements, and other pertinent information. All EMTs will be required to attend to maintain their credentials as approved by the EMSMD.

The EMSMD may require EMTs to obtain additional training and education. Provider agencies will offer training and education to their employees and other EMTs in the system as approved by the EMSMD, and as part of the coordinated EMS educational program.

The EMS educational program will specifically assist rural first responders in obtaining the training necessary to meet system goals.

QUALITY ASSURANCE

STRUCTURE

The basis for quality assurance in the County will be a Continuous Quality Improvement (CQI) process. This model, based on the Total Quality Management theory espoused by W. Edwards Deming, is currently employed in a number of service industries, including hospitals. The focus of this process is statistical quality sampling to improve uniformity and quality of patient care. It involves standardization, measurement, testing, and inspection in a continuous process of improvement and training. When problems are identified, their resolution is accomplished within the involved system components, through participation by the people responsible for the operation of these components. The EMS CQI process will bring together all members in the EMS system to identify problems and work out solutions in a structured, participatory manner. The process employed may use peer review, problem solving groups, or other methods. Problems are addressed at the appropriate level within the organization with the end goal of improved service.

PROCESS AND PROBLEM RESOLUTION

Implementation of CQI will involve the education of EMS personnel in the process and the development of data sources.

The CQI process will analyze data on all aspects of the EMS system including dispatch, response times, medical supervision and control, patient care, EMT and EMD performance, and other components. The data will come

from computer databases, patient care chart reviews and audits, complaint patterns, patient outcomes, and other relevant sources. The outcomes of the process are information, problem solving, and system improvement. These outcomes will serve as the basis for system change.

The EMS office will provide staff support for the CQI process. The CQI process is *not* oriented on fixing blame for mistakes, but on learning from the analysis and resolution of identified problems.

SANCTIONS

Contracts will specify fines or other remedies that will be imposed if certain conditions are not met. In addition, the contracts will identify those conditions that will constitute a breach of the contract and the conditions for termination of the agreement.

The EMS ordinance and administrative rules currently allow for sanctions for non-compliance. These remedies will continue as part of the licensing process for both contract and non-emergency ambulances.

It is not the purpose of the CQI process to apply sanctions or other remedies to non-compliant providers. Any remedies employed will be identified in the contract or agreement with the provider or in the ordinance. Any remedies directed to individual EMTs will be specified in the ordinance and be the responsibility of the EMSMD.

ADMINISTRATION AND COORDINATION

PLANNING AND ADMINISTRATION

MCC 6.32 establishes the authority of the Board of County Commissioners (BCC) to develop, approve, and administer the ambulance service plan. MCC 6.32 further defines the administration of the EMS system and the license requirements for ambulance providers (contract and non-emergency) and first responder agencies.

Administration of the ambulance service plan and the EMS system will reside with the Multnomah County Health Department EMS Program Office. All medical care components of the system will be under the authority of the EMS Medical Director.

Specific relationships with first responders, contract ambulance providers, 9-1-1 dispatch, and MRH will be delineated in intergovernmental agreements and contracts. These documents will be performance based and will specify the duties, responsibilities, compensation, remedies, and other aspects of the relationship between the County and the contractor.

The EMS Program Office will administer and monitor these agreements and make recommendations to the Commission on the continuance, renewal, or termination of the agreements.

Non-emergency ambulances will be regulated through the licensing requirements specified by ordinance. No other agreements will be executed.

RATE REGULATION

The Board of County Commissioners, as part of the ambulance contract, will set all rates for emergency ambulance services provided under this plan.

There will be a single charge schedule that will apply uniformly throughout the service area for services provided to 9-1-1 callers.

Rates for contract ambulance service will be recommended by an EMS Rate Regulation Board (RRB). **The proposal process will provide the initial rate which will be verified and approved by the RRB.** The RRB, composed of EMS providers, business experts, and service users, will also serve as the rate review body to hear and recommend action concerning subsequent requests for rate adjustments. Rate adjustment formulas, such as the Consumer Price Index (CPI), may be included in the agreements. The RRB recommendations will be made to the EMS Program Office and the Board of County Commissioners as part of contract approval and modification processes.

The RRB will also review any system requirements that may have a significant financial impact on the providers. If the committee determines that

such an impact is present, they may recommend a rate adjustment to compensate for the requirement.

Non-emergency ambulances will not be subject to the rate determination process. Fees charged for their services will be driven by the market for such services. They will continue to charge only those fees that are on file with the EMS Program.

COMPLAINTS

Standards for the fair and equitable handling of complaints concerning pre-hospital patient care and ambulance service will be adopted by the EMS Program Office and the Medical Director.

Complaints regarding EMS provider actions or services will be received by the EMS Program Office from any source. All information relevant to the complaint will be collected and reviewed by EMS staff. The information may include dispatch records, patient care reports, invoices for service, incident reports, hospital records, interviews, and other documents. Complaints will be resolved through three mechanisms:

1. Medical care complaints will be referred to the Medical Case Review, currently provided by the EMS Quality Assurance Committee, for impartial review and recommendations. Disposition of these complaints will be handled by the EMS Medical Director.

2. Dispatch and system response complaints will be initially reviewed by EMS staff. Some complaints may be referred to the Dispatch Committee for review and recommendation. Individual case dispositions will be handled by the EMS Program Office.

3. Complaints about ambulance charges and other non-medical, provider-related complaints will be reviewed by the EMS Program staff who will be responsible for the disposition of each case.

Complaints will be concurrently forwarded to the service provider on a timely basis.

If it is determined appropriate, complaints may be referred to other agencies for disposition (e.g., District Attorney for complaints that may be of a criminal nature).

All complaints that include medical or other sensitive information about identifiable patients will be considered a function of the Quality Assurance process. Confidentiality will be protected as required by relevant statutes.

Complaints and their resolutions will constitute a data source available to the Quality Improvement process. In addition, all complaint information will be available to the EMS Medical Director for use in the medical supervision of EMTs.

MUTUAL AID AGREEMENTS.

ROUTINE EMS SERVICES (AMBULANCE AND FIRST RESPONSE)

For certain portions of Multnomah County, intergovernmental agreements will allow for response from agencies outside the County. Multnomah County providers will respond into other jurisdictions under similar agreements. The areas are described earlier in this document.

UNUSUAL CIRCUMSTANCES (MCI, DISASTER)

Fire District mutual aid agreements are in place for events that overtax the resources of a given fire district. These will apply for fire EMS services in a disaster or other major incident.

Similar agreements will be executed on a regional basis to allow ambulances from outside the County to respond at the request of EMS Dispatch.

In addition, *all* ambulances, contract and non-emergency, licensed in Multnomah County, are required to respond to disasters and MCI when requested to do so by the EMS Program Office through BOEC dispatch.

DISASTER RESPONSES.

MASS CASUALTY INCIDENT.

The County's Mass Casualty Incident (MCI) plan is developed by a multi-disciplinary, tri-county committee and adopted under County Ordinance (MCC 6.32). This plan, and similarly adopted plans used by the counties surrounding Multnomah County provide the direction for the organization and use of resources if there is a MCI. This plan is also incorporated as an annex in the emergency management disaster plans of the County and other local jurisdictions. (Attachment H)

In an MCI, medical communication and patient destination is the responsibility of the Regional Hospital. **Regional hospital is designated by the EMS program Office in conjunction with other affected counties.**

In the event that resources exceeding those normally available for EMS service to the County are needed, additional ALS and BLS ambulances and other resources within the County may be used. The EMS Administrator (or BOEC, per protocol) may request the use of out-of-county resources through those jurisdiction's emergency managers. Normal staffing requirements for ambulances may be waived under these circumstances. A resource list of potential responders is maintained at BOEC.

DISASTERS

Planning has started that will identify how medical resources will be used if there is a disaster. For purposes of this planning, disasters are events that disrupt the normal infrastructure that is relied upon to provide daily EMS services. These could include earthquakes, floods, or other events that cause failure of communications, roads, power, medical care sites, overwhelming

numbers of ill or injured, or similar problems. The plan will include initial assumptions on the availability of emergency medical care, immediate operations, and recovery from the event. This planning is a cooperative regional activity.

SPECIAL PERSONNEL AND EQUIPMENT.

HAZARDOUS MATERIAL RESPONSE (HAZ-MAT)

HAZ-MAT response is the responsibility of the fire districts within Multnomah County. HAZ-MAT response plans include the determination of the hazard, its effect on people, and the appropriate neutralization, decontamination and medical care actions to take in the pre-hospital and hospital settings. (Attachment I)

Transport and receiving hospital standards for exposed patients and care givers are under development.

SEARCH AND RESCUE

Search and rescue operations are the responsibility of the Multnomah County Sheriff. The Sheriff's Office serves as incident commander for search and rescue operations. EMS and fire responders provide resources as required by the incident commander. Along with the governmental and associated volunteer resources, there is a specialized team (Reach and Treat) available from one licensee. (Attachment J)

SPECIAL EMERGENCY RESPONSE TEAM (SERT)

In addition to the standard EMS response, specialized paramedics from the fire services provide emergency medical service to the Police SERT team members. This is a function controlled by the police and not part of the normal EMS response.

SPECIALIZED RESCUE

Multnomah County, through the fire districts, has the following specialized rescue abilities:

- Extrication

- High Angle Rescue

- Trench Rescue

- Dive rescue

There is no specialized medical component to these rescue services. Medical care is provided by Fire EMTs assigned to the rescue team. (Attachment I)

EMERGENCY COMMUNICATIONS AND SYSTEM ACCESS.

TELEPHONE

Multnomah County is served through a single Public Safety Answering Point (PSAP, 9-1-1 center) accessible by callers through Enhanced 9-1-1. EMS contracts with the Portland City Bureau of Emergency Communications (BOEC) for emergency call answering, medical triage and pre-arrival instructions, and contract ambulance dispatch. In addition, BOEC provides the same service for all police departments and fire districts in the county.

DISPATCH

Current EMS call-taking and dispatch is governed by a set of protocols and procedures, developed by a committee of dispatchers, first responders, EMTs, providers, and physicians. With the proposed changes in the system, "criteria based dispatch" protocols and procedures will be recommended to the EMS Medical Director and promulgated through contracts and as formal County EMS administrative rules. EMS Dispatch at BOEC is required to use these protocols and procedures. (Attachment K - Current protocols)

BOEC will dispatch all first responders and contract ambulances. BOEC will also dispatch any fire rescues used as ambulances .

9-1-1 medical calls are initially processed by call-takers who use the EMS approved call triage guide to determine the nature of the call and the level of emergency or non-emergency response required. (In addition, under County rules, if a person calls any ambulance company and requests service, the company must triage that request using the same triage guide that is used at BOEC and then, if the request is determined an emergency per the triage guide, pass the call information to BOEC for response.)

Call information is then sent (via computer) to the dispatcher. Through a computer aided dispatch system (CAD) , the status of all fire units and ambulances is available to the dispatcher. The dispatchers send fire and ambulance units as appropriate, depending on the nature and location of the call.

As dispatch is under way, the call-taker (who has remained on the line) may provide the caller with pre-arrival instructions for patient care as specified in the protocols.

Depending upon the location of the call and the availability of ambulances, an out-of-county unit may be dispatched. This is accomplished by direct radio contact or by telephone to the appropriate dispatch center.

RADIO COMMUNICATIONS

Current:

All ambulance dispatch is done on (UHF) MED NET 9 (462.950).

Fire first response dispatch is done on the fire channels.

Medical direction from MRH is communicated on (UHF) MED NET 4 (463.075).

Ambulance to receiving hospital patient information is communicated on (VHF) HEAR (155.340 MHz)

MCI communication is done on (UHF) MED NET 1 (463.000)

Effective in Spring, 1994:

All the above communications will be done using a "800 MHz trunked" radio system now being installed through out the County by the City of Portland. In addition each contract unit and fire unit will be equipped with a mobile data terminal (MDT) for communication with dispatch and the CAD system. The ability to use the HEAR system will be maintained.

RECEIVING HOSPITAL AVAILABILITY

The availability of hospitals to receive ambulance patients is communicated on a computer link network (CHORAL). This system displays a number of hospital status conditions that may result in the diversion of ambulances.

Receiving hospitals are required to use the CHORAL system if they wish to divert ambulances from their hospital. (Attachment L)

EMERGENCY MEDICAL DISPATCHER TRAINING

All dispatchers and call takers at both BOEC and at the ambulance companies are trained to meet Emergency Medical Dispatcher EMD standards set forth by the State Board on Public Safety Standards and Training (BPSST). The EMS Medical Director is responsible for the medical protocols used by these dispatchers and for the medical supervision of their performance and may set forth additional requirements.

WORKFORCE ISSUES

STABILITY

All providers will be required to submit a plan, as part of the contracting process, that will specify their policies and methods to insure the minimal turnover of personnel providing patient care. This plan will become part of the evaluation for contract or agreement performance.

DIVERSITY

The diversity of personnel regarding gender, race, and ethnicity in the EMS system in Multnomah County, and throughout the state leaves much to be desired. While there are many women working in the private ambulance sector, there are few in the fire services. Paramedics of African-American, Asian, Hispanic, Native American, or other minority backgrounds comprise an extremely low percentage of the EMS workforce. The State EMS division records do not contain any information on gender, racial, or ethnic background, but the State EMS Director felt that there were very few minority EMTs. To resolve this issue will take a long term commitment from the providers of EMS care, the County EMS system, and the EMT training programs.

First, each provider will submit evidence that they have in place a plan, consistent with currently applicable Federal, State, and Local laws and regulations, to promote diversity of personnel in their organization, including goals and objectives for meeting this need and the timelines anticipated. Diversity in this context includes establishing opportunities for women and minority EMTs. All provider plans will address access for minorities; fire providers will also focus on the inclusion of women as paramedics.

Second, the EMS Program will work with the EMS providers, the State EMS, and the training programs, both in Multnomah County, and in other areas, to recruit training candidates from diverse backgrounds.

TERMINATION

Termination of EMTs for retaliatory reasons or the "blacklisting" of EMTs seeking employment will be prohibited in the contracts with the County and will be cause for contract termination if it is found to have occurred.

EMPLOYEE ASSISTANCE PROGRAMS

All providers under contract to the County will be required to provide employee assistance programs (EAP).

LABOR RELATIONS

EMS providers under contract to the County will have a workable plan to insure healthy labor relations in their organizations.

PREFERENCE

As required in ORS 823.250, should a provider, initially operating under a contract authorized by this plan, be replaced by another provider, the replacement provider shall give preference to qualified employees of the previous provider for a period of six months following the date of replacement.

PROVIDER SELECTION AND EVALUATION

INITIAL ASSIGNMENT

The Board of County Commissioners designates the County Health Department as the party responsible for assuring appropriate Emergency Medical Services in the ASA. The County intends to contract for services it deems necessary for the efficient and effective provision of EMS. **The Health Department EMS program office will be responsible for the proposal and contract process.** All contracts require the approval of the Board of Commissioners.

FIRST RESPONSE

The County will enter into intergovernmental agreements with all fire districts within the County interested in providing EMS first response. **Response times and levels of service will be specified in these agreements.**

AMBULANCE SERVICE

Ambulance services for 9-1-1 emergency calls will be contracted to the most qualified provider. Selection will be through a competitive proposal process.

REASSIGNMENT

Should an ambulance provider resign their interest in providing transport services, or should the County terminate the agreement for service, the County shall exercise those provisions of the contracts and other contingencies that allow for the continuation of ambulance service while a replacement provider is selected.

APPLICATION FOR AN ASA

Applications from prospective ambulance providers will be accepted according to the provisions of the request for proposals. These provisions will include specific qualifications for prospective providers.

NOTIFICATION OF VACATING AN ASA

A notice of termination by the contract ambulance providers will be required in accordance with the provisions of the initial contract.

MAINTENANCE OF LEVEL OF SERVICE

To insure that emergency medical services are uninterrupted should a provider vacate their interest in the ASA, a one year notice will be required in the agreements with the contract ambulance provider. Penalties for insufficient notice and "fail safe" provisions will be made part of the contract.

CONTRACT EVALUATION

The contract for the transporting ambulance services will be for a term of four (4) years, and renewable thereafter in four year periods at the discretion of the Board of Commissioners. Sanctions tied to the performance conditions in the contract and the termination of the contract for cause, may be exercised at any time during the contract period. If the financial considerations agreed to by the parties fail to meet the explicit expectations in the documents, the contract may be terminated.

A complete review of the ambulance agreement will be required before the renewal of the agreement. The contract will include the specifics of the review process. This review will include, but not be limited to:

- Adherence to response time requirements.
- Compliance with other performance requirements.
- Meeting workforce goals such as diversity and labor priorities.
- Complaints concerning service.
- Meeting the financial goals of the agreement.
- "Street level" relationships of the provider with others in the system.
- Participation in the quality improvement program and an assessment of the quality of services performed.