

## ANNOTATED MINUTES

Tuesday, July 24, 1990 - 9:30 AM  
Multnomah County Courthouse, Room 602

### INFORMAL BRIEFINGS

1. Briefing on Implementation of County Program Evaluation Plan - Presented by Merlin Reynolds and Members of County Program Evaluation Team

STAFF REQUESTED THAT BOARD BRIEFING BE DELAYED TO AUGUST, PENDING COMMITTEE RECONSIDERATION OF CERTAIN SUBSTANTIVE ISSUES.

2. Briefing on Planning Efforts Related to the Great Start Plan and Request for Directions for County Prevention Efforts - Presented by Members of the Prevention Committee of the Children and Youth Services Commission and Sharon McCluskey

MICHAEL MORRISSEY, DAVENE COHEN, DR. RAUL BANAGLE, SHARON McCLUSKEY, DIANE TUTCH AND CORNETTA SMITH DISCUSSED COMMITTEE RECOMMENDATIONS AND ASPIRATIONS.

3. Briefing on Regulating Neighborhood Relations of Residential Care Facilities Following Passage of the Federal Fair Housing Act and Oregon HB 2289 - Presented by Jim McConnell and Steve Balog

STAFF TO CONSULT WITH LEGAL COUNSEL REGARDING THE COUNTY'S ROLE IN PROVIDING RELATED PUBLIC INFORMATION. CHAIR MCCOY EXPRESSED INTEREST IN CREATION OF A HANDBOOK FOR THE ELDERLY.

4. Briefing on Update of Multnomah County Administrative Rules for Adult Housing Program to Comply with State Requirements - Presented by Jim McConnell and Steve Balog

STAFF TO REVIEW RULE WHICH SENIOR OMBUDSMAN JOHN OLSON FELT MIGHT ALLOW QUESTIONABLY UNFIT FACILITIES TO RECEIVE CONDITIONAL LICENSES. STAFF ADVISED THAT DUANE ZUSSY WOULD SUBMIT AN AMENDED COUNTY ORDINANCE FOR CONSIDERATION.

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Tuesday, July 24, 1990 - 1:30 PM  
Multnomah County Courthouse, Room 602

### INFORMAL BRIEFINGS

5. Briefing Regarding Metro's Solid Waste Reduction Plan and the Roles of the County and Cities in the Implementation of the Plan - Presented by Steve Kraten, Joanne Garnett, Linda Kotta, Bruce Walker (TIME CERTIN 1:30)

5. (continued)

VICE-CHAIR KAFOURY NOTED PLAN DID NOT ADDRESS SOURCE REDUCTION AND DISCUSSED NEED FOR AGRESSIVE PUBLIC POLICIES. COMMISSIONER KELLEY EXPRESSED INTEREST IN SEEING THAT RESIDENTS OUTSIDE THE URBAN GROWTH BOUNDARY RECEIVE SAME RECYCLING OPPORTUNITIES AS METRO AREA RESIDENTS.

6. Update on Cooperative Project with Tri-Met to Encourage Use of Mass Transit and Alternative Activities to Cruising - Presented by Carolyn Marks Bax

STAFF ADVISED THAT FREE ONE-WAY TRI-MET PASSES AND VARIOUS DISCOUNT COUPONS WILL BE AVAILABLE FOR TEENS. CHAIR McCOY TO SHARE YOUTH ACTIVITY INFORMATION WITH MS. MARKS BAX

7. Informal Review of Formal Agenda of July 26, 1990

C-1 STAFF ADVISED OF VARIOUS MEDIA ACTIVITIES SCHEDULED TO PROMOTE THE 6 COUNTY PROGRAMS RECEIVING NATIONAL RECOGNITION.

C-3 CHAIR McCOY ADVISED THAT BECAUSE BRUCE WARD IS UNABLE TO SERVE ON THE LIBRARY ADVISORY BOARD, ANOTHER NAME WILL BE SUBMITTED THURSDAY.

C-6 CHAIR McCOY ADVISED OF A SUPPLEMENTAL AGENDA ITEM SUBMITTED FOR UNANIMOUS CONSENT CONSIDERATION THURSDAY.

R-1 STAFF ADVISED THAT AGENDA SHOULD INCLUDE THE FOLLOWING PROPERTY AND DESCRIPTION: RAILROAD SHOPS ADDITION TAX LOT #16, OF LOTS 1 & 2, BLOCK 3, AN UNBUILDABLE STRIP OF LAND APPROXIMATELY 7 X 50 FEET, ACQUIRED IN 1986 AND WITH A CURRENT MARKET VALUE OF \$700.00.

R-7 STAFF DIRECTED TO LOOK INTO POSSIBILITY OF TAKING CERTAIN REVENUE GENERATING CLIENTS INTO PUBLIC GUARDIAN PROGRAM.

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\* CHAIR McCOY ADVISED THAT AT FORMAL MEETINGS BEGINNING IN AUGUST, THE BOARD CLERK WILL READ AGENDA TITLES INTO THE RECORD PRIOR TO COMMISSIONER LIAISON EXPLANATION AND/OR ACTION.

\* CHAIR McCOY ADVISED THAT AN ANNEXATION BRIEFING WOULD BE SCHEDULED ON BOARD AGENDA AS SOON AS POSSIBLE.

\* CHAIR McCOY ADVISED COUNTY COUNSEL HAS DETERMINED THAT BOARD DISCUSSION CONCERNING THE FUTURE REVENUE ANALYSIS ISSUE BE READDRESSSED AT A FORMAL BOARD MEETING.

FORMAL MEETING

CONSENT CALENDAR

- C-1 Presentation of 1990 National Association of Counties Achievement Awards

RECOGNITION GIVEN TO INDIVIDUAL EMPLOYEES, VOLUNTEERS AND CORPORATE SPONSORS PARTICIPATING IN THE FOLLOWING PROGRAMS: INTENSIVE PROBATION SUPERVISION MODEL FOR DRUNKEN DRIVER OFFENDERS; LOW INCOME DENTAL CLINIC; SALMON FESTIVAL AT OXBOW PARK; WILLAMETTE RIVER BRIDGE CAPITAL AND PREVENTIVE MAINTENANCE PROGRAM; ENHANCING SERVICES TO MINORITY ELDERLY; AND THE ACUPUNCTURE DETOXIFICATION PROJECT.

- C-2 Presentation of Service Award Certificates to County Employees with 15, 20, 25, 30 and 35 Years of Service

AWARD CERTIFICATES AND PINS WERE PRESENTED TO SUSAN CLARK, LARRY HARDING, JOHN MILLER, ROBERT POTTS, PHILIP SOBER, JAMES STEGMILLER, MARILLOUISE ALLEN, SUSAN AYERS, LUCILLE BEIGHLEY, LYNNE GASKA, SHARON HOFFMANN, MARGARET ROSE JOHNSON, HENRY LAWSON, MURIEL STOECKER, ROBIN KIRKMAN, JIM LYNCH, JOHN REYNOLDS, JOSEPH ALLISON, MERLYN BRUNKOW, EDMOND DILLEY, JOHN EDGAR, IRVING EWEN, LAWRENCE FLETCHER, GILBERT GREELEY, VELDA HOWELL, GENE LANDIS, PENNY MALMQUIST, EUGENE RAMSEY, KENNETH ROUSETT, AND HAROLD STANKEY.

- C-3 In the Matter of Appointments of Bill Naito, Don Barney, Felicia Trader, Jolinda Osborne, Karen Hinsdale, Rebecca Halverson, William Failing, Yvonne Williams, Evelyn Crowell, Cliff Carlsen, Ursula LeGuin, Paul Millius, Floy Pepper and Juan Prats to the Library Advisory Board

THE CAPTIONED APPOINTMENTS WERE APPROVED. APPOINTEES WERE PRESENT TO RECEIVE COUNTY ACKNOWLEDGEMENT AND APPRECIATION. MR. NAITO ADVISED THIS IS THE BEGINNING OF A POSITIVE NEW ERA, AND THAT THE LIBRARY BOARD WOULD BE WORKING TOWARDS INTELLECTUAL FREEDOM AND INCREASED LIBRARY SERVICES.

- C-4 In the Matter of Appointments of J.A. (Rocky) Rodriques, Tom Mason, Joelle M. Gelao, Richard Orazetti and Dr. Ann Marie Collins to the Council on Chemical Dependency - Terms Expire 6/92

APPROVED.

C-5 In the Matter of Appointment of Dr. William MacFarlane to the DUII Advisory Board - Term Expires 6/92

APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-1 Request for Hearing to Consider Bids for Purchase of Tax Foreclosed Properties by Private Sale as Provided by ORS 275.200: Woodlawn Tax Lot #2, of Block 3 & 4, a Parcel of Land Approximately 9522 sq. ft., Acquired in 1985 and with a Current Market Value of \$2,000.00; and Railroad Shops Addition Tax Lot #16, of Lots 1 & 2, Block 3, a Parcel of Land Approximately 7 x 50 ft., Acquired in 1986 and with a Current Market Value of \$700.00.

PRIVATE SALE OF ABOVE CAPTIONED PROPERTIES  
APPROVED.

DEPARTMENT OF HUMAN SERVICES

HEALTH AND SOCIAL SERVICES DIVISIONS

R-2 Ratification of an Intergovernmental Agreement with Oregon Health Sciences University and Multnomah County, Health Division, for Support of the Cleve Allen Dental Center in the Delivery of Dental Care for Low Income County Residents

APPROVED.

R-3 Ratification of an Intergovernmental Agreement with Oregon State Public Health Laboratory and Multnomah County, Health Division, for Testing and Reporting Sera from Hepatitis Clients on an As-Needed Basis

APPROVED.

R-4 Ratification of Annual Renewal Intergovernmental Revenue Agreement with the City of Portland and Multnomah County, Social Services Division, for Burnside Projects Homeless Shelter for the Youth Program Office

APPROVED.

R-5 Ratification of Intergovernmental Revenue Agreement with the City of Portland and Multnomah County, Social Services Division, to Help Fund Homeless Shelter for Chronically Mentally Ill Clients for FY 90/91

APPROVED.

AGING SERVICES AND JUVENILE JUSTICE DIVISIONS

R-6 Ratification of Intergovernmental Agreement between State Senior and Disabled Services Division and Multnomah County, Aging Services Division, Implementing the Adult Transfer Authorized by Senate Bill 875 and Board Resolution 90-85

APPROVED.

R-7 Resolution In the Matter of Approving Policies and Operations for the Public Guardian's Office

RESOLUTION 90-111 APPROVED.

JUSTICE SERVICES  
SHERIFF'S OFFICE

R-8 Budget Modification MCSO #1 Requesting Transfer of \$25,000 from Corrections Professional Services to Personal Services and Materials and Services to Cover the Cost of Hiring .60 FTE Corrections Officer to Monitor Compliance with a Federal Court Order

APPROVED.

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UNANIMOUS CONSENT ITEM

C-6 In the Matter of Appointing David Boyer as Administrator of the Multnomah County Library Pension Plan

APPROVED.

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\* MR. JIM WEAVER APPRISED THE BOARD OF PROBLEMS HE HAS ENCOUNTERED WITH LAW ENFORCEMENT OFFICERS. VICE-CHAIR KAFOURY SUGGESTED MR. WEAVER CONTACT HER OFFICE STAFF FOR ASSISTANCE IN SEEING THAT HIS CONCERNS ARE BROUGHT TO THE ATTENTION OF THE CITY/COUNTY SECONDHAND DEALERS TASKFORCE.

\* CHAIR McCOY AND COUNTY COUNSEL LARRY KRESSEL DISCUSSED WHETHER THE FUTURE REVENUE ANALYSIS ISSUE NEEDS TO BE READDRESSSED IN A FORMAL SESSION.

0037C/1-5/dr  
7/26/90

MINUTES  
MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
JULY 26, 1990 MEETING

Chair Gladys McCoy convened the meeting at 9:30 a.m. with Vice-Chair Gretchen Kafoury, Commissioners Pauline Anderson, Rick Bauman and Sharron Kelley present.

**C-1      Presentation of 1990 National Association of Counties Achievement Awards**

Chair McCoy presented award certificates to the Department Managers of the following County programs: Intensive Probation Supervision Model for Drunken Driver Offenders; Low Income Dental Clinic; Salmon Festival at Oxbow Park; Willamette River Bridge Capital and Preventive Maintenance Program; Enhancing Services to Minority Elders; and the Acupuncture Detoxification Project.

Probation Services Director Wayne Salvo recognized the contributions of Reese Hoopes, Charleah Couckuyt, Terri Thorson, Ron Bogh, Gina Muhareb, Cathi Bain, Sherry Hastings, June Ross, Dianne Lewis, Jean Uzelac, Bonnie Scott, Darryl (Tim) Logan, John Turner and Oregon Traffic Safety, in connection with the Intensive Probation Supervision Model for Drunken Driver Offenders program.

Community Development Director Cecile Pitts discussed the need for greater health and dental services for low-income adults and children and recognized the contributions of Janet Hawkins, Barbara Sullivan-Hoem and Rick Schwartz of Gresham, and Marge Jozsa and Dr. Richard Abrahamson, in connection with the Low Income Dental Clinic program.

Neighborhood Health Clinic Director Marge Jozsa advised that Boeing renewed its grant for another year so the program will be expanded to NW Medical Teams in addition to the Mt. Hood Community College site; and that the melding of private and public funds for the grass roots organization symbolizes the true meaning of the clinic name, "neighbor to neighbor".

Vice-Chair Kafoury acknowledged that the late Commissioner Polly Casterline and her staff were instrumental in getting this program started.

Parks Services Division Superintendent Charles Ciecko related that the Salmon Festival began as a 1 day event 7 years ago with 100 people in attendance and has grown to a 2 day event with 7,500 visitors. Mr. Ciecko recognized the contributions of Oregon Trout, Portland Audubon Society, Farmers Plant Aid, Jujutsu of Oregon, Athletics East, Safeway, the Deli Barn; Oxbow Park staff members including Jim Lind, Deb Scrivens; and the 75 to 100 volunteers who make the annual Salmon Festival at Oxbow Park event a reality.

Bridges Manager Stan Ghezzi recognized the contributions of the Department of Environmental Services administration, engineering and support personnel, and Bridges Maintenance Manager Bart Bonney, in connection with the Willamette River Bridge Capital and Preventive Maintenance Program.

Community Services Manager June Schumann advised the Minority Services Taskforce consisting of senior advocates from 9 ethnic minorities was established a year ago; that Essie Green was hired a month ago as Minority Program Coordinator; and that the Aging Services Division has developed multi-cultural joint programs in connection with the Enhancing Services to Minority Elders program.

Minority Services Committee Chair Sue Sakai related that 2 years ago the County had the foresight to recognize that minority elderly were not accessing available services, and advised that the Minority Taskforce has identified specific needs and made recommendations which are beginning to be implemented. Ms. Sakai recognized Minority Taskforce members Vince Wannassee, representing the American Indian Federation, and Victor Leo, representing the Chinese Community.

Alcohol and Drug Program Manager Norma Jaeger advised she was pleased to be part of this celebration of excellence based on the County's commitment to community services and creativity in planning and developing programs for those with special needs. Ms. Jaeger recognized the contributions and partnership of Dr. Donald Hendrick and Central City Concern, and Dr. David Isen and the Hooper Memorial Detox Center in connection with the Acupuncture Detoxification Project.

Dr. David Isen recognized the contributions of Dr. Sheila Moran, Arlette Sieckman, Ellan Shefi, Phil Fenske, Nigel Adler, Jeanette Dodge, Norma Jaeger and Mary Lou Jacobs.

**C-2 Presentation of Service Award Certificates to County Employees with 15, 20, 25, 30 and 35 Years of Service**

General Services Director Linda Alexander called the names and Chair McCoy presented award certificates and pins or necklaces to the following employees: Susan Clark - 15 years/Social Services; Larry Harding - 20 years/Juvenile Court; John Miller - 15 years/Juvenile Court; Robert Potts - 35 years/Juvenile Court; Philip Sober - 20 years/Juvenile Court; James Stegmiller - 20 years/Juvenile Court; Marilouise Allen - 25 years/Purchasing; Susan Ayers - 15 years/Employee Services; Lucille Beighley - 15 years/Elections; Lynne Gaska - 15 years/Assessment & Taxation; Sharon Hoffmann - 20 years/Information Services; Margaret Rose Johnson - 15 years/Assessment & Taxation; Henry Lawson - 20 years/Assessment & Taxation; Muriel Stoecker - 15 years/Assessment & Taxation; Robin Kirkman - 20 years/Information Services; Jim Lynch - 20 years/Assessment & Taxation; John Reynolds - 20 years/Central Stores & Purchasing; Joseph Allison - 20 years/Transportation; Merlyn Brunkow - 25 years/Facilities Management; Edmond Dilley - 25 years/Fleet; John Edgar - 15 years/Transportation; Irving Ewen - 30 years/Planning & Development; Lawrence Fletcher - 20 years/Transportation; Gilbert Greeley - 20 years/Transportation; Velda Howell - 20 years/Transportation; Gene Landis - 25 years/Parks; Penny Malmquist - 15 years/Emergency Management; Eugene Ramsey - 25 years/Facilities Management; Kenneth Rousett - 25 years/Transportation; and Harold Stankey - 15 years/Facilities Management.

Ms. Alexander recognized the assistance of Training Coordinator Sara Martin and Employee Services Crystal Robinson in coordinating this presentation.

C-3 In the Matter of Appointments of Bill Naito, Don Barney, Felicia Trader, Jolinda Osborne, Karen Hinsdale, Rebecca Halverson, William Failing, Yvonne Williams, Evelyn Crowell, Cliff Carlsen, Ursula LeGuin, Paul Millius, Floy Pepper and Juan Prats to the Library Advisory Board

UPON MOTION of Commissioner Bauman, seconded by Commissioner Kafoury, C-3 was UNANIMOUSLY APPROVED.

Chair McCoy and the Board expressed appreciation to the assembled appointees.

Library Advisory Board Chair Bill Naito advised that this is the beginning of a positive new era, and that the Library Board would be working towards intellectual freedom and increased library services.

C-4 In the Matter of Appointments of J.A. (Rocky) Rodriques, Tom Mason, Joelle M. Gelao, Richard Orazetti and Dr. Ann Marie Collins to the Council on Chemical Dependency - Terms Expire 6/92

UPON MOTION of Commissioner Bauman, seconded by Commissioner Kafoury, C-4 was UNANIMOUSLY APPROVED.

C-5 In the Matter of Appointment of Dr. William MacFarlane to the DUII Advisory Board - Term Expires 6/92

UPON MOTION of Commissioner Kafoury, seconded by Commissioner Anderson, C-5 was UNANIMOUSLY APPROVED.

R-1 Request for Hearing to Consider Bids for Purchase of Tax Foreclosed Properties by Private Sale as Provided by ORS 275.200: Woodlawn Tax Lot #2, of Block 3 & 4, a Parcel of Land Approximately 9522 sq. ft., Acquired in 1985 and with a Current Market Value of \$2,000.00; and Railroad Shops Addition Tax Lot #16, of Lots 1 & 2, Block 3, a Parcel of Land Approximately 7 x 50 ft., Acquired in 1986 and with a Current Market Value of \$700.00.

Commissioner Anderson moved and Commissioner Bauman seconded, for approval of R-1.

Tax Title Unit Manager Larry Baxter advised he had heard no objections to the proposed sale. No one wished to testify at the hearing.

UPON MOTION of Commissioner Anderson, seconded by Commissioner Kafoury, it was UNANIMOUSLY APPROVED that the language for the Railroad Shops parcel be added to the R-1 agenda property description.

R-1 was UNANIMOUSLY APPROVED. (Orders 90-120 & 90-121.)

- R-2      Ratification of an Intergovernmental Agreement with Oregon Health Sciences University and Multnomah County, Health Division, for Support of the Cleve Allen Dental Center in the Delivery of Dental Care for Low Income County Residents

UPON MOTION of Commissioner Bauman, seconded by Commissioner Anderson, R-2 was UNANIMOUSLY APPROVED.

- R-3      Ratification of an Intergovernmental Agreement with Oregon State Public Health Laboratory and Multnomah County, Health Division, for Testing and Reporting Sera from Hepatitis Clients on an As-Needed Basis

UPON MOTION of Commissioner Bauman, seconded by Commissioner Anderson, R-3 was UNANIMOUSLY APPROVED.

- R-4      Ratification of Annual Renewal Intergovernmental Revenue Agreement with the City of Portland and Multnomah County, Social Services Division, for Burnside Projects Homeless Shelter for the Youth Program Office

UPON MOTION of Commissioner Bauman, seconded by Commissioner Anderson, R-4 was UNANIMOUSLY APPROVED.

- R-5      Ratification of Intergovernmental Revenue Agreement with the City of Portland and Multnomah County, Social Services Division, to Help Fund Homeless Shelter for Chronically Mentally Ill Clients for FY 90/91

UPON MOTION of Commissioner Bauman, seconded by Commissioner Anderson, R-5 was UNANIMOUSLY APPROVED.

- R-6      Ratification of Intergovernmental Agreement between State Senior and Disabled Services Division and Multnomah County, Aging Services Division, Implementing the Adult Transfer Authorized by Senate Bill 875 and Board Resolution 90-85

Commissioner Kelley submitted copies of a June 1, 1990 memorandum she received from the City/County Advisory Committee on the Disabled.

UPON MOTION of Commissioner Kelley, seconded by Commissioner Anderson, R-6 was UNANIMOUSLY APPROVED.

- R-7      Resolution In the Matter of Approving Policies and Operations for the Public Guardian's Office

UPON MOTION of Commissioner Kelley, seconded by Commissioner Anderson, Resolution 90-111 was UNANIMOUSLY APPROVED.

- R-8      Budget Modification MCSO #1 Requesting Transfer of \$25,000 from Corrections Professional Services to Personal Services and Materials and Services to Cover the Cost of Hiring .60 FTE Corrections Officer to Monitor Compliance with a Federal Court Order

UPON MOTION of Commissioner Kafoury, seconded by Commissioner Kelley, R-8 was UNANIMOUSLY APPROVED.

UPON MOTION of Commissioner Bauman, seconded by Commissioner Kelley, on a roll call vote, CONSIDERATION of C-6 was UNANIMOUSLY APPROVED.

C-6 In the Matter of Appointing David Boyer as Administrator of the Multnomah County Library Pension Plan

UPON MOTION of Commissioner Anderson, seconded by Commissioner Kelley, on a roll call vote, C-6 was UNANIMOUSLY APPROVED.

In other business, Jim Weaver, owner of Abe's Secondhand Shop, submitted copies of written testimony to the Board and apprised the Board of problems he has encountered with law enforcement officers in conducting his business.

Commissioner Kafoury suggested that Mr. Weaver contact her office staff for assistance in seeing that his concerns are brought to the attention of the City/County Secondhand Dealers Taskforce.

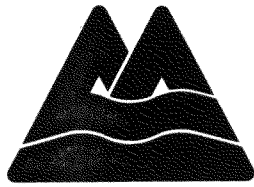
In other business, Chair McCoy and County Counsel Larry Kressel discussed whether the future revenue analysis issue needs to be readdressed in a formal Board session.

There being no further business, the meeting was adjourned at 10:45 a.m.

OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON

By DEBORAH C. ROGERS

0037C/6-10/dr



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
ROOM 605, COUNTY COURTHOUSE  
1021 S.W. FOURTH AVENUE  
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308  
PAULINE ANDERSON • DISTRICT 1 • 248-5220  
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219  
RICK BAUMAN • DISTRICT 3 • 248-5217  
SHARRON KELLEY • DISTRICT 4 • 248-5213  
JANE McGARVIN • Clerk • 248-3277

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

#### FOR THE WEEK OF

July 23 - 27, 1990

Tuesday, July 24, 1990 - 9:30 AM - Informal Briefings. . . .Page 2  
Tuesday, July 24, 1990 - 1:30 PM - Informal Briefings. . . .Page 2  
Thursday, July 26, 1990 - 9:30 AM - Formal Meeting . . . .Page 3

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

Thursday, 10:00 PM, Channel 11 for East and West side subscribers

Friday, 6:00 PM, Channel 27 for Paragon Cable (Multnomah East) subscribers

Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

Tuesday, July 24, 1990 - 9:30 AM

Multnomah County Courthouse, Room 602

INFORMAL BRIEFINGS

1. Briefing on implementation of County Program Evaluation Plan - Presented by Merlin Reynolds and members of County Program Evaluation Team
  2. Briefing on planning efforts related to the Great Start Plan and request for directions for County Prevention efforts - Presented by members of the Prevention Committee of the Children and Youth Services Commission and Sharon McCluskey
  3. Briefing on Regulating Neighborhood Relations of Residential Care Facilities following passage of the Federal Fair Housing Act and Oregon H.B. 2289 - Presented by Jim McConnell and Steve Balog
  4. Briefing on update of Multnomah County Administrative Rules for Adult Housing Program to comply with State requirements - Presented by Jim McConnell and Steve Balog
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Tuesday, July 24, 1990 - 1:30 PM

Multnomah County Courthouse, Room 602

INFORMAL BRIEFINGS

5. Briefing regarding Metro's Solid Waste Reduction Plan and the roles of the County and cities in the implementation of the plan - Presented by Steve Krafen, Joanne Garnett, Linda Kotta, Bruce Walker - TIME CERTIN 1:30
6. Update on cooperative project with Tri-Met to encourage use of mass transit and alternative activities to cruising - Presented by Carolyn Marks Bax
7. Informal Review of Formal Agenda of July 26, 1990

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

Thursday, July 26, 1990 - 9:30 AM

Multnomah County Courthouse, Room 602

FORMAL MEETING

CONSENT CALENDAR

- C-1 Presentation of 1990 National Association of Counties Achievement Awards
- C-2 Presentation of Service Award Certificates to County employees with 15, 20, 25, 30 and 35 years of service
- C-3 In the Matter of Appointments of Bill Naito, ~~Bruce Ward~~, Don Barney, Felicia Trader, Jolinda Osborne, Karen Hinsdale, Rebecca Halverson, William Failing, Yvonne Williams, Evelyn Crowell, Cliff Carlsen, Ursula LeGuin, Paul Millius, Floy Pepper and Juan Prats to the Library Advisory Board
- C-4 In the Matter of Appointments of J.A. (Rocky) Rodriques, Tom Mason, Joelle M. Gelao, Richard Orazetti and Dr. Ann Marie Collins to the Council on Chemical Dependency - Terms expire 6/92
- C-5 In the Matter of Appointment of Dr. William MacFarlane to the DUII Advisory Board - Term expires 6/92

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-1 Request for hearing to consider bids for purchase of tax foreclosed property by private sale as provided by ORS 275.200: Woodlawn Tax Lot #2, of Block 3 & 4, a parcel of land approximately 9522 sq. ft., acquired in 1985 and with a current market value of \$2,000.00

+ Red Road

DEPARTMENT OF HUMAN SERVICES

Health and Social Services Divisions

- R-2 Ratification of an Intergovernmental Agreement with Oregon Health Sciences University and Multnomah County, Health Division, for support of the Cleve Allen Dental Center in the delivery of dental care for low income County Residents
- R-3 Ratification of an Intergovernmental Agreement with Oregon State Public Health Laboratory and Multnomah County, Health Division, for testing and reporting sera from hepatitis clients on an as-needed basis
- R-4 Ratification of annual renewal Intergovernmental Revenue Agreement with the City of Portland and Multnomah County, Social Services Division, for Burnside Projects Homeless Shelter for the Youth Program Office

Health and Social Services (continued)

- R-5      Ratification of Intergovernmental Revenue Agreement with the City of Portland and Multnomah County, Social Services Division, to help fund homeless shelter for chronically mentally ill clients for FY 90/91

Aging Services and Juvenile Justice Divisions

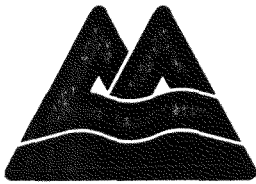
- R-6      Ratification of Intergovernmental Agreement between State Senior and Disabled Services Division and Multnomah County, Aging Services Division, implementing the Adult Transfer authorized by Senate Bill 875 and Board Resolution 90-85
- R-7      Resolution In the Matter of Approving Policies and Operations for the Public Guardian's Office

JUSTICE SERVICES

SHERIFF'S OFFICE

- R-8      Budget Modification MCSO #1 requesting transfer of \$25,000 from Corrections Professional Services to Personal Services and Materials and Services to cover the cost of hiring .60 FTE Corrections Officer to monitor compliance with a federal court order

0702C/17-20  
7/19/90  
cap



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
ROOM 605, COUNTY COURTHOUSE  
1021 S.W. FOURTH AVENUE  
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JANE McGARVIN • Clerk • 248-3277

## NOTICE OF JUVENILE JUSTICE FACILITY

### PUBLIC HEARING

JULY 31, 1990

The Multnomah County Board of Commissioners will hold a public hearing for the purpose of taking testimony and public input on issuance of general obligation bonds of Multnomah County. The bond will finance construction of a new Juvenile Justice Facility including juvenile detention, juvenile justice administration, district attorney and counselors offices, and courtroom space.

The public hearing will begin with an update by the County's Departmental staff followed by public testimony on:

TUESDAY, JULY 31, 1990  
at 9:30 A.M.  
MULTNOMAH COUNTY COURTHOUSE  
1021 S.W. 4th. Avenue, Room 602  
Portland, Oregon

At the conclusion of the public hearing the Multnomah County Board of Commissioners will determine whether to submit the question of issuing and selling general obligation bonds not to exceed \$23.8 million to the voters at the September 18, 1990 election.

All interested persons may attend the hearing and will be given a reasonable opportunity to be heard.



# MULTNOMAH COUNTY OREGON

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JANE McGARVIN • Clerk • 248-3277

## SUPPLEMENTAL AGENDA

Thursday, July 26, 1990 - 9:30 AM

Multnomah County Courthouse, Room 602

### UNANIMOUS CONSENT

C-6

In the Matter of Appointing David Boyer as Administrator  
of the Multnomah County Library Pension Plan

0702C/21  
7/23/90  
cap

Meeting Date: JUL 26 1990

Agenda No.: C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: NACo 1990 Achievement Awards Presentations

BCC Informal \_\_\_\_\_ BCC Formal 7/26/90  
(date) (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Fred Neal/Teri Duffy TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION \_\_\_\_\_

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 20 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Presentation of 1990 National Association of Counties Achievement Awards

BOARD OF  
COUNTY COMMISSIONERS  
1990 JUL 18 AM 9:50  
MULTI-COUNTY  
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCoy

Or

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

(All accompanying documents must have required signatures)



## GLADYS McCOY, Multnomah County Chair

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

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

TO: Commissioner Pauline Anderson  
Commissioner Rick Bauman  
Commissioner Gretchen Kafoury  
Commissioner Sharron Kelley

FROM: Teri Duffy  
Public Information Officer *Teri*

DATE: July 24, 1990

RE: 1990 National Association of Counties Program  
Achievement Awards

At this year's Annual NACo Conference, Multnomah County was presented with six program achievement awards. These national awards recognize Multnomah County for improving the organization, management, services and functions of our County government.

The Achievement Award Program not only recognizes Multnomah County and our employees, but also provides NACo's Research Department an extensive data bank and a central source of information of successful county programs which are then shared with other counties.

The following programs have been recognized:

1. Intensive Probation Supervision Model for Drunken Driver Offenders, Department of Community Corrections
2. Low Income Dental Clinic, Department of Environmental Services.
3. Salmon Festival at Oxbow Park, Department of Environmental Services
4. Willamette River Bridge Capital and Preventive Maintenance Program, Department of Environmental Services
5. Acupuncture ~~De~~toxification Program, Department of Human Services
6. Enhancing Services to Minority Elders, Department of Human Services

Memorandum BCC  
July 24, 1990  
Page 2

In addition to formally recognizing program managers and their staff at Thursday's board meeting, press releases have been sent to the local media; a story and group photo will be published in the next issue of Bylines; Multnomah Cable Access will produce two 30-minute "County Lines" documentary Cable TV films highlighting these valuable County programs; and permanent plaques of recognition will be displayed in a highly visible area of the Courthouse.

cc: Gladys McCoy  
Grant Nelson  
Paul Yarborough  
Duane Zussy



## GLADYS McCOY, Multnomah County Chair

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

### MULTNOMAH COUNTY 1990 NACo ACHIEVEMENT AWARD WINNERS

1. Intensive Probation Supervision Model for Drunken Driver Offenders Dept. of Community Corrections Wayne Salvo
2. Low Income Dental Clinic Dept. of Environmental Services Cecile Pitts
3. Salmon Festival at Oxbow Park Dept. of Environmental Services Charlie Cieko
4. Willamette River Bridge Capital and Preventive Maintenance Program Dept. of Environmental Services Stan Ghezzi
5. Enhancing Services to Minority Elders Dept. of Human Services June Schumann
6. Acupuncture Detoxification Project Dept. of Human Services Norma Jaeger

Meeting Date: JUL 26 1990

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: SERVICE AWARDS

BCC Informal \_\_\_\_\_ BCC Formal July 26, 1990  
(date) (date)

DEPARTMENT DGS DIVISION EMP SERVICES

CONTACT SARA MARTIN TELEPHONE 5015

PERSON(S) MAKING PRESENTATION GLADYS MCCOY

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 9:30 a.m. TIME CERTAIN

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

15, 20, 25, 30 and 35 year persons will be presented with certificate of years of service and service award. APPROXIMATE 30 TO RECEIVE CERTIFICATE AND AWARD.

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER Linda Alexander

(All accompanying documents must have required signatures)

JUVENILE COURT

JOHN MILLER 15 Yr PIN

LARRY HARDING 20 Yr PIN

PHILIP SOBER 20 NECKLACE

JAMES STEGMILLER 20 Yr PIN

ROBERT POTTS 35 Yr PIN

\*\*\*\*\*

DGS/EMPLOYEE SERVICES

SUE AYERS 15 Yr PIN

\*\*\*\*\*

DHS/SOCIAL SERVICES ADMINISTRATION

SUSAN CLARK 15 Yr NECKLACE

\*\*\*\*\*

\*\*\*\*\*

ISD

SHARON HOFFMAN 20 Yr PIN

ROBIN KIRKMAN 20 Yr NECKLACE (Pin ?)

\*\*\*\*\*

DGS ELECTIONS

LUCILLE BEIGHLEY <sup>15</sup>/<sub>20</sub> YR NECKLACE

\*\*\*\*\*

DGS A&T

LYNNE GASKA 20 YR PIN

MARGARET R. JOHNSON 15 YR NECKLACE

MURIEL E. STOECKER 15 YR PIN

CONTINUED DGS A&T

HENRY LAWSON 20 YR PIN

JAMES LYNCH 20 YR PIN

\*\*\*\*\*

DES

HAROLD STANKEY 15 YR PIN

JOSEPH ALLISON 20 YR PIN

LAWRENCE FLETCHER 20 YR NECKLACE

GILBERT GREELY 20 YR NECKLACE

VELDA HOWELL 20 YR PIN

MERLYN BRUNKOW 25 YR NECKLACE

EDMOND DILLEY 25 YR NECKLACE

GENE LANDIS 25 YR PIN

EUGENE RAMSEY 25 YR NECKLACE

KENNETH ROUSETT 25 YR PIN

IRVING EWEN 30 YR PIN

RICHARD LULAY 35 YR PIN

Meeting Date: JUL 26 1990

Agenda No.: C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Appointments to Library Advisory Board

BCC Informal \_\_\_\_\_ (date) BCC Formal 7/26/90 (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Judy Boyer, Fred Neal TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION \_\_\_\_\_

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Appointments to Library Advisory Board: Bill Naito, Bruce Ward, Don Barney, Felicia Trader, Jolinda Osborne, Karen Hinsdale, Rebecca Halverson, William Failing, Yvonne Williams, Evelyn Crowell, Cliff Carlsen, Ursula LeGuin, Paul Millius, Floy Pepper, Juan Prats

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

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

(All accompanying documents must have required signatures)

1990 JUL 19 AM 11:44  
CLINTON COUNTY  
OREGON

LIBRARY ADVISORY BOARD

Bill Naito, Chair  
Norcrest China Company  
PO Box 3458  
Portland 97208

Evelyn I. Crowell  
5036 N. E. 14th Pl  
Portland 97211

Bruce Ward  
Gunderson, Inc.  
4350 N. W. Front Avenue  
Portland 97210

Cliff Carlsen, Jr.  
111 S. W. Fifth Ave  
Portland 97204

Don Barney  
211 S. W. 5th Ave, Ste 2100  
Portland 97204

Ursula LeGuin  
3321 N. W. Thurman  
Portland 97210

Felicia Trader  
City of Portland  
1120 S. W. 5th, Rm 702  
Portland 97204

Paul Millius  
3355 N. E. Davis  
Portland 97232

Jolinda Osborne  
639 N. E. 100th Ave  
Portland 97220

Floy Pepper  
10809 N. E. Fremont  
Portland 97220

Karen Hinsdale  
Henry Hinsdale Wines, Inc.  
P. O. Box 7747  
Salem, OR 97303

Juan Prats  
HISPANIC NEWS  
9203 S. E. Francis  
Portland 97266

Rebecca Halverson  
Gresham Realty  
221 E. Powell Blvd  
Gresham, OR 97030

William Failing  
Classical Music Syndication  
1708 S. W. Hawthorne Terrace  
Portland 97201

Yvonne Williams  
705 North Killingsworth  
Portland 97217

5817G

Meeting Date: JUL 26 1990

Agenda No.: C-4 + C-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Appointments to Boards & Commissions

BCC Informal \_\_\_\_\_ (date) BCC Formal 7/26/90 (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Judy Boyer TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION \_\_\_\_\_

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Appointments to Council on Chemical Dependency/Terms expire 6/92:

C-4 J. A. (Rocky) Rodriques, Tom Mason, Joelle M. Gelao, Richard Orazetti,  
Dr. Ann Marie Collins

Appointment to DUII Advisory Board/Terms expire 6/92:

C-5 Dr. William MacFarlane

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCay

Or

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

(All accompanying documents must have required signatures)

CLERK OF  
COUNTY COMMISSIONERS  
JUL 19 AM 11:44  
MULTNOMAH COUNTY  
OREGON



## MULTNOMAH COUNTY OREGON

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

B. Name JOVINO A. (ROCKY) RODRIGUEZ

Address 1417 SW WALLULA DRIVE

City GRESHAM State OR Zip 97080

Do you live in \_\_\_\_\_ unincorporated Multnomah County or X a city within Multnomah County.

Home Phone (503) 665-6512

C. Current Employer MID-COLUMBIA CENTER FOR LIVING

Address 1235 STATE ST.

City HOOD RIVER State OR Zip 97031

Your Job Title A&D and MENTAL HEALTH COUNSELOR

Work Phone (503) 386-2620 (Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes \_\_\_\_\_ No X

D. Previous Employers Dates Job Title

US ARMY 11-11-56 - 10-30-83

US POSTAL SERVICE 5-24-85 - 10-27-89 ACTING SUPER

MID-COLUMBIA CTR FOR LIVING 3/5/90 TO Present

DIRECTOR HISPANIC MINISTRY 6/15/89 - TO Present

CONTACT:

Judy Boyer

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

PORTLAND, OREGON 97204

(503) 248-3308

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

Name of Organization	Dates	Responsibilities
GRESHAM HUMAN RELATIONS COMMITTEE	1988-	COMMITTEE MBR.
FARM WORKERS HEALTH ACCESS PROJECT	1988	PROMOTE HEALTH ISSUES

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
WESTERN CONSERVATIVE BAPTIST SEMINARY	1986-1988	MA - COUNSELING
WESTERN CONSERVATIVE BAPTIST SEMINARY	1984-1986	MA - CROSS CULTURAL COMMUNICATIONS
UNIVERSITY OF MARYLAND	1982	B.A. - SPANISH GERMAN

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

LOLA BURGE 451 NW FIRST, GRESHAM, OR 97030 TEL # 669-8350

RICK SCHWARTZ 451 NW FIRST, Gresham, OR 97030 TEL # 669-8350

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

I am presently employed as a mental health and alcohol and drug therapist

I. Affirmative Action Information

M HISPANIC  
sex / racial ethnic background

birth date: Month 3 Day 5 Year 38

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

Signature JA Rodriguez Date 5/6/90



# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Council on Chemical Dependency

- B. Name Dr. Ann Marie Collins

Address 1331 NW Eastman Parkway

City Gresham State OR Zip 97030-3825

Do you live in \_\_\_\_\_ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone (503) 255-4931

- C. Current Employer Gresham Grade and Barlow-Gresham High School Districts

Address 1331 NW Eastman Parkway

City Gresham State OR Zip 97030-3825

Your Job Title Director of Curriculum & Program Evaluation

Work Phone 669-2607 (Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes ☒ No \_\_\_\_\_

- D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

Portland Public Schools

1955-1978

Principal

CONTACT:

Judy Boyer

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

PORTLAND, OREGON 97204

(503) 248-3308

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

Name of Organization	Dates	Responsibilities
St. Theresa Church	1962-65	Woman's Council

**F. Please list all post-secondary school education.**

Name of School	Dates	Degree/Course of Study
Nova University	1975-1978	Ed.D
University of Oregon	1978-1979	School Administration
Portland State University	1955-1975	M.S./School of Education
Western Montana College	Ed. 1050-54	B.S./School of Education

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

Lyn Hingson	248-3691
Jim Carlile	669-2484

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

None

**I. Affirmative Action Information**

F Caucasian  
sex / racial ethnic background

birth date: Month 07 Day 02 Year 32

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

Signature Ann Marie Coelen Date June 27, 1990

lom  
6/83

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

Name of Organization	Dates	Responsibilities
<i>St. Theresa Church</i>	<i>1962-65</i>	<i>Woman's Council</i>

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
<i>Nova University</i>	<i>1975-1978</i>	<i>Ed.D</i>
<i>University of Oregon</i>	<i>1978-1979</i>	<i>School Administration</i>
<i>Portland State University</i>	<i>1955-1975</i>	<i>M.S./School of Education</i>
<i>Western Montana College Ed.</i>	<i>1950-54</i>	<i>B.S./School of Education</i>

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

<i>Lyn Hingson</i>	<i>248-3691</i>
<i>Jim Carlile</i>	<i>669-2484</i>

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

<i>None</i>

I. Affirmative Action Information

*F* *Caucasion*  
sex / racial ethnic background

birth date: Month *07* Day *02* Year *32*

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

Signature *Ann Marie Collins* Date *June 27, 1990*



# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Multnomah Council of Chemical Dependency

- B. Name Richard Orazetti

Address 12240 N.E. Glisan

City Portland State Oregon Zip 97230

Do you live in no unincorporated Multnomah County or no a city within Multnomah County.

Home Phone 645-3494

- C. Current Employer Multnomah County Sheriff's Office

Address 12240 N.E. Glisan

City Portland, State Oregon Zip 97230

Your Job Title Sgt. Manager of Crime Prevention/Analysis Unit

Work Phone 251-2428 (Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes xxxx No \_\_\_\_\_

- D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

Been with the Sheriff's Office for 26 years.

CONTACT:

*Judy Boyer*

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

PORTLAND, OREGON 97204

(503) 248-3308

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

<u>Name of Organization</u>	<u>Dates</u>	<u>Responsibilities</u>
Crime Prevention Association of Ore.	1979 --	President for two years Board for 3 years active member now
<hr/>		
Davis Douglas high School/ Business Partner ship	1989 --	

F. Please list all post-secondary school education.

<u>Name of School</u>	<u>Dates</u>	<u>Degree/Course of Study</u>
Michigan State Un.	1964	B.S./ Police Administration
Western Oregon States Co.	1974	M.S./ Education of Deprive & Disadvan.

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

Bart Whalen 251-2403

Charles Fessler 251-2420

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

none that I am aware of.

I. Affirmative Action Information

M C  
sex / racial ethnic background

birth date: Month 01 Day 11 Year 1938

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

Signature Richard Orayeth Date 6-18-90



# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Multnomah Council on Chemical Dependency

- B. Name Joelle Marie Gelao

Address 4110 NE 41st Avenue

City Portland State Oregon Zip 97211

Do you live in \_\_\_\_\_ unincorporated Multnomah County or yes a city within Multnomah County.

Home Phone (503) 288-3159

- C. Current Employer Mt. Hood Community Mental Health Center

Address 400 NE Seventh

City Gresham State Oregon Zip 97030

Your Job Title Mental Health Specialist/Family Services Consultant

Work Phone 661-5455 (Ext) 33

Is your place of employment located in Multnomah County? Yes XX No \_\_\_\_\_

- D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

Minnesota Security Hospital 7/82 - 12/86 Social Worker

CONTACT:

*Judy Boyer*

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

PORTLAND, OREGON 97204

(503) 248-3308

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

Name of Organization	Dates	Responsibilities
Heritage Center/Maplewood, MN	7/81 - 9/81	Camp Counselor
Nativity School/St. Paul MN	6/80 - 8/80	Assistant Teacher

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Mankato State University	1979-1982	Bachelor of Science in Social Work Bachelor of Science in Psychology
Mankato State University/Community Counseling Program	1984-1986	

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

Felicia McCarthy, M.Ed.	661-5455
Ralph Bramucci, Ph.D.	661-5455

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

None that I am aware of

I. Affirmative Action Information

Female/Caucasian

sex / racial ethnic background

birth date: Month 2 Day 21 Year 59

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

Signature Jayle M. Balar Date June 13, 1990



# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Chemical Dependency

- B. Name Thomas Mason

Address 4919 N.E. 36th Ave.

City Portland State Oregon Zip 97211

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

Home Phone 282-6206

- C. Current Employer United Couriers Inc.

Address 7911 N.E. 33rd Dr.

City Portland State Oregon Zip 97211

Your Job Title Courier

Work Phone 281-7877 (Ext)

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

D. Previous Employers	Dates	Job Title
Interport, U.S.A. Inc.	1980-1982	Clerk
J.C. Garden Center	1986-1988	Inventory Control
Stay-Clean, Inc.	1987-1990	Executive Director

CONTACT:

*Judy Bayer*

GLADYS McCOY, MULTNOMAH COUNTY CHAIR  
1021 SW 4TH, ROOM 134  
PORTLAND, OREGON 97204  
(503) 248-3308

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

Name of Organization	Dates	Responsibilities
Community Corrections Advisory Committee	1989	Member
African-American Health Coalition	1989	Member
Forum For Community Transformation	1990	Member

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Federal City College	1969-1972	Urban Affairs
South Seattle Community College	1978-1980	Quality Control

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

Elizabeth A. Waters (Black United Fund) P.O. Box 12406 Ptld., OR 97212 (282-7973)

Johnetta Burkett 3425 N.E. Ainsworth St. Ptld., OR 97211 (282-7146)

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

No Potential Conflicts

I. Affirmative Action Information

M Afro-American  
sex / racial ethnic background

birth date: Month 7 Day 31 Year 36

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

Signature

*Thomas Mann*

Date

6-28-90



# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

DUII Advisory Board

- B. Name Dr. William Mac Farlane

Address 16256 S. Hattan Road

City Oregon City State Oregon Zip 97045

Do you live in no unincorporated Multnomah County or no a city within Multnomah County.

Home Phone 631-2933

- C. Current Employer Multnomah Education Service District

Address 11611 NE Ainsworth Circle

City Portland State Oregon Zip 97220

Your Job Title Director, Alternative Schools Department

Work Phone 257-1652 (Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes X No \_\_\_\_\_

- | D. Previous Employers            | Dates          | Job Title             |
|----------------------------------|----------------|-----------------------|
| <u>Sandy Union High School</u>   | <u>1972-79</u> | <u>Principal</u>      |
| <u>Redland Elementary School</u> | <u>1961-72</u> | <u>Vice Principal</u> |

CONTACT:

GLADYS McCOY, MULTNOMAH COUNTY CHAIR  
1021 SW 4TH, ROOM 134  
PORTLAND, OREGON 97204  
(503) 248-3308

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

Name of Organization	Dates	Responsibilities
St. Johns Parade	1985-1990	Equestrian Judge
Portland Rose Festival	1985-1990	Work with Equestrian Division

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Oregon State University	1952-56	B.S.
Oregon State University	1964	Masters, Education
Oregon State University	1979-81	Doctorate (Ed.D.)

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

Dr. Jim Jacobson	11611 NE Ainsworth Circle, Portland
Jim Ylvisaker	11611 NE Ainsworth Circle, Portland

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

None

I. Affirmative Action Information

M W  
sex / racial ethnic background

birth date: Month Nov Day 3 Year 1934

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

Signature [Signature] Date 4/3/90

Meeting Date: JUL 26 1990

Agenda No.: C-6

(Above space for Clerk's Office Use)

.....  
UNANIMOUS Consent

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Appointment of Administrator for Multnomah County  
Library Pension Plan

BCC Informal \_\_\_\_\_ (date) BCC Formal 7/26/90 (date)

DEPARTMENT Nondepartmental DIVISION County Counsel's Office

CONTACT John DuBay TELEPHONE X-3138

PERSON(S) MAKING PRESENTATION John DuBay

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

In the matter of Appointing David Boyer as Administrator of the  
Multnomah County Library Pension Plan

CLERK OF  
COUNTY COMMISSIONERS  
1990 JUL 28 AM 11:40  
MULTNOMAH COUNTY  
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Meady McCaff  
Or

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

(All accompanying documents must have required signatures)

NAME

Jeff Wolfstone

counsel Date 7/26  
for

Emmanuel Hospital

ADDRESS

520 S.W. Yamhill, Ste 800

Street

Portland, OR

City

97204

Zip

I wish to speak on Agenda Item #

R-1

Subject

RE SHOPS ALL TH 16 of

✓ FOR

AGAINST

Lots 1+2

LSL by Emanuel (\$100)  
Hospital

BLK 3

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date JUL 26 1990  
Agenda No. R-1

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: Private Sale

Informal Only\* \_\_\_\_\_

Formal Only \_\_\_\_\_

DEPARTMENT Environmental Services

DIVISION Tax Title

CONTACT Larry Baxter

TELEPHONE 248-3590

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Larry Baxter

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

Request hearing on July 26, 1990 to consider bids for purchase of the following tax foreclosed property by private sale as provided by ORS 275.200:

WOODLAWN TAX LOT #2 OF BLOCK 3 & 4

Acquired in 1985 subject property is a parcel of land approximately 9522 square feet. It was offered at a public sale in July 1987. Current Market Value is \$2,000.00

RAILROAD SHOPS ADD TAX LOT #16, OF LOTS 1 & 2, BLOCK 3

Acquired in 1986 subject property is an unbuildable strip of land approximately 7 x 50 feet. Current market value is \$700.00

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

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

[X] FISCAL/BUDGETARY

[X] General Fund

Other Tax Title

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET/PERSONNEL: \_\_\_\_\_

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

OTHER [Signature]  
(Purchasing, Facilities Management, etc.)

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

1990 JUL 26 11:12  
CLERK OF COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution )  
of Deed D91486 for Certain Tax )  
Acquired Property to ) ORDER  
EMANUEL HOSPITAL )  
& HEALTH CENTER ) 90-120

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at private sale as by law provided, and did receive from EMANUEL HOSPITAL & HEALTH CENTER a bid for the sum of \$100.00, which said sum was the highest and best bid for said property; and that at a public meeting held at 9:30 AM, JULY 26, 1990, Agenda R1, the Board of County Commissioners accepted the bid;

It further appearing that the said purchaser has tendered the amount due and is entitled to a deed to said property;

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

RAILROAD SHOPS ADD  
TL #16, OF LOTS 1 & 2, BLOCK 3  
(1986 ASSESSOR'S MAP)

LOTS 1 AND 2 IN BLOCK 3, RAILROAD SHOPS ADDITION TO PORTLAND, EXCEPT RIGHTS OF THE PUBLIC IN THAT PORTION THEREOF LYING IN N VANCOUVER AVENUE

EXCEPT: THE EAST 46 FEET OF LOT 1 AND THE EAST 46 FEET OF THE NORTH 10 FEET OF LOT 2 IN BLOCK 3, RAILROAD SHOPS ADDITION.

EXCEPT: THE WEST 44 FEET OF LOT 1 AND THE WEST 44 FEET OF THE NORTH 10 FEET OF LOT 2, BLOCK 3, RAILROAD SHOPS ADDITION.

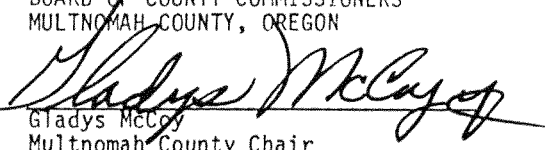
EXCEPT: THE SOUTH 35 FEET OF LOT 2 IN BLOCK 3, RAILROAD SHOPS ADDITION.

INCLUDING SOUTH 1/2 OF VACATED N GRAHAM STREET.

Dated at Portland, Oregon this 3rd day of August, 1990.

(SEAL)

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County Chair

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

By 

Journal

Page

Entered August 3, 1990

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution )  
of Deed D94185 for Certain Tax )  
Acquired Property to )

KATHY JOHNSON )

ORDER  
90-121

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at private sale as by law provided, and did receive from KATHY JOHNSON a bid for the sum of \$1,400.00, which said sum was the highest and best bid for said property; and that at a public meeting held at 9:30 AM, JULY 26, 1990, Agenda R1, the Board of County Commissioners accepted the bid;

It further appearing that the said purchaser has tendered the amount due and is entitled to a deed to said property;

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

WOODLAWN  
TL #2 OF LOTS 3 & 4  
(1982 ASSESSOR'S MAP)

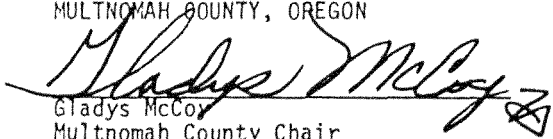
BEGINNING AT A POINT IN THE NWLY LINE OF LOT 1, BLOCK 4, WOODLAWN, 28 FEET NELY FROM THE SWLY CORNER OF SAID LOT 1; THENCE NELY ALONG THE SAID NWLY LINE OF LOT 1, 50 FEET TO THE SWLY LINE OF NE BELLEVUE AVE AS NOW ESTABLISHED; THENCE SELY ALONG THE SWLY LINE OF NE BELLEVUE AVE, 69.25 FEET TO A POINT; THENCE SWLY AT RIGHT ANGLES WITH THE SWLY LINE OF NE BELLEVUE AVE, 50 FEET TO A POINT; THENCE NWLY AT RIGHT ANGLES 69.25 FEET TO THE POINT OF BEGINNING; THE SAME BEING A PART OF SAID LOT 1, IN BLOCK 4, WOODLAWN AND A PART OF VACATED SARATOGA STREET, IN THE CITY OF PORTLAND

ALSO BEGINNING AT A POINT IN THE NWLY LINE OF LOT 1, BLOCK 4, WOODLAWN, 50 FEET SWLY FROM THE INTERSECTION OF SAID LINE WITH THE SWLY LINE OF NE BELLEVUE AVE; THENCE SELY PARALLEL WITH THE SAID SWLY LINE OF NE BELLEVUE, 69.5 FEET TO A POINT; THENCE SWLY AT RIGHT ANGLES 50 FEET TO THE SWLY LINE OF SAID LOT 7 IN BLOCK 3 OF SAID WOODLAWN; THENCE AT RIGHT ANGLES ALONG SAID SWLY LINE OF SAID LOT 7 AND AN EXTENSION THEREOF, 64.9 FEET TO THE SELY LINE OF NE MADRONA ST; THENCE ALONG THE SAID SELY LINE OF NE MADRONA ST TO THE PLACE OF BEGINNING.

Dated at Portland, Oregon this 3rd day of August, 1990.

(SEAL)

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County Chair

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

By 

Journal

Page

Entered August 3, 1990

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)

Meeting Date JUL 26 1990

Agenda No. R-2

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Agreement with Oregon Health Sciences University

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Human Services DIVISION Health

CONTACT Scott Clement TELEPHONE x3674

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Scott Clement

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

Ratification of a retroactive agreement with Oregon Health Sciences University. for support of the Cleve Allen Dental Center in the delivery of dental care for low income County residents.

*7/27/90 Originals to H. Brame*

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes maximum

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *Duane Zussy*

BUDGET / PERSONNEL: \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) *HA 77*

OTHER \_\_\_\_\_

(Purchasing, Facilities Management, etc.)

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

BOARD OF  
COUNTY COMMISSIONERS  
1990 JUL 18 AM 10:13  
MULTI-DEPARTMENTAL COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
HEALTH DIVISION  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3674  
FAX (503) 248-3676

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Gladys McCoy  
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy (cc)*  
Department of Human Services

FROM: *B. Odegard*  
Bill Odegard, Director  
Health Services Division

DATE: June 25, 1990

SUBJECT: Agreement with Oregon Health Services University (OHSU)

Retroactive: Final details of the contract were not finalized in time to get it on the Board Agenda before 6/30/90.

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and County Board ratification of the attached intergovernmental agreement with Oregon Health Sciences University for the period July 1, 1990 to June 30, 1991.

Analysis: This \$274,673 agreement supports the Cleve Allen Dental Center on N. Russell Street in Portland. Five hundred low income county residents per month receive dental care. These funds are received from the Primary Care "330" grant. There are not county general funds involved.

Background: This contract has been renewed annually since approximately July 1976.



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 101871 <sup>FY</sup> 90-91  
Amendment # -

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><b>RATIFIED</b></p> <p>Multnomah County Board of Commissioners</p> <p>R-2 July 26, 1990</p>
---	---	--

Contact Person Brame Phone x2670 Date 6-27-90  
Department Human Services Division Health Bldg/Room 160/2  
Description of Contract Contractor continues to provide dental care to 500 low income residents per month

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date Gov't. Exemption  
ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name OHSU  
Mailing Address 3181 S.W. Sam Jackson Pk. Rd.  
Portland, Oregon 97201  
Phone 225-8803  
Employer ID # or SS # 93-6001786 W  
Effective Date July 1, 1990  
Termination Date June 30, 1991  
Original Contract Amount \$ \_\_\_\_\_  
Amount of Amendment \$ \_\_\_\_\_  
Total Amount of Agreement \$ 274,673

## Payment Term

☐ Lump Sum \$ \_\_\_\_\_  
☒ Monthly \$ 23,276.42  
☐ Other \$ \_\_\_\_\_  
☐ Requirements contract - Requisition required.  
Purchase Order No. \_\_\_\_\_  
☐ Requirements Not to Exceed \$ \_\_\_\_\_

## REQUIRED SIGNATURES:

Department Manager [Signature] Date 7/9/90  
Purchasing Director [Signature] Date \_\_\_\_\_  
(Class II Contracts Only)  
County Counsel [Signature] Date 7.12.90  
County Chair/Sheriff [Signature] Date July 26, 1990

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	0800		6110			0300		<u>\$274,673</u>		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

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

MULTNOMAH COUNTY  
AND  
OREGON HEALTH SCIENCES UNIVERSITY  
DENTAL SERVICE AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1990, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred to as "COUNTY") and the OREGON HEALTH SCIENCES UNIVERSITY, acting by and through the Oregon State Board of Higher Education on behalf of the State of Oregon (hereinafter referred to as "UNIVERSITY").

W I T N E S S E T H:

WHEREAS, UNIVERSITY is providing dental services through its School of Dentistry at the Cleve Allen Dental Center (Russell Street Dental Center), located at 214 North Russell Street, Portland, Oregon; and

WHEREAS, COUNTY receives FEDERAL funds to purchase dental services for low-income COUNTY residents through an Agreement with UNIVERSITY;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS herein contained, the parties hereto agree as follows:

1. TERM

The term of this Agreement shall be from July 1, 1990, through and including June 30, 1991, subject to earlier termination under Section 11 hereof.

2. DEFINITION

As used in this Agreement:

A. "Center" shall mean the Cleve Allen Dental Center

B. "Dental Services" shall (except as expressly limited by Attachment B) mean those professional services provided by dentists, students, and paradental personnel, including diagnostic, preventive, surgical, and therapeutic services which are prescribed and directed by dentists and performed by dentists, students, and paradental personnel.

C. "Third-Party Payor" means parties such as insurance organizations, Medicare, Medicaid, or individuals which make payments for dental services rendered to patients.

D. "Professional Advisory Committee" means the advisory group composed of individuals representing private and academic dental practice and professional dental organizations, selected by University, who shall review the results of the quality review program and arbitrate questions of professional care.

E. "Contact Person" means the representatives of each party. The contact person at the County will be the Dental Health Director. The contact person at the University will be the Dental Project Director.

3. ELIGIBILITY

UNIVERSITY will provide dental services to patients who meet the income criteria on the COUNTY's FY 90-91 Discount Schedule.

4. SERVICES

A. UNIVERSITY will provide comprehensive dental care services as described in Attachment A.

B. UNIVERSITY will provide dental services of a quality that is commensurate with the quality of dental care provided to the general public by private dentists in the Portland area.

5. REIMBURSEMENT

A. COUNTY will reimburse UNIVERSITY up to a maximum of \$274,673 authorized for dental services at UNIVERSITY by a Department of Health and Human Services, Public Health Service Region X (DHHS) grant to COUNTY. As of July 1, 1990, COUNTY will initiate processing for a COUNTY warrant for UNIVERSITY in the amount of \$23,276.42 by the 5th working day of each month following the delivery of services (July's payment will be initiated before August 5, 1990). The final June payment will be reconciled to yearly actual expenditures. UNIVERSITY will submit quarterly financial and performance reports no later than 30 calendar days following the end of each quarter.

B. UNIVERSITY will take reasonable steps to ascertain third-party coverage of all patients and will make reasonable efforts to obtain reimbursement for covered services.

C. UNIVERSITY will charge patients for dental services rendered using the COUNTY's FY 90-91 Discount Schedule.

6. DENTAL AND DENTAL HYGIENE STUDENTS

A. By this Agreement, both parties recognize the teaching opportunities presented by Center, as well as the potential for increased patient care afforded by access to health professional students.

B. UNIVERSITY may allow up to four (4) dental or dental hygiene students to engage in clinical practices at Center on any regularly scheduled working day, provided that the following conditions are satisfied.

1) Students will be supervised by a faculty dentist duly authorized by UNIVERSITY, within the constraints of the law, to supervise clinical treatment.

2) Center patients will always be informed when a student will be providing treatment. Any Center patient who wishes to refuse services from a student may do so.

7. RECORDS

A. Records will be the property and responsibility of UNIVERSITY during the period of this Agreement; however, where authorized by or on behalf of the patient or where permitted or required by law, COUNTY shall have the right to examine such records and to make copies thereof at its cost.

B. UNIVERSITY will submit to COUNTY such financial, statistical, and narrative reports as may be required to meet DHHS reporting requirements currently known as Bureau of Community Health Services Reporting Requirements, or as subsequently amended by DHHS. Such reports will be submitted to COUNTY within twenty (20) working days following the end of each calendar quarter. If additional reports are developed for Center management, UNIVERSITY will make them available to COUNTY.

8. GRIEVANCES

A. Grievances involving professional care not satisfactorily resolved among patients, COUNTY and UNIVERSITY will be referred to Center's Professional Advisory Committee or the Multnomah County Dental Association Peer Review Committee for resolution.

B. Major Disaster or Epidemic. In the event of any major disaster or epidemic, UNIVERSITY shall render dental services insofar as practical, according to its best judgement, within the limitations of such facilities and personnel as are then available, but UNIVERSITY shall have no liability or obligation for delay or failure to provide dental services due to lack of available facilities or personnel if such lack is the result of such disaster or epidemic.

C. Circumstances Beyond University's Control. In the event that, due to circumstances not reasonably within the control of UNIVERSITY, such as complete or partial destruction of facilities, war, riot, civil insurrection, labor disputes, disability of a significant part of UNIVERSITY personnel, or similar causes, the rendition of Dental Services hereunder is delayed or rendered impractical, UNIVERSITY shall have no liability or obligation on account of such delay or such failure to provide services.

9. OREGON LAW AND FORUM

This Agreement shall be construed according to the law of the State of Oregon.

10. WAIVER OF DEFAULT

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

11. EARLY TERMINATION

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

1) Immediately by mutual written consent of the parties, or at such time as the parties provide; or

2) By either party upon sixty (60) calendar days' written notice to the other, delivered by certified mail or in person; or

3) Both parties agree that this Agreement is subject to the availability of FEDERAL funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may renegotiate payment and service requirements, or terminate this Agreement. Reduction or termination will not effect payment for allowable expenses prior to the effective date of such action.

4) By COUNTY effective upon delivery of written notice to UNIVERSITY by certified mail or in person under any of the following conditions:

a) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by UNIVERSITY.

b) Upon notice if UNIVERSITY fails to deliver services specified in this Agreement, or if UNIVERSITY fails to continue to provide service for the entire Agreement period.

c) Upon notice if COUNTY has evidence that UNIVERSITY has endangered or is endangering the health and/or safety of clients, staff, or the public.

B. Payment to UNIVERSITY will include all services provided through the day of termination and shall be in full satisfaction of all claims by UNIVERSITY against COUNTY under this Agreement.

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

## 12. RESEARCH

A. UNIVERSITY will inform both COUNTY and patients, or person(s) legally responsible for patients of any clinical dental investigations, experiments, or research proposed.

B. Any such investigations, experiments, or research shall be limited by and conducted in accordance with law and accepted medical and dental standards relating to such research. Any investigations, experiments, or research involving human subjects shall be subject to approval by the UNIVERSITY'S Committee on Human Research.

C. Written consent for any investigations, experiments, or research shall be obtained from patients or person(s) legally responsible for the patient.

## 13. COMPLIANCE WITH LAW

In connection with its activities under this Agreement, UNIVERSITY agrees to comply with all applicable federal, state, and local laws including but not limited to laws, rules, and regulations concerning equal employment opportunity, nondiscrimination in service delivery, and affirmative action.

## 14. WORKERS' COMPENSATION INSURANCE

UNIVERSITY shall obtain Workers' Compensation coverage for all its workers and employees, either as a carrier insured employer or a self-insured employer as provided by ORS Chapter 656, prior to the execution of this Agreement. UNIVERSITY further agrees to maintain such coverage for the duration of this Agreement.

15. UNIVERSITY IS INDEPENDENT CONTRACTOR

A. UNIVERSITY is an independent CONTRACTOR and is solely responsible for the provision of services as provided under this Agreement. UNIVERSITY, its agents, and employees shall not be considered employees or agents of COUNTY for any purpose.

B. UNIVERSITY shall <sup>defend,</sup> hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of UNIVERSITY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300.

C. COUNTY shall <sup>defend,</sup> hold and save harmless UNIVERSITY, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300.

16. AUDIT OF PAYMENTS

COUNTY either directly or through a designated representative may audit the records of UNIVERSITY at any time during the three year period from the date of completion or termination of this Agreement. This audit shall only be directed to services provided by UNIVERSITY and payments provided by COUNTY under terms of this Agreement. If an audit discloses that payments to UNIVERSITY were in excess of the amount to which UNIVERSITY was entitled, UNIVERSITY shall repay the amount of excess to COUNTY. Repayment shall be made in a manner specified by COUNTY.

17. RECORD CONFIDENTIALITY

A. UNIVERSITY agrees to keep all client records confidential in accordance with the applicable provisions of state law.

B. The use or disclosure by any part of any information concerning a patient for any purpose not directly connected with the administration of the COUNTY or UNIVERSITY'S responsibilities with respect to services provided under this Agreement is prohibited except on written consent of the patient, his/her attorney, or the person legally responsible for the patient.

C. Only upon receipt of written consent from the patient, his/her attorney, or the person legally responsible for the patient, or where required by law, will UNIVERSITY provide access to patient's records.

18. ASSIGNMENT

This Agreement may not be assigned by UNIVERSITY without prior written consent of COUNTY.

19. MODIFICATION

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

20. INTEGRATION

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

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

OREGON HEALTH SCIENCES UNIVERSITY

By: \_\_\_\_\_  
David M. Witter, Jr.  
Interim Vice President for  
Institutional Administration, OHSU

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

\_\_\_\_\_  
93-6001768W  
Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By: Gladys McCoy  
Gladys McCoy  
Multnomah County Chair

Date: 7/26/90

HEALTH DIVISION

By: Billi Odegaard  
Billi Odegaard, Director

Date: 6/26/90

HEALTH DIVISION

By: Pete Williams  
Program Manager

Date: 6/20/90

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By: LK  
Date: 7.12.90

**RATIFIED**

Multnomah County Board  
of Commissioners

July 26, 1990

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date JUL 26 1990  
Agenda No. R-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Oregon State Public Health Laboratory Services

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Human Services DIVISION Health

CONTACT Scott Clement TELEPHONE x3674

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Scott Clement

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

Ratification of a retroactive Intergovernmental Agreement with Oregon State Public Health Laboratory for testing and reporting sera from hepatitis clients on an as-needed basis. The State provides the service as a public health service at minimal cost of materials for diagnostic testing.

7/27/90 Originals to H. Brane

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes maximum

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (ac)

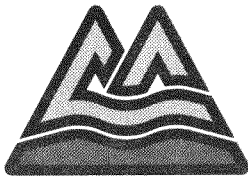
BUDGET / PERSONNEL: /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) W. L. [Signature]

OTHER \_\_\_\_\_

(Purchasing, Facilities Management, etc.)

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



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
HEALTH DIVISION  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3674  
FAX (503) 248-3676

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Gladys McCoy, Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy (ae)*  
Department of Human Services

FROM: *Bill* Odegaard, Director  
Health Division

DATE: June 22, 1990

SUBJECT: Contract With Oregon State Health Division  
(Oregon State Public Health Laboratory)

Retroactive: The contract is being submitted late because the County Laboratory was involved in negotiating several other RFPs and contracts that took an inordinate amount of time.

Recommendation: The Health Division and the Department of Human Services recommend approval of this Intergovernmental Agreement with the state Health Division.

Analysis: This contract provides for the Oregon State Public Health Laboratory to test sera from hepatitis clients and report the results to the Multnomah County Health Division Laboratory. The tests will be performed on an as-needed basis:

- 1) HB<sub>s</sub> Ag tests at \$2.40 per test.
- 2) HB<sub>c</sub> Ab tests at \$3.20 per test.
- 3) HB<sub>s</sub> Ab tests at \$2.40 per test.
- 4) HAVAB-IgM tests at \$6.00 per test.

Background: State provides low cost testing for hepatitis as a public health service, and charges the county the minimal cost of materials only for diagnostic testing.



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

MULTNOMAH COUNTY OREGON

Contract # 101931  
Amendment # -

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <p><b>RATIFIED</b> Multnomah County Board of Commissioners R-3 July 26, 1990</p>

Contact Person Brame Phone x2670 Date 7-3-90  
 Department Human Services Division Health Bldg/Room 160/2

Description of Contract State will continue to provide Hepatitis testing for County clients at no charge for screening (prenatal and refugee) and communicable disease (food handlers) purposes. However, State will charge for diagnostic testing.

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

Contractor Name State Health Division  
 Mailing Address 1400 S.W. 5th Ave.  
Portland, Oregon 97201  
 Phone 229-5754  
 Employer ID # or SS # \_\_\_\_\_  
 Effective Date July 1, 1990  
 Termination Date June 30, 1991  
 Original Contract Amount \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ Requirements

Payment Term  
☐ Lump Sum \$ \_\_\_\_\_  
☒ Monthly \$ Invoice  
☐ 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]

Date 7/9/90  
 Date \_\_\_\_\_  
 Date 7-18-90  
 Date July 26, 1990

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	0870		6110		399		##### Requirements		
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

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

## LABORATORY SERVICES AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 1990, by and 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 Oregon State Public Health Laboratory (hereinafter referred to as "STATE").

### W I T N E S S E T H:

WHEREAS, COUNTY's Health Division requires Hepatitis Laboratory testing services which STATE is capable of providing, under terms and conditions hereinafter described; and

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

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

#### 1. Term.

The term of this Agreement shall be from July 1, 1990, to and including June 30, 1991 unless sooner amended or terminated under the provisions in paragraph 14.

#### 2. Services.

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

1) Test sera from COUNTY's clients for: Hepatitis B surface Antigen (HB<sub>s</sub>Ag); Hepatitis B core Antibody (HB<sub>c</sub>Ab); Hepatitis B surface Antibody (HB<sub>s</sub>Ab); Hepatitis A Virus Antibody - IgM Specific (HAVAB-IgM).

2) Call laboratory results at 248-3555 and or send or fax laboratory reports of results to Multnomah County Laboratory, 426 SW Stark, 9th Floor, Portland, Oregon 97204.

3) Pick up serum specimens daily from COUNTY Laboratory.

#### 3. Compensation.

A. COUNTY agrees to pay STATE for the performance of those diagnostic (i.e., clinic) services provided hereunder, which payment shall be based upon the following applicable terms:

- 1) HB<sub>s</sub>Ag tests at \$2.40 per test.
- 2) HB<sub>c</sub>Ab tests at \$3.20 per test.

- 3) HB<sub>s</sub>Ab tests at \$2.40 per test.
- 4) HAVAB-IgM tests at \$6.00 per test.

B. STATE agrees not to charge COUNTY for screening (i.e., prenatal and refugee), and communicable disease (i.e., food handler) services.

C. COUNTY certifies that either federal, state or local funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify STATE as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.

D. COUNTY makes no guarantee as to the quantity of referrals that will be made from this Agreement.

E. Based upon a monthly invoice from STATE, COUNTY will send monthly payments to: Manager, Fiscal Services Section, Oregon State Health Division, P.O. Box 231, Portland, Oregon 97207.

4. Contractor is Independent Contractor

A. STATE is an independent contractor and is solely responsible for the conduct of its programs. STATE, its employees and agents shall not be deemed employees or agents of COUNTY.

B. STATE shall hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of STATE, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

C. COUNTY shall hold and save harmless STATE, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

5. Workers Compensation

A. STATE shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

6. Contractor Identification

STATE shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service.

## 7. Subcontracts and Assignment

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

## 8. Access to Records

A. STATE agrees to permit authorized representatives of COUNTY, and/or the applicable Federal or State government audit agency to make such review of the records of the STATE as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. STATE shall permit authorized representatives of COUNTY Health Division to site visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of STATE. If a Agreement cost is disallowed after reimbursement has occurred, STATE will make prompt repayment of such costs.

## 9. Waiver of Default.

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement.

## 10. Adherence to Law

A. STATE shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.

B. STATE shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, STATE must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. STATE will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

## 11. Modification

A. In the event that COUNTY'S Agreement obligation is amended by a federal or state initiated change, COUNTY shall amend this Agreement through written notification of changes sent to STATE by mail. STATE shall sign the amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY'S notification document.

B. Any other amendments to the provisions of this Agreement, whether COUNTY or STATE initiated, shall be reduced to writing and signed by both parties.

#### 12. Integration

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

#### 13. Record Confidentiality

STATE agrees to keep all client records confidential in accordance with State and Federal statutes and rules governing confidentiality.

#### 14. Early Termination

A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by STATE, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions; or

1) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by STATE to provide a service under this Agreement.

2) Upon notice if STATE fails to start-up services on the date specified in this Agreement, or if STATE fails to continue to provide service for the entire Agreement period.

3) Upon notice to COUNTY of evidence that STATE has endangered or is endangering the health and safety of clients/residents, staff, or the public.

D. Payment to STATE will include all services provided through the day of termination and shall be in full satisfaction of all claims by STATE against COUNTY under this Agreement.

E. Termination under any provision of this section shall not affect any right, obligation or liability of STATE or COUNTY which accrued prior to such termination.

#### 15. Litigation.

A. STATE shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against STATE or any subcontractor of which STATE may be aware of which may result in litigation related in any way to this Agreement.

16. Oregon Law and Forum

This Agreement shall be construed according to the law of the state of Oregon.

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

OREGON STATE HEALTH DIVISION

By \_\_\_\_\_

Date \_\_\_\_\_

93-6001752

Federal I.D. Number

STATE PUBLIC HEALTH LABORATORY

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

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

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

Business Manager

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

Fiscal Officer

MULTNOMAH COUNTY, OREGON

By Gladys McCoy

Gladys McCoy  
Multnomah County Chair

Date 7/26/90

HEALTH DIVISION

By: Billi Odegaard

Billi Odegaard, Director

Date: 6/22/90

HEALTH DIVISION

By: Harold Sawyer

Program Manager

Date: 6/14/90

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By: Laurence Kessel

Date: 7.18.90

**RATIFIED**

Multnomah County Board  
of Commissioners

July 26, 1990

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)

Meeting Date JUL 26 1990

Agenda No. R-4

REQUEST FOR PLACEMENT ON THE AGENDA  
Ratification of IGA's-

Subject: City of Portland Contracts

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

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

Ratification of two renewal <sup>Revenue</sup> IGA's with the City of Portland to help fund the Youth and chronically mentally ill homeless shelters in the amounts of \$79,000 and \$52,000 for fiscal year 1990-91. Revenue is included in the SSD program budgets.

7/27/90 Originals to Kathy Tinkle

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA \_\_\_\_\_

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY Appropriated in ORgs 1305 - \$52,000  
1505 - \$79,000

☐ - General Fund

Other Local-F/S

CLERK OF  
COUNTY COMMISSIONER  
1990 JUL 18 11:03:14  
MULTI-COUNTY  
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (ac)

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) RA Laz 72

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

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



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
SOCIAL AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

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

TO: Gladys McCoy  
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy (ac)*  
Director, Department of Human Services

FROM: Gary Smith *GS*  
Director, Social Services

DATE: July 5, 1990

SUBJECT: Recommendation to Approve Two City of Portland Revenue Agreements

RETROACTIVE STATUS: These intergovernmental revenue agreements are retroactive due to the volume and priority of fiscal year 1990-91 subcontract renewals taking place in the Social Services Division.

RECOMMENDATION: Social Services Division recommends County Chair and BCC approval of the attached City of Portland revenue agreements for fiscal year 1990-91.

ANALYSIS: These revenue contracts renew the City's obligation to help fund:

MED Homeless Shelter: The City of Portland Housing and Community Development program has designated \$52,000 to help fund the Bridgeview Community Program for homeless chronically mentally ill persons. Funding for this agreement is made possible through the Community Development Block Grant.

Youth Shelter: The City of Portland is allocating \$79,000 from the Housing and Community Development fund to provide emergency shelter and related services to homeless youth. The Youth Program Office has subcontracted the funding to Burnside Projects.

Revenue from these agreements was anticipated and is included in the appropriate program contract budgets.

BACKGROUND: These contracts are all renewal agreements and are funded at current year levels.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102201Amendment # -

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$10,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>RATIFIED</b> <b>Multnomah County Board of Commissioners</b> R-4 <del>R-3</del> July 26, 1990
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Contact Person ~~XXXXXX~~ Kathy Tinkle Phone 248-3691 Date 7/5/90Department Human Services Division Social Services Bldg/Room 160/6Description of Contract Annual renewal of City revenue agreement that assists in funding Burnside Projects Homeless Shelter for the Youth Program Office.RFP/BID # N/A Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of Portland, Bureau of Community DevelopmentMailing Address 803 SW Third Room 600  
Portland, OR 97204Phone 796-5166Employer ID # or SS # N/A-RevenueEffective Date July 1, 1990Termination Date June 30, 1991

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

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

Total Amount of Agreement \$ 79,000.00**Payment Term**☐ Lump Sum \$ \_\_\_\_\_☒ Monthly \$ Allotment☐ Other \$ \_\_\_\_\_☐ Requirements contract - Requisition required.

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_**REQUIRED SIGNATURES:**Department Manager Duane Zussy (a)Purchasing Director  
(Class II Contracts Only)County Counsel [Signature]County Chair/Sheriff [Signature]Date 7/9/90

Date \_\_\_\_\_

Date 7.12.90Date 7/26/90

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1505						Rev. Source 2100	79,000.00		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WRITE - PURCHASING

CANDY - BUDGET

BUDG. CLERK/CLERK

CITY CLERK

## AGREEMENT

An agreement between the City of Portland (City) and Multnomah County (County) to provide the Emergency Shelter for Homeless Youth.

### RECITALS:

1. There is a need to provide emergency shelter and related services to homeless youth in the Portland area.
2. Several public and private agencies are committed to working together to provide this service to this needy population.
3. Multnomah County has been designated as the public agency to provide youth services in the Portland area.
4. The County has contracted with Burnside Projects as the agency to provide the Emergency Shelter for Homeless Youth Program.
5. Funding is being provided by the County, the City and United Way.
6. The City has committed in the FY 90-91 approved budget \$79,000 in the Housing and Community Development Fund for the Youth Shelter.
7. The City now desires to enter into a formal agreement with the County in the amount of \$79,000 so that the County can proceed with this program without delay.

### AGREED:

#### I. Scope of Services

The County will provide the services described below relative to the Emergency Shelter for Homeless Youth Program.

- A. The County will enter into an agreement with Burnside Projects as the successful bidder on the program to provide the Emergency Shelter for Homeless Youth Program.
- B. The County will be responsible for implementing the contract and for coordinating contract management.
- C. The shelter will operate seven days a week, 365 days a year, and will provide services to approximately 450 youth (unduplicated). The shelter shall not exceed 30 youth per night.
  1. Two meals per day to youth staying at the shelter.
  2. Provide hygiene, recreation and referral services to youth staying at the shelter.
  3. Youth served shall not exceed twenty years of age. Youth Shelter staff shall check for run reports on

all youth under eighteen years of age with the Juvenile Court. Youth with run reports shall not be sheltered at the shelter.

4. Youth must identify a plan for leaving street life and demonstrate steps toward accomplishing that plan in cooperation with their assigned case manager.
- D. The County will monitor the program to ensure that the program is being provided in a timely and satisfactory manner within the contract terms negotiated between the County and Burnside Projects.
- E. Based upon expenditure statements submitted by Burnside Projects, the County will charge program operating costs to the City not to exceed a total of \$79,000 based upon a projected budget attached hereto as Attachment A.
- F. The County will not charge the City an administrative or overhead cost for administering this program. The program is a responsibility of the County with the City providing funding to enable its successful outcome.
- G. The County will provide quarterly reports on the status to the Bureau of Community Development including at a minimum: number of clients (unduplicated) served; number of shelter nights; and racial data.
- H. The City, through the Bureau of Community Development, will provide technical assistance through monitoring and/or upon request of the County.
- I. Any publicity on the program will mention the City's participation through the Bureau of Community Development Housing and Community Development Program.

## II. Compensation and Method of Payment

The County will be compensated by the City for operating costs of the Emergency Shelter for Homeless Youth Program through the Housing and Community Development Program. Payments to the County for eligible expenses will be made monthly upon submission of a statement of expenditures based on the request for payment from Burnside Projects and the Project's monthly reports. Detailed information on how the funding is expended is to be submitted by the County with the request for payment.

The City's funds can be used for staffing costs, rent, supplies, client services, and any other costs directly related to providing the program incurred by Burnside Projects as indicated on the attached budget. Total compensation under this agreement shall not exceed SEVENTY NINE THOUSAND DOLLARS (\$79,000).

### III. Project Manager

- A. The City Project Manager shall be Barbara Madigan or such other person as shall be designated in writing by the Director of the Bureau of Community Development.
- B. The Project Manager is authorized to approve work and billings hereunder, to give notes referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

### IV. Maintenance of Records

The Contractor is to maintain fiscal and billing related records as required under General Contract Provisions. In addition, the contractor also is to maintain all records relating to both shelter programs including logs and client information on the same schedule as the fiscal reports. All records regarding the program, as well as general organizational and administrative information, will be made available to the City Project Manager or other designated persons upon request. At a minimum, records will be reviewed as part of the annual monitoring process.

### V. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the Contractor shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the Contractor of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

- B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, the City and Contractor may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services

of the Contractor covered by this Contract less payments of compensation previously made.

- C. ENFORCEMENT AND REMEDIES. In the event of termination under section A hereof by the City due to a breach by the Contractor, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided herein, then the Contractor shall pay to the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City under sections A and C hereof for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this contract by the City, then the Contractor's remedy shall be limited to termination of the contract and receipt of payment as provided in section B hereof.

In the event of termination under Section A, the City shall provide the Contractor an opportunity for an administrative appeal.

- D. CHANGES. The City may, from time to time, request changes in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this contract. Any change that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. Other changes may be approved by the Director of the Bureau of Community Development.

- E. NON-DISCRIMINATION. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with the provision of Title VI of the Civil Rights Act of 1964 which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with federal financial assistance.
2. The Contractor will comply with the provisions of Title VIII of the Civil Rights Act of 1968 which provides that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from

discriminating in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, or national origin.

3. The Contractor will comply with 24 CFR Section 107.10 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program funded in whole or in part with community development (HCD) funds.

The Housing and Community Development Act of 1974 at 24 CFR Section 107.10 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 as implemented by 24 CFR Part 8 shall also be applied to any program or activity funded in whole or in part with funds made available under this contract.

4. Equal Employment Opportunity:

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard

to race, color, religion, sex, or national origin.

- c. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246, as amended by Executive Order No. 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246, as amended by Executive Order 11375, and the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246, as amended by Executive Order 11375, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to these books, records, and accounts by the City, the Secretary of Labor and the Secretary of Housing and Urban Development for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246, as amended by Executive Order 11375 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11375, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph 5.a and the provisions of paragraphs 5.a through 5.g in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provision

will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City or HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City or HUD, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

- F. 24 CFR Section 135: The work to be performed under this contract is on a project assisted under a program providing direct federal assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to businesses which are located in or owned in substantial part by persons residing in the project area.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- G. ACCESS TO RECORDS. The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions. All required records must be maintained by the Contractor for three years after the City makes final payments and all other pending matters are closed.
- H. MAINTENANCE OF RECORDS. The Contractor shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work here under. The Contractor shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.

- I. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the 3 year period established by Section H above.

If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to City.

- J. INDEMNIFICATION. The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under this contract.
- K. LIABILITY INSURANCE. The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the City and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under this contract. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insured the City and its officers, agents, and employees. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the City Auditor. Notwithstanding the naming of additional insured, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured on the policy. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this contract. If the insurance is canceled or terminated prior to completion of the contract, Contractor shall provide a new policy with the same terms. Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the contract. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by Contractor. The coverage must apply as to claims between insureds on the policy.

The Contractor shall maintain on file with the City Auditor a certificate of insurance certifying the

coverage required under this section. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the City.

In lieu of filing the certificate of insurance required herein, Contractor shall furnish a declaration that Contractor is self-insured for public liability and

property damage for a minimum of the amounts set forth in ORS 30.270.

L. WORKERS' COMPENSATION INSURANCE.

1. The Contractor, its subcontractors, if any, and all employees working under this Agreement are subject employers under the Oregon Workers' compensation law and shall comply with ORS 656.017 which requires them to provide workers compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit B, if applicable, and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.
2. In the event the Contractor's workers' compensation insurance coverage is due to expire during the term of this Agreement, the Contractor agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.
3. The Contractor agrees to accurately complete the City of Portland's Questionnaire for Worker's Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit A and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the Contractor shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the Agreement immediately and the notice requirement contained in subsection IVA, TERMINATION FOR CAUSE, hereof shall not apply

M. SUBCONTRACTING AND ASSIGNMENT. The Contractor shall not sub-contract its work under this contract, in whole

or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this contract. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if sub-contractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Contractor shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

- N. INDEPENDENT CONTRACTOR STATUS. The Contractor is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The Contractor and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- O. REPORTING REQUIREMENTS. The Contractor shall report on its activities in a format and by such times as prescribed by the City.
- P. CONFLICTS OF INTEREST. No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds thereof.

No City Officer or employees who participated in the award of this contract shall be employed by the Contractor during the contract.

- Q. CONTRACT ADMINISTRATION, 24 CFR 570.502(b). The Contractor shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, and A-110 as described by 24 CFR 570.502(b).
- R. OREGON LAW AND FORUM. This contract shall be construed according to the law of the State of Oregon.

Any litigation between the City and the Contractor arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

S. AVAILABILITY OF FUNDS. It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development under the Community Development Block Grant program. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.

T. PROGRAM INCOME/PERSONAL PROPERTY. Program income shall be returned to the City.

In all cases in which personal property is sold, the proceeds shall be program income, and personal property not needed by the Contractor for CDBG activities shall be transferred to the City for the CDBG program or shall be retained after compensating the City.

U. COMPLIANCE WITH LAWS. In connection with its activities under this contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations. The Contractor shall carry out its activities in compliance with 24 CFR Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612.

In the event that the Contractor provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

V. MONITORING. The City through the Bureau of Community Development shall monitor at least once each year that portion of the Contractor's project funded with Community Development Block Grant Funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.

W. EXPIRATION/REVERSION OF ASSETS. In accordance with 24 CFR Section 570.503(i)(8), upon expiration, the Contractor shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Contractor's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be either:

1. Used to meet one of the National Objectives cited in 24 CFR 570.208 until five years after expiration of the agreement, or such longer period of time as determined appropriate by the City; or
2. Disposed of in a manner which results in the City being reimbursed in the amount of the current fair

market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in (1) above.

- X. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal 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. 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 any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language 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 agreement) and that all Subcontractors shall certify and disclose accordingly.

VI. Period of Agreement

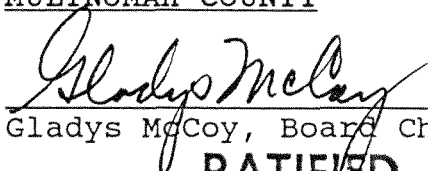
The terms of this Agreement shall be effective as of July 1, 1990 and shall remain in effect during any period the Contractor has control over Federal funds, including program income. Work by the Contractor shall terminate as of June 30, 1991.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1990

CITY OF PORTLAND

MULTNOMAH COUNTY

\_\_\_\_\_  
J.E. Bud Clark, Mayor

  
Gladys McCoy, Board Chair

**RATIFIED**

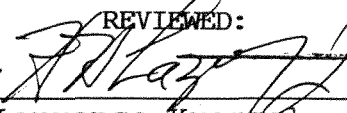
\_\_\_\_\_  
Barbara Clark, City Auditor

**Multnomah County Board  
of Commissioners**

APPROVED AS TO FORM:

REVIEWED:

\_\_\_\_\_  
Jeffrey L. Rogers, City Attorney

 July 26, 1990  
Laurence Kressel, County Counsel

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date JUL 26 1990  
Agenda No. R-5

REQUEST FOR PLACEMENT ON THE AGENDA  
Ratification of IGA's-  
Subject: City of Portland Contracts

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

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

Ratification of two renewal <sup>Revenue</sup> IGA's with the City of Portland to help fund the Youth and chronically mentally ill homeless shelters in the amounts of \$79,000 and \$52,000 for fiscal year 1990-91. Revenue is included in the SSD program budgets.

*7/27/90 Originals to Kathy Tinkle*

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA \_\_\_\_\_

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY Appropriated in ORgs 1305 - \$52,000  
1505 - \$79,000  
☐ - General Fund

Other Local-F/S

1990 JUL 18 11:10:14  
CLERK OF  
COUNTY COMMISSIONER  
MULTI-COUNTY  
OREGON

SIGNATURES:

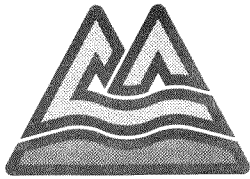
DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (cc)

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) AS/92/2

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

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



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
SOCIAL AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

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

TO: Gladys McCoy  
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy (ac)*  
Director, Department of Human Services

FROM: Gary Smith *GS*  
Director, Social Services

DATE: July 5, 1990

SUBJECT: Recommendation to Approve Two City of Portland Revenue Agreements

RETROACTIVE STATUS: These intergovernmental revenue agreements are retroactive due to the volume and priority of fiscal year 1990-91 subcontract renewals taking place in the Social Services Division.

RECOMMENDATION: Social Services Division recommends County Chair and BCC approval of the attached City of Portland revenue agreements for fiscal year 1990-91.

ANALYSIS: These revenue contracts renew the City's obligation to help fund:

MED Homeless Shelter: The City of Portland Housing and Community Development program has designated \$52,000 to help fund the Bridgeview Community Program for homeless chronically mentally ill persons. Funding for this agreement is made possible through the Community Development Block Grant.

Youth Shelter: The City of Portland is allocating \$79,000 from the Housing and Community Development fund to provide emergency shelter and related services to homeless youth. The Youth Program Office has subcontracted the funding to Burnside Projects.

Revenue from these agreements was anticipated and is included in the appropriate program contract budgets.

BACKGROUND: These contracts are all renewal agreements and are funded at current year levels.



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102191  
Amendment # -

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>RATIFIED</b> <b>Multnomah County Board of Commissioners</b> <u>R-5</u> <u>July 26, 1990</u>

Contact Person XXXXXXXXXX Kathy Tinkle JS Phone 248-3691 Date 7/5/90  
 Department Human Services Division Social Services Bldg/Room 160/6  
 Description of Contract Renew's city agreement to help fund homeless shelter for chronically mentally ill clients for fiscal year 1990-91. Revenue in MED budget.

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

Contractor Name City of Portland, Bureau of Community Development  
 Mailing Address 803 SW Third, Room 600  
Portland, OR 97204  
 Phone 796-5166  
 Employer ID # or SS # N/A-Revenue  
 Effective Date July 1, 1990  
 Termination Date June 30, 1991  
 Original Contract Amount \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ 52,000.00

Payment Term  
☐ Lump Sum \$ \_\_\_\_\_  
☒ Monthly \$ Reimbursement  
☐ Other \$ \_\_\_\_\_  
☐ Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
☐ Requirements Not to Exceed \$ \_\_\_\_\_

## REQUIRED SIGNATURES:

Department Manager Deane Zussy (cc)

Purchasing Director  
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 7/9/90  
 Date \_\_\_\_\_  
 Date 7.12.90  
 Date 7/26/90

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1305						Rev. Source 2101	52,000.00	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

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

## AGREEMENT

This agreement for services (Agreement) is between the City of Portland, Oregon (City) and Multnomah County, Social Services Division (Contractor) to provide funding for the Homeless Chronically Mentally Ill Program.

### RECITALS:

1. Multnomah County, Social Services Division is coordinating a program to provide shelter for the chronically mentally ill, including board, outreach, treatment and case management.
2. The provision of services to homeless chronically mentally ill persons is a major goal of the City.
3. The City has available to it Community Development Block Grant funds which can be used to provide support for the administration of programs which assist the needy.
4. Funding for this type of activity furthers the goals of the Mayor's 12-Point Plan for the Homeless.
5. The City Council has authorized \$52,000 through the HCD program and city budget for operation of the chronically mentally ill shelter.
6. The Council now desires to enter into a formal agreement with Multnomah County, Social Services Division so that services can be provided without interruption.

### AGREED:

#### I. Scope of Services

The Multnomah County, Social Services Division will provide the services described below relative to the chronically mentally ill program.

- A. Maintain 30 short-term/emergency SRO beds with 24-hour supervision, plus long-term beds with the capacity to provide on-site intervention during FY 1990.
- B. Provide housing to no less than 77 homeless mentally ill clients on an annual basis.
- C. Provide 1250 bed days of housing to homeless mentally ill clients each month.
- D. Submit quarterly reports indicating the number of bed days provided each quarter, explaining if there is a reduction in the utilization rate and the reasons why utilization may have fallen. Such reports should also indicate the number of clients that have successfully "graduated" to long-term housing, in the Bridgeview or elsewhere, and the number that have terminated their participation in the program.

- E. Submit a final report documenting the success of the program in meeting its program goals within 30 days of the termination of this contract.
- F. Maintain ethnicity records on clients served, and submit an annual report on such clients by August 1, 1991.
- G. Maintain all records for the project, including performance, client eligibility, and fiscal data for a minimum of three years after termination of the contract.

## II. Compensation and Method of Payment

The Contractor will be compensated for the provision of services by the City through the Housing and Community Development (HCD) fund as follows:

Payments to the Contractor for eligible expenses will be made monthly upon submission of a statement of expenditures based on the request for payment. Detailed information on how funding is expended is to be submitted by the Contractor with each request for funding. It is agreed that total compensation under this agreement shall not exceed FIFTY-TWO THOUSAND DOLLARS (\$52,000).

## III. City Project Manager

- A. The City Project Manager shall be Howard Cutler or such other person as shall be designated in writing by the Director of the Bureau of Community Development.
- B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out any other City actions referred to herein.

## IV. General Contract Provisions

- A. TERMINATION FOR CAUSE. In accordance with 24 CFR 85.43, if, through any cause, the Contractor shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the Contractor of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the

exact amount of damages due the City from the Contractor is determined.

- B. TERMINATION FOR CONVENIENCE. In accordance with 24 CFR 85.44, the City and Contractor may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract less payments of compensation previously made.
- C. ENFORCEMENT AND REMEDIES. In the event of termination under section A hereof by the City due to a breach by the Contractor, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided herein, then the Contractor shall pay to the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City under sections A and C hereof for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this contract by the City, then the Contractor's remedy shall be limited to termination of the contract and receipt of payment as provided in section B hereof.

In the event of termination under Section A, the City shall provide the Contractor an opportunity for an administrative appeal.

- D. CHANGES. The City may, from time to time, request changes in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this contract. Any change that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. Other changes may be approved by the Director of the Bureau of Community Development.
- E. NON-DISCRIMINATION. During the performance of this Contract, the Contractor agrees as follows:
1. The Contractor will comply with the provision of Title VI of the Civil Rights Act of 1964 which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with federal financial assistance.

2. The Contractor will comply with the provisions of Title VIII of the Civil Rights Act of 1968 which provides that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, or national origin.
3. The Contractor will comply with 24 CFR Section 107.10 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program funded in whole or in part with community development (HCD) funds.

The Housing and Community Development Act of 1974 at 24 CFR Section 107.10 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 as implemented by 24 CFR Part 8 shall also be applied to any program or activity funded in whole or in part with funds made available under this contract.

4. Equal Employment Opportunity:

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified

applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- c. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246, as amended by Executive Order No. 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246, as amended by Executive Order 11375, and the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246, as amended by Executive Order 11375, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to these books, records, and accounts by the City, the Secretary of Labor and the Secretary of Housing and Urban Development for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246, as amended by Executive Order 11375 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11375, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph 5.a and the provisions of paragraphs 5.a through 5.g in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City or HUD may direct as a means of enforcing such provisions, including sanctions for

noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City or HUD, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

- F. 24 CFR Section 135: The work to be performed under this contract is on a project assisted under a program providing direct federal assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to businesses which are located in or owned in substantial part by persons residing in the project area.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- G. ACCESS TO RECORDS. The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions. All required records must be maintained by the Contractor for three years after the City makes final payments and all other pending matters are closed.
- H. MAINTENANCE OF RECORDS. The Contractor shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work here under. The Contractor shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.
- I. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the 3 year period established by Section H above.

If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the

excess to City.

- J. INDEMNIFICATION. The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under this contract.
- K. LIABILITY INSURANCE. The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the City and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under this contract. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insured the City and its officers, agents, and employees. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the City Auditor. Notwithstanding the naming of additional insured, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured on the policy. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this contract. If the insurance is canceled or terminated prior to completion of the contract, Contractor shall provide a new policy with the same terms. Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the contract. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by Contractor. The coverage must apply as to claims between insureds on the policy.

The Contractor shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under this section. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the City.

In lieu of filing the certificate of insurance required herein, Contractor shall furnish a declaration that Contractor is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- L. WORKERS' COMPENSATION INSURANCE.

1. The Contractor, its subcontractors, if any, and all employees working under this Agreement are subject employers under the Oregon Workers' compensation law and shall comply with ORS 656.017 which requires them to provide workers compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit B, if applicable, and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.
2. In the event the Contractor's workers' compensation insurance coverage is due to expire during the term of this Agreement, the Contractor agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.
3. The Contractor agrees to accurately complete the City of Portland's Questionnaire for Worker's Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit A and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the Contractor shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the Agreement immediately and the notice requirement contained in subsection IVA, TERMINATION FOR CAUSE, hereof shall not apply

M. SUBCONTRACTING AND ASSIGNMENT. The Contractor shall not sub-contract its work under this contract, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this contract. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if sub-contractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Contractor shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

- N. INDEPENDENT CONTRACTOR STATUS. The Contractor is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The Contractor and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- O. REPORTING REQUIREMENTS. The Contractor shall report on its activities in a format and by such times as prescribed by the City.
- P. CONFLICTS OF INTEREST. No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds thereof.

No City Officer or employees who participated in the award of this contract shall be employed by the Contractor during the contract.

- Q. CONTRACT ADMINISTRATION, 24 CFR 570.502(b). The Contractor shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, and A-110 as described by 24 CFR 570.502(b).

- R. OREGON LAW AND FORUM. This contract shall be construed according to the law of the State of Oregon.

Any litigation between the City and the Contractor arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- S. AVAILABILITY OF FUNDS. It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development under the Community Development Block Grant program. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.

- T. PROGRAM INCOME/PERSONAL PROPERTY. Program income shall be returned to the City.

In all cases in which personal property is sold, the proceeds shall be program income, and personal property not needed by the Contractor for CDBG activities shall be transferred to the City for the CDBG program or shall be retained after compensating the City.

- U. COMPLIANCE WITH LAWS. In connection with its activities under this contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations. The Contractor shall carry out its activities in compliance with 24 CFR Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612.

In the event that the Contractor provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

- V. MONITORING. The City through the Bureau of Community Development shall monitor at least once each year that portion of the Contractor's project funded with Community Development Block Grant Funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.

- W. EXPIRATION/REVERSION OF ASSETS. In accordance with 24 CFR Section 570.503(i)(8), upon expiration, the Contractor shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Contractor's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be either:

1. Used to meet one of the National Objectives cited in 24 CFR 570.208 until five years after expiration of the agreement, or such longer period of time as determined appropriate by the City; or
2. Disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in (1) above.

- X. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal 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. 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 any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to

Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language 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 agreement) and that all Subcontractors shall certify and disclose accordingly.

VII. Period of Agreement

The terms of this Agreement shall be effective as of July 1, 1990 and shall remain in effect during any period the Contractor has control over Federal funds, including program income. Work by the Contractor shall terminate as of June 30, 1991.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

CITY OF PORTLAND

MULTNOMAH COUNTY

\_\_\_\_\_  
J.E. Bud Clark, Mayor

\_\_\_\_\_  
Gladys McCoy, Chair

\_\_\_\_\_  
Barbara Clark, City Auditor

REVEIWED:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeffrey L. Rogers, City Attorney

BY: LA \_\_\_\_\_  
for Laurence Kressel, County Counsel

**RATIFIED**  
Multnomah County Board  
of Commissioners  
July 26, 1990

BRIDGEVIEW PROJECT FY 90-91 BUDGET

Rental Space with Central City Concern: \$52,000

Meeting Date JUL 26 1990  
Agenda No. R-6

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Adult Transfer Intergovernmental Agreement

Informal Only\* \_\_\_\_\_ (Date)      → Formal Only \_\_\_\_\_ (Date)

DEPARTMENT Human Services      DIVISION Aging Services

CONTACT Marie Eighmey      TELEPHONE 248-3646

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Jim McConnell

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested. This intergovernmental agreement between State Senior and Disabled Services Division (SDSD) and Multnomah County implements the Adult Transfer authorized by Senate Bill 875 and the BCC Resolution 90-85, approved May 31, 1990. By its approval the County accepts responsibility for administering medicaid and food stamp programs only to the elderly, transferring such services for disabled adults under age 65 to SDSD.

A separate contract and accompanying bud mod support the funding for this agreement.

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

ACTION REQUESTED:

*7/27/90 Originals to Marie Eighmey*

☐ INFORMATION ONLY    ☐ PRELIMINARY APPROVAL    ☐ POLICY DIRECTION    ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA \_\_\_\_\_

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other \_\_\_\_\_

SIGNATURES:

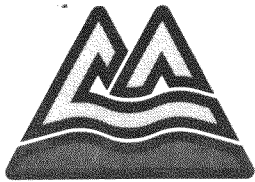
DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (ad)

BUDGET / PERSONNEL /

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

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

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



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
AGING SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
421 S.W. 5TH, 3RD FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3646  
TDD: 248-3683

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Gladys McCoy, Chair  
Board of County Commissioners

THROUGH: Duane Zussy, Director *Duane Zussy (ac)*  
Department of Human Services

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

DATE: July 16, 1990

SUBJECT: Intergovernmental Agreement between Senior and  
Disabled Services Division and Multnomah County to  
effect the Adult Transfer

**RECOMMENDATION:** That the Board of County Commissioners approve the Intergovernmental Agreement with Senior and Disabled Services Division to implement the Adult Transfer per SB 875 and Board of County Commissioners Resolution 90-85.

**ANALYSIS:** The intergovernmental agreement conforms to the requirements of SB 875 and reflects the Board of County Commissioners decision to accept responsibility for administering the Medicaid and Food Stamp programs for the elderly only and transfer current County responsibility for Medicaid disabled adults under age 65 to Senior and Disabled Services Division.

In addition, the agreement establishes the number of positions that will transfer between the County and the State and the funding formulas to support the transfer.

Terms and conditions of employment are mandated by ORS 236.610 through 236.650 and SB 875. This agreement also calls for special benefit provisions and assures that County and State employees will be treated equitably in transferring to the respective jurisdictions and assures an equitable exchange of employer liabilities for accrued vacation and sick leave benefits.

Intergovernmental Agreement/Adult Transfer  
Memo to Gladys McCoy  
July 16, 1990  
Page 2

BACKGROUND: This Intergovernmental Agreement is an addendum to the General Provisions for Agreement already in existence between the Senior and Disabled Services Division and the Multnomah County Aging Services Division. SB 875, passed in the last legislative session, established this transfer and allowed local units of government to elect certain options in regard to administering programs for the adult disabled and elderly. Multnomah County exercised their option in Resolution 90-85 passed on May 31, 1990.

Attachment

[9213D/KM]

Co Sharron Kelley  
Submitted 7/26/90

# Metropolitan Human Relations Commission

ADVISORY COMMITTEE ON THE DISABLED

---

Multnomah County • City of Portland

June 1, 1990

TO: Commissioner Sharron Kelley

FROM: Laurie Sitton, Chair *LS*  
City/County Advisory Committee on the Disabled

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF OREGON REGARDING  
THE TRANSFER OF THE DISABLED AND ELDERLY

A position representing consumer and Multnomah County interests in the State's implementation of a service delivery for the adult disabled population was part of a resolution that the County Board passed on May 31, 1990 (see enclosure). In my testimony, I recommended that a person with a disability should be strongly considered as a candidate to fill this position. However, it is my understanding that this recommendation was not presented as an amendment to the resolution. Thus I would like to know what the City/County Advisory Committee on the Disabled (CCACD) can do to amend this resolution.

CCACD would also like to recommend that this position be housed in the Metropolitan Human Relations Commission - Disability Project, considering one of their major responsibilities is to advocate for the interests and needs of persons with disabilities.

Thank you for your time and I look forward to hearing from you. You can send your correspondence to me in bldg. 106, Rm. 520.

LS  
Enclosure



1120 S.W. Fifth Avenue  
Room 520  
Portland, Oregon 97204-1989  
(503) 796-5136



**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102341Amendment # -

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$10,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>RATIFIED</b> <b>Multnomah County Board of Commissioners</b> R-6 July 26, 1990
---	---	---

Contact Person Marie Eighmey Phone 248-3646 Date July 18, 1990Department Human Services Division Aging Services Bldg/Room 161/3rd

This agreement, authorized by the Senate Bill 875 & BCC Resolution 90-85  
 Description of Contract reflects BCC acceptance of responsibility for administering the Medicaid & Food Stamp programs for the elderly only and transfer of current responsibility for administering the medicaid disabled adults under age 65 to Senior & Disabled Services Division.

Funding to support the transfer will be included in Aging Services Division's state revenue contract, soon to be made available for BCC approval.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name State of Oregon DHR Senior & Disabled Services Division
 Mailing Address 313 Public Service Bldg, Salem OR 97310  
378-3751

Phone \_\_\_\_\_

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

Effective Date August 1, 1990Termination Date June 30, 1991

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

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

Total Amount of Agreement \$ 0**Payment Term**☐ Lump Sum \$ \_\_\_\_\_☐ Monthly \$ \_\_\_\_\_☐ Other \$ \_\_\_\_\_☐ Requirements contract - Requisition required.

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_**REQUIRED SIGNATURES:**KMD Department Manager Quane Zussy (ac)Date 7-18-90Purchasing Director  
(Class II Contracts Only)

Date \_\_\_\_\_

County Counsel James E. [Signature]Date 7/26/90County Chair/Sheriff Gladys McElroyDate 7/26/90

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

INTERGOVERNMENTAL AGREEMENTAddendum to Part 3 of General Provisions For  
Agreement Between the State of Oregon  
Senior And Disabled Services Division and the  
Multnomah County Aging Services Division.I. PARTIES

The Parties to this intergovernmental agreement are the State of Oregon, by and through its Senior and Disabled Services Division, (hereinafter "State") and Multnomah County, Oregon (hereinafter "County").

II. RECITALS

WHEREAS, the 1989 Oregon legislature adopted Senate Bill 875 which authorized redistribution of responsibility between the State and County for providing certain services as hereafter described; and,

WHEREAS, the Multnomah County Board of Commissioners adopted Resolution 90-15 on May 31, 1990 whereby the County exercised its discretion under Senate Bill 875 to become a Type B-1 Transfer Area Agency on Aging; and,

WHEREAS, as a Type B-1 Transfer Area Agency on Aging the County will assume certain limited functions previously performed by the State related to elderly Medicaid and foodstamp recipients; and,

WHEREAS, the State will simultaneously assume certain limited functions previously performed by the County related to services for non-elderly disabled persons; and,

WHEREAS, the parties mutually desire that the above-referenced exchange of service responsibilities be undertaken in conformance with certain specific conditions,

NOW, Therefore, the parties agree as follows:

Section One. Exchange of Functions. Effective August 1, 1990 the County shall, as a Type B-1 Area Agency on Aging, assume responsibility pursuant to Enrolled Senate Bill 875 (1989 legislature) for providing certain services heretofore provided by the State to Medicaid eligible individuals aged sixty-five (65) years and older and to individuals aged sixty (60) years and older who receive public assistance only in the form of food stamps. The State shall simultaneously assume responsibility pursuant to Enrolled Senate Bill 875 (1989 legislature) for providing services heretofore provided by the County to certain non-elderly disabled individuals. The parties acknowledge that this exchange involves the transfer of thirteen (13) earned full-time equivalents ("F.T.E.") from the County to the State, and the transfer of twenty - and one-quarter (25.25) earned F.T.E. from the State to the County.

Section Two. Positions to be Transferred From County to State. The following positions and, where applicable, their incumbents will transfer from County employment to State employment effective August 1, 1990:

Intergovernmental Agreement  
Page Two

<u>No. Full-Time Positions</u> <u>By July 1, 1990 County</u> <u>Classification</u>	<u>No. Transferring Incumbents</u>	<u>No. Vacant</u>
Nine (9) Case Manager 2's	Eight (8)	One (1)
Three (3) Senior Case Managers	Two (2)	One (1)
One (1) Case Management Supervisor	None	One (1)

Section Three. Positions to be Transferred From State to County. The following positions and, where applicable, their incumbents shall transfer from State employment to County employment effective August 1, 1990:

<u>No. Full-Time Positions</u> <u>By July 1, 1990 State</u> <u>Classification</u>	<u>No. Transferring Incumbents</u>	<u>No. Vacant</u>
Fourteen (14) Human Resource Specialist 2's	Fourteen (14) or less	zero (0) or more
Two (2) Office Assistant 2's	None	Two (2)
Two (2) Office Specialist 1's	None	Two (2)
One (1) Office Specialist 2	None	One (1)
One (1) Support Services Supervisor	One (1)	None
One Quarter (0.25) Program Supervisor	None	One Quarter (0.25)

Section Four. Funding of Functions Transferred from County to State. For the period August 1, 1990 through June 30, 1991 the State will reduce the County's allocation of state funding in the amount of fifty three thousand nine hundred eleven dollars (\$53,911) for functions transferred from the County to the State under this agreement, said amount reflecting eleven (11) months of materials and services funding at three hundred seventy-seven dollars (\$377) per earned F.T.E. for thirteen (13) earned F.T.E. In addition the County's allocation will be further reduced by an amount equal to eleven (11) months salary for positions transferred to the State under this agreement at the level allocated by the State, plus thirty seven percent (37%) of that amount (reflecting fringe benefit costs). Offsets against allocations to the County after June 30, 1991 for services assumed by the State under this agreement shall be determined in the manner prescribed by the normal course of dealing between the State's, Senior and Disabled Services Division and the County's Aging Services Division.

Intergovernmental Agreement  
Page Three

Section Five. Funding of Functions Transferred From State to County.

For the period August 1, 1990 through June 30, 1991 the State will reimburse the County the amount of one hundred three thousand three hundred fifty six dollars (\$103,356) for functions transferred from the State to the County under this agreement, said amount reflecting eleven (11) months of materials and services funding at four hundred sixty-four dollars (\$464) per earned F.T.E. for twenty and one quarter (20.25) F.T.E. In addition the State will pay the County an amount equal to eleven (11) months salary for positions transferred to the County under this agreement at the rate of pay of the incumbent (or the second step of the State salary range if the position is vacant), plus adjustments for anticipated State cost of living adjustments and projected merit increases, plus thirty seven percent (37%) of that amount (reflecting fringe benefit costs). In addition, the State shall provide the County with funding from regional office positions in the amount of ten thousand three hundred ninety-eight dollars (\$10,398). The reimbursement and payments provided under this section shall be made at a time, and funding for periods subsequent to June 30, 1991 shall be determined, in the manner prescribed by the normal course of dealing between the State Senior and Disabled Services Division and the County's Aging Services Division.

Section Six. Terms and Conditions of Employment In General For Employees Transferring Under This Agreement. The terms of ORS 236.610 through 236.650, and of Enrolled Senate Bill 875 (1989 Legislature), insofar as applicable, shall be applied by the State and County as new employers and shall govern the rights and status of employees transferring under this agreement between the State and County. This intergovernmental agreement is not intended to provide for terms of transfer affecting transferred employees which are any different or more favorable than those specified in ORS 236.610 to 236.650, except as is specifically provided in section seven below. Any remedies of any transferred employee shall be governed solely and exclusively by ORS 236.610 to 236.650 and not by the terms of this intergovernmental agreement.

Section Seven. Special Benefit Provisions. In addition to those benefits and rights provided under Section Six above, employees transferred under this agreement shall be subject to the following:

(A) Each employee transferring to the County under this agreement shall be permitted to carry from the State up to eighty (80) hours of accrued unused vacation leave for which the employee is not otherwise compensated by the State and such vacation leave may be used and compensated in the same manner and subject to the same limitations as vacation leave accrued while with the County.

(B) Each employee transferring to the County under this agreement shall be permitted to carry from the State his or her accrued unused sick leave which may be used and compensated in the same manner and subject to the same limitations as sick leave accrued while with the County.

(C) Each employee transferring to the State from the County under this agreement shall be permitted to carry from the County up to eighty (80) hours of accrued unused vacation leave for which he or she is not otherwise

Intergovernmental Agreement  
Page Four

compensated by the County and such vacation leave may be used and compensated in the same manner and subject to the same limitations as vacation leave accrued while with the State.

(D) Employees transferring to the State from the County under this agreement shall be permitted to carry from the County their accrued unused sick leave and use such sick leave in the same manner and subject to the same limitations as sick leave accrued while with the State.

(E) Nothing in this agreement shall preclude the State or County from considering and granting a written request of a transferee, submitted to the receiving employer prior to July 23, 1990, to be permitted to carry accrued unused vacation hours in excess of eighty (80) hours to the receiving employer. However, such request may be made only if the transferee can document preplanned vacation commitments that would be facilitated by the requested additional carryover. The granting employer shall immediately notify the other employer to preclude double compensation of the vacation hours covered by the request.

Section Eight. Enforcement. This agreement is for the exclusive benefit of the State and County. Nothing herein is intended to benefit any third party or to give any third party a right to enforce the terms of this agreement. This agreement shall not be deemed to vest any right, nor shall it be deemed to be enforceable by any third party in any legal, equitable, contractual or administrative proceeding whatsoever. It is the parties' intention that only the State or County may enforce this agreement.

Section Nine. Indemnification. Each party agrees to defend, indemnify and hold harmless the other party from any claims, contract grievances, lawsuits or demands of any kind which contend that one party should bear legal or contractual responsibility for the other party's alleged or actual failure to accord transferred employees any favorable treatment contemplated by this agreement or by ORS 236.610 to 236.650 or by Senate Bill 875.

Section Ten. Terms Are Contractual. The terms of this agreement are contractual and are not a mere recital.

Made and entered into this \_\_\_\_ day of July, 1990.

For the State of Oregon:



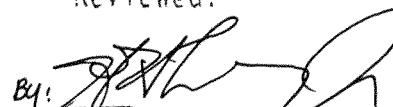
Richard C. Ladd  
Administrator  
Senior & Disabled Services Division

For Multnomah County, Oregon:



Gladys McCoy  
County Chair

Reviewed:

By:  7-16-90  
FOR: Laurence Kressel  
County Counsel

**RATIFIED**  
Multnomah County Board  
of Commissioners

July 26, 1990

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)

Meeting Date JUL 26 1990

Agenda No. R-7

REQUEST FOR PLACEMENT ON THE AGENDA

Resolution re:  
Subject: Public Guardian Policies and Procedures

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT DHS DIVISION ASD

CONTACT Chris Farley TELEPHONE 248-3646

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy & Chris Farley

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

The Public Guardian's Office has undergone significant audits since late 1987. These have resulted in significant fiscal and policy changes that have improved the overall operation and credibility of the program. The attached policies and procedures should be approved by the Board of County Commissioners, endorsing the program scope and direction.

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 15 minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy

BUDGET / PERSONNEL /

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

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

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

RESOLUTION  
BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF MULTNOMAH COUNTY, OREGON

In the matter of approving the                    )  
policies and operations of the                    )  
Public Guardian's Office                         )  
RESOLUTION  
90-111

WHEREAS, the Public Guardian's Office was fully audited by the County Auditor's Office and a full report was issued May 24, 1989, and

WHEREAS, the Public Guardian's Office has responded to the 29 recommendations found in the audit report through the appropriate development and implementation of policies and procedures, and

WHEREAS, the County Auditor has conducted a follow-up audit and found the majority of issues have been corrected or are in process of correction through the developed policies and procedures, and

WHEREAS, the implementation of these policies and procedures has significantly improved the position of the Public Guardian's Office to respond to the needs of the community, protect the resources of wards and the County, and has restored credibility to the program.

THEREFORE, BE IT RESOLVED, that the Policies and Procedures of the Public Guardian's Office are approved as submitted. Authority to add, modify or delete certain policies and procedures is hereby delegated to the Director of the Department of Human Services, and any substantive addition, modification, or deletion of policy or procedure will be reported to the Board of County Commissioners.

ADOPTED this 26th day of July, 1990.



MULTNOMAH COUNTY, OREGON

By Gladys McCoy  
Gladys McCoy, Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By LAZARUS



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
AGING SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
421 S.W. 5TH, 3RD FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3646  
TDD: 248-3683

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Gladys McCoy, Chair of the Board

THROUGH: Duane Zussy, Director *Duane Zussy*  
Department of Human Services

FROM: Jim McConnell, Director *J.M.C.*  
Aging Services Division

DATE: July 6, 1990

SUBJECT: Approval of Public Guardian Policies and Procedures

Recommendation: That the Board of County Commissioners adopt a resolution which approves the Policies and Procedures of the Public Guardian Program.

Analysis: The Public Guardian's Office has responded in a timely and professional manner to the recommendations of the County Auditor's Report and the PMCoA Task Force Report. As a result, the program is on a sound operational and fiscal basis and is well positioned to maintain and improve services as the demand steadily increases.

The attached policies and procedures guide that effort and should be endorsed by the Board of County Commissioners.

Background: In early 1988, the County Auditor began an extensive 16-month audit of the Public Guardian program. This resulted in a final report in May of 1989, providing 29 recommendations for improved fiscal and program operations.

Approval of Public Guardian Policies and Procedures  
July 6, 1990  
Page 2

Background:  
(Cont.)

During 1989 and early 1990, the Public Guardian's Office responded to the outcomes of the audit by establishing a totally revised and automated fiscal system that provides for safekeeping of wards' resources and establishes sound accounting methods and effective checks and balances. In addition, program policies and procedures were developed that guide the overall operation of the Public Guardian's Office.

A follow-up audit was conducted in December 1989 by the County Auditor's Office and it was found that the program was in compliance with the majority of recommendations and that action was in place to comply with the remaining recommendations.

In 1988, the Portland Multnomah Commission on Aging convened a task force to study the future of the Public Guardian's Office. This resulted in a final report distributed in December 28, 1988. Many of the task force recommendations have been incorporated into the attached policies and procedures. The PMCoA recommended the establishment of a Technical Advisory Committee to advise the Department of Human Services on the operation and future development of the program. This advisory committee will be constituted and begin operation in July, 1990.

A report was presented to and accepted by the PMCoA in April of 1990.

In the matter of approving the ) RESOLUTION  
policies and operations of the ) #90  
Public Guardian's Office

THEREFORE BE IT RESOLVED, that the Policies and Procedures of the Public Guardian's Office are approved as submitted. Authority to add, modify or delete certain policies and procedures is hereby delegated to the Director of the Department of Human Services and any substantive addition, modification or deletion of policy or procedure will be reported to the Board of County Commissioners.

PUBLIC GUARDIAN/CONSERVATOR  
POLICIES AND PROCEDURES MANUAL

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Policy 001

ELIGIBLE POPULATION

Adoption Date

Authorizing Signature

Revision Date

1. Public Guardian services are available to any Multnomah County resident over the age of 18 years and who meets the legal definition of incapacity as stated in Oregon Revised Statute 126.003.
2. Any person referred to the Public Guardian's Office will be screened with regard to the following:
  - a) level of incapacity
  - b) level of need
  - c) caseload limitations
  - d) priority status

CHRIS FARLEY/jmx

[PGC0127]-1

Policy 002

FEES FOR SERVICE

Adoption Date

Authorizing Signature

Revision Date

1. Medicaid clients will have waived fees due to the receipt of Title XIX dollars.
2. All non-Medicaid clients will be assessed a fee for service.
3. The annual fee for guardianship services and conservatorship services will be adjusted at the beginning of each fiscal year, based upon the cost experience of the previous fiscal year.
4. Fees will be prorated and collected on a monthly basis.
5. Fees will be collected from only those non-Medicaid clients with an account balance of more than \$2,000. Account balances will not be reduced below \$2,000 due to fee collection.
6. Uncollected fees will be held in abeyance until either the account balance exceeds \$2,000 or until the Final Accounting. Fees will then be collected from available funds or from the estate.
7. The Financial Specialist will keep an ongoing record of all waived fees, fees held in abeyance, fees collected, and fees earned. This record will be given the Manager of Business Services and the Public Guardian on a quarterly basis.

CHRIS FARLEY/jmr

[PGC0127]-2

Policy 003

CASE MANAGEMENT

Adoption Date

Authorizing Signature

Revision Date

1. All Medicaid, Adult and Family Services, and County Mental Health clients will receive case management from these programs, in coordination with the Public Guardian's Office.
2. The Public Guardian will hire private case managers for clients not receiving financial assistance from the above government programs.
3. Case managers will have primary responsibility for client contact and service delivery. Case managers will report to the Public Guardian's Office, at least monthly, about the status of the client.
4. The Public Guardian's Office will develop a Guardianship Plan tailored to each client. The Plan will include background on a client that will briefly address family/social history, medical/emotional/mental conditions, and any special information that would be helpful in serving the client. The Plan will also detail any current issues that require attention. Finally, the Plan will list specific actions to be taken that include time-frames.

CHRIS FARLEY/jmr

[PGC0127]-3 jmr

Multnomah County  
Aging Services Division

NURSING FACILITY CASE MANAGEMENT STANDARDS

(Approved December 1, 1985)

The expectations of a Nursing Facility case manager are many faceted. Not only do the demands have the broad base of medical, social, and financial services, but they vary with each case. The number of special problem situations encountered will probably equal the number of clients served. This report lists the basic standards for the management of a Nursing Facility caseload. It should be noted that the accomplishment of all these requirements requires the completion of at least 35 financial and service delivery forms. In addition, many of the Nursing Facility case managers continue to provide information and assistance with financial policy and procedures to other case managers. If time permitted, there would undoubtedly be many additional services which could be provided to our clients, their families and the Nursing Facilities.

I. Nursing Facility Case Manager Interaction with the Public

A. Generally, the case manager will deal with six groups of people:

1. Nursing facility clients
2. Family members, friends or other client representative
3. Facility staff--Director of Nursing Services (DNS), bookkeeper, dietician, Physical Therapist, charge Registered Nurse, aide, activities director, social worker, administrator
4. Health care professionals and providers
  - Oregon Medical Professional Review Organization (OMPRO)
  - State Senior Services Division (SSD) Client Care
  - Monitoring RN's
  - Pre-Admission Screening (PAS) Team
  - Doctors
  - Outside providers of Physical/ Occupational & Speech Therapy, oxygen, and miscellaneous medical supplies
5. Aging Services Division (ASD), ombudsman, Estate Administration, ASD medical work, Social Security Administration, Veterans Administration, Health Division, Legal Aid, Public Guardian, and other agencies

NURSING FACILITY CASE MANAGEMENT STANDARDS

6. Attorneys, bankers, insurance companies and other professionals
- B. These individuals and groups may expect the following from the case manager:
  1. Knowledge of client, treatment of client as an individual
  2. Information sharing that is respectful of client confidentiality
  3. Coordination of services, of communication, of problem-solving
  4. Communication skills--ability to translate several different "languages" (terminologies) from several sources
  5. Technical knowledge regarding financial eligibility--XIX, VA, Medicare, Social Security, etc.
  6. Knowledge of case management principles, priorities
  7. Knowledge of roles of OMPRO, SSD, PAS and internal agency processes
  8. Advocacy or development of advocacy on behalf of client
  9. Mediation/facilitation of communication among all of the above groups
  10. Knowledge of strengths or weaknesses of the facilities, how the facilities operate
  11. Ability to help upgrade the system
  12. Professional, competent presentation of self to others
  13. Participation in care conference whenever possible
  14. Stability in regard to caseload or nursing facility assignment, in order to develop trust and good working relationship
  15. Maintain a well-documented record of social, medical and financial needs and services provided to the client

## NURSING FACILITY CASE MANAGEMENT STANDARDS

16. Listening and responding with compassion, treating their concerns seriously
17. Following up in a timely manner
18. Ability to involve clients appropriately in dealing with their affairs (judgment as to their abilities to deal with the situation at hand)
19. Mediation between client and family and/or nursing facility to prevent or resolve a crisis

### II. Nursing Facility Case Manager's Case Management Responsibility

A. The frequency of visits to individuals in a nursing facility by the case manager may vary, based on financial, physical, and social circumstances. If the case manager finds any circumstances in any of the three areas which are unstable or of concern, the case manager will find it necessary to visit an individual much more often, in order to monitor and maintain awareness of the situation. On a more routine basis, the case manager will visit individuals under the following circumstances and within the following time frames:

1. Persons who are newly placed in their facility

Minimum acceptable: within one month  
Standard expectation: within one week

2. Persons who are newly flagged for possible relocation

Minimum acceptable: within one month flagged  
Standard expectation: take relocation worker and introduce to the person within one week

3. At time of quarterly nursing facility care conference

Minimum acceptable: At least one time per year (service review is due yearly) prior to care conference

Ideal: Routinely at quarterly care conference

4. Other clients needing visits

Those clients who are socially isolated (i.e., the lonely, young, those with no family, etc.)

## NURSING FACILITY CASE MANAGEMENT STANDARDS

Those involved in active rehabilitation plans

Terminally ill clients

Those persons with problems in or with the nursing facility (behavior, etc.)

Persons with financial changes or complications, if individual's capabilities allow and they handle their own financial affairs

Demanding and/or needy persons

It should be noted also that it is often necessary for the case manager to have office visits or make field visits with significant other family members or friends on behalf of incompetent individuals.

B. The case manager will look for the following during the visits to individuals in nursing facilities:

1. The general condition of the client and environment, maintenance of the facility
2. Appropriateness of placement of the individual
3. Cleanliness of the environment and the resident
4. How the facility handles personal items and safeguards clients' property
5. Appearance, nutritional value, quantity of meals and compliance with prescribed diet
6. Unmet care needs. Is the facility following the individual's care plan, doctor's orders?
7. Any unmet social needs
8. The overall attitude of facility staff toward patients
9. Any possible abuse or neglect of patients. Is the facility exercising reasonable safety and supervision in caring for patients?
10. Attitude of the patient regarding the placement, care, the facility, staff, etc.
11. How the facility's handling the Personal Incidental Funds to meet personal needs, and whether any additional charges to the individual are appropriate.

NURSING FACILITY CASE MANAGEMENT STANDARDS

12. Any friends or relatives noted in the facility chart or who visit the individual of whom the agency was not before aware
- C. The case manager will record the following information regarding the visit:
1. Name and date of visit
  2. Decisions made regarding appropriate level of care--documentation of care needs and source of information (i.e., patient's chart, care plan, and facility staff)
  3. Were any problem areas discovered--identification of staff and collateral contacts involved in resolution of problem
  4. Are there any unmet needs and what is the plan to deal with them
  5. Have there been any changes in physical, financial, or social needs of client
  6. What is the patient's attitude regarding placement in a facility, the care they are receiving, etc.
- D. The case manager is responsible for decisions and judgments in the following areas, and is expected to consult with the lead workers, PAS MSW or RN, or branch manager as needed:
1. Provision of information to OMPRO, CCM Unit and PAS, which may affect level of care decisions. Identification to OMPRO, CCM or PAS of clients whose changing status calls for level of care review
  2. Evaluation of appropriateness of continued nursing facility care for ongoing clients. Referral for possible relocation
  3. Determination of possible abuse/neglect of a client. Referral to appropriate staff for intervention. On occasion, the case manager may participate in investigating and documenting an alleged incident of abuse/neglect
  4. Judgment regarding the appropriateness of new placements to specific nursing facilities. A thorough knowledge of the facility strengths and weaknesses should be balanced with the prospective client's care needs

## NURSING FACILITY CASE MANAGEMENT STANDARDS

5. Identification of unmet care needs and how to address them
6. Decisions on how to balance client/family requests with nursing facility staff response
7. Monitoring of appropriate use of clients' personal incidental funds by nursing facilities or relatives

### III. Nursing Facility Caseload

In order to become familiar with the clients and facilities, identify needs and respond to these needs, the caseload would be best kept at 130-150 maximum.

### IV. Nursing Facility Case Manager Skills and Training Expectations

#### A. Skills required by nursing facility/case manager

1. Knowledge of Title XIX and service policies and manuals, and the ability to interpret and apply these rules/guidelines to specific cases
2. Oral and written communication/interviewing skills
3. Translate and use computer information and printouts
4. Fact finding skills--financial/medical/social
5. Understand medical terminology
6. Awareness of community resources
7. Judgment of care needs--level of care--facility capability
8. Assertiveness, self-confidence, decision making
9. Ability to organize information and set work priorities
10. Ability to work with others and coordinate information from various sources
11. Work independently and responsibly--know when to seek help from PAS, supervisor, protective services, relocation worker, through conferences and staffing

NURSING FACILITY CASE MANAGEMENT STANDARDS

12. Information and referral--family, spouses, and representatives often request assistance or need reassurance
13. Flexibility--adapt to job changes and stress
14. Knowledge of hearing process and ability to represent branch at SSD and other agency hearings

B. Training needed by a nursing facility case manager

1. Medical terminology--disease and effects, medication and effects
2. Overview of all agency programs--Outreach, etc.
3. Interviewing skills for special situations--the deaf, confused, mentally ill, hostile, etc.
4. Estates, property, insurance, Medicare, Vet benefits
5. Financial--ongoing as policies change. Also training in adequate documentation of Title XIX eligibility is necessary, in order to stay within acceptable Quality Control standards to prevent loss of matching funds

[PGC0068]-jmr

PROBATE COURT REPORTS

Adoption Date

Authorizing Signature

Revision Date

1. The Public Guardian will submit all Annual Guardian Reports to the Probate Court, as required by ORS 126, within 30 days after the anniversary date of appointment.
2. The Public Guardian will submit all Annual Accountings to the Probate Court, as required by ORS 126, within 30 days after the anniversary date of appointment.
3. Investigation for further discovery of accounts that may have been compromised by the actions of the Public Guardian prior to October, 1987, will be conducted by a thorough review of Annual and Final Accountings by the assigned Guardian/Conservator in charge of the client. Any funds due to the ward or to the ward's estate as a result of this discovery or any other financial irregularities which occurred prior to October, 1987, coming to light in the normal course of Public Guardian/Conservator business will be referred to the County's Insurance Fund for payment.
4. The Public Guardian will submit all Final Accountings and Final Guardian Reports to the Probate Court, as required by ORS 126, as soon as possible following the decision to terminate the guardianship/conservatorship, but no later than 30 days after the next anniversary date of appointment.

POLICIES AND PROCEDURES MANUAL

PUBLIC GUARDIAN/CONSERVATOR

JOB DESCRIPTION (Cont'd.)

CONSERVATOR (Cont'd.)

AREAS	DUTIES
<u>Court Relationship:</u>	File petitions, inventories, accounts.  Appear when appropriate.
<u>Referrals:</u>	Screens, consults, refers, investigates.  Decides appropriate cases for P.C.-- ability to follow principle of least restrictive option and discern issues of "freedom vs. safety" and "right to folly" as applicable in particular cases.

POLICIES AND PROCEDURES MANUAL

PUBLIC GUARDIAN/CONSERVATOR

JOB DESCRIPTION (Cont'd.)

GUARDIAN

AREAS	DUTIES
<u>Life Management:</u>	<p>Understands particular disability of ward so that able to make appropriate life decisions for the ward including-- medical decisions, placement decisions, quality of life decisions; acts as a "parent" would in making decisions for child.</p> <p>See that case management is done for the ward, either by Guardian office or delegating out.</p> <p>Be fully informed of status of life of ward--at all times.</p> <p>Available 24-hours-a-day through emergency phone system.</p> <p>Ability to make reasonable decisions in climate of hostility and involuntariness.</p>

POLICIES AND PROCEDURES MANUAL

PUBLIC GUARDIAN/CONSERVATOR

JOB DESCRIPTION (Cont'd.)

GUARDIAN

AREAS	DUTIES
<u>Court Relationship:</u>	Files petitions, reports  Appear when appropriate  Able to discern and deal with Temporary Guardian emergency situations.
<u>Referrals:</u>	Screens, consults, refers, investigates.  Decides appropriate cases for P.G.-- ability to follow principle of least restrictive options and to discern issues of "freedom vs. safety" and "right to folly" as applicable in particular cases.

POLICIES AND PROCEDURES MANUAL

PUBLIC GUARDIAN/CONSERVATOR

JOB DESCRIPTION (Cont'd.)

PROGRAM MANAGER

AREAS	DUTIES
<u>Relationship with Staff:</u>	<p>Set up office business practice, appropriately using secretaries and fiscal person.</p> <p>Use Deputy PG/C appropriately--delegating duties.</p> <p>Manage and supervise subordinates.</p>
<u>Relationship with Supervisors:</u>	<p>Manage program under guidance and supervision of immediate superior.</p> <p>Program Manager duties with Multnomah County system.</p>

POLICIES AND PROCEDURES MANUAL  
DEPUTY PUBLIC GUARDIAN/CONSERVATOR  
(ADMINISTRATIVE SPECIALIST)  
JOB DESCRIPTION

Qualifications:

Bachelors Degree plus three years experience in direct case management and money management. Preferred experience in property management and Probate Court Procedures.

Duties Include:

Life Management:

Understands particular disability of ward, in order to make appropriate life decisions for the ward, including: medical decisions, placement decisions, quality of life decisions. Either directly or indirectly provides case management for the ward, is informed of status of life of the ward at all times, available 24-hours a day for emergencies, ability to work under stress, ability to cope with hostile and uncooperative wards.

Court Relationship:

File petitions and reports. Appear when appropriate. Able to discern and deal with Temporary Guardian emergency situations.

POLICIES AND PROCEDURES MANUAL  
DEPUTY PUBLIC GUARDIAN/CONSERVATOR  
(ADMINISTRATIVE SPECIALIST) (Cont'd.)  
JOB DESCRIPTION

Referrals: Screens, consults, refers, investigates. Ability to follow least restrictive options and to discern issues of "freedom vs. safety" and "right to folly" as applicable in particular cases.

Asset Management: Determine income and obligations. Create a budget. Apply for all entitlements. Compile inventory. Receive and channel income. Manage investments. Arrange for disbursements. Secure all monies and property. Is mindful of fiduciary responsibility.

Court Relationship: File petitions, inventories, accounts. Appear when appropriate.

Program Development: Assist PG/C in developing policies and procedures, improving systems, and promotion of the program as assigned.

Supervision Received: Works under the general supervision of the PG/C with little or no technical supervision or in-program work review.

Supervision Exercised: May direct the activities of administrative support personnel.

POLICIES AND PROCEDURES MANUAL  
OFFICE ASSISTANT III  
PUBLIC GUARDIAN/CONSERVATOR PROGRAM

QUALIFICATIONS:

Typing (at least 50 wpm), word processing and/or data entry on a PC terminal, transcribing from dictation equipment, filing, answering phones, and 10-key.

The ability to work under limited supervision, exercise independent judgment, organize/prioritize work, and clearly follow oral and written instructions is essential. The ability to work under stress and deal with difficult people is also necessary.

DUTIES INCLUDE:

1. Prepare, with complete accuracy, legal documents (Court Reports), including Annual Accounts, Final Accounts, Petitions, Inventories, and Guardian Reports, using a typewriter or word processor. This includes using a 10-key to total receipts and disbursements, and verify account balances.
2. Prepare (from rough draft, handwritten material, or machine dictation) letters, memos, notes to client files, forms, reports, and other correspondence, using a typewriter, word processor, or PC terminal. This requires an understanding of a specialized vocabulary and some medical/legal terminology.

POLICIES AND PROCEDURES MANUAL  
OFFICE ASSISTANT III  
PUBLIC GUARDIAN/CONSERVATOR PROGRAM (Cont'd.)

3. Review client files and gather information for use by the Public Guardian and/or Deputy Public Guardian(s).
4. Train one full-time Office Assistant II and one half-time Office Assistant II (when hired) in clerical procedures/office policies, and coordinate/review most of their work.
5. Answer/screen telephone calls, which often involves dealing with confused or angry persons.
6. Process and distribute incoming mail.
7. Photocopy, sort, and assemble various materials.
8. Filing--chronologically, alphabetically, numerically.

POLICIES AND PROCEDURES MANUAL

PUBLIC GUARDIAN/CONSERVATOR

JOB DESCRIPTION

PUBLIC CONSERVATOR:

Acts as "public fiduciary " or "public trustee" over assets of protected persons so declared by Probate Court.

Follows Oregon Conservatorship laws to implement duties as conservator--acts responsibly and reasonably in managing assets of protected persons.

Sets up and manages an office fiscal/asset system that follows basic business and accounting principles.

Under guidance of County Counsel, practices law in Probate Court by filing petitions, inventories, accountings, and other reports, and making appearances when necessary before the Judge.

Investigates referrals to program by appropriate screening, processing, and referring out to other resources. Coordinates fully with existing protective services system to deal with problem of asset exploitation of elderly and disabled persons.

POLICIES AND PROCEDURES MANUAL  
PUBLIC GUARDIAN/CONSERVATOR  
JOB DESCRIPTION

PUBLIC GUARDIAN:

Acts as "public fiduciary" over lives of incapacitated persons so declared by Probate Court.

Follows Oregon Guardianship laws to implement duties as guardian--acts responsibly and reasonably in managing the lives of incapacitated persons.

Sets up and manages a program guardianship system that provides for full case management to each ward--whether provided by the program itself or delegated to others.

Under guidance of County Counsel, practices law in Probate Court by filing petitions, annual reports, and making appearances before the Judge when necessary.

Coordinates with protective service system to deal with problems of abuse and neglect of elderly and disabled persons. Investigates, screens, and processes referrals to program.

POLICIES AND PROCEDURES MANUAL

PUBLIC GUARDIAN/CONSERVATOR

JOB DESCRIPTION

PROGRAM MANAGER:

Manages and supervises program staff that implements Public Guardian/  
Conservator duties.

POLICIES AND PROCEDURES MANUAL

PUBLIC GUARDIAN/CONSERVATOR

JOB DESCRIPTION

CONSERVATOR

AREAS	DUTIES
Asset Management:	Marshalling assets at beginning of case.
	Compiling inventory.
	Receiving income.
	Investments.
	Disbursing checks.
	Set up appropriate bank accounts.
	Set up safe deposit box.
	Operate business of conservatorship by established standards of business and accounting practice.
	Computerized business practice-- appropriately manage assets of each protected person.

Policy 005

INVENTORIES

Adoption Date

Authorizing Signature

Revision Date

1. An inventory of all client assets (including cash, income, real property, personal property, insurance policies, stocks, bonds, and annuities) will be filed with the Probate Court within 90 days following the date of appointment, as required by ORS 126.
2. Inventories will be prepared by the conservator in charge of each client, and witnessed by a second person.
3. All inventories will include an assigned value for each item listed, plus the total estate value.
4. All inventories will be updated annually and filed with the Probate Court as "Exhibit B" in the Annual Accounting.
5. The Public Guardian will review all initial and subsequent inventories prior to filing with the Probate Court. The Public Guardian will ensure that all inventories are filed by the due date.

CHRIS FARLEY/jmr

**GUARDIAN/CONSERVATOR PLAN**

**BUDGET & ASSETS**

CLIENT: \_\_\_\_\_

DATE: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_

**BUDGET**

INCOME		MAIN MONTHLY EXPENDITURES	
Amount	Source	Amount	To Whom
\$		\$	
\$		\$	
\$		\$	
\$		\$	
\$		\$	
\$	TOTAL MONTHLY	\$	TOTAL MONTHLY

**ASSETS**

VALUE

CONSERVATORSHIP TRUST ACCOUNT:      Balance as of \_\_\_\_\_ = \$ \_\_\_\_\_

REAL PROPERTY at: \_\_\_\_\_ = \$ \_\_\_\_\_

PERSONAL PROPERTY: [Describe property & location]

☐ FUNERAL/CEMETERY POLICY \_\_\_\_\_ = \$ \_\_\_\_\_

☐ JEWELRY \_\_\_\_\_ = \$ \_\_\_\_\_  
 \_\_\_\_\_ = \$ \_\_\_\_\_  
 \_\_\_\_\_ = \$ \_\_\_\_\_

☐ FURNITURE, T.V., ETC. \_\_\_\_\_ = \$ \_\_\_\_\_  
 \_\_\_\_\_ = \$ \_\_\_\_\_  
 \_\_\_\_\_ = \$ \_\_\_\_\_

☐ OTHER PROPERTY OF VALUE \_\_\_\_\_ = \$ \_\_\_\_\_  
 \_\_\_\_\_ = \$ \_\_\_\_\_  
 \_\_\_\_\_ = \$ \_\_\_\_\_  
 \_\_\_\_\_ = \$ \_\_\_\_\_

TOTAL VALUE OF ALL ASSETS = \$ \_\_\_\_\_

**CONSERVATOR PLAN**

FOR TIME PERIOD OF: \_\_\_\_\_

CLIENT NAME: \_\_\_\_\_

DATE OF APPOINTMENT: \_\_\_\_\_

BRIEF PROFILE OF ESTATE AND FINANCES:

ISSUES:

Issues	Action Proposed	Completion Date

NARRATIVE: (Optional)

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SUMMARY OF PLAN:

Policy 006

CLIENT ACCOUNT RECONCILIATION

Adoption Date

Authorizing Signature

Revision Date

1. The Business Services Financial Technician within the Aging Services Division will reconcile the client accounts to the fund held by the County Treasurer on a monthly basis.
2. The Financial Technician will promptly report any discrepancies to his/her immediate supervisor and to the Public Guardian.
3. The Financial Technician will not post transactions to the client accounts nor be involved in the disbursement of client funds, in order to preserve checks and balances.

CHRIS FARLEY/jmr

Policy 007

CLIENT ACCOUNT OVERDRAFTS

\_\_\_\_\_  
Adoption Date

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Revision Date

1. No expenditure will be made from any client account with insufficient funds.

CHRIS FARLEY/jmr

[PGC0127]-7

Policy 008

REAL PROPERTY

\_\_\_\_\_  
Adoption Date

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Revision Date

1. All real property will be listed on the client inventory sheet by address. The tax assessed value will also be listed.
2. When and if real property is to be sold, a property appraisal will be obtained.
3. Real property will only be sold if it is clear that the client cannot reside on the property due to a lack of medical and/or mental independence, or if the client needs the money from the sale of the property to meet current financial needs.
4. Every effort will be made to avoid the sale of real property on contract, whenever possible. When a contract sale is the only feasible way to sell real property, the conservator in charge of the client's property will monitor the timely receipt of contract payments. The Financial Specialist assigned to the Public Guardian's Office will also monitor the terms of the contract sale.
5. The Public Guardian will approve all contract sale agreements prior to finalizing the sale.
6. Improvements to real property will only be made to ensure the safety of the resident, to bring a property up to code, or to make a property marketable.
7. All property improvements will occur under a County Personal Services Agreement (contract). The contract will be awarded to the most appropriate bid.
8. Invoices for all materials and labor will be submitted to the Public Guardian's Office. The Public Guardian's Office staff will inspect each completed job before authorizing payment.

CHRIS FARLEY/jmr

Policy 009

DOCUMENTATION

Adoption Date

Authorizing Signature

Revision Date

1. Every contact with the client, whether in person, by phone, or by mail, will be documented in the client file with either a note to the file or a copy of the correspondence.
2. The details of the contact will be thoroughly documented.
3. All indirect contacts on behalf of clients will also be thoroughly documented.
4. All transactions will be supported in the client file with invoices, bids, correspondence, and other documentation.
5. All documentation will be entered into the client file in a timely manner.

CHRIS FARLEY/jmr

[PGC0127]-9

Policy 010

TAXES

Adoption Date

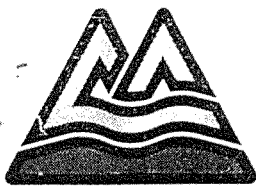
Authorizing Signature

Revision Date

1. If client funds are sufficient upon receipt of property tax notices, the tax will be promptly paid.
2. When client funds are so limited that property taxes can only be paid on a tri-mester basis, the conservator in charge will coordinate with the Financial Specialist to promptly pay quarterly taxes.
3. When client funds are insufficient to pay property taxes, the Public Guardian's Office will arrange for taxes to be deferred until the sale of the property.
4. All client income tax returns will be filed with the Internal Revenue Service by April 15th of each year. All income taxes will be promptly paid, either at one time when sufficient funds are available, or by arrangement with the IRS, when limited funds are available.
5. All Renter Refunds will be applied for by July 1 each year.
6. When a client's tax situation exceeds the knowledge of the Public Guardian's Office staff and/or Business Services staff, tax experts will be consulted.
7. Business Services will either prepare or arrange for the preparation of all client taxes, to be reviewed and approved by the Public Guardian's Office staff before filing.

CHRIS FARLEY/jmr

[PGC0127]-10a




# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
AGING SERVICES DIVISION  
OFFICE OF PUBLIC GUARDIAN AND CONSERVATOR  
421 S.W. FIFTH AVENUE, 3RD FLOOR  
PORTLAND, OREGON 97204-2220  
(503) 248-3646

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Bill Moravics  
FROM: Jeff Brandon   
THROUGH: Chris Farley  
DATE: March 28, 1990  
SUBJECT: TAX POLICY ON DECEASED CLIENTS

As requested, the following is the PG/C policy for handling taxes on deceased clients:

1. When a case has been closed via a legal Probate process (has a Personal Representative or Claiming Successor), the PG/C will pass all tax matters on to the P.R. It is the responsibility of the P.R. to file taxes.
2. When a case is to be closed without a Probate (as is the norm, where PG/C turns over assets to State EAU based on an outstanding claim), the PG/C will henceforth institute a procedure on its "closing checklist"--that is, as part of the closing of a case, we will decide whether taxes for a decedent estate (Federal Form 1041) should be filed. We will do that by coming to you with the pertinent information and getting a tax filing decision. If we owe taxes, we would issue a check out of the Conservatorship before closing. If a refund is due, we would close the case and eventually pass the refund check on to EAU.
3. We have an exceptional situation now, where some Conservatorships have been closed, the assets turned over to EAU, and now taxes need to be filed. The problem is that "no one" is responsible: we have closed; EAU is the only claimant and doesn't deal with taxes. We have decided to sign the tax form and send it in. The taxes have to be filed. We will just sign as "past Conservator" of Mr./Ms. X. This situation should not arise again in the future.

Memo to Bill Moravics  
March 28, 1990  
Page Two

Thank you. I hope this clarifies the future policy.

cc: Chris Farley  
Marie Eighmey  
Shirley Sanders  
Virginia Quimby  
Julie Russo

Policy 010

TAXES -- CLIENTS

AGING SERVICES DIVISION  
BUSINESS SERVICES

Adoption Date

Authorizing Signature

Revision Date

POLICY:

1. The PG/C files tax returns and takes such other action as needed to satisfy the tax liabilities of its clients.
2. Because the PG/C does not receive payment for the preparation of the client's (protected person's) tax returns, the Financial Specialist who prepares these tax returns does not need to be licensed as a tax preparer. (See ORS 673.615).
3. The PG/C must sign the tax returns with his/her own name (not the client's name) as the guardian/conservator for the protected person.
4. The PG/C pursues and collects monies due to client.

PROCEDURES:

1. The PG/C and/or deputies collect and file any available tax information and documentation available in the taking of the inventory of the assets, etc., of newly admitted clients.
2. The PG/C Financial Specialist establishes a schedule of the tax returns, related actions and due dates for PG/C clients.
3. The PG/C Financial Specialist prepares and submits necessary returns on or before their due dates. Such returns include but are not necessarily limited to:
  - a) Federal and state income tax returns.
  - b) Oregon renters refund forms submitted separately if not included with the income tax returns.
  - c) Federal and state estate and trust returns.
4. On a quarterly basis, the ASD Financial Specialist supervisor reviews the schedule and makes certain all forms are completed on a timely basis.

Policy 011

CLIENT PURCHASES BY STAFF

Adoption Date

Authorizing Signature

Revision Date

1. The Public Guardian's Office staff and their designees (i.e., case managers) may purchase with their own personal funds merchandise for clients. This practice will only occur when it is impractical to wait for a check to be issued from the County Accounts Payable.
2. When necessary, the Public Guardian's Office staff may arrange with case managers to make purchases with their own personal funds for clients.
3. Proper documentation (including receipts, identification of purchases, and identification of the client receiving purchases) will be submitted to the Financial Specialist for reimbursement from client funds.
4. The Financial Specialist will bring questionable purchases to the attention of his/her supervisor and the Public Guardian.

CHRIS FARLEY/jmr

[PGC0127]-11

Policy 012

BURIAL TRUSTS

\_\_\_\_\_  
Adoption Date

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Revision Date

1. The Public Guardian's Office staff will purchase Burial Trusts for clients as soon as there are sufficient funds in the client's account.
2. When insufficient funds exist for the purchase of Burial Trusts, other burial arrangements will be made, consistent with client religious beliefs and available resources.

CHRIS FARLEY/jmr

[PGC0127]-12

Policy 013

REFERRALS

\_\_\_\_\_  
Adoption Date

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Revision Date

1. The Public Guardian's Office staff fill out a referral intake form on every referral received, and process the initial information with the referring source.
2. Every referral is reviewed in detail by the Public Guardian and Deputy Guardians on a weekly basis.
3. A record is kept by the Public Guardian of all referrals and their disposition. In addition, files are kept on every referral.
4. All referrals are screened for Multnomah County jurisdiction, the age of majority, incapacity according to ORS 126, the level of incapacity, the level of need, caseload limitations, and priority status.
5. The priority status of accepting cases is:
  - a) Life-threatening emergency
  - b) Imminent physical risk
  - c) Imminent financial risk
  - d) Appropriate cases
6. All referrals are responded to as soon as possible, but not to exceed one week. Emergency referrals receive immediate attention.
7. The referral record can be used to document the need for Public Guardian/Conservator services in Multnomah County.

CHRIS FARLEY/jmr

[PGC0127]-13

Intake Form  
for  
Public Guardian/Conservator Referrals

DATA

Date \_\_\_\_\_ Referral  
Taken By \_\_\_\_\_

Referring Source:

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Agency \_\_\_\_\_

NAME OF REFERRAL \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Temporary Location \_\_\_\_\_

Date of Birth \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

Medicaid No. \_\_\_\_\_ Medicare No. \_\_\_\_\_

Marital Status: \_\_\_\_\_ Race \_\_\_\_\_

Immediate Family:

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone \_\_\_\_\_

Key Friends/Neighbors:

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone \_\_\_\_\_

PROPERTY

Real \_\_\_\_\_

Personal:

Monthly Income \$ \_\_\_\_\_ Source \_\_\_\_\_

Monthly Income \$ \_\_\_\_\_ Source \_\_\_\_\_

Savings \_\_\_\_\_

Other Assets \_\_\_\_\_

Other Relevant Data: \_\_\_\_\_

Notes regarding discussion of problems

Summary of essential problem(s) requiring G and/or C

Problem Summary	
Medical	_____
Mental	_____
Placement	_____
Family	_____
Money	_____
Property	_____
Other	_____

Outcome of this intake

Policy 014

GUARDIANSHIP PLAN

Adoption Date

Authorizing Signature

Revision Date

1. A Guardian Plan will be developed for each client upon Court appointment.
2. Guardian Plans will include:
  - a) the period of time covered by the Plan
  - b) the client's name
  - c) the date of appointment
  - d) a brief client profile, including background, diagnosis, current status, etc.
  - e) a list of imminent issues, proposed action, and target dates
  - f) optional narrative
  - g) Plan summary

**GUARDIAN PLAN**

FOR TIME PERIOD OF: \_\_\_\_\_

CLIENT NAME: \_\_\_\_\_

DATE OF APPOINTMENT: \_\_\_\_\_

PROFILE: (background, diagnosis, status, etc.)

ISSUES:

Issues	Action Proposed	Completion Date

NARRATIVE: (Optional)

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SUMMARY OF PLAN:

Policy 015

CLIENT VISITATION

Adoption Date

Authorizing Signature

Revision Date

1. Contact will be made monthly with every client.
2. Case managers will have the key responsibility for visiting the clients, with additional visits from family, friends, professionals, and the Public Guardian's Office.
3. All contacts with the client will be documented in the client file with attention to progress on the issues identified in the Guardian Plan.
4. Clients experiencing particular difficulty will be visited, supervised, and monitored more frequently.
5. The Public Guardian's Office staff will oversee the activities of case managers on a monthly basis.
6. The Public Guardian meets monthly with staff on an individual basis to review case progress and problem-solve.
7. The Public Guardian reviews every case on an annual basis.

CHRIS FARLEY/jmr

[PGC0127]-15

Policy 016

PUBLIC GUARDIAN/  
CONSERVATOR SERVICES

\_\_\_\_\_  
Adoption Date

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Revision Date

1.     **ADMISSIONS:**  
To hospitals, care facilities and other treatment programs where legal consent is required.
2.     **ADVOCACY:**
3.     **AMBULANCE SERVICES:**  
Assurance to ambulance crew that patient may be transported against will if under guardianship (often, PG/C must be on site with Guardianship Letters before crew will transport).
4.     **APPLIANCE, T.V. REPAIRS:**  
Whether in private home or care facility, clients own--and depend upon--their own TV's, refrigerators, typewriters, vacuum cleaners, etc. PG/C staff knows if finances allow for repairs/replacement and can set up needed service.
5.     **APPOINTMENTS:**  
For medical, mental health care and ancillary services (dental, podiatric, physical/occupational/vocational therapies),; personal care (hair, bathing); pet care; home/household services.
6.     **ASSESSMENTS:**  
Comprehensive medical, psychiatric, social, financial needs assessment for baseline data, care planning and implementation, evaluation and adjustment of plan as needed.
7.     **CARE CONFERENCE PARTICIPATION:**  
Meet with institution staff to discuss overall status, progress, goals, objectives, expectations of staff.

8. CARE PLANNING:  
Overview of needs and corresponding approach through goals and objectives to stabilization, support in least restrictive environment which can offer greatest security and high level of care.
9. CARE PROVIDER ASSISTANCE AND SUPPORT:  
Persuasion to keep difficult wards threatened with eviction; coordination of community resources to offer additional support to care providers; insight into special needs of wards with subsequent understanding and dignified delivery of care.
10. CASE MANAGEMENT/BROKERAGE:  
Based upon needs, availability of community resources, and ability to pay.
11. CODE/NO CODE (DO NOT RESUSCITATE) STATUS:  
Determination based upon overall health and cognitive status, clients value/belief system, and evaluation of potential for continued personhood -- (biology vs. biography).
12. CONSENT AND CONTRACTUAL AGREEMENTS:  
Where legal consent and/or contracts must be negotiated for individual who is incapacitated, legally acceptable surrogate may enter agreement on behalf of ward.
13. CRISIS INTERVENTION:  
Provide entry into systems designed to prevent escalation of presenting problem or minimize long-term (chronic) effects. PG/C staff able to access services even when ward is not in agreement, if professional opinions suggest need for help is imminent or emergent.
14. DATA, DEMOGRAPHIC TRACKING:  
Documentation of statistics which enhance system and societal interest and support need for the program so wards may continue to benefit from services and protection under ORS 126.
15. DISCHARGE PLANNING:  
Interface with institutional care teams for follow-up in community. Monitoring plan development based upon knowledge of special needs, ability to pay, access to community resources and reasonable placement.
16. EMERGENCY RESPONSE:  
Available 24-hours-a-day for illness, injury, emotional crises.

17. ESCORT SERVICE:  
For clients who are able to be transported but not able to negotiate large offices, or who are too confused to sit quietly and wait.
18. ESTATE SALES:  
Appraisal and sale of personal property when assets must be liquidated.
19. EVALUATION/RE-ASSESSMENT:  
Overall care and service plans for continued need, efficacy, cost effectiveness, resource availability, actual delivery as agreed . . . goals met, objectives achieved.
20. FINANCIAL PLANNING (CONSERVATORSHIP):  
Securing of assets; assistance eligibility and benefit determination, in conjunction with appropriate agencies; negotiating service agreements within budget, disbursement decisions.
21. HEALTH SERVICES COORDINATION:  
Medical and mental health needs; follow-up; rehabilitation; emergency plans; in-home care; second opinions, code status, etc.
22. HOLIDAY/SEASONAL NEEDS:  
Shopping assistance, arrangements with family/care providers for special entertainment/diversions.
23. HOME CARE:  
In-home social services, medical and mental health services, safety, nutrition, hygiene.
24. HOUSEHOLD MAINTENANCE:  
Negotiating for assistance with tasks associated with protecting the value of the home as an asset. Yard care, painting, roofing, weatherizing, appliance repair, systems repairs (heating/cooling, electrical).
25. HOUSING AND PLACEMENTS:
26. LEGAL INTERVENTIONS, ADVOCACY, PROTECTION UNDER THE LAW:  
Acting on behalf of ward to assure legal rights, prevent exploitations of resources, protect from physical harm, and recoup losses.

27. LIAISON:  
Participation in health/mental health planning and care, coordination with care providers, PG/C as pivotal decision-maker in alliance with care-givers, medical team, mental health teams, ASD assistance workers, etc.
28. MENTAL HEALTH SUPPORT:  
Secure services of appropriate mental health professionals, support groups, comprehensive evaluation when PG/C professional opinion calls for determination of mental health status.
29. NUTRITIONAL SUPPORT:  
Arrangements for congregate meals (Loaves & Fishes), in-home meal delivery (Meals-on-Wheels), shopping and meal preparation, nutritional evaluation with dietary supplements as needed, meals specially prepared for holidays.
30. PERSONAL CARE SERVICES:  
Coordination of such services as bathing aids, grooming and hygiene assistance, friendly visitors, clothing purchase.
31. PERSONAL SPENDING:
32. PROTECTION THROUGH LEGAL INTERVENTION:  
Control of abuse, self-neglect, exploitation, coordinated with ASD Protective Services.
33. RESPITE:  
Alternative care provisions for care-givers of hard to handle clients. Focus upon respect for individuals, dignity, and realistic levels of care or service delivery.
34. SHOPPING:  
With the client where possible, for the clients when they cannot participate.
35. TELEPHONE SUPPORT:  
Clients know they are welcome to phone PG/C support staff who are acquainted with individual's needs, idiosyncracies, desire to touch base.
36. TRANSPORTATION:  
In addition to medical appointments, clients may want to go shopping, need help getting to hair appointments, trips with pets to the veterinarian.

37. UTILITY SERVICE PROCUREMENT, PAYMENT:  
When clients are at risk in the community because they do not, cannot handle financial affairs, utilities are at the crux of independence issues. If clients can be maintained in own home/apartment, utilities must be paid on regular basis using clients' own funds.
38. VISUAL AND AUDITORY SUPPORT SERVICES:  
Glasses, evaluation for cataracts, hearing tests and hearing aids are examples of simple things which can make a big difference.
39. WEATHER RELATED NEEDS:  
Fans, heaters, oil delivery, weatherization on homes through community programs and/or low-income loans.

OUTREACH

Adoption Date

Authorizing Signature

Revision Date

1. The Public Guardian's Office will provide educational workshops to numerous groups throughout Multnomah County on an ongoing basis.
2. Information included in the workshops will be:
  - a) what is guardianship/conservatorship
  - b) an outline of ORS 126
  - c) the role of the Court
  - d) the role of the County
  - e) the function of the Public Guardian's Office
  - f) how Public Guardianship differs from other client services
  - g) how and why Public Guardian case management reaches beyond the standard case management
  - h) ethics
  - i) how to access the Public Guardian's Office
3. The targeted groups for workshop presentations:
  - o The Multnomah County Board of Commissioners
  - o The PMCoA
  - o The Department of Human Resources
  - o The MR/DD Program
  - o The Social Services Division
  - o The Aging Services Division (Central Office)
  - o The ASD Branches
  - o The ASD Senior Centers
  - o The PG/C Case Management team
  - o Hospital Social Work Departments
  - o Physician groups
  - o Attorney groups
  - o The Multnomah County Probate Court
  - o The United Way
  - o Select non-profit organizations (i.e., Assoc. for Retarded Citizens, Northwest Pilot Project, Metropolitan Family Services, etc.)
  - o Church groups
  - o Agencies serving people with AIDS
  - o Interested community groups

CHRIS FARLEY/jmr

Policy 018

CLIENT/STAFF RATIOS

\_\_\_\_\_  
Adoption Date

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Revision Date

1. Each Deputy Public Guardian will be in charge of a maximum of 50 clients.
2. The Public Guardian may be in charge of a maximum of 20 clients, depending on Program Management demands.
3. The total number of clients served by the Public Guardian's office will be in direct proportion to the number of professional staff funded in the Public Guardian's office, and to caseload maximums per professional staff position.

CHRIS FARLEY/jmr

[PGC0127]-22

Policy 019

STATISTICS

Adoption Date

Authorizing Signature

Revision Date

1. The referral record will support the monthly statistical record.
2. Monthly statistics will be kept by the Public Guardian's Office staff (see attached format).

CHRIS FARLEY/jmr

[PGC0127]-23

PG/C STATISTICAL DATA

FOR MONTH OF: \_\_\_\_\_

DATE PREPARED: \_\_\_\_\_

CATEGORY	MONTHLY TOTAL	QUARTERLY TOTAL	YEAR TO DATE TOTAL	PERCENTAGE
Referrals				
Referral Source:				
Hospital				
ASD				
Senior Center				
Family				
Neighbor				
Attorney				
Private Professional				
Mental Health				
Multnomah County Programs --MR/DD, MED, Nurses				
Other Gov't./ Non-Profit Agencies				
Other Private Parties				
Diverted Cases				
Cases Diverted To:				
Family				
Friends				
Private Guardian/Conserv.				
Less Restrictive Care				
Other				
Accepted Cases				
Temporary Guardianships				
Temporary Conservatorships				
Temporary Guardianships/Conservatorships				
Guardianships				
Conservatorships				
Guardianships/Conservatorships				
Discontinued Cases (not closed)				
Contested Cases (Pending)				
TOTAL CASES				

PG/C STATISTICAL DATA  
(continued)

FOR MONTH OF: \_\_\_\_\_

DATE PREPARED: \_\_\_\_\_

CATEGORY	MONTHLY TOTAL	QUARTERLY TOTAL	YEAR TO DATE TOTAL	PERCENTAGE
Final Accountings/Reports Filed				
Annual Accountings/Reports Filed				
(ACTIVE CLIENTS ONLY)				
Client Ages:				
0 - 10				
11 - 20				
21 - 30				
31 - 40				
41 - 50				
51 - 60				
61 - 70				
71 - 80				
+ 81				
Sex:				
Male				
Female				
Ethnicity:				
Black				
Hispanic				
Asian				
Native American				
Caucasian				
Clients Living Independently				
Clients Living in Care Facilities				
Clients with Involved Family				
Clients without Involved Family				
Medicaid Clients				
Private Pay Clients				

PG/C STATISTICAL DATA  
(continued)

FOR MONTH OF: \_\_\_\_\_

DATE PREPARED: \_\_\_\_\_

CATEGORY	MONTHLY TOTAL	QUARTERLY TOTAL	YEAR TO DATE TOTAL	PERCENTAGE
Nature of Incapacity:				
Mentally Retarded				
Chronically Mentally Ill				
Developmentally Disabled				
Brain Damaged				
Dementia				
Alzheimer's Disease				
Alcoholism				
Stroke				
Other				
County of Residence:				
Multnomah				
Washington				
Clackamas				
Columbia				
Marion				
Yamhill				
Other Oregon				
Out of State				

Policy 020

SAFE DEPOSIT BOX

Adoption Date

Authorizing Signature

Revision Date

1. The Public Guardian will maintain a safe deposit box for all client valuables.
2. Each item in the box will be labeled with the client's name.
3. A master record of the boxes' contents will be kept by the Public Guardian, with a copy listing box contents in each client's file.
4. Only the Public Guardian and Deputy Guardians will have access to the safe deposit box.

CHRIS FARLEY/jmr

[PGC01271-24

SAFE DEPOSIT ☒ INVENTORY

MULTNOMAH COUNTY  
PUBLIC GUARDIAN & CONSERVATOR  
426 S.W. STARK, FIFTH FLOOR  
PORTLAND, OREGON 97204-2339

Full Name of Ward: \_\_\_\_\_

Date of First Deposit: \_\_\_\_\_

Item (Describe w/particularity)	Date of Deposit	Date Withdrawn & Disposition	Date of Redeposit	Date Withdrawn & Disposition	Date of Redeposit	Date Withdrawn & Disposition

Policy 021

PUBLIC GUARDIAN  
PROGRAM BUDGET

\_\_\_\_\_  
Adoption Date

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Revision Date

1. The Public Guardian will monitor the financial position of the Program from financial statements prepared by Business Services.
2. The Public Guardian will authorize all Program expenditures.
3. The Public Guardian will prepare all budgets and additional funding requests.
4. All expenditures will be supported by invoices and other related documentation.

Policy 022

CASH RECEIPTS  
CLIENTS

Adoption Date

Authorizing Signature

Revision Date

POLICY:

1. Two or more different individuals will be involved in the receiving, recording, and reconciling of cash receipts for client accounts.
2. All cash received through the second or last scheduled mail delivery will be deposited into a Multnomah County account before the close of business on the day received.

PROCEDURES:

1. Mail is received and opened at the front desk. Public Guardian/Conservator mail is delivered to the PG/C Office Assistant.
2. The PG/C Office Assistant distributes mail other than cash and money received.
3. Handles envelopes containing checks as follows:
  - a) Checks payable to Multnomah County and/or the Public Guardian/Conservator will be processed as per Step 5 below.
  - b) Checks payable to an individual in his/her capacity as a representative of Multnomah County and/or Public Guardian/Conservator will be endorsed and processed as if payable to the County.
  - c) Checks obviously payable to someone other than the County or Public Guardian/Conservator will be returned to the sender.
  - d) Checks or cash not meeting the above criteria will be given to the Public Guardian for review.
  - e) Postdated checks (those bearing a date subsequent to the current date) will be handled as per Step 9 below.

4. Receipt of Currency:

- a) A three-part, pre-numbered receipt book will be kept at the desk of the PG/C Office Assistant 3 or designee.
- b) In the event the PG/C and/or deputy receives cash outside the office, he/she will give the payer a receipt form and give the Office Assistant 3 the currency and a copy of the form upon returning to the office.
- c) The PG/C Office Assistant 3, upon receipt of currency, enters the amount received, payor, purpose, date and time on the receipt form; signs the form; and
- d) Gives the original to the payor or messenger; the third copy will remain attached in the book for references purposes.

5. After opening the mail, the PG/C Office Assistant:

- a) Empties the envelopes
- b) Makes two photocopies of checks
- c) Gives one copy of the checks and the actual checks to the PG/C Financial Specialist
- d) Gives the other copy of the checks to the Financial Specialist supervisor.
- e) Depending upon the workload, the above may be done twice during the day as mail is received, but in any event, by 2:00 pm.

6. Upon receipt of the copies of the checks and other documents, the PG/C Financial Specialist posts the receipts to the clients' accounts:

- a) For details of the following steps performed on the computer, refer to the PG/C System--User Manual.
- b) Calls up Cash Receipts Menu.
- c) Enters data/receipts by client.
- d) Prints output hard copy of data entered.
- e) Runs adding machine tape of checks and currency received.
- f) Matches total shown on hard copy to adding machine tape.

g) If totals do not agree, goes back and determines sources of error and makes necessary corrections.

h) Prints Deposit Notice (Exhibit II).

Note: This is the hard copy arranged in County-prescribed format, which goes to the County for their coding and record-keeping purposes.

i) Posts the entries to the clients' accounts.

j) Backs up data on diskette and records this step in the Posting Back-up Log.

k) Uses File Balance Procedure and posts deposit totals to the File Balance Log.

l) Adds cash total to File Balance Credit's previous total to obtain new Client Total Balance (Dr) Cr.

m) Reconciles new Balance with computer provided Client Master Account Balance Total.

n) Takes checks and Deposit Notice to ASD Financial Technician.

7. Upon receipt of the checks and currency, the ASD Financial Technician:

a) Runs tape of checks and money and agrees total to computer-generated Deposit Notice.

b) Prepares deposit ticket in duplicate (Exhibit III).

c) Endorses checks

d) Takes deposit tickets, checks and any currency to bank.

e) Receives back counter receipt and teller stamped duplicate deposit ticket.

f) Prepares manual Deposit Notice (Exhibit IV).

g) Enters date, deposit notice number, and amount in Deposit Notices Log (kept in front of "PG Deposit Notice" notebook).

h) Calls County Treasurer, by 3:00 pm, and reports that PG/C is making a deposit and the amount thereof.

i) Photocopies Deposit Account Receipt and deposit ticket (Exhibit III).

- j) Staples together the County deposit package, which includes the white and yellow copies of the Deposit Notice (Exhibit IV) with the original Deposit Notice, bank stamped copy of deposit ticket (Exhibit III), and the bank Deposit Account Receipt (Exhibit III).
  - k) Gives deposit package to ASD Financial Specialist supervisor for approval.
8. The ASD Financial Specialist supervisor or designee:
- a) Reviews and approves the deposit package. The review includes a comparison of the detailed deposit to the copies and dollar total of checks received from the PG/C Office Assistant and reconciliation of any differences.
  - b) Gives the package to the fiscal Office Assistant for distribution to the County Treasurer and filing. (The pink copy, plus copies of checks and all other documents for that day's deposit, are filed in the notebook "PG Deposit Notices.")
  - c) Monthly, the ASD Financial Specialist supervisor reconciles the receipts that have been deposited and entered into the Client's Account--Cash Ledger, to the County control; checks the numerical sequence of deposits and investigates any missing numbers.
9. Postdated Checks:
- a) If checks are received bearing a date or condition precluding inclusion in that day's deposit, they will be placed in the department's safe by the PG/C Financial Specialist, until such a time as the deposit is made.
10. The PG/C Financial Specialist handles checks received in non-U.S. funds (e.g. Canadian) as follows:
- a) Lists foreign checks on deposit ticket separate from U.S. checks.
  - b) Asks bank teller to determine current amount of check in U.S. funds and then completes deposit ticket. Requests the teller to post the deposit to the account immediately to preclude any exchange rate adjustments.
  - c) Posts the deposit to the client's account, following steps outlined above for ordinary deposits.

MEDICAL X-RAY CONSULTANTS, P.C.  
507 NE 47th • SUITE 101 • PORTLAND, OR 97213  
235-8579

EAST MORRISON BRANCH

0000

DATE

CHECK NO.

1-13-89

9780

ORGE RUDGERMEISTER, M.D.  
ILLING, M.D.  
US, M.D.

MARGARET ROBINSON, M.D.  
JAMES WASKEY, M.D.  
CHRISTOPHER J. MORGAN, M.D.  
RICHARD I. VIGAN, M.D.


MULT CO PUBLIC GUARDIAN

THREE DOLLARS AND 82 CENTS

AMOUNT \$ \*\*\*\*\*3.82

*James J. Waskey, M.D.*

⑈008080⑈ ⑆123002011⑆ 23 42025.0⑈

EVERETT L. DRYER RHODA K. DRYER 11838 SE. BUSH 760-6757 PORTLAND, OR 97266		4901
PAY TO THE ORDER OF <u>Jeff Brandon</u>		<u>Feb 21</u> 19 <u>89</u>
		24-16 1230
		\$ <u>49.00</u>
<u>fourty-nine and no</u> <u>100</u>		DOLLARS
 SECURITY PACIFIC BANK OREGON 122ND & STARK BRANCH 510 S.E. 122ND PORTLAND, OREGON 97233		
MEMO <u>Conservator of Leon B. Tynor</u> <u>Rhoda K Dryer</u>		
⑈123000165⑈04111199⑈ 4901		

OREGON DEPARTMENT OF REVENUE  
To the State Treasurer Salem, Oregon

96-10  
1232

SSN 257-30-5385

VOID AFTER TWO YEARS FROM DATE OF ISSUE

284040  
RETURN NO.

1986  
YEAR

08945811  
CHECK NO.

02/15/89  
CHECK DATE

CHECK AMOUNT  
\$ \*\*\*\*\*260.00

PAY EXACTLY  
TO THE  
ORDER  
OF

THOMPSON, WALTER B  
C/O 426 SW STARK 5TH FL  
PORTLAND OR 97204

*Richard A. Munn*

⑈08945811⑈ ⑆123200101⑆ 15001⑈

EXHIBIT I

Page No. 1  
2/22/89

MULTNOMAH COUNTY OREGON - DEPOSIT NOTICE  
DHS/Aging Services Division 1st Interstate Bank  
Trans Code: CR Total Checks Per Attached Tape \$ 312.82  
Agency 010 Cash Receipt # 19610119 Deposit Date 2/22/89

LINE NUMBER	FUND	AGENCY	ORGANI- ZATION	ACT	REVENUE SOURCE	REPORTING CATEGORY	DESCRIPTION	AMOUNT
1	450	010	1955	P084	6254	1955	MALTBY, ALFIE	3.82
2	450	010	1955	P135	6254	1955	TYNER, LEONA	49.00
3	450	010	1955	P134	6252	1955	THOMPSON, WALTER	260.00
Total ***								312.82

EXHIBIT D

0 \* +  
 49 \* 00 +  
 260 \* 00 +  
 3 \* 82 +  
 312 \* 82 +



First Interstate Bank  
 of Oregon, N.A.



**Get the loan you deserve.** *Your way*

DEPOSIT ACCOUNT RECEIPT

Member FDIC

008/004 2/22/89#134

\$312.82 0

THE BRANCH SYMBOL, TRANSACTION NUMBER, DATE AND AMOUNT OF YOUR DEPOSIT ARE SHOWN ABOVE.

R-125 6-87

First Interstate Bank  
 of Oregon, N.A.



DEPOSITS ACCEPTED SUBJECT TO THE RULES  
 AND REGULATIONS OF THIS BANK

DATE	CURRENCY	SILVER	LIST CHECKS	DOLLARS	CENTS
2/22/89					
1			24-16	4900	
2			96-10	26000	
3			24-201	382	
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					

MULTNOMAH COUNTY OREGON  
 TREASURY DIVISION

008/004 2/22/89#134

\$312.82 0

⑆ 123000 1231003 065056 011

TOTAL NUMBER OF  
 CHECKS DEPOSITED

TOTAL DEPOSIT

EXHIBIT III



## MULTNOMAH COUNTY OREGON

## DEPOSIT NOTICE

PAGE 1 OF 1

DEPARTMENT/ORGANIZATION DHS/Aging Services Division	BANK NAME First Interstate Bank	DATE 2/22/89
REMARKS: Public Guardian Program	CHECKS PER ATTACHED TAPE SILVER	312 82
	CURRENCY	
	TOTAL	312 82

TRANSACTION CODE CIR	AGENCY 010	CASH RECEIPT NUMBER 19010111911	DATE OF DEPOSIT 02/22/89	ACCOUNTING PERIOD m m y y 1 1 1 1	BUDGET FY y y 1 1					
ACTION <input checked="" type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)		BANK ACCOUNT	OFFSET CASH ACCOUNT	COMMENTS						
REFERENCE INVOICE NUMBER	LINE	FUND	AGENCY	ORGANIZATION	OBJ/REV SRC	SUB OBJ/SUB REV	REPT CATEG	BS ACCT	AMOUNT	P/F INO
DESCRIPTION See Attached Detail									312 82	
DESCRIPTION										
DESCRIPTION										
DESCRIPTION										
DESCRIPTION										
DESCRIPTION										
DESCRIPTION										
DESCRIPTION										

APPROVED BY: NAME \_\_\_\_\_ DATE \_\_\_\_\_ TOTAL

PREPARED BY: NAME Virginia Dunn DOWA CLARK TELEPHONE 6840

Policy 023

CASH DISBURSEMENTS  
CLIENTS

Adoption Date

Authorizing Signature

Revision Date

POLICY:

1. The PG/C purchases services and supplies for the benefit of PG/C clients. These purchases are covered by client funds. The purchases are paid by Payment Vouchers or Petty Cash processed through the County system and supported by approved invoices and/or payment requests.
2. Client disbursements are of three classes:
  - a) Payment Vouchers and LPO's.
  - b) Payments in the amount of \$100.00 or less, payable from a County PG/C Petty Cash fund.
  - c) Emergency Payment Vouchers in excess of \$30.00 walked through the County process for manual or machine-written check.
3. Original documentation is sent to the County; complete copies are maintained in the ASD PG/C fiscal files.
4. Authorization for purchases of services and supplies is provided by the PG/C and designees after considering the need as related to the client's welfare, the client's ability to pay, and underlying reasonableness.
6. Payments will be made only if:
  - a) The client has sufficient cash available in his/her account, or
  - b) The client has non-cash assets which, when sold or realized will generate sufficient cash to cover any overdraft in the client's account. The latter is considered an advance and is approved by the Public Guardian/Conservator.

7. If the client does not have cash or non-cash assets available, the disbursement will not be made. The PG/C Financial Specialist will advise the PG/C of possible overdrafts.

PROCEDURES: SECTION 1 -- ROUTINE DISBURSEMENTS

1. The PG/C Office Assistant receives and opens incoming mail; gives invoices, statements of account and any other documents involving client accounting matters to the PG/C or designee.
2. The PG/C and/or designee reviews invoices and sends approved bills, initiated by invoice date, to the PG/C Financial Specialist.
3. The PG/C Financial Specialist:
  - a) sorts the invoices by client.
  - b) reviews invoices and verified that initiated approval is entered by invoice date. If an invoice is for a regularly scheduled, repetitive service, compares the current billing to prior payments or authorized scheduled payments to validate accuracy of total.
  - c) files invoices, for which client income is forthcoming, in a "Bills to Be Paid" file for subsequent review and payment.
  - d) processes payments, following the PG/C Client System Computer Payments procedure.
  - e) makes two copies of each invoice.
  - f) signs each payment voucher and fills in any special instructions to County Accounts Payable.
  - g) adds the original invoice and one copy of the invoice to the original and copy respectively of the Payment Voucher; sends to Accounts Payable.
  - h) staples together the third copy of the Payment Voucher and second copy of the invoice and files in the "alphabetical file by vendor."
  - i) posts total to local control of the Clients Accounts Cash ledger.
  - j) takes voucher packets to Accounts Payable or leaves them for daily distribution run by Central clerical staff.

- k) receives check-numbered copy of Payment Voucher from Accounts Payable for fiscal files.
- l) If payment is delayed, resolves delay.

PROCEDURES: SECTION II -- EMERGENCY DISBURSEMENTS  
IN EXCESS OF \$100.00

1. PG/C or designee approves emergency expenditure for client. If the cost is equal to or less than \$100.00, see Procedures: Section III. If the amount is greater than \$100.00, the PG/C prepares a "Release of Public Guardian and Conservator Funds Without Purchase Order or Invoice" form and gives the form to the PG/C Financial Specialist (see Exhibit I).
2. The PG/C Financial Specialist processes the payment according to the previous "Routine Disbursements" procedure and hand-carries the paperwork to Accounts Payable.
3. County Accounts Payable issues a special manual check; punches payment date into second copy of Payment Voucher; notes check number; and returns Payment Voucher copy to the PG/C Financial Specialist for numerical filing.

PROCEDURES: SECTION III -- DISBURSEMENTS OF \$100.00 OR LESS  
(PETTY CASH)

1. PG/C or designee approves client cash or purchase request for \$100.00 or less; prepares a "Release of Public Guardian and Conservator Funds Without Purchase Order or Invoice" form in triplicate; and gives form to PG/C Financial Specialist.
2. The PG/C Financial Specialist gives the form to the ASD Business Services Manager or designee, who:
  - a) Prepares a check to vendor or to cash from the Petty Cash Fund.
  - b) Photocopies the check and files copy with accompanying documentation in PG/C petty cash file.
  - c) Gives cash (for direct delivery to client) or vendor check to PG/C Financial Specialist for distribution.
3. Once a week, the PG/C Financial Specialist prepares and delivers to Accounts Payable a detailed payment voucher to reimburse the petty cash fund for outstanding petty cash reimbursements and update client accounts for payments made from the petty cash account.

- a) Accounts Payable sends the reimbursement check to the ASD Business Services Manager.
- b) The ASD Business Manager or designee deposits the check and files the deposit form in the PG/C petty cash file.
- c) The ASD Financial Specialist supervisor reconciles the petty cash account on a monthly basis, following receipt of the account's bank statement.

MULTNOMAH COUNTY AGING SERVICES DIVISION  
RELEASE OF PUBLIC GUARDIAN/CONSERVATOR CLIENT FUNDS  
WITHOUT PURCHASE ORDER OR INVOICE

DATE: \_\_\_\_\_

CLIENT NAME: \_\_\_\_\_

CLIENT ID#: \_\_\_\_\_

PAYEE: \_\_\_\_\_

AMOUNT: \_\_\_\_\_

PURPOSE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED: \_\_\_\_\_  
PG DEPUTY  
OR DESIGNEE

\_\_\_\_\_  
DATE

APPROVED: \_\_\_\_\_  
PG MANAGER  
OR DESIGNEE

\_\_\_\_\_  
DATE

Policy 024

TRANSACTION REVIEW

Adoption Date

Authorizing Signature

Revision Date

1. The Public Guardian and Deputy Guardians will receive monthly computer printouts of all client transactions.
2. Monthly transaction printouts will be compared to the monthly client budgets to ensure that all usual expenses were paid and that all usual revenues were received.
3. Monthly transaction printouts will be reviewed for non-routine expenses and revenues. Inappropriate expenses will be immediately investigated. Errors and omissions will immediately be corrected.
4. All transaction irregularities will be brought to the attention of the manager of Business Services.

CHRIS FARLEY/jmr

Policy 025

CLIENT ACCOUNT INTEREST

Adoption Date

Authorizing Signature

Revision Date

POLICY:

1. Client funds represented by cash balances in the client accounts are invested by the County.
2. On a monthly basis, the County credits the Public Guardian account with interest earned in the preceding calendar month.
3. The Public Guardian credits or charges each active Client's Cash Account with its proportionate share of interest, based on the average daily balance in the Client's Cash Account.
4. Interest will be charged against the client's cash account if the account is in arrears.
5. Since several days typically elapse between preparation of payment vouchers and actual issuance of checks, the client's cash balance is not actually reduced until some time later than the date of posting to the client's account. To compensate, 3 days are added to the withdrawal date when computing the average daily balance. (This proposed policy may not be necessary since differences in computed interest amounts will probably be immaterial and since all clients will be treated equitably.)

PROCEDURES:

1. The PG/C Financial Specialist uses the Public Guardian Client System's Interest Distribution Computer program to calculate and post interest to clients' accounts. Any small remainder of interest, due to rounding, will be held in a suspense account for inclusion with the following month's allocation.
2. The ASD Financial Specialist supervisor compares monthly interest allocation to Fund 450 monthly interest total and reconciles any differences found.



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
AGING SERVICES DIVISION  
OFFICE OF PUBLIC GUARDIAN AND CONSERVATOR  
426 S.W. STARK, 5TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3948

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## THE PUBLIC GUARDIAN/CONSERVATOR TECHNICAL ADVISORY COMMITTEE

In January, 1989, the PMCoA made a recommendation that read:

"A technical advisory committee should be established that will be comprised of 51% representatives of client groups to help shape policy directions for the ongoing functioning of the Public Guardian's Office."

### Purpose Statement

The purpose of the Public Guardian's Technical Advisory Committee is to bring this office out of isolation and involve the various communities accessing the Public Guardian in the operation that serves their clients. The Technical Advisory Committee is one of the factors that will ensure that the Public Guardian maintains a high level of quality in the services delivered.

### Job Description

Members of the Public Guardian's Technical Advisory Committee will participate in reviewing the functions of the Public Guardian's Office. Guardianship/Conservatorship is the most serious intervention provided by Multnomah County, and Committee members will be instrumental in the policies and procedures that govern that intervention.

### Responsibilities of the Committee

- (1) Review the Public Guardian/Conservator (PG/C) Policies and Procedures Manual.
- (2) Make recommendations to amend the Policies and Procedures Manual where and when necessary.
- (3) Annually evaluate Program performance, effectiveness, efficiency, and quality, based on the goals and objectives outlined in the Policies and Procedures Manual.
- (4) Recommend goals and objectives to be included in the annual work plan.
- (5) Report Committee and PG/C info. back to constituency group.

#### Responsibilities of the Committee Staff

- (1) Keep meeting minutes.
- (2) Mail to Committee members and other interested persons meeting notices, meeting minutes, support materials, general information.
- (3) Assist in agenda building.
- (4) Serve as an information resource at meetings.
- (5) Schedule guest presentations.
- (6) Assist in facilitating the Committee meetings.
- (7) Write detailed progress reports and analysis summaries.

#### Committee Structure

The membership would select a chair, vice-chair, and corresponding secretary.

- (1) The chair will conduct Committee meetings and participate in agenda building.
- (2) The vice-chair will conduct Committee meetings in the absence of the chair and participate in agenda building.
- (3) The corresponding secretary will conduct the correspondence of the Committee and participate in agenda building. The corresponding secretary will also conduct meetings in the absence of the chair and vice-chair.
- (4) The Committee will function under the auspices of ASD to advise the Public Guardian/Conservator.

#### Committee Membership

- (1) A senior citizens advocate or service provider.
- (2) A person from the mentally and emotionally disabled service area.
- (3) A person from the mentally retarded and developmentally disabled service area.
- (4) A person with a background in drug and alcohol abuse services.
- (5) A private guardian/conservator.

- (6) A probate attorney.
- (7) A member of the PMCoA.
- (8) A trust accountant or financial planner.
- (9) A member at large.

MULTNOMAH COUNTY AGING SERVICES DIVISION  
RELEASE OF PUBLIC GUARDIAN/CONSERVATOR CLIENT FUNDS  
WITHOUT PURCHASE ORDER OR INVOICE

DATE: \_\_\_\_\_

CLIENT NAME: \_\_\_\_\_

CLIENT ID#: \_\_\_\_\_

PAYEE: \_\_\_\_\_

AMOUNT: \_\_\_\_\_

PURPOSE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED: \_\_\_\_\_  
PG DEPUTY  
OR DESIGNEE

\_\_\_\_\_  
DATE

APPROVED: \_\_\_\_\_  
PG MANAGER  
OR DESIGNEE

\_\_\_\_\_  
DATE

Intake Form  
for  
Public Guardian/Conservator Referrals

DATA

Date \_\_\_\_\_ Referral  
Taken By \_\_\_\_\_

Referring Source:

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Agency \_\_\_\_\_

NAME OF REFERRAL \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_  
Temporary Location \_\_\_\_\_

Date of Birth \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_  
Medicaid No. \_\_\_\_\_ Medicare No. \_\_\_\_\_  
Marital Status: \_\_\_\_\_ Race \_\_\_\_\_

Immediate Family:

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone \_\_\_\_\_  
Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone \_\_\_\_\_

Key Friends/Neighbors:

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone \_\_\_\_\_  
Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone \_\_\_\_\_

PROPERTY

Real \_\_\_\_\_

Personal:

Monthly Income \$ \_\_\_\_\_ Source \_\_\_\_\_

Monthly Income \$ \_\_\_\_\_ Source \_\_\_\_\_

Savings \_\_\_\_\_

Other Assets \_\_\_\_\_

Other Relevant Data: \_\_\_\_\_

Notes regarding discussion of problems

Summary of essential problem(s) requiring G and/or C

Problem Summary	
Medical	_____
Mental	_____
Placement	_____
Family	_____
Money	_____
Property	_____
Other	_____

Outcome of this intake

HEM

**BUDGET MODIFICATION NO.** M250 #1

(For Clerk's Use) Meeting Date JUL 26 1990  
Agenda No. R-8

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR July 12, 1990 (Date)  
DEPARTMENT Sheriff's Office DIVISION 513/225  
CONTACT Larry Aab TELEPHONE 251-2489  
\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Robert Skipper

**SUGGESTED**

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

Budget modification transferring \$25,000 from the Corrections' Professional Services line item to cover the cost of an in-house federal court order monitor.

**(Estimated Time Needed on the Agenda)**

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)  
☒ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification moves \$25,000 from the Corrections Branch Professional Services line item to Personal Services and Materials and Services line items to cover the cost of hiring .60 FTE Corrections Officer. The \$25,000 comes from funds designated for an independent contractor to monitor compliance with a federal court order. The Corrections Officer will be performing these tasks if this modification is approved.

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

Increases Service Reimbursement to Insurance Fund \$2,416.

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

Originated By <u>Larry A. Aab</u>	Date <u>7-3-90</u>	Department Manager <u>Robert G. Skipper</u>	Date <u>6-27-90</u>
Budget Analyst <u>J. Mark Campbell</u>	Date <u>7-16-90</u>	Personnel Analyst <u>Sherald W. Bittle</u>	Date <u>7-16-90</u>
Board Approval <u>Deborah C. Rogers</u>		Date <u>July 26, 1990</u>	

EXPENDITURE  
TRANSACTION EB [ ]

GM [ ] TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		100	025	3915			5100			15,371		Permanent
							5500			5,668		Fringe
							5550			2,416		Insurance
											23,455	Personal Services Sub
				3910			6110			(25,000)		Professional Services
				3602			6110			1,045		Professional Services
				3608			6230			500		Supplies
											(23,455)	M & S Subtotal
		400	040	7331			6520			2,416	2,416	Insurance
TOTAL EXPENDITURE CHANGE										2,416	2,416	TOTAL EXPENDITURE CHANGE

REVENUE  
TRANSACTION RB [ ]

GM [ ] TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		400	040	7220			6600			2,416	2,416	Sys. Reim. to Ins. Func
TOTAL REVENUE CHANGE										2,416	2,416	TOTAL REVENUE CHANGE

# PERSONNEL DETAIL FOR BUD MOD NO. \_\_\_\_\_

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

FTE Increase (Decrease)	POSITION TITLE	A n n u a l i z e d			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
.60	Corrections Officer	15,371	5,668	2,416	23,455
	TOTAL CHANGE (ANNUALIZED)				

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

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	C u r r e n t F Y			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
Full-time	Add .60 Corrections Officer	15,371	5,668	2,416	23,455

*Delma*  
GLADYS McCOY  
MULTNOMAH COUNTY CHAIR  
1021 S.W. 4th, ROOM 134  
PORTLAND, OREGON 97204  
*7/23/90*

Jim Weaver  
Abe's Shop  
12300 SE Division  
Portland, Oregon 97236  
July 21, 1990

*760-9244*

Multnomah County Board of Commissioners  
ATTN: Clerk of the Board  
1021 SW 4th  
Portland, Oregon 97205

Dear Commissioners,

I would like to request you add me to your agenda for the July 26th meeting at 9:30 am. As of mid 1989 I am a new small business owner in the unincorporated area of Multnomah County, and have from the beginning felt a certain frustration and helplessness in dealing with people who have always been friends and alias. Being first a Multnomah County District 10 Fireman, and more recently a Portland Fireman for approximately 15 years. I have always felt a certain kinship and genuine warmth in the relationship that existed between fireman, police and our governing body. So when I took the Abe's store over for my father-in-law last year by evicting the tenant my first mission was to contact the local pawn detective and local authorities. I wanted to let them know they were welcome in my store anytime, I would assist them any way I could and that as a new business I felt there were some genuine questions and concerns I had, that I would like to talk with them about. I assumed I would be welcomed with open arms, but to date I have yet to get more than a token response. I even tried to set up a meeting with Sheriff Skipper to discuss my feeling and concerns, but it never came to pass. I did however send Sheriff Skipper a letter expressing my concerns and requesting his assistance. To me his response was simple, you can't be a legitimate person and run one of these stores. He is so sure of it, he wouldn't even think of approving one of his "staff" to operate a second hand business. This opinion and statement must not have been given much thought, because one of the Multnomah County Posse members owns K.C's on 124th and Division and is continually storing Sheriff horse trailers and who knows what else. I suppose if a person is going to judge people by association and rumor instead of fact and information then the analogy can be carried as far as one would like to take it. A lot of farmers grow marijuana therefore all farmers are drug abusers. I thought we had as a people, come far enough to evaluate people for who they are individually, not what

"OTHER BUSINESS"

Date 7-26

NAME

JIM WEAUL

ADDRESS

12300 SE DIVISION

Street

PORTLAND

City

97234

Zip

I wish to speak on Agenda Item #

Subject

2ND HAND STOVES

FOR

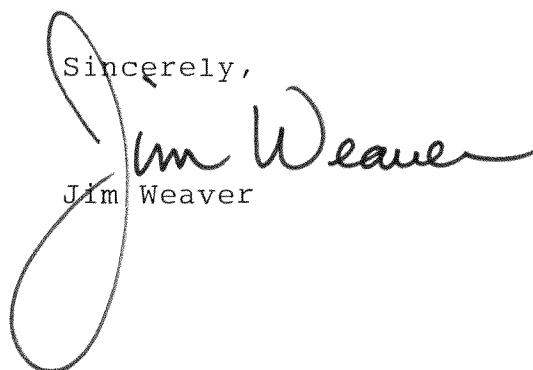
AGAINST

they looked like or what color they are or what legitimate business they owned. Second hand stores are not illegal, if you make them so, I won't be in the business. I am simply not that kind of person! Obviously the sheriff didn't read my letter or wasn't interested in addressing the issues I had raised. No where in his letter did he mention or even comment on the purpose of my letter. No where did he mention ways to make my store an asset, ways to help me avoid the bad guys, ways I could help them catch the bad guys, who knows what could have really been accomplished had he wanted to use his expertise to help me, instead of simply stereotyping me and filing me under "BAD GUY". Who cares? Apparently no one does! Or quite possibly no one has taken a moment and seriously walked in my shoes. It is that reason I am requesting an opportunity to talk with you face to face.

I have provided you with a copy of a letter I sent our pawn detective after an especially frustrating morning in which it provides hopefully insight as to my feelings. I only hope that you as commissioners have the ability to overlook any preconceived prejudices pertaining to these second hand stores and deal with me as Jim Weaver, Father, Citizen, Fireman, Real Estate Broker and now a second hand business owner. It seems to me highly unlikely that a man who has spent the last 20 years of his life serving first his country, then his community, could in a few minutes become a "THIEF, LIAR AND UNSCRUPULOUS PERSON" simply by becoming the owner of a second hand store. When you look at it from my side, that is exactly how it feels! I would and will invite any of you commissioners to come out to my store and visit, talk to my customers, work with me and my children behind the counter, get a real feel for the problems and frustrations of my business. The "Normal Nermal" in me is screaming for someone to listen to me without prejudice. My hopes are, that the caliber of people that comprise the Board of Commissioners for Multnomah County will have that ability.

I look forward to meeting each of you.

Sincerely,

A large, stylized handwritten signature of Jim Weaver, written in dark ink. The signature is fluid and cursive, with a large loop at the beginning and end. Below the signature, the name "Jim Weaver" is printed in a simple, sans-serif font.

Jim Weaver

Abe's Shop  
12300 SE Division  
Portland, Oregon 97236  
April 23, 1990

Multnomah County Sheriff  
ATTN: Detective Bob Zion  
12240 NE Glisan  
Portland, Oregon 97230

Dear Bob,

You stopped by my store on April 18 to pick up some property that was allegedly stolen. During your visit I filled out and presented to you a written notice and claim for compensation as per ORS 142.020. Your response to my written notice was to tell me, "This won't do you (Jim) any good. I'm just going to throw this notice in the trash". In all fairness to you, I want to acknowledge my appreciation for your efforts in the past to make sure that all claims for merchandise as allegedly "stolen property" are just that. You have always been careful in determining that claims for property from us are based on real circumstances, not the result of some "scam" just to fleece us.

However, once it has been determined in your mind that the property may be the product of a bona fide theft, the pre-programming and prejudice that I feel and see from some of the law enforcement officer's comes to the forefront. I.E. That's tough luck Jim, a cost of doing business, getting "what you deserve" for being in this kind of business and dealing with scum bags.

I have been hit with this kind of thinking from so many policing types that I wonder what school they go to in order to arrive at that conclusion. Basically they are saying, some direct and some indirect that if I and everyone else in the secondhand business didn't exist-robbery and burglary would all but disappear and therefore if we unknowingly buy something that's been stolen we must bear all the consequences and are looked upon like the person who stole it. Robbery and Burglary were around before they wrote the Bible. Furthermore, we are not responsible for stealing property we are responsible for recovering property for the victim, apparently for free. We alone recover thousands and

thousands of dollars worth of property each year. To associate us in a cause and effect relationship with crime makes about as much sense as making Fred Meyer responsible for shoplifting, banks for bank robbery and the US government for counterfeiting.

Let's go one step further. Let's assume that there is a mind reading school that one could go to in order to determine if a person was a shifty eyed evil doer selling stolen property. Wouldn't it be better if the second hand stores bought it! At least the previous owner would have a chance of recovery. If you make it impossible for a dealer to ever recover costs incurred for the preservation and recovery of stolen property by making second hand dealing impossibly restrictive no one will be able to operate as a second hand dealer and therefore no property will ever be recovered through the second hand system, because now goods will be traded back on the street or in bars where regulation, control and recovery are virtually impossible.

The idea should be to recover stolen goods for the owner with the help of the secondhand dealer. People steal independent of the existence of secondhand stores. They can always sell what they steal - there always has been and always will be a market irrespective of the existence of secondhand stores. Furthermore, thieves do not wear a sign that says I am a thief so secondhand dealers will always be victims themselves. If the police, courts, and policy makers will incorporate the spirit and law of 142.020 then, for a miniscule amount of money secondhand dealers would be included in the process of recovery in a way that did not make them feel like a victim themselves. Not feel like the system was just steam rolling them over.

My frustration comes from seeing the police take property I have paid cash for, out my front door, under suspicion of alleged theft never to be heard from again often times just handing the item back to alleged victim on the spot or returning it within 24 hours. Rarely if ever does anybody keep me involved either with information or with assistance on ways to help my recovery. I don't know if the crook was ever caught, I don't ever hear what happened to the property, I am subsequently contacted only when someone demands my help to testify in court, for free of course. I am very tired of providing an incredible amount of free police work for everybody without the slightest bit of appreciation or even a thanks. More often then not someone complains that I took too long finding the item, claiming I should be able to instantly find anything they ask for. Everyone involved thinks I "deserve" to loose money because of the so called "nature" of my business. They think I should be delighted to pay money for items and have them go back to the victim and never be compensated, notified or involved. If it wasn't for my shop or other shops like mine your recovery rate for stolen property would be virtually non existent instead of the tens of thousands of dollars secondhand dealers recover each year.

What other business has to buy their entire inventory up front in cash, hold it for three weeks before even beginning any merchandising process, lose part of this inventory before it's ever out for sale (police pick up alleged stolen property). Then provide free legal services including paying wages for employees to testify (usually 2-5 times per case). This same business must allocate 1/3 of it's building space, and operating costs including rent, heat, lights, security, wages, capital costs etc., to secure, protect, store, and service all of its prepaid inventory in a giant police property room and be at the drop in beck and call of any police officer without notice at any moment during business hours to provide instantly any item they request. ( I might add that the slightest mistake such as an inadvertent transposition of a serial number could result in hundreds of dollars in fines). In spite of these onerous conditions..For THIS SERVICE WE NOW GET NOTHING. Clearly ORS 142.020 on its face provides some token payment to anyone in our position of preserving, storing, protecting this property. I can document that I spend ten's of thousands of dollars a year, not including the cash we actually pay for property that is taken from us, to benefit law enforcement and theft victims.

If the Multnomah County Sheriff's Department would just view me as they do any other business, they might see that I provide a great service to them and the community. True we do have an occasional thief who sells us stolen property. Based on the number of items that you have recovered from my pink slips it appears to be approximately 1% of the time. I'll bet this is a better rate than Fred Meyer's shares with its shoplifting customers or banks do with NFS checks. However, we then become a victim in the chain of the crime. We should no more be viewed as guilty by this association with the criminal than the police and courts are in the process of picking up the property from us, arresting the thief, jailing them and prosecuting them. I fill out laborious forms for property I buy requiring ID from my customers, I help victims locate lost items, I act as a storage facility, I help in prosecution. All I want out of the relationship from you is for you to consider that I have a valid interest potentially in any item that I purchase in good faith as provided by ORS 142.020 and that my interests be considered with the same weight as any other victim or a crime. I ask you to reconsider trashing my claim request.

My attorney seems to feel that ORS 142.020 provides that avenue. The very least I am looking for out of my current position, is making sure that when items are taken from me the entire case needs to be adjudicated and ruled on by a judge or magistrate before property is returned to anyone, or that I release my interest to the victim after some nominal preservation recovery and storage fee. If a towing

company gets a stolen car they get reimbursed handsomely by the victim, but they had no money out of pocket, or provided any assistants in helping recover the item. Why then am I viewed as a accomplice to the crime, with no one feeling I deserve any compassion or compensation. If a judge denies my claim for compensation I can live with that. But to never have my day in court, to have the cases dropped, items returned without due process seems to be violating my right as a legitimate business.

You and I are not attorneys. If worse comes to worse we can let them argue about this in the courts and you and I still get along. To me it's just business. I do respect you enough however, that I spent the time and effort to write this letter, trying to explain my thoughts and feeling. I suppose you can simply toss this letter in the trash as well, but I would hope that after all your years of law enforcement you haven't lost the ability to be objective and take a few moments and walk in my shoes.

If my attorney has found a technical opening in the State Statute that gives me an opportunity for recovery of my expenses, I thoroughly intend to pursue it. If it requires my filing suit every time an item is removed or the Statute is violated that is exactly what I plan on doing.

As always, I am always available for communication and exchange of ideas. If I can be of any further service to you feel free to call.

I would like some acknowledgement of this letter at your convenience. I stress that I'm here to aid, cooperate and facilitate law enforcement. It should be evident from my past actions and compliance with all the Multnomah County Ordinance's that I am on your side, even to the extent I have fulfilled your verbal request to write up items that are specifically excluded from the Ordinance, the Silver Bars are a perfect example, merely because you ask for it!

I simply don't want to be viewed negatively or as argumentative. I just want to get along equitably.

Respectfully,



Jim Weaver

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Abe's Shop  
12300 SE Division  
Portland, Oregon 97236  
Date\_\_\_\_\_

Multnomah County Sheriff's Office  
ATTN: Pawn Detail  
12240 NE Glisan  
Portland, Oregon 97230

RE: Property Inventory Receipt #:\_\_\_\_\_  
Case #:\_\_\_\_\_ Dated: \_\_\_\_\_

Dear Sir:

On the above date one of your officer's picked up alleged stolen property.

Pursuant to ORS 142.020 I am hereby making and enclosing my claim for reimbursement for sums expended in preserving alleged stolen property.

Further I am requesting current status of the case and disposition of the property.

Your expeditious response in this matter will be greatly appreciated.

Sincerely,

Jim Weaver

Item \_\_\_\_\_  
SERIAL # \_\_\_\_\_  
POLICE TICKET # \_\_\_\_\_  
OFFICER \_\_\_\_\_  
AGENCY REPRESENTED \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
DATE: \_\_\_\_\_  
TIME: \_\_\_\_\_  
CASE or INCIDENT # \_\_\_\_\_ Form # \_\_\_\_\_

Officer you have come in to pick up and I am delivering to you the preceding item alleged to have been the subject of a theft.

Pursuant to ORS 142.020 this item may be delivered to its alleged owner only pursuant to a magistrate order, and only upon the owners payment of the reasonable and necessary expenses incurred in the preservation of property to be ascertained and certified by magistrate. These expenses include a claim by me for \_\_\_\_\_.

ORS 142.040 further provides property be held for 60 days from conviction of person charged with theft. At that time the property must either be returned to me or sold with proceeds being used 1st for expense of sale and then expenses incurred in preserving property including my expenses listed above.

I am happy to cooperate with you to the fullest extent possible, at the same time however I expect your office to assist me in protecting my interests in the property your taking.

Respectfully submitted,

Abe's Shop  
12300 SE Division  
Portland, Oregon 97236  
503-760-9244

TORT CLAIM NOTICE

Dear Sirs:

Please consider this my formal notice of claim pursuant to  
ORS 30.275 on \_\_\_\_\_ date, at \_\_\_\_\_ time, at \_\_\_\_\_  
\_\_\_\_\_ address. Officer \_\_\_\_\_  
\_\_\_\_\_ of the \_\_\_\_\_ took a \_\_\_\_\_  
\_\_\_\_\_ which property is alleged  
to be subject of theft. Pursuant to ORS 142.020 - 142.070  
I am entitled to have the expenses I have incurred in preservation  
of the property paid to me by the owner, pursuant a magistrates  
order or have the property returned to me.

I have reason to believe the \_\_\_\_\_ has not or  
will not comply with the above statues.

Respectfully submitted,

Abe's Shop  
12300 SE Division  
Portland, Oregon 97236  
503-760-9244