

ANNOTATED MINUTES

Tuesday, April 9, 1991 - 9:30 AM
Multnomah County Courthouse, Room 602

AGENDA REVIEW

1. Review of Agenda for Regular Meeting of April 11, 1991.
R-7 STAFF DIRECTED TO OBTAIN BUDGET ANALYST
INFORMATION BY THURSDAY.
R-13 STAFF DIRECTED TO SUBMIT A LIST OF THE IMPACTED
EMPLOYEES BY THURSDAY.
-

Tuesday, April 9, 1991 - 10:30 AM
Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

2. Health Division Translation Services. Presented by Jan Sinclair and International Health Center Staff.
3. Discussion of Effects and Costs of Accomodating Courts Without Acquiring New Space. Presented by Wayne George and Jim Emerson.

CONTINUED TO TUESDAY, APRIL 23, 1991.

Tuesday, April 9, 1991 - 1:30 PM - 3:30 PM
Multnomah County Courthouse, Room 602

BOARD BRIEFING

4. Discussion of Assessment and Taxation Compliance Audit by the Department of Revenue in Accordance with the Provisions of HB 2338. Presented by Richard Munn, Director, Oregon Department of Revenue.
-

Wednesday, April 10, 1991 - 9:30 AM - 12:00 PM
Multnomah County Courthouse, Room 602

WORK SESSION

1. Work Session to Discuss the Department of Human Services Budget.

**STAFF PRESENTATION, CITIZEN BUDGET ADVISORY
COMMITTEE REPORT AND RECOMMENDATIONS, FOLLOWED
BY BOARD QUESTIONS AND DISCUSSION.**

Wednesday, April 10, 1991 - 1:30 PM - 5:00 PM
Multnomah County Courthouse, Room 602

PUBLIC HEARING

2. Public Hearing and Testimony on the Multnomah County Budget.

36 CITIZENS TESTIFIED IN SUPPORT OF COUNTY FUNDING FOR VARIOUS PROGRAMS. COUNTY COUNSEL DIRECTED TO PROVIDE BOARD WITH INTERPRETATION OF ORS 419.608.

Thursday, April 11, 1991 - 9:30 AM
Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-1 Liquor License New Outlet Application Submitted by Sheriff's Office with Recommendation for Approval as Follows:
Retail Malt Beverage for Wild Wood Golf Course, 21881 NW St. Helens Road, Portland

APPROVED.

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 Acceptance of Report of the Citizens' Committee on City-County Service Consolidation. Presented by Richard Levy.

DEPARTMENT MANAGERS DIRECTED TO REVIEW REPORT AND SUBMIT WRITTEN RESPONSE TO THE CITIZEN INVOLVEMENT COMMITTEE RECOMMENDATIONS.

- R-2 RESOLUTION in the Matter of Endorsing the Establishment of an Institute of Portland Metropolitan Studies to Harness the Research Capacity of Portland State University and Other Institutions of Higher Education in the Metropolitan Area

RESOLUTION 91-45 APPROVED.

- R-3 RESOLUTION for the Purpose of Acknowledging the Week of the Young Child and Encouraging Multnomah County Employees and Managers to Participate

RESOLUTION 91-46 APPROVED.

- R-4 PROCLAMATION in the Matter of Proclaiming April 14-20, 1991 National Library Week in the County of Multnomah

PROCLAMATION 91-47 APPROVED.

R-5 Second Reading and Possible Adoption of an ORDINANCE Providing for Transfers of Property Acquired Through Civil Forefeiture Laws and Establishing Procedures Therefor

ORDINANCE NO. 676 APPROVED.

JUSTICE SERVICES

SHERIFF'S OFFICE

R-6 Budget Modification MCSO #19 Authorizing Transfer of \$15,000 from Professional Services to Equipment in the Special Enforcement Detail Earnings Forfeitures Budget to Purchase Two Undercover Vehicles

APPROVED.

COMMUNITY CORRECTIONS

R-7 Approval of a Notice of Intent to Submit a Grant Proposal to the State Criminal Justice Coordinator to Fund Services for African American Drug and Alcohol Dependent Women

APPROVED.

LIBRARY SERVICES

R-8 Budget Modification DLS #4 Authorizing Transfer of \$335,500 Oregon Community Foundation Revenue from Contingency to the Library Budget to Fund Specific Dollar Allocations

APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-9 Ratification of an Intergovernmental Agreement Between the Office of State Fire Marshal, the City of Gresham and Multnomah County, Providing Response Services Reimbursement and Funding for Training, Equipment and Team Member Medical Exams of the Regional Hazardous Materials Emergency Response Team Services

APPROVED.

R-10 Budget Modification DES #7 Authorizing Appropriation of \$22,880 in State Funds for Reimbursement of Expenditures Incurred in Connection with the Regional Hazardous Materials Emergency Response Team Services

APPROVED.

R-11 ORDER in the Matter of the Quitclaim of the Interest of Multnomah County, if any, in the Easements for Road Purposes Created by the Instruments Recorded at Book 1358, Page 409; Book 1416, Page 387; and Book 1756, Page 128 of Multnomah County Records

ORDER 91-48 APPROVED.

R-12 Ratification of an Intergovernmental Agreement Between Multnomah County and the City of Troutdale to Provide Shared Costs of Installation, Maintenance and Power Consumption for a Traffic Signal to be Installed at NE 257th Avenue and the Intersection of Cherry Park Road and SW Sturges Drive

APPROVED.

DEPARTMENT OF GENERAL SERVICES

R-13 First Reading of an ORDINANCE Adopting Salary Ranges for Fiscal Year 1990-91 for Employees Covered by the Exempt Classification/Compensation Plan and Repealing Ordinance No. 667

STAFF SUBMITTED A PROPOSED AMENDMENT AND REQUESTED THAT THE CLASSIFICATION AND COMPENSATION ISSUES BE CONSIDERED SEPARATELY. BOARD APPROVED MOTION TO SET FIRST READING OVER TO THURSDAY, MAY 2, 1991.

R-14 Budget Modification DGS #7 Authorizing Transfer of Funds from General Fund Contingency to Professional Services within the Information Services and Assessment and Taxation Division Budgets

APPROVED.

Thursday, April 11, 1991 - 1:30 PM - 5:00 PM
Multnomah County Courthouse, Room 602

WORK SESSION

1. Work Session to Discuss the Department of Environmental Services Budget.

STAFF PRESENTATION, CITIZEN BUDGET ADVISORY COMMITTEE REPORT AND RECOMMENDATIONS, FOLLOWED BY BOARD QUESTIONS AND DISCUSSION. CHAIR DIRECTED STAFF TO IMPROVE BOARD ROOM SOUND SYSTEM.

Friday, April 12, 1991 - 9:30 AM - 12:00 PM
Multnomah County Courthouse, Room 602

WORK SESSION

1. Work Session to Discuss the Department of General Services Budget.

A NON-DEPARTMENTAL CITIZEN BUDGET ADVISORY COMMITTEE REPORT AND RECOMMENDATIONS WAS PRESENTED AT THIS TIME.

DEPARTMENT OF GENERAL SERVICES CITIZEN BUDGET
ADVISORY COMMITTEE REPORT AND RECOMMENDATIONS
AND STAFF PRESENTATION FOLLOWED BY BOARD
QUESTIONS AND DISCUSSION. WORK SESSION
CONTINUED TO FRIDAY, APRIL 12, 1991.

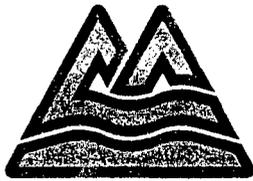
Friday, April 12, 1991 - 1:30 PM - 5:00 PM
Multnomah County Courthouse, Room 602

WORK SESSION

2. Work Session to Discuss the Non-Departmental Budget.

TESTIMONY BY MEMBERS OF VARIOUS
NON-DEPARTMENTAL CITIZEN BUDGET ADVISORY
COMMITTEES, SERVICE DISTRICTS, AGENCIES AND
COUNTY STAFF, FOLLOWED BY BOARD QUESTIONS AND
DISCUSSION.

DEPARTMENT OF GENERAL SERVICES STAFF RESPONDED
TO BOARD QUESTIONS AND DISCUSSION. WORK
SESSION CONTINUED TO MONDAY, APRIL 15, 1991.



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

APRIL 8 - 12, 1991

Tuesday, April 9, 1991 - 9:30 AM - Agenda Review.Page 2

Tuesday, April 9, 1991 - 10:30 AM - Board BriefingsPage 2

Tuesday, April 9, 1991 - 1:30 PM - Board BriefingPage 2

Wednesday, April 10, 1991 - 9:30 AM - Work Session.Page 2

Wednesday, April 10, 1991 - 1:30 PM - PUBLIC HEARING.Page 2

Thursday, April 11, 1991 - 9:30 AM - Regular Meeting.Page 3

Thursday, April 11, 1991 - 1:30 PM - Work SessionPage 4

Friday, April 12, 1991 - 9:30 AM - Work SessionPage 5

Friday, April 12, 1991 - 1:30 PM - Work SessionPage 5

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, April 9, 1991 - 9:30 AM
Multnomah County Courthouse, Room 602

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 3. Discussion of Effects and Costs of Accomodating Courts Without Acquiring New Space. Presented by Wayne George and Jim Emerson. 11:00 AM TIME CERTAIN
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Multnomah County Courthouse, Room 602

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2. Public Hearing and Testimony on the Multnomah County Budget.
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Thursday, April 11, 1991 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-1 Liquor License New Outlet Application Submitted by Sheriff's Office with Recommendation for Approval as Follows:
Retail Malt Beverage for Wild Wood Golf Course, 21881 NW St. Helens Road, Portland

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 Acceptance of Report of the Citizens' Committee on City-County Service Consolidation. Presented by Dick Levy. 9:30 AM TIME CERTAIN
- R-2 RESOLUTION in the Matter of Endorsing the Establishment of an Institute of Portland Metropolitan Studies to Harness the Research Capacity of Portland State University and Other Institutions of Higher Education in the Metropolitan Area
- R-3 RESOLUTION for the Purpose of Acknowledging the Week of the Young Child and Encouraging Multnomah County Employees and Managers to Participate
- R-4 PROCLAMATION in the Matter of Proclaiming April 14-20, 1991 National Library Week in the County of Multnomah
- R-5 Second Reading and Possible Adoption of an ORDINANCE Providing for Transfers of Property Acquired Through Civil Forefeiture Laws and Establishing Procedures Therefor

JUSTICE SERVICES

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- R-6 Budget Modification MCSO #19 Authorizing Transfer of \$15,000 from Professional Services to Equipment in the Special Enforcement Detail Earnings Forfeitures Budget to Purchase Two Undercover Vehicles

COMMUNITY CORRECTIONS

- R-7 Approval of a Notice of Intent to Submit a Grant Proposal to the State Criminal Justice Coordinator to Fund Services for African American Drug and Alcohol Dependent Women

LIBRARY SERVICES

- R-8 Budget Modification DLS #4 Authorizing Transfer of \$335,500 Oregon Community Foundation Revenue from Contingency to the Library Budget to Fund Specific Dollar Allocations

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-9 Ratification of an Intergovernmental Agreement Between the Office of State Fire Marshal, the City of Gresham and Multnomah County, Providing Response Services Reimbursement and Funding for Training, Equipment and Team Member Medical Exams of the Regional Hazardous Materials Emergency Response Team Services
- R-10 Budget Modification DES #7 Authorizing Appropriation of \$22,880 in State Funds for Reimbursement of Expenditures Incurred in Connection with the Regional Hazardous Materials Emergency Response Team Services
- R-11 ORDER in the Matter of the Quitclaim of the Interest of Multnomah County, if any, in the Easements for Road Purposes Created by the Instruments Recorded at Book 1358, Page 409; Book 1416, Page 387; and Book 1756, Page 128 of Multnomah County Records
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DEPARTMENT OF GENERAL SERVICES

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Thursday, April 11, 1991 - 1:30 PM - 5:00 PM

Multnomah County Courthouse, Room 602

WORK SESSION

1. Work Session to Discuss the Department of Environmental Services Budget.
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Friday, April 12, 1991 - 9:30 AM - 12:00 PM

Multnomah County Courthouse, Room 602

WORK SESSION

1. Work Session to Discuss the Department of General Services Budget.
-

Friday, April 12, 1991 - 1:30 PM - 5:00 PM

Multnomah County Courthouse, Room 602

WORK SESSION

2. Work Session to Discuss the Non-Departmental Budget.
-

MULTNOMAH COUNTY BOARD OF COMMISSIONERS

BUDGET DELIBERATIONS SCHEDULE*

MULTNOMAH COUNTY COURTHOUSE
1021 SW FOURTH, ROOM 602
PORTLAND, OREGON

<u>April 10, 1991</u>	9:30-12:00 PM	Budget Work Session Department of Human Services
	1:30-5:00 PM	BUDGET HEARING/PUBLIC TESTIMONY
<u>April 11, 1991</u>	1:30-5:00 PM	Budget Work Session Department of Environmental Services
<u>April 12, 1991</u>	9:30-12:00 PM	Budget Work Session Department of General Services
	1:30-5:00 PM	Budget Work Session Non-Departmental
<u>April 15, 1991</u>	9:30-12:00 PM	BUDGET HEARING/PUBLIC TESTIMONY
	1:30-5:00 PM	Budget Work Session Department of Community Corrections
<u>April 16, 1991</u>	1:30-5:00 PM	Budget Work Session District Attorney
<u>April 17, 1991</u>	9:30-12:00 PM	Budget Work Session Sheriff
	1:30-5:00 PM	BUDGET HEARING/PUBLIC TESTIMONY
<u>April 18, 1991</u>	1:30-5:00 PM	Budget Work Session Department of Library Services
<u>April 19, 1991</u>	9:30-12:00 PM	BUDGET HEARING/PUBLIC TESTIMONY

April 23, 1991

1:30-5:00 PM

Budget Work Session (If Needed)

7:00-10:00 PM

BUDGET HEARING/PUBLIC TESTIMONY

GRESHAM CITY HALL

1333 NW EASTMAN PARKWAY

*(SCHEDULE SUBJECT TO CHANGE)
CALL 248-3277 FOR FURTHER INFORMATION

(4/4/91 Update)

0103C/6-11/dr

DATE SUBMITTED: March 28, 1991

(For Clerk's Use)
Meeting Date APR 11 1991
Agenda No. C-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office

DIVISION _____

CONTACT Deputy H. Haigh

TELEPHONE 251-2481

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Deputy H. Haigh

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

Attached is the new outlet application for a retail malt beverage license for the Wild Wood Golf Course located at 21881 NW St. Helens Road, Multnomah County, Oregon. The applicants Bill and Kay O'Meara have no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION (xx) APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT: 4/11/91 original to Civil Process

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: _____

BUDGET / PERSONNEL _____ / _____

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

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

HH/slr/432-AINT

BOARD OF
COUNTY COMMISSIONERS
1991 APR - 1 PM 2:05
MULTNOMAH COUNTY
OREGON

48-7634

X

APPLICATION

STATE OF OREGON
OREGON LIQUOR CONTROL COMMISSION

Return To:

GENERAL INFORMATION

A non-refundable processing fee is assessed when you submit this completed form to the Commission (except for Druggist and Health Care Facility Licenses). The filing of this application does not commit the Commission to the granting of the license for which you are applying nor does it permit you to operate the business named below.

(THIS SPACE IS FOR OLCC OFFICE USE)	(THIS SPACE IS FOR CITY OR COUNTY USE)
Application is being made for: <input type="checkbox"/> DISPENSER, CLASS A <input type="checkbox"/> DISPENSER, CLASS B <input type="checkbox"/> DISPENSER, CLASS C <input type="checkbox"/> PACKAGE STORE <input type="checkbox"/> RESTAURANT <input checked="" type="checkbox"/> RETAIL MALT BEVERAGE <input type="checkbox"/> SEASONAL DISPENSER <input type="checkbox"/> WHOLESALE MALT BEVERAGE & WINE <input type="checkbox"/> WINERY OTHER: _____	NOTICE TO CITIES AND COUNTIES: Do not consider this application unless it has been stamped and signed at the left by an OLCC representative. THE CITY COUNCIL, COUNTY COMMISSION, OR COUNTY COURT OF <u>MULTNOMAH COUNTY BOARD OF COMMISSIONERS</u> <small>(Name of City or County)</small> RECOMMENDS THAT THIS LICENSE BE <u>GRANTED</u> X DATE <u>APRIL 11, 1991</u> BY <u>Glady's McCoy</u> <small>(Signature)</small> TITLE <u>GLADYS MCCOY, CHAIR</u>
<input type="checkbox"/> Add Partner <input type="checkbox"/> Additional Privilege <input type="checkbox"/> Change Application RECEIVED <input type="checkbox"/> Change Ownership <input type="checkbox"/> Change of Privilege <input type="checkbox"/> Greater Privilege <input checked="" type="checkbox"/> LESSOR CONTROL COMMISSION <input type="checkbox"/> Other REGULATORY DIVISION	RECEIVED DENIED

Shelley Kentland \$52.60 process

CAUTION: If your operation of this business depends on your receiving a liquor license, OLCC cautions you not to purchase, remodel, or start construction until your license is granted.

1. Name of Corporation, Partnership, or Individual Applicants:

- 1) Bill O'meara
- 2) Kay O'meara
- 3) _____
- 4) _____
- 5) _____
- 6) _____

(EACH PERSON LISTED ABOVE MUST FILE AN INDIVIDUAL HISTORY AND A FINANCIAL STATEMENT)

2. Present Trade Name Wild Wood Golf Course

3. New Trade Name _____ Year filed _____ with Corporation Commissioner

4. Premises address 21881 NW St. Helens Rd Multnomah OR
(Number, Street, Rural Route) (City) (County) (State) (Zip)

5. Business mailing address _____
(P.O. Box, Number, Street, Rural Route) (City) (State) (Zip)

6. Was premises previously licensed by OLCC? Yes _____ No Year _____

7. If yes, to whom: _____ Type of license: _____

8. Will you have a manager: Yes _____ No Name _____
(Manager must fill out Individual History)

9. Will anyone else not signing this application share in the ownership or receive a percentage of profits or bonus from the business? Yes _____ No _____

10. What is the local governing body where your premises is located? Portland Multnomah
(Name of City or County)

11. OLCC representative making investigation may contact: Kay or Bill O'meara
1300 NW 334th Hillsboro OR 97124 648-3483/648-7634
(Address) (Name) (Tel. No. - home, business/message)

CAUTION: The Administrator of the Oregon Liquor Control Commission must be notified if you are contacted by anybody offering to influence the Commission on your behalf.

DATE 3-11-91

Applicant(s) Signature
(In case of corporation, duly authorized officer thereof)

- 1) Bill O'meara
- 2) Kay O'meara
- 3) _____
- 4) _____
- 5) _____
- 6) _____

DATE SUBMITTED 3/27/21

9:30 Time Certain

(For Clerk's Use)
Meeting Date APR 11 1991
Agenda No. R-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Citizens Committee on Service Consolidation for City/County

Informal Only* _____
(Date)

Formal Only April 3rd 11th
(Date)

DEPARTMENT CIC DIVISION _____

CONTACT CAROL WARD TELEPHONE 3450

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD DICK LEVY

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

Acceptance from the Board. Report given by Dick Levy on the CCBACs/BAC consolidation Study.

(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 20 MINUTES

IMPACT:

PERSONNEL
 FISCAL/BUDGETARY
 General Fund
 Other NO

BOARD OF
COUNTY COMMISSIONERS
1991 APR - 1 PM 2:04
MULTI-NOMAN COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: John Levy
BUDGET / PERSONNEL _____
COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____
OTHER _____
(Purchasing, Facilities Management, etc.)

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

REPORT OF THE CITIZENS' COMMITTEE
ON CITY-COUNTY SERVICE CONSOLIDATION

March, 1991

INTRODUCTION

Metropolitan Portland is blessed with both a concerned citizenry and an unprecedented set of mechanisms for citizen participation in local government. This Committee was formed when three of those mechanisms -- the City of Portland Bureau Advisory Coordinating Committee (BACC), the Multnomah County Citizen Involvement Committee (CIC) and the Central Citizen Budget Advisory Committee (CCBAC) -- began meeting to discuss what might be done, in the wake of Measure 5, to deliver services more effectively to the people of Portland and Multnomah County.

Elected officials of Portland, Multnomah County, Gresham, and other government units have already been discussing some aspects of consolidation. However, this Committee believes that such discussions, however well intentioned, are invariably burdened with the parochial interests of individuals whose loyalties lie with a specific jurisdiction, or worse, with the "turf-protective" instincts of elected officials and bureaucrats who will not easily transfer programs, personnel, and money out from under their direct authority. No specific criticism of any individual or any government is intended by this statement. The Committee merely believes that it is obvious that a volunteer, grass-roots look at government programs and services may provide a different and complementary approach to government consolidation. The Joint Committee therefore sees its role as one of supplementing other efforts to save money in the wake of Measure 5 and to suggest consolidation of services that will make government services more effective, not as an effort to preempt or criticize other efforts.

The Committee felt that the starting point for its deliberations was to try to get a better sense of not only what services and programs are provided, but *why* those services are being provided by a specific unit of government. In other words, the Committee, despite years of collective experience, found itself in some difficulty trying to define just exactly what a city is or should be, and what a county is or should be. What functions should a city, county, or special district provide? In the end, it may be as important in the near future to look at which unit is already providing certain services most efficiently, and therefore could provide them to the other unit, than it is to delve into the deep philosophical question of the appropriate role of various units of local government. However, this is a question that should be in front of all decision-makers as they approach consolidation, and as they look at the longer term opportunities for consolidation or merger of government units.

Talk of consolidation frequently centers around Multnomah County and the City of Portland. Gresham, however, is now the fourth largest city in Oregon. It, too, is in Multnomah County, as are Troutdale, Wood Village, Fairview, and Maywood Park. Accordingly, their needs have also been considered in a drafting of suggestions contained in this report.

This Joint Committee has taken the opportunity to look at large issues and small ones. Our suggestions -- which are not exhaustive by any means -- range from consolidation of whole departments down to very tiny programs or projects. One thing we did not do in this report is pass on the wisdom of total consolidation of Portland, Multnomah County, and the other municipalities. Logic tells us that such a move is years down the road, if it ever occurs, and the concern of this Committee was to produce a list of suggestions, many of which could be implemented immediately, or at worst in the next biennium, and produce rapid savings. The Committee does not propose to provide exact savings figures. Quite simply, the Committee does not have the resources to do so!¹ But the savings *are* there, and logic dictates that each of our suggestions will result in a reduction of costs. The savings from some suggestions will be small, from others larger. Many of the larger suggestions may take time, as they require significant mergers of services.

The Joint Committee notes that many of the proposals it puts forward will be difficult to implement, not the least reason for which is the complex issue of labor. Portland, Multnomah County, and Gresham each have their own labor agreements. Sums paid to individuals under those agreements differ. Consolidation, particularly where it is suggested as movement towards the unit of government with lower wages, is likely to meet with resistance. Similarly, much of the savings of any consolidation comes out of the elimination of positions, and we anticipate no less enthusiastic opposition to such proposals.

However, regardless of our personal politics and predispositions, the Committee is making suggestions that it believes are best for the overall citizenry living in Multnomah County, all 584,000 people, not the hundreds of bureaucrats and individual workers who might ultimately be affected. While this is harsh, every individual involved in government, from Governor Roberts on down, has noted that cutting and consolidation of government is a painful process. We hope that our suggestions will make that process less painful by maximizing services while minimizing the elimination of jobs important for the effective functioning for all of the people of Multnomah County, Portland, and Gresham.

1. While we have very few staff or budget analysts available to us, we do acknowledge the assistance of the citizen involvement personnel both at Multnomah County and the City of Portland, specifically Gloria Fisher, John Legry and Steve Young.

PAGE 2 - REPORT OF THE CITIZENS' COMMITTEE ON
CITY COUNTY SERVICE CONSOLIDATION

CRITERIA FOR RECOMMENDATIONS

In discussion, the Committee agreed that a list of criteria for making recommendations was needed, and that it should reflect the Committee's concerns in the broadest sense, while also allowing for the development of specifics where appropriate.

Committee recommendations reflect our answer to the question: "Which governmental unit can most effectively, efficiently and accountably deliver quality services to City/County residents?"

The Committee reasoned that any useful answer to that question would involve answers to another series of questions. The questions that formed the backbone of our decision-making process follow:

1. Cost Savings: Is the total cost of service delivery lowered?
Sometimes the cost of service delivery can be measured. Where it can, it should be. Where it can not be, or has not been in the past because of the perception that it can't be measured, the question of why costs are not measured needs to be addressed. Sometimes lowering the cost of services may require initial expenditures. How is the expenditure to be recovered, and what will then be the NET reduction in service cost?
2. Cost Effectiveness: Is this the most effective use of the allocated funds?
This is frequently called "bang for the buck." Effect is generally measured by benefit derived from service provided. Can benefit be measured? How is it measured?
3. Effectiveness of Service Delivery: Are those who need service getting the service they need, when they need it?
Who receives the service? Who monitors what service is delivered by whom, and how appropriate that service is relative to expressed need and resources available? Is service delivery tracked to avoid duplication of effort and to multi-task whenever possible? What can be streamlined, internally and externally, to spend more on direct service delivery and to reduce administrative costs?
4. Cost of Merger of Services With One or More Other Providers: Do the benefits of this change outweigh the financial, administrative and other costs of implementation?
How will costs and benefits be measured? Does implementation require a short-, medium-, or long-term frame? Will successful implementation require significant staff "buy in"; how will that be managed?

5. **Visible and Measurable Significant Impact:** Will this change have a meaningful impact on the cost, quality and effectiveness of local services?
Sometimes the most efficient method, in terms of actual dollars spent, is not the most effective method, in terms of appropriateness, timeliness and responsiveness. How will the impact of the change be measured? Will "soft" factors, such as employee feelings of satisfaction or frustration, be measured?
6. **Elimination of Duplication:** Does the proposed consolidation aid reduction of redundant facilities, program positions or services?
How will redundancy or duplication be identified and defined? Will the process generate new functions to be performed by the newly-merged entity? Is coordination more appropriate than merger? Can employee resistance be overcome so that performance is maximized?
7. **Public Perception:** Will the recommended changes decrease the public perception that local government is top-heavy with management and wasteful of tax money?
How is public perception measured? How is it changed? Can changes for efficiency and effectiveness incorporate a public information component? Should they?
8. **External Funding Sources:** What effect will changes have on the receipt of State and Federal pass-through funds and on grant funding?
Can changes be offset through the process of consolidation or coordination? Can cooperation be ensured over time with other funding sources? If not, can phase-down be planned for before changes are instituted?
9. **Legality:** Are the proposed changes allowed by applicable law?
Can laws (state statutes, city and county charters and ordinances) be changed to accommodate economies? What is the current climate about the services being changed among these other governmental entities?
10. **Local Accountability:** Do the recommendations allow for local control of services where desired by area residents?
What is the public's perception about local control? If bigger is not better, what safeguards need to be built into the change process to protect the local control function? By what mechanism can area residents achieve and direct control over the services they receive?

11. Appropriate Function: Should the government entity be providing this service or performing this function?

If government is not the appropriate service provider, who is? Does an adequate service network exist to take up the slack if government stops providing this service? Can one be established easily?

SPECIFIC RECOMMENDATIONS

1. Citizen Involvement:

There is a feeling among members of the Joint Committee that the present Multnomah County arrangement assuring impartial citizen directed options for the citizen involvement process is the preferred location for much of the activity. However, the disparity between the \$1,200,000 City of Portland operation and the \$134,000 County Office is such that the best we can foresee for the immediate future is to begin cooperative efforts toward assuring an eventual combination of both these offices.

Given the relatively independent and effective nature of the County's Citizen Budget Advisory Committees, we believe that their structure should be used to begin the movement of activities from the City Office of Neighborhood Associations to what may in the future become a Countywide Office of Citizen Involvement. Direct involvement of citizens throughout such a process is the only way to insure the preservation of the unprecedented set of mechanisms for citizen participation in local government enjoyed by the citizens of this region.

RECOMMENDATION: Create a citizen-driven consolidation group representing both City and County citizen involvement groups to pursue implementation of changes in costs, funding, structure and process, with a timeline for completion.

2. Gun Checks:

Background checks are performed for all handgun purchases from gun dealers in Multnomah County. Through an inter-governmental agreement, the cities of Gresham, Troutdale, Fairview, and Wood Village have the Multnomah County Sheriff perform the background checks for purchases in those cities. The Sheriff also performs background checks in the unincorporated areas.

To establish a uniform system, data base, and employee consolidation, the Sheriff also proposed doing the background checks for the City of Portland. The City chose to do its own checks for purchases within City limits.

RECOMMENDATION: The Committee suggests that the City join the County system.

3. 911:

As with the gun checks, the County and East County cities have joined together for a 911 command center east of Portland, and were interested in a countywide system. Portland chose instead to do its own levy and enhancements. With Measure 5, the City has pulled back on its levy.

RECOMMENDATION: The Committee believes that there are economies of scale, capital equipment, and operator training, to justify a single system with unified funding.

4. Business License Fees:

As with gun checks and 911, the County and the East County cities have joined together so that East County businesses pay a single business income tax. This tax is administered by State employees through the Department of Revenue with expenses of collection deducted from revenues. Portland businesses, in contrast, calculate and pay two taxes, one to the County and one to the City. The City collects its own accounts and spends roughly \$1 million to administer its separate system, at a cost three times higher per business than the State/County system. If Portland joined in the County tax, the per unit costs of the County contract would probably go down and the City would incur significant savings. It is certainly a logical assumption that costs could be lowered if joint administration were adopted.

Services/units now being provided:

Program	Accounts	Fee/Rate	Revenues
City	31,672	2.20%	\$19,805,209
County	28,500	1.46%	\$13,740,000

Services are different:

MCBIT is a business income tax while the City has a business license fee. The County collects the tax during the year for the previous year's income. The City collects its fee in advance based on prior year's income. Although the two codes were written to be similar in 1975, several differences have evolved over the years. Primary differences involve a minimum level of activity to require a license, treatment of real-estate agent income, treatment of "non-business income," and existence of a minimum fee. It would probably be easier for businesses to comply with the program if the City's and the County's programs were identical. In fact when the codes were rewritten in 1975, the City did collect the County's tax. This agreement ultimately broke down.

What proved difficult at one time may again be possible. To accomplish consolidation, a number of major issues would have to be addressed including:

Legal: Review City and County Charters.

Administration: A difficult issue will be deciding who should administer a consolidated program and what level of enforcement is required to maximize potential revenues to both jurisdictions. The levels of enforcement currently in use by the State and the City vary considerably. If the City used the same level of enforcement as is used by the State, it would mean a reduction of revenues. If the State were to administer a joint City/County program, administrative costs could increase considerably.

County Revenue Sharing: Under the current County tax program, there is a formula for sharing a certain amount of the revenue collected with the cities of Gresham, Troutdale, Wood Village, and Fairview. This revenue sharing program could most likely continue under a consolidated program.

Efficiency: Currently, records of businesses that pay both the City Business License and the County Business Tax are maintained in two locations. Businesses that currently pay only the City Business Tax, or the County Business Tax are not duplicated. A jointly administered system would require only a single set of records for both business and government, and would ensure payment of both taxes where applicable.

Bookkeeping would also be simplified because businesses, which now must comply with both programs, must complete two similar, but not identical, forms, and submit payments to two different agencies would be freed from this burden.

RECOMMENDATION: Commission a task force (including non-business owning citizens), to implement consolidation of the business license tax process. Direct the task force to make recommendations regarding new structure, legislation, revenue and implementation time line.

5. Fire Districts:

Unlike the other three areas, East Multnomah County does not have consolidated fire service. Gresham residents receive urban-level fire services. The far East County, Fire District 14, is staffed largely by volunteers and handles rural problems using different equipment than that used by urban level service districts. Mid-County, Troutdale, Fairview, and Wood Village have been served by Fire District 10. Fire District 10 service for residents of unincorporated areas costs only \$1 per \$1000 less than all City services combined cost Gresham residents. The cost of this district per resident has been over 75

percent of what it costs Gresham residents for all City services. The issue is also potentially linked to Gresham annexation into Mid-County. In the past, Gresham has expressed interest in expanding into this service area, and the Joint Committee understands that some consolidation has been enacted. Potential consolidation savings for Fire District 14 are less clear.

RECOMMENDATION: Commission a task force to study, and to make recommendations about, merger of Fire District 14 into Gresham's fire service structure and complete the merger of Fire District 10.

6. Human Services:

Following on the heels of the passage of Resolution A, Multnomah County has assumed most of the responsibility for the provision of human services to the residents of the entire County, including the City of Portland.

At this time, and with the impetus of Ballot Measure 5, we believe that all human service programs should be placed under the umbrella of the Multnomah County Department of Human Services. We suggest that the City of Portland continue providing some funding for these programs, based on fiscal year 91/92 budget constraints, allowing the City to continue its limited responsibilities for the next fiscal year. Over the following five-year period, all City funding then could be phased down to zero. Any program designed only for cities of a certain size (for which Portland might be eligible, but for which, as a county, Multnomah County would not be eligible) should be considered as these programs are transferred, in order to protect in-flow of revenue used for Human Services.

While the Community Development Block Grant Program is seen as a cooperative effort between environmental and human service programs, both the City and County should attempt to use their best efforts to combine those portions dealing with human service needs under the aegis of Multnomah County.

RECOMMENDATION: Specific programs which ought to be transferred include: the PMCOA (Commission on Aging), the Metropolitan Human Relations Commission and the City's responsibilities for Alcohol and Drug Treatment Programs. Combine City and County Community Development Block Grant Programs, protecting their ability to deliver human services.

7. City/County Personnel Consolidation:

City and County personnel policies and contracts are different in ways that would make consolidation of functions difficult. The two personnel departments are slightly different in makeup, with some functions (such as Labor Relations or Risk

Management) in the City's Department located outside the Personnel Department in the County, so direct dollar comparisons do not fully reflect mission differences. These factors point out the need for a more careful and detailed review. Our Committee simply does not have the resources or time in which to engage in such a review now. Despite the above caveats, here are some broad comparisons.

The County has 16.1 actual FTE in personnel administering just under \$135,000,000 in payroll comprising about 3,800 employees. The City has 29 FTE in personnel administering just under \$224,000,000 comprising about 5,000 employees. These work out to about 7.24 FTE per million of payroll for the City and 8.18 FTE per million of payroll for the County. Each FTE personnel employee in the City serves 172 City employees. Each County Personnel FTE serves 230 County employees. On the face of these numbers, it appears that the County is significantly more efficient than the City. But certain adjustments that need to be made reduce the apparent differences. The City mission includes some functions not performed by its County counterparts. These functional areas would add several FTE's to the County's numbers to get to "apples to apples." But even these changes do not account for all the differences.

Offsetting the mission differences, the economies of scale for personnel administration are profound, so we would expect the City to be much more efficient than the County. That does not appear to be the case at first glance. The basic systems do not need to grow proportionally with the number of employees. The number of different labor bargaining units, turnover rate, and number of employee classifications impact efficiency. The laws that apply are similar but the bargained agreements may not be. Inside the County, the General Services CBAC has witnessed the administration of significant increases in numbers of employees with only marginal growth in personnel administration because of the economics of scale.

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

8. Geographic Information System Consolidation:

Computerized mapping is an important efficiency tool for local government and public utility companies. Several years ago the Multnomah County Tax Assessor elected to contract with the State Department of Revenue to prepare base maps for the County on the Intergraph Mapping System. This system is also being used by the City of Portland Department of Environmental Services, City Department of Transportation, the Portland Water Bureau, the Oregon Department of Transportation, Oregon Department of Revenue, the City of Beaverton, Portland General Electric and others.

Portland City Planning has just received its first Intergraph terminal, which is not yet setup. Metro and some other Cities use the Arcinfo System by ERSI. There are efforts underway to build translation programs to convert data between the two systems in both directions.

Discussions are underway between the City, the County, Metro and the State of Oregon regarding coordination of mapping activities, data sharing, system compatibility and data translation. The current plan is for the State Department of Revenue to complete the Multnomah County base maps. These will then be given to City of Portland Department of Transportation, which will maintain the base map for all the City users. It will take at least two more years to complete the base maps. PGE's Intergraph base map is going to be translated through Auto-Cad into Arcinfo and made available for interim use. When the Intergraph maps are complete, the users will convert to that system.

The City users are planning to create a computer map network of sorts with distributed overlay maps. It may make sense for the central base map keeper to be the Multnomah County Tax Assessor's office rather than the City's Department of Transportation.

Both the City and County are doing a good job of looking for efficiency and the avoidance of duplicated efforts in developing this system. Further, in utilizing the technology fully to increase organizational access to the system, both City and County will be able to save time and provide better front line service. These efforts pre-date consolidation or Ballot Measure 5 considerations.

RECOMMENDATION: In the long run, mapping consolidation efforts should be expanded. Consolidating base mapping functions at Metro, and designating tax assessors as another overlay user should be examined. This would help further develop a true data base network: perhaps a two way mapping network that would allow more efficiencies and better sharing of data between government jurisdictions. If this system is developed properly, the costs of maintaining the base maps could be spread over a wide variety of government and, perhaps, private users, such as title insurance and utility companies. If the level of accuracy in the system and the compatibility of data formats are maintained, digitized private surveys and tax lot maps will produce great private sector benefits for project planning and design. Enhanced use will further help defray operating and capital costs.

9. City/County Contract Administration Consolidation:

The County approach to contract administration is to keep the process as decentralized as possible, with the departments handling as many aspects as possible themselves, and with the centralized staff acting almost as consultants and technicians to ensure compliance with applicable laws and procedures. The Department has just over one

FTE to handle a work load exceeding 1,500 annual contracts. Only contracts over \$10,000 in value are subject to the centralized administration. Another 500 to 600 contracts per year receive special exemptions from centralized administration because efficiency dictates that such administration is unwarranted.

This decentralized administration process appears to be an efficient philosophy in that it does not hamstring the departments by preventing them from efficiently carrying out their missions, while still providing legal and competitive oversight when appropriate. Because the County system is so much an integral part of department operations, consolidation would only make sense as a part of broader departmental function consolidations.

It is interesting to note the differences between the City and County contracting in general. The City contracts for a great deal of tangibles and tangible work projects. The County contracts for a great deal of human services. There are real differences in the mechanics for these kinds of contracts, such as specifications and measurements of results, open-ended-versus-finite completion of work, performance indicators for tangible work versus service provided, and differences in applicable laws and regulations.

RECOMMENDATION: Compare functions, and, where similarities occur, consolidate those functions. Contracts, at both the City and the County, should include performance indicators to measure quality as well as quantity.

10. Land Use Planning:

The County Planning Department currently includes nine positions -- a director, one senior planner, 6 mid- to entry-level planners and one clerical staff. The Portland Planning Bureau has approximately 60 positions including one director, 5 chief planners, 12 senior planners, 25 mid- and entry-level planners, 2 technicians, 10 clerical positions and 9 administrative and graphics staff.

Services: Coordination of projects involving planning expertise would be enhanced by consolidation. There would be no more duplicative inventorying and analysis.

Cost: Depending on the nature and scope of the consolidation of services, some cost savings could be realized. These cost savings would primarily be limited to personnel costs which would be saved by consolidation.

Efficiency: The primary rationale for consolidating services is an increase in efficiency gained by sharing resources. Continuity of policy and projects from incorporated to unincorporated areas would be greatly enhanced by consolidation. Projects involving environmental and transportation planning and long-range land use allocation planning

would benefit from unified planning resources and unified planning policies between jurisdiction.

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

11. Parks Departments:

The City of Portland employs \pm 300 FTE in its Parks Department. The County employs \pm 30, three of whom are administrative. The City's Parks Department is expanding and growing because of annexation, bike/walking trails and greenbelt development. The County's operation is small but diverse, including, for example, boat ramps and cemeteries. While the City's Parks rely primarily on levies and the General Fund, the County's operation uses general funds, including funds generated by three parks (Glendoveer, Oxbow, and Blue Lake) to support other parks. City and County officials have met to consider the possibility of merging County parks within City limits into the City Parks Departments. Their conclusion was not to merge.

It seems a "natural" to merge the County's small department into the City's [which is ten times as large] thereby eliminating the need for two department heads. The reason given for not merging is that County parks within City limits support County parks outside City limits. The possibility of merging all County parks into the City department appears not to have been considered.

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

12. Exposition Center:

The Multnomah County Exposition Center consists of a 64-acre site and six rental halls. The facility is primarily rented on a per-square-foot basis to trade show operators. The only event sponsored by Multnomah County and held in this facility is the Multnomah County Fair.

The Expo Center is the organizational responsibility of the County Department of Environmental Services. The Center presently employs nine full-time staff. The facility contributed substantially to the County General Fund for fiscal year 1989/90. With gross revenues of \$1,562,241 and expenditures of \$548,373 the Expo Center is a low-cost revenue generator for the County.

The mix of regional facilities is changing, and that will affect the continuing profitability of the Expo Center. Increased competition for trade show business with the Oregon Convention Center and increased availability of the Coliseum, if the Trail Blazers move elsewhere, will affect Expo Center revenues. As the most direct competition for trade show dollars, these facilities can present a combined front that could send the Expo Center back to the low-income-generating livestock exhibition business.

The impact of increasing competition on Expo Center revenues will depend on the response the County makes to the challenge. Aggressive marketing, an upgrading of the current facility, rental rate decreases, the addition of new buildings and functional areas, and closure or sale of the facility are all possible responses. Another response would be to consider turning over the management of the Center to the Metropolitan Exposition and Recreation Commission (MERC), under the authority of the Metropolitan Service District (Metro).

The MERC is responsible for oversight of the Expo Center's main competition: the Memorial Coliseum and the Convention Center. It also has responsibility for the Civic Stadium, the Portland Center for the Performing Arts, the Civic Auditorium and the Arlene Schnitzer Concert Hall. With the exception of the Convention Center, which it owns, the other facilities are owned by the City and are managed by the MERC.

As the central marketing and management body for most of the large regional recreational and meeting facilities, the MERC has an advantage that the County lacks: it can market its facilities as a block as well as individually. That means more "bang for the marketing buck" and better coordination between facilities -- if a potential client is looking for a venue the MERC has a variety of space and price options available. At present, the Expo Center does not have access to this referral loop and its own marketing efforts are weak.

The Committee believes that it makes little sense for the Expo Center to remain outside of the larger management and marketing scheme that the MERC provides. As competition increases, the advantages of having a centralized planning, marketing and management body that can make decisions on a regional basis, rather than on an individual basis, also increases. An aggressive marketing campaign that can bring in more events is the only antidote to the "more facilities, same dollars" scenario that will otherwise be the most likely to unfold.

RECOMMENDATION: The Expo Center is presently a wonderful financial asset for the County. We do not recommend that it be given away. There are a variety of ways to effect the transfer of management without taking deep cuts to the County General Fund or losing the Center's present staff. The Committee recommends that County officials begin seriously negotiating an equitable method for better integrating the Center into the regional framework the MERC provides.

13. County Assessor:

Legal Feasibility: The Joint Committee has looked at whether the assessment process would be more effective if conducted uniformly throughout the metropolitan area. Consolidating the county assessors' offices in the tri-counties can probably be accomplished by (1) an intergovernmental agreement using the procedures in Chapter 190 of the Oregon Revised Statutes; (2) by the creation of a special district proposed by the three county governments and approved by a majority of voters in each county, or (3) by state legislative action, either by creating a special district or otherwise. The same legal mechanisms would be available for consolidation of all assessors' offices statewide, just as the County court systems were consolidated in 1983 under a single State Court Administrator.

Cost Savings: Substantial savings would probably result from consolidation of the county assessors' functions in the tri-county area, and even more savings would result if there were consolidation statewide.

For example, each of the counties has a single person who spends most of his or her time making policy decisions on property tax exemptions for historical designations and charitable organizations, some of which require making the same policy decision about similar groups repeatedly. One person could supervise this function for all three counties, or statewide. Not only would there be cost savings but there would be an increase in consistency -- and a reduction in litigation costs because of inconsistencies.

Another example is the county assessors' extra work when property owners go bankrupt. Each assessor's office must have someone who deals with the bankruptcy court, but the issues are very routine and repetitive, and could be handled by a single paralegal, or at least supervised by a single paralegal and one attorney. Because the bankruptcy court is located in Portland, there would be an obvious savings if the functions were consolidated. Even more savings would occur from consolidation statewide.

Each county has its own expensive computer system to keep track of properties, appraisal reports, owners' names and addresses, and the like. Consolidation of this computer function would save money on equipment, space and personnel.

Satellite offices for the physical property appraisals would still be necessary, because the appraisers are out on the street virtually every day, and it makes sense to have satellite offices near the properties that must be assessed.

RECOMMENDATION: The central administrative functions of County assessors in the tri-county (Multnomah, Washington, Clackamas) area could -- and should -- be consolidated.

14. Consolidation of Child Support Enforcement -- Multnomah County and the State Attorney General:

Currently, the State Attorney General's Office provides attorneys to enforce child support obligations in any case where the parent receiving the child support has received welfare benefits. The Multnomah County District Attorney's office provides free attorneys to assist persons owed child support who are not on welfare. Approximately two-thirds of the cost of this free civil attorney assistance provided by the District Attorneys' Office is paid for by the Federal Government on a matching grant. The balance, however, is paid for by the taxpayers of this County.

The federal money is available whether or not the enforcement offices are consolidated. It appears that there would be substantial savings, probably at least one or two attorneys' salaries a year as well as one or two assistants' salaries a year, for a total savings in excess of \$200,000 per year, if the County contracted with the Attorney General's Office for child support enforcement services.

Child support enforcement involves extremely routine and repetitive legal proceedings that can be handled almost entirely by non-attorney paralegals, at a very minimal cost. The District Attorney has been using several attorneys to supervise this process, whereas the Attorney General's Office uses very few attorneys and mostly paralegals. It appears that the Attorney General's Office has been more efficient than the District Attorney's Office.

RECOMMENDATION: With Measure 5, the budget pressure has increased enough to warrant the effort to make consolidation of child support enforcement services into the office of the State Attorney General happen.

15. Cable Regulation:

The City and County have very different, complex legal agreements with a variety of jurisdictions.

Background:

The City can act unilaterally to change the Office of Cable Communications and Franchise Management structurally or organizationally. The County must either withdraw from the Multnomah Cable Regulatory Commission or seek agreements with the other four jurisdictions (Gresham, Troutdale, Fairview and Wood Village) in order to make structural or organizational changes. Change can still occur; the speed and ease with which it can occur at the City simply does not exist at the County.

Treatment of franchise fees collected from the franchisee (Paragon Cable) differs widely between the City and County. The City of Portland treats franchise fees as General Fund discretionary revenue, while Multnomah County treats franchise fees as dedicated funds for cable regulation and community television production. For consolidation of functions to occur, agreement between all six jurisdictions about the handling of franchise fees would have to occur.

The Multnomah County Regulatory Commission has specific legal and financial responsibilities regarding funds received in the sale process transferring ownership from Rogers Cablesystems to KBLCom (Paragon's parent company). Those resources are dedicated to cable regulation and community television development, and the protection of those resources would be a condition of any inter-jurisdictional agreements involving merger of structure and function.

Structural differences exist between the Multnomah County Regulatory Commission and the City of Portland Office of Cable Communications and Franchise Management. These differences are reflected in the fact that MCRC handles only cable-related issues, while OCCFM, as its name implies, also handles the franchising of utilities and the collection of revenues generated by franchising. These revenues constitute a significant source of General Fund revenue for the City of Portland. Any structural changes in the Office of Cable Communications and Franchise Management would impact the revenue generating capability of the bureau.

The City of Portland's Office of Cable Communications and Franchise Management has been given the additional, and unique, task of developing the City's telecommunications plan. The MCRC does not perform any similar function. The potential exists for revenue generation from this function also.

Findings: Short term savings can be achieved in office supplies, education/travel, space facilities, and professional memberships, in the appropriate amount of \$5,000 per year. This will be offset by the reduction in the amount of participation Portland's Office of Cable Communications and Franchise Management can have in the development of national cable regulatory policy (the Director sits on the national board of a professional organization doing heavy Congressional lobbying for better regulation).

Paragon Cable's franchise with the City of Portland expires in 1996: their franchise with Multnomah Cable Regulatory Commission expires in 1998. Discussions about merging the two franchise agreements into one consolidated agreement can begin as early as 1993.

Multnomah Cable Regulatory Commission and the Office of Cable Communications and Franchise Management have already been cooperating and sharing resources:

Joint Request for Qualifications at the beginning of the process of transfer of ownership from Rogers Cablesystems to KBLCom (Paragon's parent).

Joint subscriptions to key trade and legal journals and publications.

RECOMMENDATION:

- Negotiate re-structuring of Multnomah Cable Regulatory Commission, Office of Cable Communications and Franchise Management, and Portland Cable Regulatory Commission into consolidated single entity, similar to Metropolitan Area Communications Commission, which serves all of Washington County, including 15 cities and unincorporated areas.
- Continue sharing resources as now; where possible, increase sharing of resources when it can be done without compromising effectiveness at local, State and national levels.
- Once re-structuring has occurred, and when Paragon's franchise renewal process opens up, in 1993, negotiate consolidated franchise agreement covering all six jurisdictions (City of Portland, Gresham, Troutdale, Fairview, Wood Village and unincorporated Multnomah County).

16. Facilities Management:

In looking at the possibilities for cost savings in the area of facilities management, the Joint Committee believes that many dollars could be saved through an eventual merger of the City and County departments. Each employs a fair number of specialists both at the managerial level and at the skilled labor level. Obviously, labor union considerations would impede any rapid merger between these two organizations at the skilled labor level.

While we realize that the many different facilities owned by the City and the County will need a combination of the skills and expertise available in both departments, cooperative scheduling of paint crews, repair teams and other specialized crews could be a first step toward the merger of these two large costly and necessary governmental

organizations. It is further apparent to us that if this Facilities Management Organization could be developed along the model of a business firm it could serve the needs of Gresham and the smaller Multnomah County cities as well. While some outside contractors might object, the effective use of the combined resources of these two major groups should be investigated as a way of saving jobs and tax dollars.

RECOMMENDATION: On the managerial level, we believe that economies of scale could be achieved in short order through combining these two departments. A one year phase-in during which both organizations learn the specific details of each department's operations would seem to be sufficient prior to streamlining the managerial level and saving taxpayers substantial amounts of money.

CONCLUSION:

The members of the Joint Committee realize that this report is by no means exhaustive in its scope or recommendations. We do believe, however, that we have made a good beginning, and that a coordinated City/County effort by citizen budget analysts should continue.

Because this report is a first look, it also does not attempt to address what we believe to be the fundamental issue of governmental reorganization on both philosophical and structural levels. Over time, we believe re-structuring must be addressed; until re-structuring occurs there is a limit to how much efficiency that can be squeezed out of a structure which is built on funding assumptions rendered invalid by the constraints of post-Measure 5 funding.

The Joint Committee hopes this report will prove useful to the elected officials of the Cities of Portland, Gresham, Troutdale, Wood Village, Fairview, and Maywood Park, and to the County of Multnomah. We also hope that bureau and department managers, and their employees will find this report useful. Finally, we hope the citizens of the Cities, and the County, will respond to this report by expressing their views to their elected officials and by getting involved in making government the responsive entity it should be.

It has been said that "the journey of a thousand miles begins with one step" We have begun. We will continue.

Respectfully submitted,

The Joint Citizens' Committee on City-County Service Consolidation

Marc Abrams,
Co-chair, Joint Committee
Vice-Chair, City of Portland
Bureau Advisory Coordinating Committee

Dick Levy,
Co-Chair, Joint Committee
Chair, Multnomah County
Central Citizen Budget
Advisory Committee

Rosemary Jane,
Chair, City of Portland Bureau
Advisory Coordinating Committee

Pat Bozanich,
Member, County Auditor
Citizen Advisory Budget Committee

Patrick Donaldson,
Member, City of Portland
Police Bureau Advisory Committee

Paul Eisenberg,
Member, County General Services
Citizen Advisory Budget Committee

Larry McCagg,
Member, County Community Corrections
Citizen Advisory Budget Committee

Mike Williams,
Member, District Attorney CBAC

APR 11 1991

Meeting Date: _____

Agenda No.: R-2

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AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Resolution Endorsing the Establishment of an

SUBJECT: Institute of Portland Metropolitan Studies

AGENDA REVIEW/
BOARD BRIEFING _____ (date) _____ REGULAR MEETING 4/11/91 (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Hank Miggins TELEPHONE X-3308

PERSON(S) MAKING PRESENTATION Hank Miggins

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):

Resolution in the Matter of Endorsing the Establishment of an Institute of Portland Metropolitan Studies to Harness the Research Capacity of Portland State University and Other Institutions of Higher Education in the Metropolitan Area

4/30/91 copy to HANK Miggins

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Madup McCoy*
Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Endorsing the)
Establishment of an Institute of)
Portland Metropolitan Studies to)
Harness the Research Capacity of) RESOLUTION
Portland State University and Other)
Institutions of Higher Education in) 91-45
the Metropolitan Area)

WHEREAS, the Governor's Commission on Higher Education in the Portland Metropolitan Area recently issued its final report, "Working Together - A Community and Academic Partnership for Greater Portland"; and

WHEREAS, the report calls for the formation of a Council of Presidents of local colleges and universities, the development of Portland State University into an "Urban grant university", focusing on the needs of the region, improving access and participation for students, and establishing a Greater Portland Trust to support implementation of the plan and seek new sources of funding, and enhance cooperation between institutions; and

WHEREAS, the complexity of the issues confronting local government requires a continuous search for innovative approaches to solutions, efficient mechanisms for service delivery, and a continuously updated information base; and

WHEREAS, the County would be greatly enhanced by the establishment under the auspices of Higher Education of an independent research organization capable of conducting studies, sponsoring policy seminars and regularly disseminating information to all local governments in the region; and

WHEREAS, Portland State University has committed itself to work for the establishment of an Institute for Portland Metropolitan Studies to perform such functions; and

WHEREAS, it is recognized that said Institute carries the potential of enhancing cooperation, interactions and communication between government and higher education; and

WHEREAS, it is further recognized that an Institute of Portland Metropolitan Studies provides a badly needed forum for dialogue and exchange of views regarding pressing concerns in the region; and

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners endorses the principle of establishing in this region an Institute of Portland Metropolitan Studies to be administered by Portland State University with participation of the County in such matters as the identification of the governing board and the development of an annual research grant; and

BE IT FURTHER RESOLVED, that the County Chair will designate a member of the Board of County Commissioners to serve with other community leaders on the governing Board of the Institute.

ADOPTED this 11th day of April, 1991.



MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy
Multnomah County Chair

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

By John L. Bay

Meeting Date: APR 11 1991

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: RESOLUTION: WEEK OF THE YOUNG CHILD, APRIL 13-20

BCC Informal _____ (date) BCC Formal April 11, 1991 (date)

DEPARTMENT Non-Dept. DIVISION BCC (Anderson)

CONTACT Diane Luther TELEPHONE 248-5008

PERSON(S) MAKING PRESENTATION Nancy P Chapin Anderson

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):

Resolution for the purpose of acknowledging the Week of the Young Child and encouraging Multnomah County employees and managers to participate.

4/30/91 Copy to Diane Luther

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Pauline Anderson*

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1991 APR - 4 AM 11:08
MULTNOMAH COUNTY
OREGON



Portland Chapter
of the **OREGON ASSOCIATION**
for the **EDUCATION of YOUNG CHILDREN**

TO: ALL CHILD CARE PROVIDERS (INFANT THROUGH AGE 12 & SPECIAL NEEDS)

"WEEK OF THE YOUNG CHILD"

"SEND THE CHILDREN TO WORK"

- PROBLEM:** HOW TO INCREASE AWARENESS IN THE OREGON BUSINESS COMMUNITY REGARDING THE IMPORTANCE OF QUALITY AFFORDABLE CHILD CARE TO THE ECONOMIC HEALTH OF OREGON.
- SOLUTION:** HAVE WORKING PARENTS "TAKE THEIR CHILD TO WORK" TO ILLUSTRATE HOW MANY CHILDREN ARE IN CHILD CARE WHILE THEIR PARENTS ARE WORKING.
- ACTIVITY:** HAVE ALL CHILD CARE PROVIDERS CREATE LIFE SIZE PRINTS OF THE CHILDREN IN THEIR CARE AND ENCOURAGE PARENTS TO "TAKE THEIR CHILD TO THEIR WORK SITE" FOR THE WEEK OF THE YOUNG CHILD, APRIL 13TH - 20TH.
- SUGGESTIONS:** USE BUTCHER PAPER, HEAVY NEWSPRINT, OR LIGHT WEIGHT CARDBOARD TO CREATE AN OUTLINE OF THE CHILD'S BODY. HAVE CHILDREN DECORATE AND COLOR THE PRINT.
- OUTCOME:** OREGON'S EMPLOYERS WILL HAVE A GRAPHIC, VISUAL INDICATION OF HOW IMPORTANT QUALITY, AFFORDABLE CHILD CARE IS TO THEIR EMPLOYEES AND TO THEM PERSONALLY AND ECONOMICALLY. WE HOPE THAT THIS ACTIVITY WILL PRODUCE A POSITIVE IMAGE OF PROVIDERS AS PARTNERS IN KEEPING OREGON'S ECONOMY STRONG!

FOR MORE INFORMATION OR IF YOU NEED PAPER, CALL NANCY AT THE CHILD CARE PROVIDERS' RESOURCE ROOM, 222-9583.

THIS MAILING IS SPONSORED BY THE NATIONAL COUNCIL OF JEWISH WOMEN'S CHILD CARE PROVIDERS' RESOURCE ROOM, 3030 S.W. 2ND AVE., PORTLAND. NEW HOURS FOR DROP-IN VISITS ARE 4:00 - 9:00 P.M. ON WEDNESDAYS AND OTHER TIMES BY APPOINTMENT (222-9583). GIVE US A CALL, DROP BY FOR INFORMATION, MATERIALS, BROCHURES, AND IDEAS TO USE IN THE CLASSROOM AND TO SUPPORT PARENTS. NANCY CHAPIN, COORDINATOR

IF YOU ARE NO LONGER PROVIDING CARE, PLEASE HAND THIS FLYER ON TO SOMEONE WHO IS. THANK YOU.

3/11/91

NATIONAL COUNCIL OF JEWISH WOMEN'S
CHILD CARE PROVIDERS RESOURCE ROOM
3030 S.W. 2ND AVE.
PORTLAND, OR 97201

NON-PROFIT ORG.
U.S. POSTAGE
~~PAID~~
PORTLAND, OR
Permit No. 685

TO: ALL PARENTS OF CHILDREN IN HOME OR CENTER CHILD CARE.
(INFANT THROUGH AGE 12 AND SPECIAL NEEDS)

**"WEEK OF THE YOUNG CHILD"
"TAKE THE CHILDREN TO WORK" ****

PROBLEM: HOW TO INCREASE AWARENESS REGARDING THE IMPORTANCE OF
QUALITY, AFFORDABLE CHILD CARE TO THE ECONOMIC HEALTH OF
OREGON.

SOLUTION: "TAKE YOUR CHILD TO WORK" DURING THE WEEK OF APRIL 13TH -
20TH. YOUR CHILD CARE PROVIDER WILL HELP YOUR CHILD/REN
CREATE LIFE-SIZE "CHILD PRINTS" FOR YOU TO TAKE TO WORK IN
ORDER TO DRAMATICALLY ILLUSTRATE HOW MANY CHILDREN ARE IN
CARE EVERY WORKING DAY IN OREGON.

OUTCOME: OREGONIANS AND OUR EMPLOYERS WILL HAVE A GRAPHIC, VISUAL
INDICATION OF HOW IMPORTANT QUALITY AFFORDABLE CARE IS TO
ALL OF US. WE HOPE THIS ACTIVITY WILL PRODUCE A POSITIVE
IMAGE OF PROVIDERS AS PARTNERS IN KEEPING OREGON'S ECONOMY
STRONG! HONOR YOUR PROVIDER!!

FOR MORE INFORMATION, CALL NANCY CHAPIN AT THE NCJW CHILD
CARE PROVIDERS' RESOURCE ROOM, 222-9583.

** A PROJECT OF THE PORTLAND CHAPTER OF THE OREGON ASSOCIATION
FOR THE EDUCATION OF YOUNG CHILDREN(OAEYC), NAEYC AFFILIATE

.....
PROVIDERS: IN ORDER TO EXPLAIN THE PROJECT THIS PIECE MAY BE COPIED AND
SENT HOME WITH PARENTS WHEN YOU SEND THE LIFE SIZE CUTOUTS.
WE LOOK FORWARD TO YOUR INVOLVEMENT!
3/11/91

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

For the purpose of acknowledging)	
the Week of the Young Child and)	
encouraging Multnomah County)	RESOLUTION
employees and managers to)	91-46
participate)	

WHEREAS the week of April 13-20, 1991 has been designated as the Week of the Young Child in order to enhance awareness of the need for quality child care around the nation; and

WHEREAS the Oregon Association for the Education of Young Children has requested that all parents of children in child care bring life-size cutouts of their children to work during the week of April 13-20; NOW THEREFORE

BE IT RESOLVED that the Board of County Commissioners supports the Week of the Young Child and encourages child care providers, parents and employers throughout Multnomah County to participate; and

BE IT FURTHER RESOLVED that the Board encourages all County employees with children in child care to bring life-size cutouts to work, and the Board further encourages County managers to cooperate with Week of the Young Child observances.

ADOPTED this 11th day of April, 1991.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY

BY Gladys McCoy
Gladys McCoy, Chair

REVIEWED:

LAWRENCE KRESSEL, County Counsel
For Multnomah County

By John L. DuBary
Lawrence Kressel



Meeting Date: APR 11 1991

Agenda No.: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Proclamation -National Library Week

AGENDA REVIEW/
BOARD BRIEFING 4-9-91 REGULAR MEETING 4-11-91
(date) (date)

DEPARTMENT BCC DIVISION _____

CONTACT Mike Delman TELEPHONE 5275

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):

Proclaiming April 14-20 to be Library Week in the County of Multnomah

4/30/91 copy to Mike Delman

BOARD OF
COUNTY COMMISSIONERS
1991 APR -4 AM 9:43
MULTNOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *[Signature]*

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY, OREGON

In the matter of proclaiming)
April 14-20, 1991 National Library))
Week in the County of Multnomah)

PROCLAMATION 91-47

WHEREAS, Libraries are a vital element of a free and democratic society, providing for a free exchange of ideas among all citizens; and

WHEREAS, Libraries store the knowledge upon which our society is based and the wisdom that offers hope for our future; and

WHEREAS, Libraries provide business journals, environmental reports, encyclopedias, classic literature, newspapers from around the country, children's picture books, bestsellers, and much, much more; and

WHEREAS, Libraries, like other County services, are not just for the young, as are the schools; not just for the criminal, as are the jails; not just for the sick as are the hospitals, but rather for the minds of all (to paraphrase Terrance O'Donnell, unofficial Portland historian); and

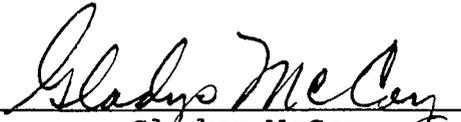
WHEREAS, Libraries not only enhance the quality of life in our community, but are part of what makes our quality of life possible; and

WHEREAS, The Multnomah County Library is joining with libraries around the U.S. to celebrate National Library Week; and

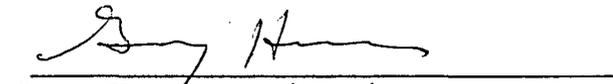
WHEREAS, The Multnomah County Library has created a special exhibit entitled "Your Library's Legacy: Treasures for the Mind," to highlight the many treasures that the Library holds in trust for the people of Multnomah County,

THEREFORE BE IT RESOLVED, The members of the Board of County Commissioners proclaim April 14-20 to be Library Week in the County of Multnomah, and encourage citizens young and old to actively support our community and neighborhood libraries.

ADOPTED this 11th day of April, 1991.


Gladys McCoy
Multnomah County Chair


Pauline Anderson, District I
Commissioner


Gary Hansen, District II
Commissioner


Rick Bauman, District III
Commissioner


Sharron Kelley, District IV
Commissioner



Meeting Date: APR 04 1991 APR 11 1991

Agenda No.: R-14 R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: ORDINANCE CONCERNING TRANSFERS OF PROPERTY

AGENDA REVIEW/
BOARD BRIEFING APRIL 2, 1991 REGULAR MEETING APRIL 4, 1991
(date) (date)

DEPARTMENT NON-DEPARTMENTAL DIVISION CHAIR GLADYS McCOY

CONTACT MERLIN REYNOLDS TELEPHONE 248-3308, ext 2970

PERSON(S) MAKING PRESENTATION MERLIN REYNOLDS, JOHN DuBAY

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 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):

PROPOSED ADOPTION OF AN ORDINANCE AMENDING MULTNOMAH COUNTY CODE CHAPTER 7.70.300 TO ALLOW FOR THE TRANSFER OF FORFEITED PROPERTY TO COUNTY AGENCIES AND OTHER GOVERNMENTS
4/20/91 Copies to Merlin & John DuBay & ORDINANCE Distribution List

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Glady McCoy*
[Signature]

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

ORDINANCE FACT SHEET

Ordinance Title: An Ordinance Providing for Transfers of Property Acquired
Through Civil Forfeiture Laws and Establishing Procedures Therefor

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

The purpose of this Ordinance is to establish a clear policy and process for the transfer of forfeited property from the County Sheriff to other governments.

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

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

What is the fiscal impact, if any?

There will be a fiscal benefit to the County and other governments that utilize forfeited property instead of using funds to purchase new items.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: _____

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: Wesley McCoy _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance providing for transfers of property acquired through civil forfeiture laws and establishing procedures therefor.

Multnomah County Ordains as Follows:

Section I. Definitions.

(A) "Government Agency" means any state agency, department, division, bureau, board, and commission; any county and city governing body, school district, special district, municipal corporation, and any board, department, commission, council or agency thereof; and any other public agency of this state.

(B) "Law Enforcement Agency" means any agency which employs police officers for the purpose of investigation and prosecution of criminal cases.

(C) "Law Enforcement Purpose" means any activity which may be reasonably expected to result in the identification, apprehension, or conviction of criminal offenders.

(D) "Police Officer" has the meaning given that term in ORS 133.525.

(E) "Forfeited property" means all personal property other than cash or cash proceeds, the right, title, and interest of which has been granted to Multnomah County by the Circuit Court of the State of Oregon pursuant to

(1) Or Laws 1989, ch 791, § § 1-10; or

1 (2) Multnomah County Ordinance No. 422
2 (MCC 7.85.001-7.85.050) in effect prior to May 10, 1989.

3 Section II. Types of Transfers Allowed.

4 (A) Forfeited property may be transferred to any law
5 enforcement agency to be used for law enforcement purposes, or

6 (B) Forfeited property may be transferred to any government
7 agency within the State of Oregon for a public purpose.

8 Section III. How Transfers Approved.

9 (A) All property transfers to law enforcement agencies shall
10 be made at the discretion of the Sheriff of Multnomah County.

11 (B) All other property transfers shall be approved by the
12 Resolution of Multnomah County Board of Commissioners upon
13 recommendation of the sheriff that any such transfer will be in the
14 public interest and for a public purpose.

15 Section IV. Transfer Documents.

16 (A) Upon approval, the sheriff shall transfer the forfeited
17 property by executing a transfer document describing the property
18 transferred, stating the transfer is without warranties of title,
19 condition or fitness for a particular purpose. In addition, the
20 transfer document shall give notice the transferee is required to
21 maintain written documentation of each sale, transfer or other
22 disposition of the property as required by OR Law 1989, ch 791,
23 § 10(2).

24 Section V. Codification.

25 (A) Sections I. through V. of this ordinance shall be
26 codified as part of MCC Ch. 7.70.

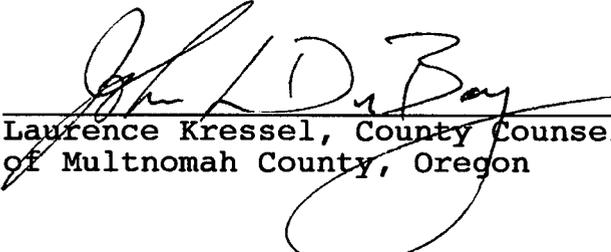
ADOPTED this _____ day of _____, 1991, being

1 the date of its _____ reading before the Board of County
2 Commissioners of Multnomah County, Oregon.

3
4 (SEAL)

5
6 _____
7 Gladys McCoy, Chair
8 Multnomah County, Oregon

9 REVIEWED:

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

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 676

An ordinance providing for transfers of property acquired through civil forfeiture laws and establishing procedures therefor.

Multnomah County Ordains as Follows:

Section I. Definitions.

(A) "Government Agency" means any state agency, department, division, bureau, board, and commission; any county and city governing body, school district, special district, municipal corporation, and any board, department, commission, council or agency thereof; and any other public agency of this state.

(B) "Law Enforcement Agency" means any agency which employs police officers for the purpose of investigation and prosecution of criminal cases.

(C) "Law Enforcement Purpose" means any activity which may be reasonably expected to result in the identification, apprehension, or conviction of criminal offenders.

(D) "Police Officer" has the meaning given that term in ORS 133.525.

(E) "Forfeited property" means all personal property other than cash or cash proceeds, the right, title, and interest of which has been granted to Multnomah County by the Circuit Court of the State of Oregon pursuant to

(1) Or Laws 1989, ch 791, § § 1-10; or

1 (2) Multnomah County Ordinance No. 422

2 (MCC 7.85.001-7.85.050) in effect prior to May 10, 1989.

3 Section II. Types of Transfers Allowed.

4 (A) Forfeited property may be transferred to any law
5 enforcement agency to be used for law enforcement purposes, or

6 (B) Forfeited property may be transferred to any government
7 agency within the State of Oregon for a public purpose.

8 Section III. How Transfers Approved.

9 (A) All property transfers to law enforcement agencies shall
10 be made at the discretion of the Sheriff of Multnomah County.

11 (B) All other property transfers shall be approved by the
12 Resolution of Multnomah County Board of Commissioners upon
13 recommendation of the sheriff.

14 Section IV. Transfer Documents.

15 (A) Upon approval, the sheriff shall transfer the forfeited
16 property by executing a transfer document describing the property
17 transferred, stating the transfer is without warranties of title,
18 condition or fitness for a particular purpose. In addition, the
19 transfer document shall give notice the transferee is required to
20 maintain written documentation of each sale, transfer or other
21 disposition of the property as required by OR Law 1989, ch 791,
22 § 10(2).

23 Section V. Codification.

24 (A) Sections I. through V. of this ordinance shall be
25 codified as part of MCC Ch. 7.70.

26 ADOPTED this 11th day of April, 1991, being
the date of its second reading before the Board of County

1 Commissioners of Multnomah County, Oregon.



2
3
4 *Gladys McCoy*
5 _____
6 Gladys McCoy, Chair
7 Multnomah County, Oregon

8 REVIEWED:

9 *L. H. DuBay*
10 _____
11 Laurence Kressel, County Counsel
12 of Multnomah County, Oregon

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BUDGET MODIFICATION NO. MSO # 19

(For Clerk's Use) Meeting Date APR 11 1991

Agenda No. R-6

REQUEST FOR PLACEMENT ON THE AGENDA FOR April 11, 1991
(Date)

DEPARTMENT Sheriff's Office

DIVISION _____

CONTACT Larry Aab

TELEPHONE 251-2489

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

SUGGESTED

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

Budget modification transferring \$15,000 from Professional Services to Equipment in the SEDE Forfeitures budget to allow for the purchase of two undercover cars.

(Estimated Time Needed on the Agenda)

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

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification will transfer \$15,000 from Professional Services to Equipment to allow for the purchase of two undercover cars to be used for drug investigations. This modification affects the budget for funds derived from forfeiture cases.

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

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

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

1991 APR - 2 AM 9:22
MULTNOMAH COUNTY
OREGON

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

J. Mark Campbell 3-29-91

Robert H. Shipp Sr. 3/22/91

Board Approval DEBORAH ROYERS Date April 11, 1991

Meeting Date: APR 11 1991

Agenda No.: R-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Grant Proposal to State Criminal Justice Coordinator

BCC Informal April 9, 1991 BCC Formal April 11, 1991
(date) (date)

DEPARTMENT Community Corrections DIVISION Women's Transition Services

CONTACT Joanne Fuller TELEPHONE 248-5374

PERSON(S) MAKING PRESENTATION Joanne Fuller

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):

Request Board approval of grant application to the State Criminal Justice Coordinator's Office to fund services for African American drug and alcohol dependent women
Notice of Intent to Apply.

4/23/91 original to JOANNE FULLER

BOARD OF
IDENTITY COMMUNITY SERVICES
1991 APR -1 PM 2:05
MULTNOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *Roberta A. Jew*

(All accompanying documents must have required signatures)



Department of the Executive
Criminal Justice Coordinator's Office
155 Cottage Street, N.E.
Salem, Oregon 97310
(503) 378-4123
Application for DLE Funds

1. Agency Name/Address/Phone Number

DEPARTMENT OF COMMUNITY CORRECTIONS
OFFICE OF WOMEN'S TRANSITION SERVICES
421 SW 5TH, SUITE 600
PORTLAND, OREGON 97204
(503) 248-5374

2. Program Title

AFRICAN-AMERICAN FAMILIES TOGETHER

3. Grant Number (Please Leave Blank)

4. DLE Purpose : PROVIDING PROGRAMS WHICH IDENTIFY AND MEET THE TREATMENT NEEDS OF ADULT AND JUVENILE DRUG DEPENDENT AND ALCOHOL DEPENDENT OFFENDERS.

5. Program Period

APRIL, 1990 THROUGH APRIL, 1991

6. Congressional District(s)

1ST AND 3RD

7. Type of Award:

- New (first time receiving DLE funds)
 Continuation of Grant Number _____

8. Type of Implementing Agency:

- Criminal Justice Agency
 Non-Criminal Justice Agency

9. Which Type of Criminal Justice Agency:

- Law Enforcement Prosecution
 Public Defender Adjudication
 Pretrial Services Corrections
 Correctional Institutions Other _____

10. Level of Government:

- State City
 County Indian Tribe

11. Federal Tax Identification Number

93-6002309

12. Contact Person

JOANNE FULLER (503) 248-5374

13. Does the Award:

- Enhance an Existing Program
 Initiate a New Program

14. If this is an Enhancement, Indicate:

The Prior Year Budget for the Activity \$ _____
The Current Year Budget for the Activity \$ _____

15. Budget Outline:

Budget Item	TOTAL PROGRAM	GRANT FUNDS	CASH MATCH
Salaries and Benefits	19,928		19,928
Contractual Expenses	110,000	101,000	9,000
Equipment	5,000		5,000
Supplies			
Travel/Training			
Confidential Funds			
INDIRECT	707	707	
TOTAL	135,635	101,707	33,928

16. Typed Name of Program Director

JOANNE FULLER, MSW
PROGRAM DIRECTOR

17. Typed Name of Authorizing Official

GLADYS MCCOY, CHAIR
MULTNOMAH COUNTY, OREGON

Program Director Approval

Applicant Jurisdiction Approval

CJC Approval

Signature

Date

Signature

Date

Signature

Date

18. PROBLEM IDENTIFICATION

MULTNOMAH COUNTY OFFICE OF WOMEN'S TRANSITION SERVICES AFRICAN AMERICAN FAMILIES TOGETHER

Many African American women in our community are struggling to keep their families together in the face of poverty, substance abuse, few parenting skills, and the disintegration of their traditional support networks. Nationwide the National Institute on Drug Abuse (NIDA) reports that African American women are more likely than women in any other racial/ethnic group to have used crack cocaine and African Americans account for 41% of cocaine related deaths and for 31% of heroin/morphine related deaths. Locally, the number of women in our jails is on the rise, and the Children's Services Division reports that foster care placements in Multnomah County are also rising. All of these are indicators that the community needs to address the issues of substance abusing African American women to give these women the skills to care for themselves and their children.

A recent sample of sixty pregnant female offenders who received services in the Multnomah County jail in 1990 reveals a troubling picture:

- **Women with multiple problems.** Ninety percent of the sample who currently have children have been involved with the State Children's Services Division, all of them are involved with the Criminal Justice System and most rely on Welfare or other government assistance for their income.
- **Women with extensive histories of substance abuse.** Approximately 60% of the program participants started using drugs before the age of seventeen, a troubling 37% started using before the age of fourteen. These women may not engage in treatment until they are in their mid twenties or older, resulting in long histories of substance abuse.
- **Women have multiple children in their care.** Of the ADAPT Participants, 30% had two or more children, approximately 20% had one child, and all of the women in the sample were pregnant.
- **Women who are second generation substance abusers.** In the ADAPT sample, 76% percent of participants came from families where parents used drugs.

African American substance abusing women experience multiple barriers seeking and participating in substance abuse treatment. NIDA sponsored research documents problems including: lack of cultural sensitivity and understanding on the part of treatment staff, lack of role models for recovery, lack of minority members on treatment staff, lack of African American spiritual content in treatment, and treatment groups that are unwilling to address the rage that many African American women feel at the institutional discrimination they have experienced.

Parenting classes are often developed on majority culture models and reflect judgement about the nature of family relationships in the African American Community and African American parenting. When these issues are not addressed by service providers, women fail in treatment resulting in the termination of their child custody, return to jail or prison and other consequences for the community include child abuse, and the disintegration of fragile African American families.

African American women in Portland have few choices for culturally sensitive substance abuse treatment particularly if they are addicted to crack and methamphetamines and they have custody of small children. Services available in the North/Northeast area where most low income African American women live are limited. The Project for Community Recovery provides some alcohol and drug treatment services to African American women in North and Northeast Portland. These services are not intensive and the program is not able to provide child care for women in treatment. When women wish to seek parenting classes or other services they must seek them at other locations.

The Multnomah County Office of Women's Transition Services (OWTS) proposes developing the African American Families Together program to address these problems for women involved in the criminal justice system and living in the North/Northeast Community in Portland.

19. PROGRAM CRITICAL ELEMENTS

The Office of Women's Transition Services is proposing the development of an African American appropriate family oriented substance abuse treatment model for women with small children in the North/Northeast Portland area. This treatment model would serve women who were referred for services through the Multnomah County Children's Services Division, and the Alcohol and Drug Prenatal Treatment Program of the Office of Women's Transition Services. A brief description of the ADAPT model follows:

The Alcohol and Drug Prenatal Treatment Program (ADAPT) in Multnomah County Oregon is working with a population of pregnant substance abusing women in the jail and continuing as they are released in the community. The ADAPT Program is a joint effort between the Multnomah County Health Division, the Department of Community Corrections, and the Multnomah County Alcohol and Drug Program. The Program identifies women in jail and immediately begins substance abuse treatment and prenatal care. Casemanagers and Community Health Nurses work with women to continue their treatment in the community and address their on-going health needs. Casemanagers link women to housing, treatment, mental health services, parenting and other basic needs assistance. ADAPT Program participants referred to the African American Families Together Program (AAFT) will continue to receive ADAPT services as needed while in the AAFT Program.

The African American Families Together project requires the design of a new African American culturally relevant service system for substance abusing women and their children. The development of this program requires the participation of organizations and individuals who are concerned about substance abusing women in the African American community. These organizations would include: Project for Community Recovery, Stay Clean, Albina Ministerial Alliance, Children's Services Division, and other services in the North/Northeast Area. The Office of Women's Transition Services will facilitate the development process. The process will draw on the expertise of participants, and information on successful programs in other states.

After the development phase, services would be delivered at a site in the North/Northeast community where women would receive substance abuse treatment, family focused child care, and parenting classes at one location.

While the design phase would identify the specifics of the services to be provided after implementation, the following services must be included in a comprehensive services plan for African American Women and their children:

Substance Abuse Treatment Components:

1. Treatment will be a day treatment model with women attending four hours per day, five days a week. Women can participate for up to one year in treatment.
2. The program would foster links to healthy support systems through the use of volunteers and sponsors for women in recovery.
3. Urinalysis will monitor individual's substance abuse. This information will not result in immediate termination but will be used to address relapse and ongoing use in a therapeutic manner.
4. Treatment will use a group format with women's only groups where women's needs will not become subservient to men's needs in the treatment group.
5. The program will strive to hire staff who can serve as positive role models for African American women in recovery.
6. The program will be sited in the North/Northeast Community where most of the low income housing in the city is located, and many African American women return to this community when leaving institutions.
7. Participants will be given bus passes and tickets to facilitate their participant in treatment.
8. The program will reflect the values, spiritual beliefs and family structure of the African American Community. The Program will recognize the significance of multi-generational families, natural helpers, and spiritual leaders in the recovery of African American women and their families.
9. Child care that is family focused and will be provided on-site.

The Parenting Services Component will include:

1. Individual and group parenting sessions with a focus on developmental information that women need to understand their children's needs.
2. Individual assessment of parenting styles and beliefs. On-going individual parenting sessions to discuss family of origin issues that affect current parenting and problem solving skills.
3. Parenting classes will view the extended family as a strength to build on, women will be encouraged to bring other family members into treatment as needed.
4. Each week the mother will interact with her child at the on-site day care setting so practical solutions and individual attention can be given to the family unit.
5. The educational portion of the group parenting classes will utilize some of the materials already developed by Lane County Crisis Relief Nursery and the Children's Services Division.

The funding for this program is designed to develop and enhance existing services in the African American Community. To achieve the results of this program other services will need to be leveraged. The Substance Abuse Treatment Program and Parenting Services will utilize the expertise of existing service providers.

20. PERFORMANCE MEASURES

This plan is designed for a one year grant award for April 1991 through March 1992. The granting period for the Federal funds may differ from this cycle, the funding of the program could be adjusted accordingly. Service development will take place between April 1991 to June 1991. Service contracts will be awarded and services put in place following this development phase.

The African American Families Together Program will meet the following program objectives and collect information about program participation and services compliance in each of these areas:

OBJECTIVE	TIME
1. Design and development of services plan	June 1991
2. Implement Services including contracting	Oct 1991
3. Collect outcome and demographic data for presentation to funding sources <ul style="list-style-type: none"> •decreased removal of children from homes (measured by CSD Reports) •decreased reports of child abuse (measured by CSD Reports) •decreased substance abuse (measured by urinalysis) 	Oct-Apr 91-92
4. Develop and implement African American sensitive parenting curriculum	Nov 1991
5. Provide parenting classes to 20 women and their children	Nov-Apr 91-92
6. Complete 20 individual parenting assessments	Nov-Apr 91-92
7. Provide substance abuse services to 20 women and their children	Nov-Apr 91-92
8. Develop links to Community for Volunteers and other sponsors.	Nov-Apr 91-92
9. Weekly urinalysis results on 20 participants	Nov-Apr 91-92
10. Provide transportation assistance for 20 women	Nov-Apr 91-92
11. Engage participant's significant others and extended families in treatment as needed	Nov-Apr 91-92
12. On-going identification of additional service needs	Apr-Apr 91-92

21. PROGRAM ADMINISTRATION

The African American Families Together Program would be a joint effort between the Community and the Multnomah County Department of Community Corrections Office of Women's Transition Services. Overall program oversight would be the responsibility of the Program Manager of the Office of Women's Transition Services. The Office of Women's Transition Services would use County Match funds to hire a .50 FTE Program Development Specialist for the project. The Program Development Specialist position would provide the following administrative activities:

- organize the design group for the program
- collect materials from other local and national programs offering services to African American women and their families
- provide on-going staff support to the Design Group as they continue to provide input into on-going program, and identify additional avenues for addressing substance abuse problems in the African American Community
- provide technical assistance to the contracted services providers
- collect evaluation data for funding sources and outcome evaluation

The Design Committee would define the services to be provided and continue to work with the project on an on-going basis monitoring the progress of the services and providing expertise.

Direct services would be contracted to service providers in the North/Northeast Portland Community. These service providers would be responsible to the OWTS for reporting services and demographic information about program participants.

22A. SOURCE OF MATCH

Jurisdiction

Match Amount

Source of Match

MULTNOMAH COUNTY, OREGON

33,928

COUNTY GENERAL FUND

TOTAL \$ 33,928

Total must equal the match amount in Item 15.

22B. PERSONNEL

Position	Hourly Rate (sal.+ben.)	Hours on Program	Total Cost (hours*rate)
Regular Staff			
PROGRAM DEVELOPMENT SPECIALIST	13.16	.50 FTE	13,792
FRINGE @ 42%			6,136
Consultants			
	TOTAL		\$ 19,928

Total Personnel Costs must equal the amount shown in Item 15.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions
(Direct Recipient)**

Application Number

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

GLADYS MCCOY, CHAIR, MULTNOMAH COUNTY, OREGON

Name and Title of Authorized Representative

Signature

OFFICE OF WOMEN'S TRANSITION SERVICES/

MULTNOMAH COUNTY, OREGON, 421 SW 5TH, SUITE 600, PORTLAND, OREGON 97204

Name and Address of Organization

4/11/91
Date



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

GLADYS MCCOY, CHAIR, MULTNOMAH COUNTY, OREGON

Name and Title of Authorized Representative

Gladys McCoy

Signature

12/11/91
Date

OFFICE OF WOMEN'S TRANSITION SERVICES/

MULTNOMAH COUNTY, OREGON, 421 SW 5TH, SUITE 600, PORTLAND, OREGON 97204

Name of Organization

Address of Organization



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding Drug-Free Workplace Requirements
Grantees Other Than Individuals**

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F. The regulations, published in the January 31, 1989 *Federal Register*, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or governmentwide suspension or debarment (see 28 CFR Part 67, Sections 67.615 and 67.620).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about —
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will —
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted —
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code):

<u>OFFICE OF WOMEN'S TRANSITION SERVICES</u>	
Organization Name	Application Number
<u>GLADYS MCCOY, CHAIR, MULTNOMAH COUNTY, OREGON</u>	
Name and Title of Authorized Representative	
<u>Gladys McCoy</u>	<u>4/11/91</u>
Signature	Date

Certified Assurances FY-1990

(Drug Control and System Improvement Formula Grant Program) FY - 1990

(1) The applicant assures that Federal funds made available under this formula grant will not be used to supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

(2) The applicant assures that matching funds required to pay the non-Federal portion of the cost of each program and project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for law enforcement by the recipients of grant funds and shall be provided on a project-by-project basis. (However, the state may request BJA to approve exceptions such as match on a program-by-program basis, statewide basis, unit of government basis or a combination of the above. The state must include any requests for approval of other than project-by-project match in its application to BJA).

(3) The applicant assures that the state application, and any amendment thereto, has been submitted for review to the state legislature or its designated body. (For purposes of this section, such application or amendment shall be deemed to be reviewed if the state legislature, or its designated body, does not review such application or amendment within the 30-day period beginning on the date such application or amendment is submitted thereto).

(4) The applicant assures that the state application and any amendment thereto are made public before submission to BJA and, to the extent provided under state law or established procedure, an opportunity to comment thereon was provided to citizens and to neighborhood and community groups.

(5) The applicant assures that following the first fiscal year covered by an application and each fiscal year thereafter, a performance evaluation and assessment report will be submitted to BJA.

(6) The applicant assures that fund accounting, auditing, monitoring, evaluation procedures and such records as BJA shall prescribe shall be provided to

assure fiscal control, proper management and efficient disbursement of funds received.

(7) The applicant assures that it shall maintain such data and information and submit such reports in such form at such times and containing such data and information as BJA may reasonably require to administer the program.

(8) The applicant certifies that the programs contained in this application meet all the requirements of the Act and guidelines, that all information contained in the application is correct, that there has been appropriate coordination with affected agencies and that the applicant will comply with all provisions of the Act and all other applicable Federal laws, regulations and guidelines.

(9) The applicant assures that the state is undertaking initiatives to reduce, through the enactment of innovative penalties or increasing law enforcement efforts, the demand for controlled substances by holding accountable those who unlawfully possess or use such substances.

(10) The applicant assures that it will comply with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the Federal Government to maintain a drug-free workplace.

(11) The applicant assures that it will comply, and all its subgrantees and contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E and G; and Executive Order 11246, as amended by Executive Order 11375, and their implementing regulations, 41 CFR Part 60.1 *et seq.*, as applicable to construction contracts.

(12) The applicant assures that in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, OJP.

(13) The applicant assures that if required to formulate an Equal Employment Opportunity Program (EEO), in accordance with 28 CFR 42.301 et seq., it will maintain a current one on file. Further, the applicant will require every fund recipient required to formulate an EEO, in accordance with the previously cited regulation, to submit a certification to the applicant that it has a current EEO on file which meets the applicable requirements.

(14) The applicant assures that if required to maintain an EEO and the applicant agency will directly utilize \$500,000 or more in grant funds, it will submit a copy of the subject EEO at the same time as the application submission, with the understanding that the statewide application for funds may not be awarded prior to approval of the applicant's EEO by the Office for Civil Rights, OJP. Further, in those instances where a subgrantee is required to maintain an EEO, the applicant will provide BJA a copy of said EEO if the proposed subgrant is for \$500,000 or more and not award a subgrant until the subgrantee's EEO has been approved by the Office for Civil Rights, OJP.

(15) The applicant assures that it will comply with the provisions of OJP's M7100.1 Financial and Administrative Guide for Grants.

(16) The applicant assures that it will comply with the provisions of 28 CFR applicable to grants and cooperative agreement, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information Systems; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.

(17) The grantee assures that it will submit for review and approval amendments to the application if as a result of compliance with Executive Order 12372, Intergovernmental Review of Federal Programs, and/or Sec. 503 (a)(5) of the Act Certified Assurance 4) comments are submitted to the grantee which the grantee feels are sufficiently valid to warrant such change.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Anti-Drug Abuse Act of 1988, Subtitle C - State and Local Narcotics Control and Justice Assistance Improvements of 1988, Pub. L. 100-690 (Nov. 18, 1988), that all the information presented is correct, that there has been appropriate coordination with affected agencies and that the application will comply with the provisions of the Act and all other Federal laws, regulations and guidelines. By appropriate language incorporated in each grant, subgrant or other document under which funds are to be disbursed, the undersigned shall assure the applicable conditions above apply to all recipients of assistance.

Authorized Official

Date

BUDGET MODIFICATION NO. DLS#4

(For Clerk's Use) Meeting Date APR 11 1991

Agenda No. R-8

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR Thursday, April 11, 1991 (Formal)

DEPARTMENT <u>Library</u>	(Date)
CONTACT <u>Ginnie Cooper/Margaret Epting</u>	Administration
*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD <u>Ginnie Cooper</u>	TELEPHONE <u>221-6523</u>

SUGGESTED

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

First annual distribution by the Oregon Community Foundation (OCF) of \$335,500 from the Library Association of Portland Endowment and Reserve Fund, per the Library Transition Agreement; transfers \$335,500 from Contingency to fund the appropriation for these expenditures.

(Estimated Time Needed on the Agenda) 10 minutes

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 budget modification increases the Library Fund budget. The funds transferred from OCF are restricted to the purchase of library books and materials, and the maintenance of the library and its collection.

The bud mod transfers \$335,500 from Contingency.

See the attached OCF letter which lists the individual endowment funds and the restrictions, conditions and specific dollar allocations.

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

This is a transfer of revenue from OCF. This revenue has not been appropriated in the current year's Library budget so a Contingency transfer is required to fund the expenditures.

BOARD OF COUNTY COMMISSIONERS
1991 APR - 1 PM 2:03
MULTI-COUNTY OF OREGON

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

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

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

Ginnie Cooper
Deborah C. Rogers April 11, 1991



The Oregon Community Foundation

621 S.W. Morrison Street, Suite 725
Portland, Oregon 97205
(503) 227-6846
FAX (503) 274-7771

March 25, 1991

Ms. Ginny Cooper, Director
Multnomah County Library
205 N.E. Russell Street
Portland, Oregon 97212

Dear Ms. Cooper:

The Oregon Community Foundation is pleased to send you the first annual distributions from the Library Association of Portland Endowment and Reserve Fund. Enclosed is a check in the amount of \$335,500.00.

Multnomah County Library is required to use support from the Endowment and Reserve Funds in a manner that is consistent with restrictions and conditions that apply to individual subfunds. Attached you will find Schedule A, listing subfund conditions and restrictions and the specific dollar allocation from this year's distributions that apply to each subfund. These conditions and restrictions are the product of information provided to the Foundation in the documents transferring the assets. Please let me know if you have any questions about schedule A. Unrestricted funds may be used for the support of the Library's general needs, including the purchase of books, materials, and for maintenance of collections.

The Foundation also requires that you submit a report on the use that was made of the distributions that were made from the individual subfunds. This report should be submitted in September. Such items as individual book purchases need not be listed if this would be difficult; it is understood that this information is available should a specific question arise. Instead, you may wish to show how a subfund contributed to a particular budget category and comment on the continued importance of that budget category.

Executive Director
Gregory A. Chaille
President
John Gray
Vice President
Robert W. Chandler
Vice President
Richard F. Hensley
Vice President
Sally McCracken
Secretary
Gwyneth Gamble Booth
Treasurer
William Swindells
Board Members:
Alex M. Byler
Don C. Frisbee
Alice Koehler
Robert Murray
Walter C. Reynolds, M.D.
David A. Rhoten
Donna P. Woolley



Finally, the Foundation asks that any printed listing or publicity in connection with this grant include the name of each individual subfund as is appropriate. In this way the Library will assure that acknowledgment is given to the donors who have contributed to the Endowment and Reserve Funds.

The Foundation is pleased to be of assistance to you and extends wishes for your continued success.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Gregory A. Chaille'.

Gregory A. Chaille
Executive Director

GAC/ssh
Enclosures

**The Oregon Community Foundation
LIBRARY ASSOCIATION OF PORTLAND FUND
Allocation of March 21, 1991 Distribution**

<u>Name of Subfund</u>	<u>Description</u>	<u>Amount</u>
ENDOWMENT		
W.B. Ayer	...for the benefit of the library (preferably for pension funds).	\$ 102684 *
Carol M. Beggs	...general operating budget of the library.	675
Jonathan Bourne, Jr.	...purchase of fiction or nonfiction books on Oregon history, travel, whaling, shipping, the Navy or the Merchant Marines.	1172
Nora A. Campbell	...maintenance and general support of libraries in Multnomah County; preferably for purchase of books.	522
Henry Waldo Coe	...purchase of newspapers at the Multnomah County Public Library.	43
Lucile Cummins	...purchase of music, books, and records for the Music Department.	654
Jesse A. Currey	...books to be added to <i>The Thomas Newton Cook Rose Library</i> collection.	46
John Quincy Adams Daniels (Isabel E. Daniels)	...purchase of technical books and journals.	630
Edmond Empereur	...purchase of new books for the Multnomah County Library.	16015
Henry Failing	...purchase of reading materials, apparatus, and works of art for use by the public.	2872
Henry Failing Memorial	...for the benefit of the Failing Memorial Library.	777
Founders Fund	...for general operating expenses.	15060

Schedule A

<u>Name of Subfund</u>	<u>Description</u>	<u>Amount</u>
Perpetual Members Book Fund	...purchase of reading material for the library.	8242
Other - (Transfers from special gifts)	...for general operating expenses.	23299
M. Nina Greig	...purchase of special children's books.	457
Keith Hansen	...purchase of books.	244
Mary F. Isom	...payment of pensions to the staff of the library.	1774*
Marcia Keyser Memorial	...purchase of books in the fields of art and literature for the Woodstock Branch Library.	71
Gertrude MacNaughton	...purchase of garden books... add to MacNaughton collection.	144
Emma G. Marsh	...purchase of art and gardening books for the library.	97
Robert I. McCready	Undesignated	104
Metals Research Foundation	...for the purchase of books related to metals, mining, and metallurgy.	1688
M.W. Joe Padden	...purchase of books, with some direction given to the purchase of golf books.	263
Amanda Reed	...the purchase of books.	2024
Henry Roberts	...establishing a new department or developing an existing department that would be of benefit to our citizens. For purchases not normally provided for in normal operating budget.	5131
Hanna B. Robertson	...improving library services for children.	739
Marian Herr Scott Foundation	...purchase of children's books.	110

<u>Name of Subfund</u>	<u>Description</u>	<u>Amount</u>
Ella Smith	...building or maintaining a library building in Portland, Oregon, or for furnishing it with works of art.	5675
University Park Association	...for the purchase of books for the Peninsula area. (or principal can be used to build branch library in Peninsula area)	5789
Guildford/Ruth Wikander	...purchase of books and other materials on aviation.	117
John Wilson	...general operating expense.	812
Total Endowment Fund		197,930
RESERVE FUND		
Trustees Fund (Mulheron)	...unrestricted but limited to purchases not normally provided by tax funds.	5180
Directors Fund	Unrestricted	58841
Elizabeth H. Harmon	...general educational purposes such as adult education, preferably not general maintenance and operating expenses.	6672
Leona Hunter	Unrestricted	4996
Erma Jeppesen	...purchase of books.	5113
Lazare Schaff	Unrestricted	2024
Howard Vollum	Unrestricted	53477
Westland Foundation (John Youell)	Unrestricted - Library Association Board voted to buy transportation books.	1267
TOTAL RESERVE FUND		137,570
TOTAL DISTRIBUTION		335,500

* \$6,540 of the total distribution is to pay the pensions of James M. Buighardt (\$1,000 per month) and Mary E. Phillips (\$635 per month) for the period March 1, 1990 through June 30, 1990. This amount includes \$1174 from the Mary F. Isom subfund and \$4766 from the W.B. Ayer subfunds.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 800661

MULTNOMAH COUNTY OREGON

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 checked="" type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-9 <u>April 11, 1991</u></p>
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RETURN TO: Larry Aab - 313/225
 Contact Person Penny Malmquist/Sheriff's Office Phone 251-2466 Date ~~1/17/91~~ 3/8/91

Department Environmental Services/ Division Emergency Mngmt Bldg/Room 313/118

Sheriff's Office

Description of Contract Interim agreement with the State to become a State Regional Hazardous Materials Response Unit. The contract allows us to receive reimbursement for hazardous materials response with a designated area within the state. It also provides for money for training, equipment and medical exams.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name State of Oregon

Mailing Address _____

Phone _____

Employer ID # or SS # _____

Effective Date upon signature

Termination Date 06/31/91

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 225,000

REQUIRED SIGNATURES: [Signature]

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair/Sheriff [Signature]

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Date 4-1-91

Date _____

Date 4-1-91

Date 4/11/91

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	025	3315			08901			Pending		
02.	100	030	6905			08901					
03.											

**CONTRACT FOR
REGIONAL HAZARDOUS MATERIALS EMERGENCY
RESPONSE TEAM SERVICES**

Between

**THE STATE OF OREGON, ACTING BY AND THROUGH
THE OFFICE OF STATE FIRE MARSHAL**

and

CITY OF GRESHAM/MULTNOMAH COUNTY

STATE OF OREGON

**Barbara Roberts
Governor**

**Everett Hall
State Fire Marshal**

Date: January 1991

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**Contract for Regional Hazardous Materials
Emergency Response Team Services**

General Contract Information

1.0 Contract Type: This personal services Agreement is between the State of Oregon, acting by and through the State Fire Marshal (hereinafter "State") and City of Gresham/Multnomah County (hereinafter "Contractor") for the provision of regional hazardous materials emergency response services as described herein and authorized under ORS 453.374 to 453.390.

1.1 Recitals: In order to protect life and property against the dangers of emergencies involving hazardous materials, the State Fire Marshal may assign and make available for use in any county, city or district, any part of a regional hazardous materials emergency response team.

The State desires to enter into this Agreement to establish Contractor as a regional hazardous materials emergency response team, and Contractor desires to be so designated and to enter into this Agreement.

1.2 Contract Term: This Agreement shall be from the date of the last required signature to June 30, 1991. Subject to Legislative approval, future Agreements will be awarded on a biennial basis.

Standard Contract Terms and Conditions

2.0 Definitions:

"Agreement" means this contract, together with all addenda and exhibits. Addendum include the following:

- Addendum 1 Additional Contract Terms
- Addendum 2 Apparent Award Letter to Contractor

This Agreement constitutes the entire contract between the State and the Contractor.

"Clean up" means the measures taken after emergency response to permanently remove the hazard from the incident site.

"Contractor" means the local government agency by which the service or services will be performed under this Agreement.

"Emergency Response" means:

- a. Actions taken to monitor, assess and evaluate a spill or release or threatened spill or release of hazardous materials;
- b. First aid, rescue or medical services;
- c. Fire suppression, containment, confinement, or other actions appropriate to prevent, minimize or mitigate damage to the public health, safety, welfare or the environment which may result from a spill or release or threatened spill or release of a hazardous material if action is not taken.

"Emergency Response Cost" means the total emergency response expense arising from a hazardous materials emergency. Such costs generally include, but are not limited to, all State and local government expenses that result from the assessment and emergency phases of the response activity. Emergency response costs do not include clean-up or disposal costs of hazardous materials, except as may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident.

"Extraordinary Response Cost" means those Contractor expenses which are expressly allowed under this Agreement and are approved by the State. Extraordinary costs under this Agreement do not include the wide range of emergency response costs associated with a hazardous materials emergency, but shall be limited to approved expenses directly related to regional hazardous materials emergency response team operations.

"Hazardous materials" means "hazardous substance" as that term is defined in ORS 453.307(4).

"HIRT" means a Heavy Intervention and Rescue Team. This operational concept was described and offered in the State's RFP. It was subsequently

withdrawn. Current operational formats are now limited to, "Level A Regional Hazardous Materials Emergency Response Teams", or "Level B Special Chemical Assessment Teams (SCAT)" defined herein.

"Incident" means any actual or imminent threat of a release, rupture, fire or accident that results, or has the potential to result, in the loss or escape of a hazardous material.

"Local Government Agency" means a city, county, special function district or subdivision thereof.

"ORS" means Oregon Revised Statutes.

"Primary Response Area" means that geographical region where the Contractor is principally responsible for providing regional hazardous materials emergency response services.

"Regional Hazardous Materials Emergency Response Team" means the designated employees of the contractor who are expected to respond to, control, and/or stabilize actual or potential emergency releases of hazardous substances. Teams shall be classified in one of two operating formats according to the type of personal protective equipment provided:

- 1) A Regional Hazardous Materials Emergency Response Team operates within the safety limits of "Level A" personal protective equipment as discussed in Oregon-OSHA's OAR 437-02-100(q) and its Appendix B. Regional Hazardous Materials Emergency Response Team staffing normally includes up to eight (8) team members.
- 2) A Special Chemical Assessment Team (SCAT) operates within the safety limits of "Level B" personal protective equipment discussed in Oregon-OSHA's OAR 437-02-100(q) and its Appendix B. SCAT staffing normally includes up to four (4) team members.

"Release" shall have the same meaning as that in ORS 465.200(14)

"Responsible Party" means the person(s) responsible for causing the emergency to which the Contractor responded. (See, e.g. ORS 453.382).

"State" means the State of Oregon acting by and through the State Fire Marshal.

"State Spill Response Revolving Fund" means the revolving fund established under ORS 453.390 et seq.

2.1 Statement of Work:

2.1.1 Services to be Provided by Contractor: During the term of this Agreement the Contractor agrees to provide "Level A" regional hazardous material emergency response team services within the boundaries of Contractor's assigned Primary Response Area described in "Exhibit A" and by this reference incorporated herein. Contractor is hereby designated "HazMat 3."

Contractor's response activities under this Agreement shall be limited to emergency operations, reporting and documentation activities arising from hazardous materials releases which threaten life, property, or the environment. Contractor shall not provide under this Agreement any services with respect to the sampling, testing and analysis, treatment, removal, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal except as it may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident.

Contractor shall not be required to maintain general security and/or safety perimeters at or near sites and vessels, locate underground utilities, insure appropriate traffic control services, conduct hydrological investigations and analyses, or to provide testing, removal and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched. Both the State and Contractor agree that these functions are the responsibility of the responsible party or the local jurisdiction in which the incident occurs.

Contractor makes no representations or warranties to third parties with regard to the ultimate outcome of the hazardous materials services to be provided, but will respond to the best of its abilities, subject to the terms of this Agreement.

2.1.2 Performance Conditions: Contractor acknowledges that prior to undertaking any emergency response activity under this Agreement, Contractor shall first receive written approval from the State to proceed with response activities. State approval shall be conditioned upon the Contractor demonstrating to the State that its employees, equipment, and vehicles meet or exceed applicable regulatory requirements. Contractor agrees to allow the State to bill the responsible party(s) for the emergency response costs incurred by the Contractor.

Contractor may request in writing to be authorized to operate on a temporary basis using locally owned vehicles and equipment. If the State approves such request, it will do so in writing. In any case, Contractor may not respond under this Agreement until all required signatures have been obtained and the State has issued a written "Notice To Proceed" to Contractor.

2.1.3 Personnel: Contractor agrees to provide an adequate number of trained, medically monitored, competent, and supervised personnel as is necessary to operate within the safety levels of a "Level A" regional hazardous material emergency response team. Contractor agrees to limit its team activities to that within the safety levels specified by OR-OSHA for a Level A hazardous materials response team.

2.1.4 Vehicles and Equipment: Until such time as the State is able to complete its procurement and make the vehicle and equipment loans to Contractor, Contractor may provide such vehicles and equipment as it currently has available as provided in 2.1.2 herein. Routine maintenance of State and local vehicles and equipment shall be the sole responsibility of the Contractor. Repairs, other than routine maintenance, to State vehicles and equipment shall be the responsibility of the State. Contractor agrees to limit

its activities to that which can be safely accomplished within the technical limitations of the vehicles and equipment provided by the Contractor or the State. For purposes of this Agreement, routine maintenance means:

- A. Apparatus and Vehicles
 1. Daily/weekly/monthly checks of vehicle and equipment.
 2. Semiannual and/or mileage related lubrication, oil and filter changes.
 3. Annual tuneup as required for preventative maintenance to assure peak performance.
- B. Equipment checks and testing as outlined in the Oregon-OSHA standards and manufacturer's recommendations.
- C. Protective Clothing to be tested as per Oregon-OSHA standards and manufacturer's recommendations.
- D. Communications equipment checked on daily basis and repaired as needed.

2.1.5 Limitations: The State recognizes that the obligations of the Contractor in its own jurisdiction are paramount. Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of a emergency response request by the Contractor. If such response request conforms with the State's Hazardous Materials Response Team Standard Operating Procedure regarding Decisions to Respond to Hazardous Materials Incidents is attached as "Exhibit B" and which by this reference incorporated herein, then the Contractor may respond on its own order and immediately thereafter notify the State Fire Marshal Hazardous Materials Duty Officer.

If the emergency response request does not meet the Standard Operating Procedure criteria, the Contractor shall refer the response request to the State Fire Marshal Hazardous Materials Duty Officer who will evaluate the situation and either authorize the Contractor's response or decline the response request.

If, on occasion, a response under this Contract would temporarily place an undue burden on the Contractor because Contractor's resources are otherwise limited or unavailable within the Contractor's Primary Response

Area, then if prior or immediate notice has been provided to the State Fire Marshal Hazardous Materials Duty Officer, the Contractor may decline a request for a regional emergency response.

2.1.6 Business Plan: Contractor and State agree that regional response team operations will be conducted in accordance with a business plan that will be mutually approved.

2.1.7 Administrative Rules: The parties acknowledge that the State will adopt by administrative rule a regional hazardous materials emergency response plan. These rules shall be published and adopted in due course, and upon such adoption, may require modification of the procedures, terms and conditions of this contract. The rules, when adopted, shall not become part of this contract without the agreement of Contractor.

2.2 Contractor Compensation:

There are two types of Contractor compensation under this Agreement: (1) stand-by costs and (2) extraordinary response costs. Each of these are discussed more fully below.

2.2.1 Stand-by Costs: Contractor shall be compensated by the State under this Agreement for its State approved stand-by costs. Such stand-by costs include:

Specialized Training Expenses: The State may provide advanced training and education to Contractor's employees. Requests for such training must be approved by the State in advance. All such training must comply with the governmental regulations associated with assigned duties under this Agreement. Although the State cannot pay for non-emergency salary expenses, it can pay the cost of tuition, training aids, and per diem/travel expenses at State approved rates up to a maximum of \$3,000 per person or the proposed rate for up to 15 team members. Where the Contractor demonstrates that its employees already meet or exceed State approved standards, then the allocated training funds may be shifted to the Contractor's equipment account as described herein.

Regional Hazardous Materials Emergency Response Team Contract

Start-up Costs: No cash payments shall be made to the Contractor in advance of any State approved operations. However, the State agrees to reimburse contractor's initial start-up costs as follows:

Baselines physicals - \$5,700 (15 members at \$380).

Vehicle and Equipment Loans: State agrees to purchase and loan the Contractor one or more team vehicles and/or emergency response team equipment as approved in the State's Apparent Award Letter to Contractor which is found in "Addendum 2" of this Agreement which by this reference is incorporated herein.

The specific type vehicle and equipment selections are to be mutually agreed upon by the State and the Contractor. The State and Contractor agree that although a primary project goal is to standardize vehicles and equipment on a statewide basis, limited vehicle and equipment substitutions to meet local needs may be made upon mutual approval of the State and the Contractor.

2.2.2 Extraordinary Response Costs: Contractor shall be compensated by the State under this Agreement for its State approved extraordinary response costs. Such extraordinary response costs include:

Vehicle and Equipment Expenses: Where State has approved the use of Contractor's vehicles and equipment, State shall compensate Contractor at the rates described in "Exhibit C" to this Agreement which by this reference is incorporated herein.

Personnel Expenses: Contractor's extraordinary personnel expenses which are approved and authorized under this Agreement are compensable at the rates described in "Exhibit D" to this Agreement which by this reference is incorporated herein. Personnel expenses shall be billed to the nearest six (6) minute period worked (e.g. 1/10th hour increments).

Regional Hazardous Materials Emergency Response Team Contract

Out-of-Pocket Expenses: Contractor's necessary and reasonable out-of-pocket expenses related to services rendered under this Agreement are reimbursable. All such costs must be based on actual expenditures and documented by the Contractor. Extraordinary emergency out-of-pocket purchases of up to \$100 per emergency response incident may be made at the Contractor's discretion without prior approval by the State. Contractor's emergency out-of-pocket expenses in excess of \$100 shall normally be approved in writing but, during emergencies, may be approved verbally by the State Fire Marshal Hazardous Materials Duty Officer. Contractor's claim for reimbursement must clearly document the nature of the purchases and extent of the State's prior verbal approval of Contractor's out-of-pocket expenditures. The State reserves the right to deny any payment of unjustifiable Contractor expenditures.

Billing System: State agrees to bill responsible parties for Contractor's total emergency response costs. Contractor's emergency response costs shall normally be collected by the State from the Responsible Party(s) before payment is made to the Contractor. Where payment has not been received by the State within 30 days after the second billing to the Responsible Party(s), then the Contractor's approved extraordinary response costs shall be paid to the Contractor from the State Spill Response Revolving Fund. In no case shall the State's payment to the Contractor exceed 63 days after receipt of the Contractor's invoice by State. Thereafter, if the State successfully recovers payment from the Responsible Party(s) it shall first be used to pay the Contractor's extraordinary response costs, if these have not been paid in their entirety, then used to reimburse the State Spill Response Revolving Fund for the amount previously paid to Contractor and the State's administrative costs. Any remaining funds will be paid to Contractor up to Contractor's total emergency response cost.

If a disputed billing is resolved in favor of the responsible party(s), then the Contractor shall not be required to reimburse the State for payments previously made.

The billing and cost recovery process is graphically described in "Exhibit E" to this Agreement and by this reference incorporated herein. Contractor's

claim for reimbursement shall be on State approved forms and shall contain such documentation as is necessary to support State's cost-recovery operations and financial audits. Contractor agrees to cooperate with the State as is reasonable and necessary in order to allow the State to bill third parties and pursue recovery actions.

2.2.3 Interest: If the State fails to make timely payments to Contractor as described in 2.2.2, interest shall be paid to Contractor by the State on amounts past due at the rate of interest specified in ORS 293.462(3). Interest payments will be made only if invoiced by Contractor on State-approved forms.

2.2.4 Maximum Contract Value: This Agreement shall have a maximum value of \$225,000 for stand-by costs. The State certifies at the time of contract that sufficient funds are authorized within the agency's limitation to finance the costs of this contract. The maximum contract value includes those items specified in 2.2.1 and the value of all State owned vehicles and/or equipment which is to be loaned to the Contractor under this Agreement. The maximum contract value does not, however, include Contractor's extraordinary response costs as specified in 2.2.2. Such extraordinary response costs shall be limited only by the funds available in the State Spill Response Revolving Fund established under ORS 453.390 et seq. No additional Contractor compensation shall be paid under this Contract unless otherwise specifically agreed to by both the State and the Contractor, and upon written amendment to this Contract. State's payments shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Contract. Acceptance of payment by the Contractor shall operate as a release to the State of all claims by Contractor for reimbursement of extraordinary response costs except where partial payment has been made due to limitations of the State's Spill Response Revolving Fund and subject to further payment as set forth above.

2.2.5 Prior Approval: Contractor, when acting under this Agreement, may not respond without prior written or verbal approval by State. Granting of

response approval by the State Fire Marshal Hazardous Materials Duty Officer constitutes the State's agreement to pay Contractor's extraordinary response costs from the State Spill Response Revolving Fund if recovery from a responsible party(s) is not possible. State's response approval may take the form of written Standard Operating Procedure as set forth in Section 2.1.5. Contractor agrees to make all reasonable and good faith efforts to minimize Responsible Party and/or State expenses.

2.3 Where No Responsible Party Can Be Identified: As previously mentioned in Section 2.2, State agrees to bill the party(s) responsible for causing the hazardous materials emergency for Contractor's total emergency response costs. Where there is no identifiable Responsible Party, or if the Responsible Party is unable to pay, the State agrees to pay Contractor's extraordinary response costs from the State Spill Response Revolving Fund if funds are available and if Contractor has complied with 2.2.5 herein.

2.4 Contractor Status: Contractor certifies it is not an employee of the State of Oregon and is a local government agency(s).

2.5 Retirement System Status: Contractor is not entitled under this Agreement to any Public Employees Retirement System benefits and will be responsible for payment of any applicable federal or state taxes. Contractor is not entitled under this Agreement to any benefits for payments of federal Social Security, employment insurance, or workers' compensation.

2.6 Assignments/Subcontracts: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of State. Such written approval will not relieve Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Except where State expressly approves otherwise, Contractor shall remain liable as between original parties to the contract as if no such assignment had occurred.

2.7 Successors in Interest: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.

2.8 Compliance With Government Regulations: Contractor agrees to comply with federal, state and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement including, but not limited to, OAR 437-02-100(q) and its Appendix B. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract termination.

2.9 Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war which is beyond that party's reasonable control. State may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent performance of the Agreement.

2.10 State Tort Claims Act:

2.10.1 Scope: During operations authorized by this contract, Contractor and members of regional hazardous materials response teams shall be agents of the state and protected and defended from liability under ORS 30.260 to 30.300. For purposes of this section, operations means activities directly related to a particular emergency response involving a hazardous material by a regional hazardous materials emergency response team. Operations also includes advanced training activities provided under this contract to the members of a hazardous materials response team, but does not include travel outside of travel to a hazardous materials release.

2.10.2 Limitations: This Agreement in no way limits a contractor from responding under local authority, mutual-aid agreements, or other contracts under local authority.

2.10.3 Notifications: Contractor shall immediately report by telephone and in writing any demand or occurrence that reasonably may give rise to a claim against the State. Such reports shall be directed to:

Regional Hazardous Materials Emergency Response Team Contract

State Fire Marshal Hazardous Materials Duty Officer

3000 Market St N.E., #534

Salem, OR 97310

(503) 871-7600

(503)370-3430 Pager

(For Pager - After "beep", enter number to which call should be returned)

Copies of such written reports shall also be sent to the:

State Risk Management Division

1225 Ferry Street S.E.

Salem, OR 97310

2.11 Indemnification: When acting as other than an agent of the State under this Agreement, and when using State's vehicles, equipment, procedures, or training, the Contractor shall indemnify, defend and hold harmless the State, its officers, divisions, agents, employees, and members, from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees subject to the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution.

2.12 Severability: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

2.13 Access to Records: Each party to this contract, the federal government, and their duly authorized representatives shall have access to the other party's books, documents, investigative reports, papers and records which are directly pertinent to this Agreement for the purpose of making financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

2.13.1 Confidentiality: Except as otherwise provided by law, each party to this Agreement mutually agree that they shall not in any way, except as may

be required in connection with this Agreement, disclose each others confidential information to a third party. The rights and obligations set forth in this section shall survive termination of the Contract. Any duty under this sub-section shall arise only upon actual and specific notice to the other party that an item is confidential.

2.14 Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of State and Contractor.

2.15 Payment of Contractor's Obligations: Contractor agrees to make payment promptly, as due, to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects or refuses to pay any such claims as they become due and for which the State may be held liable, the proper officer(s) representing the State, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.

2.16 Nondiscrimination: Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractors are encouraged to recruit qualified women and minorities as regional response team members.

2.17 Dual Payment: Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency except as approved and authorized under this Agreement.

2.18 Payment for Medical Care: Contractor agrees to make payment promptly, as due, to any person, partnership, association or corporation furnishing medical, surgical, hospital or other needed medical care to Contractor's employees. Such payment shall be made from all sums which Contractor has agreed to pay for such services and from all sums which Contractor has collected or deducted from the wages of employees pursuant

to any law, contract or Agreement for the purpose of providing or paying for such services.

2.19 Insurance Coverages:

2.19.1 Worker Compensation: Contractor, its subcontractors (if any), and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. Nothing in this Agreement is intended or shall be construed to create the relationship of employer and employee as between the State and Contractor.

2.19.2 Comprehensive or Commercial General Liability: Contractor shall maintain at its own expense, and keep in effect during the term of this Agreement, comprehensive or commercial general liability insurance, or its equivalent for self-insured contractors, covering personal injury and property damage. This insurance shall include coverage for contractual liability related to the indemnity provisions of this Agreement. Contractor's general liability coverage limits shall not be less than \$500,000 combined single limit per occurrence, \$500,000 in the aggregate, or the equivalent.

2.19.3 Automobile Liability: Contractor and State shall obtain and keep in effect automobile liability insurance, or its equivalent for self-insured Contractors, for their respective vehicle(s) during the term of this Agreement. This coverage may be written in combination with the comprehensive or commercial general liability insurance mentioned in section 2.19.2. Auto liability coverage limits shall not be less than \$500,000 combined single limit occurrence, or equivalent.

2.19.4 Notice of Cancellation or Change: Contractor and State agree there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew their respective insurance coverages without 30 days' written notice to the other party.

2.19.5 Certificate(s) of Insurance: As evidence of the insurance coverage required by this Agreement, both State and Contractor shall furnish Certificates of Insurance, or Certificates of Self-Insurance as the case may be, to each other prior to the beginning of work under this Agreement.

2.19.6 Physical Damage Clause: Contractor agrees to be responsible for any physical damage, ordinary wear and tear excepted, to State-owned vehicle(s) and equipment that occurs when the Contractor is not acting under State authority, regardless of fault. When acting under State authority, the State will be responsible for physical damage to State-owned vehicles and equipment regardless of fault, subject to the terms and conditions of the Oregon Risk Management Division Policy 125-7-101 (Property Policy Manual).

2.20 Remedies: This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon courts. Any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon.

2.21 Termination: This Agreement may be terminated by mutual consent of both parties, or by either party upon 180 days notice, in writing, and delivered by certified mail or in person.

The State may terminate this Agreement at will effective upon delivery of written notice to the Contractor, or at such later date as may be established by the State, under any of the following conditions:

- a. If State Fire Marshal funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Agreement may be modified to accommodate a reduction in funds.
- b. If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.

- c. If any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

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

2.21.1 Default: The State or Contractor, by written notice of default (including breach of contract) to the other party, may terminate the whole or any part of this Agreement:

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

2.22 Approval Authority: Contractor representatives certifies that by its approval signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and Agreements on behalf of the local government entity.

2.23 Insufficient Funds: The obligation of Contractor under this Agreement is contingent upon the availability and allotment of funds to Contractor and Contractor may, upon thirty (30) days' prior written notice, terminate this contract if funds are not available.

3.0 Approving Signatures:

On Behalf of the State of Oregon,

Everett Hall
State Fire Marshal

Dated this ____ Day of _____ 1991

On Behalf of the State Attorney General,

Title _____

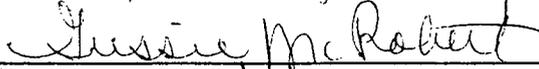
Dated this ____ Day of _____ 1991

On Behalf of the State Risk Management Division (Insurance Review Only),

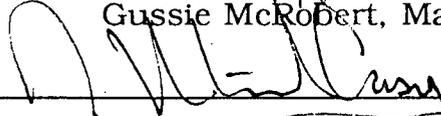
Title _____

Dated this ____ Day of _____ 1991

On Behalf of The City of Gresham
Dated this 27 day of February, 1991



Gussie McRobert, Mayor



J. Michael Casey, City Manager

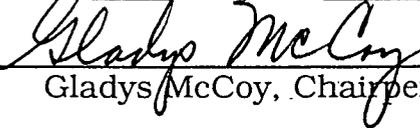
APPROVED AS TO FORM:



City Attorney

On Behalf of Multnomah County

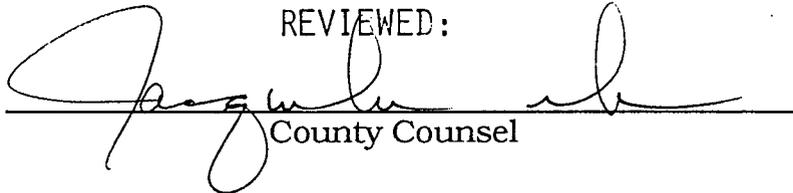
Dated this 11th Day of April, 1991



Gladys McCoy, Chairperson

Robert Skipper, Sheriff

REVIEWED:



County Counsel

On Behalf of the Oregon Executive Department

Title _____

Dated this _____ Day of _____ 1991

Regional Hazardous Materials Emergency Response Team Contract

"Addendum 1" - Additional Contract Terms

"Addendum 1" - Additional Contract Terms

2.24 Spill Response Revolving Fund: If the Spill Response Revolving Fund becomes depleted or fiscally unsound, the State shall immediately notify Contractor, who may upon receipt of such notice suspend response actions under this contract. If Contractor undertakes an emergency response action subsequent to this notification, Contractor assumes the risk of nonpayment if the State is unable to obtain further funds for the Spill Response Revolving Fund, recover the Contractor's extraordinary response costs from a responsible party or if there is no identifiable responsible party. Contractor shall immediately notify the State Fire Marshal Hazardous Materials Duty Officer of all emergency response activities undertaken pursuant to this contract. For purposes of this section, "fiscally unsound" shall mean the balance in the Spill Response Revolving is less than \$20,000, and "immediately" shall mean within twelve (12) hours of Contractor receiving the emergency response request.

If after becoming depleted or fiscally unsound additional funds become available in the Spill Response Revolving Fund and Contractor has billed the State as set forth in Section 2.2, Contractor will be reimbursed for any unpaid extraordinary response costs.

Modifications to Contract Language: The following modifications shall be made to the language of this contract:

1. Paragraph 2.1.5 Limitations shall be modified by deleting the words "by the Contractor" from the second sentence of this paragraph.

ldm/9552Y

Regional Hazardous Materials Emergency Response Team Contract

"Addendum 2" - State's Apparent Award Letter to Contractor.



Executive Department
STATE FIRE MARSHAL

3000 MARKET STREET PLAZA - SUITE 534
SALEM, OREGON 97310-0198

Administration	378-FIRE
Logistics and Finance	378-4580
Operations	378-2848
Planning	373-1540
Accreditation/Standards	378-2871
Admin. Services	373-1276
Data	378-4464
Fire Prev./Investigation	378-4917
Hazardous Materials	378-2885
Institutions/Codes	378-4917
Licensing/Permits	373-1871
Public Education	378-2884
Training	378-5210
FAX	(503) 588-FIRE

June 1, 1990

Chief Joe Parrot
Gresham Fire Department
1333 NW Eastman Parkway
Gresham, OR 97030

Dear Chief Parrot:

On behalf of the State of Oregon, we are pleased to inform you that your contract proposal for a regional hazardous materials emergency response team has been tentatively accepted.

Your apparent award is subject to the approval of your governing body and the following conditions:

1. The City of Gresham regional hazardous materials emergency response team contract shall have a maximum value of \$225,000. A \$25,000 reserve fund shall be established in addition to the \$225,000 mentioned previously. Such funding is subject to available revenue.
2. The City of Gresham will operate a combined regional HazMat team using one vehicle to be provided by the State. Specifications for such vehicle shall be mutually approved. Contractor recognizes that it is the State's intent to standardize vehicles on a statewide basis.
3. The parties agree that the finer details of the contract, the State's Business Plan, and the subsequent administrative rules will be mutually approved. It is further recognized that the contract will be finalized prior to the final Business Plan and the administrative rules being promulgated.
4. The term of the contract will be from date of approval through June 30, 1991. It is anticipated that the contract will be renewed under mutually agreeable terms for the 1991-93 biennium. The parties recognize that future funding is not guaranteed and is subject to legislative approval. Accordingly, no promises, expressed or implied, regarding future funding are made herein.
5. The City of Gresham agrees to provide certificates of self insurance to the satisfaction of State's Risk Management.

Chief Parrot
Page Two
June 1, 1990

6. The contractor agrees to provide property damage insurance in sufficient amounts to protect the interest of the State while the State's property is stored on or within the contractor's property.
7. The parties agree that maintenance to the response vehicle may be performed by the City of Gresham upon approval of the State. Maintenance of onboard equipment and protective gear shall be provided by the contractor without additional expense to the State. Reasonable repair cost of such equipment shall be borne by the State.
8. The parties agree that primary response areas will be finalized once the apparent award protest period closes. Such maps will generally conform to the draft map attached to this letter.
9. Contractor recognizes that no rights or authority arise under this contract until a "Notice to Proceed" is issued by the State. A "Notice to Proceed" will be issued by the State only after the final contract is approved by the Attorney General per ORS 453.388(3).

The protest period for apparent awards will end Friday, June 8, 1990, at 5:00 p.m. If you have accepted the above-mentioned award conditions by that date, a formal announcement regarding your award will be made at the Oregon Fire Chiefs Association conference in Ashland.

Assuming your approval and contract acceptance, we tentatively wish to conduct a press conference to announce your award on Friday, June 22, 1990. Please call Carol at 371-9002 to discuss the arrangements.

On behalf of State Fire Marshal Olin L. Greene and the citizens of Oregon, congratulations on an excellent proposal and your success in the bidding competition.

Sincerely,



Ramey Stroud, Division Chief
Division of Planning

RS/crMAC-202L

pc: Olin L. Greene, State Fire Marshal
State Contract Team

Attach. (Not FAXed)

COMBINED TEAM EQUIPMENT ANALYSIS

Item Code	Description	Proposal Page	Propose Units	Projected Unit Cost	Projected State Cost
I. LIBRARY					
A	NFPA Guide		1	\$28.00	\$28.00
B	Chemical Guide		1	\$36.00	\$36.00
C	DOT Guidebook		1	\$11.50	\$11.50
D	GATX Tank Car Manual		1	\$16.50	\$16.50
E	B.O.E.		1	\$26.50	\$26.50
F	Farm Chemical Handbook		1	\$26.50	\$26.50
G	CHRIS Response Method Hdbook		1	\$70.00	\$70.00
H	Firefighters Guide		1	\$37.00	\$37.00
I	American Emergency Guide		1	\$66.50	\$66.50
J	SAX Manual		1	\$50.00	\$50.00
K	NIOSH (TLV) Manual		1	\$16.50	\$16.50
L	ACGIH Manual		1	\$16.50	\$16.50
M	Reporting Forms		1	\$0.00	\$0.00
N	Matheson Gas Book		1	\$21.50	\$21.50
O	Radiological Health Handbook		1	\$30.00	\$30.00
P	Clandestine Lab Book		1	\$35.00	\$35.00
Q	SFM Haz-Comm Manual		1	\$0.00	\$0.00
R	Merck Index		1	\$35.00	\$35.00
S	Regional Resource List		1	\$0.00	\$0.00
			Subtotal:		\$523.00

II. MAPS/MISC

A	Binoculars and spotting scope		1	400.00	\$400.00
B	Regional Maps		1	100.00	\$100.00
C	Office Supplies		1	200.00	\$200.00
D	First-aid Kit		1	500.00	\$500.00
E	Traffic Cones		1	100.00	\$100.00
F	Extra Batteries		1	200.00	\$200.00
G	Hand Cleaner		1	5.00	\$5.00
H	Fuel Credit Cards		1	0.00	\$0.00
I	Hand Held Radios (8)		8	500.00	\$4,000.00
J	Mobile Telephone		1	840.00	\$840.00
K	Resuscitator/Ambu Bag		1	50.00	\$50.00
L	Plastic Bags		1	50.00	\$50.00
M	Response Plans		1	\$0.00	\$0.00
N	Barricade Tape		1	\$25.00	\$25.00

O	Camera: 35mm	1	\$200.00	\$200.00
	Camera: Polaroid	1	\$100.00	\$100.00
P	Flashlights (8)	8	\$75.00	\$600.00
Q	CB Radios (2)	2	\$100.00	\$200.00
R	Equipment Lines (2)	2	\$100.00	\$200.00
S	Drinking Water	1	\$25.00	\$25.00
T	Weather Station	1	\$200.00	\$200.00
U	Hand Truck	1	\$300.00	\$300.00
V	Tire/SCBA pump	1	\$100.00	\$100.00
W	Warning Lights/Barricades	1	\$200.00	\$200.00
X	Stove	1	\$50.00	\$50.00
Y	Pager (4)	4	\$700.00	\$2,800.00
AA	Phone List	1	\$100.00	\$100.00
BB	Wheel Chocks	1	\$50.00	\$50.00
CC	Hi Energy Food	1	\$100.00	\$100.00
DD	Suit to Suit Communication	1	\$2,400.00	\$2,400.00
Misc				\$0.00
Misc				\$0.00
	Subtotal:		\$5,120.00	\$14,095.00

III. PERSONAL PROTECTIVE EQUIPMENT

A	Level A Entry Suits (12)	12	\$3,000.00	\$36,000.00
B	Level B Entry Suits (4)	4	\$2,500.00	\$10,000.00
C	Splash Suits (4)	4	\$100.00	\$400.00
D	Flash Protection Suits (4)	4	\$725.00	\$2,900.00
E	Gloves (16)pr.	16	\$75.00	\$1,200.00
F	Safety Glasses (8)pr.	8	\$40.00	\$320.00
G	SCBA 60 Minute (4)	4	\$2,675.00	\$10,700.00
H	Spare Air Bottles (4)	4	\$795.00	\$3,180.00
I	Disposable Foot Covers (12)	12	\$10.00	\$120.00
J	Chemical Resistant Boots (4)	4	\$125.00	\$500.00
K	Coveralls, disposable (1)case.	1	\$75.00	\$75.00
L	Earplugs (1) case	1	\$75.00	\$75.00
M	ICS pack	1	\$100.00	\$100.00
N	Turnouts (4)	4	\$600.00	\$2,400.00
O	Nomex Jumpsuits (4)	4	\$150.00	\$600.00
	Subtotal:			\$68,570.00

IV. LEAK CONTROL EQUIPMENT

A	Essex Patch Kit	1	\$800.00	\$800.00
B	Chlorine Kit "A" (2)	2	\$1,000.00	\$2,000.00
C	Chlorine Kit "B" (2)	2	\$1,250.00	\$2,500.00
D	Chlorine Kit "C" (2)	2	\$1,500.00	\$3,000.00
E	Absorbent Booms	1	\$800.00	\$800.00
F	Plugging and Diking Equip	1	\$400.00	\$400.00

G	Extra Palls of Item (E)	1	\$250.00	\$250.00
H	Patching Kits	1	\$560.00	\$560.00
I	Assorted Plugs:	1	\$220.00	\$220.00
J	Fiberglas Fabric	1	\$220.00	\$220.00
K	Assorted Pipe Unions	1	\$220.00	\$220.00
L	Assorted Clamps	1	\$220.00	\$220.00
M	Assorted Tapes	1	\$220.00	\$220.00
N	Misc. Silicone, Caulk, etc	1	\$220.00	\$220.00
O	Misc O-Rings, Nuts/Bolts	1	\$220.00	\$220.00
P	Lead Wool (sheet lead)	1	\$220.00	\$220.00
Q	Epoxy Kits	1	\$220.00	\$220.00
R	Air Bag Systems (3) sizes	3	\$4,000.00	\$12,000.00
S	PVC Pipe, Misc Sizes	1	\$50.00	\$50.00
T	Dome Cover Clamps (2)	2	\$300.00	\$600.00
U	Plywood and 2x4's, Assorted	1	\$200.00	\$200.00
V	Misc Footballs, Etc for Plugs	1	\$100.00	\$100.00
	Subtotal:			\$25,240.00

V. SUPPRESSION EQUIPMENT

A	AFFF Foam (100) Gal.	100	\$20.00	\$2,000.00
B	Co2 Extinguisher	1	\$500.00	\$500.00
C	Class D Extinguisher	1	\$500.00	\$500.00
D	ABC Dry Chemical Extinguisher	1	\$400.00	\$400.00
E	Foam Eductor	1	\$262.00	\$262.00
F	Foam Generator	1	\$2,560.00	\$2,560.00
G	Foam Nozzles (2)	2	\$250.00	\$500.00
H	Emulsifier	1	\$250.00	\$250.00
	Subtotal:			\$6,972.00

VI. TOOLS

A	Assorted Non-sparking Tools	1	\$1,500.00	\$1,500.00
B	Shovel: Roundpoint	1	\$20.00	\$20.00
C	Shovel: Squarepoint	1	\$20.00	\$20.00
D	Measuring Tape	1	\$50.00	\$50.00
E	Funnels, Misc.	1	\$50.00	\$50.00
F	Rotary Saw	1	\$500.00	\$500.00
G	Jaws of Life	1	\$5,535.00	\$5,535.00
H	Easy-outs or Stud Extractors	1	\$75.00	\$75.00
I	Misc Air Tools	1	\$500.00	\$500.00
J	Extra air hose	1	\$50.00	\$50.00
K	Grounding/Bonding Equip	1	\$75.00	\$75.00
L	Web Strapping	1	\$300.00	\$300.00
M	Pulaski	1	\$56.00	\$56.00
N	Axe: single bit	1	\$100.00	\$100.00

DRAFT

PENDING APPROVAL

O	Axe: double bit	1	\$100.00	\$100.00
P	Pry Bar	1	\$107.00	\$107.00
Q	Bolt Cutters	1	\$75.00	\$75.00
R	Rake	1	\$20.00	\$20.00
S	Comealong (pulley)	1	\$200.00	\$200.00
T	Assorted Cribbing	1	\$40.00	\$40.00
U	Crowbar	1	\$50.00	\$50.00
V	Scissors	1	\$10.00	\$10.00
W	Misc Hand Saws	2	\$25.00	\$50.00
		Subtotal:		\$9,483.00

VII. CONTAINMENT EQUIPMENT

A	Neutralizer (Approx. 50 lbs)	1	\$20.00	\$20.00
B	Rolled Visqueen/Plastic	1	\$120.00	\$120.00
C	Recovery Drum Set	1	\$1,500.00	\$1,500.00
D	Lab Packs	1	\$1,000.00	\$1,000.00
		Subtotal:		\$2,640.00

VIII. DETECTION EQUIPMENT

A	Monitor: Flamm Vapor (2)	2	\$625.00	\$1,250.00
B	Oxygen (2)	2	\$625.00	\$1,250.00
C	Radiological (ODOH supplies)	1	\$0.00	\$0.00
D	Detection Tubes (drager Kit)	1	\$1,500.00	\$1,500.00
E	Heat Scanner	1	\$1,000.00	\$1,000.00
F	Thermometer	1	\$150.00	\$150.00
G	Chlorine Detection Kit	1	\$150.00	\$150.00
H	HazCat Kit	1	\$1,000.00	\$1,000.00
I	Ammonia Dispenser	1	\$10.00	\$10.00
J	Ph Paper	1	\$20.00	\$20.00
K	Assorted sampling Containers	1	\$100.00	\$100.00
L	Drum Sampler	1	\$35.00	\$35.00
M	Pouch Sealer/ Heat Seal Bags	1	\$210.00	\$210.00
		Subtotal:		\$6,675.00

IX. DECONTAMINATION EQUIPMENT

A	Solution Ingredients	1	\$100.00	\$100.00
B	Brushes	1	\$70.00	\$70.00
C	Towels and Rags	1	\$50.00	\$50.00
D	Containments Pools	1	\$180.00	\$180.00
E	Emergency Eyewash Kit	1	\$50.00	\$50.00
F	Garden Hose (3/4 x 100')	1	\$50.00	\$50.00
		Subtotal		\$500.00

X. SPECIAL EQUIPMENT

A	Polycarb Board w/ Markers	1	\$70.00	\$70.00
B	Plotting Board	1	\$100.00	\$100.00
C	Ultraviolet Light	1	\$100.00	\$100.00
D	MicroCassette (3)	3	\$50.00	\$150.00
E	Magnifying Glass	1	\$45.00	\$45.00
F	Siphon PUmp	1	\$500.00	\$500.00
G	Trouble Light/Flood Light	1	\$500.00	\$500.00
H	Color Smoke Bombs	1	\$250.00	\$250.00
I	Explosion Proof Fan	1	\$2,500.00	\$2,500.00
J	Body Harness	1	\$200.00	\$200.00
K	Tracing Dye	1	\$120.00	\$120.00
L	Portable Shelter/Tents	1	\$1,000.00	\$1,000.00
M	Calculator	1	\$100.00	\$100.00
N	Solar Blankets	24	\$5.00	\$120.00
			Subtotal:	\$5,755.00

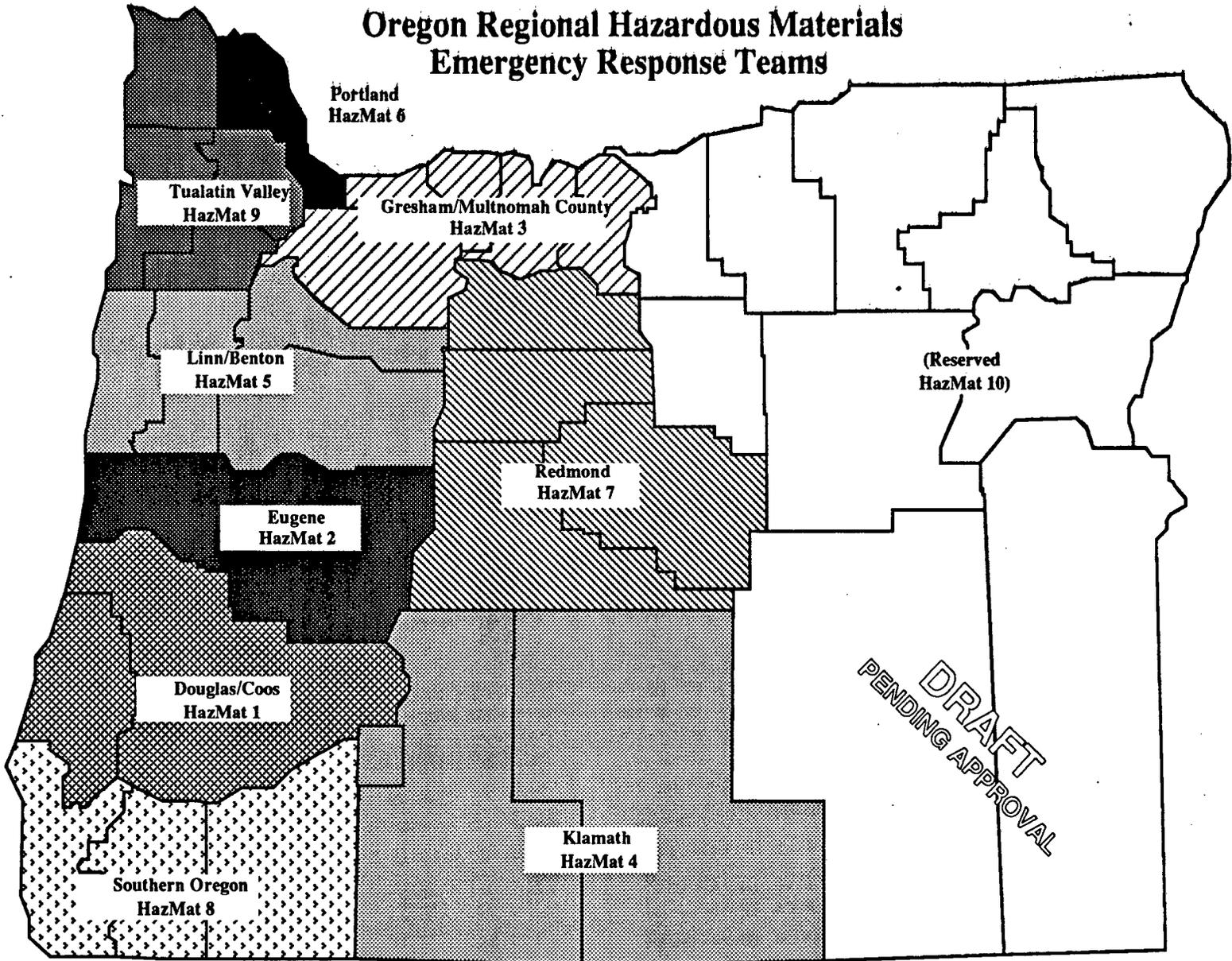
XI. COMBINED TEAM RESPONSE VEHICLE

A	Emergency Response Vehicle	1	\$45,000.00	\$45,000.00
B	Mac Computer SE30	1	\$16,500.00	\$16,500.00
C	FAX/Printer (Portable)	1	\$2,500.00	\$2,500.00
D	320 Channel Radio	1	\$3,000.00	\$3,000.00
E	On-Board Generator/Lighting	1	\$3,000.00	\$3,000.00
			Subtotal:	\$70,000.00

COMBINED TEAM VEHICLE AND EQUIPMENT TOTAL: \$210,453.00

"Exhibit A" - Contractor's Primary Response Area

The specific and detailed boundaries between teams will be mutually developed but will, in general, follow this depiction and the maps previously submitted by or agreed to by the contractor and the Office of State Fire Marshal



Regional Hazardous Materials Emergency Response Team Contract

"Exhibit B" - Standard Operating Procedure

**HAZARDOUS MATERIALS RESPONSE TEAMS
STANDARD OPERATING PROCEDURE**

OFFICE OF STATE FIRE MARSHAL

SUBJECT: Decision to Respond to Hazardous Materials Incidents	Number:
OBJECTIVE: Provide Guidance and Directions for Making Decisions of Whether to Respond to an Incident.	OSFM Approved: _____ Adoption Date: _____ Revision Dates: _____ _____ _____

I. SCOPE

This procedure applies to those response decisions made by dispatchers, response team leaders and the Office of State Fire Marshal Hazardous Materials (HazMat) Duty Officer. Decisions on automatic responses may be made by dispatchers, response team leaders or the HazMat Duty Officer, depending upon each response team's specific operating procedures.

Decisions based upon using the Decision Matrix may be made only by team leaders and the HazMat Duty Officer.

II. DEFINITIONS

HazMat Duty Officer - The individual(s) designated by the State Fire Marshal to respond to hazardous materials incidents and to provide technical assistance, guidance and authorizations or denial for response teams to respond to an incident.

Response Team Leader - The person who, based upon experience and authority, has the ability to evaluate and direct response team activities.

III. General

Before responding to a hazardous materials incident, a decision will be made whether the situation warrants a team response. Response decisions will be based upon the guidelines in this procedure.

- A. If the team leader is unsure of a decision or the process, the State Fire Marshal Duty Officer shall be contacted.
- B. Failure to follow these guidelines in making initial response decisions may result in the denial for reimbursement of team response costs.

IV. AUTOMATIC RESPONSES

Hazardous materials response teams may automatically respond to any incident or ancillary function involving a hazardous materials spill (or leak), explosion, or injury - or potential thereof - with immediate threat to life, environment, or property.

Specific instances of automatic responses which may present an immediate threat to life, environment, or property include but are not limited to:

- A. A transportation incident involving release or potential release of an identifiable hazardous material
- B. "Working" drug labs (when requested by the law enforcement agency having jurisdiction)
- C. Hazardous materials incidents at "fixed sites" (e.g., manufacturing facility with known hazards)
- D. An incident with multiple, incapacitated victim(s) of unknown etiology
- E. A spill or release with know, visible environmental impact (e.g., dead fish, vegetation)
- F. When requested by another state hazardous materials response contract team (e.g., for back up)
- G. When dispatched by the State Fire Marshal

V. NON-REIMBURSABLE RESPONSES

Non-reimbursable hazardous materials responses include but are not limited to:

- A. Requests for cleanup for a HazMat incident not involving the mitigation of a spill or leak
- B. Local requests for services not requiring OSHA Technician-level expertise
- C. Responses solely under local authority (i.e., not responding as a State contract team)

VI. DECISION MATRIX

In those instances where this procedure does not provide sufficient or specific direction, the Decision Matrix for Hazardous Materials Responses, developed and revised by the State Fire Marshal in agreement with the Team Advisory Group, will be used. The Decision Matrix and guidelines for its use are attached as Appendix A to this document.

VII. DUTY OFFICER CONTACT

When application of this procedure and the Decision Matrix does not produce a clear decision or results in a decision inconsistent with the leader's professional judgement, the State Fire Marshal Hazardous Materials Duty Officer will be consulted. A hazardous materials response team operating under a signed state contract, and making response decisions not covered by this procedure, shall have the concurrence of the State Fire Marshal and the team. If the State Fire Marshal Hazardous Materials Duty Officer cannot be reached by using the established call down procedures, decisions to respond may be made without his/her concurrence.

VIII. DISTRIBUTION:

- | | |
|--------------|---------------|
| Team 1 _____ | Team 2 _____ |
| Team 3 _____ | Team 4 _____ |
| Team 5 _____ | Team 6 _____ |
| Team 7 _____ | Team 8 _____ |
| Team 9 _____ | Team 10 _____ |
| Other: | |

RMR/nicHR:SOP0005

APPENDIX A

Hazardous Materials Response Teams Incident Response Decision Matrix

I. Introduction

The decision Matrix for Hazardous Materials Incident Response is a guide to assist team leaders. The Matrix is intended to help fill the gap that lies between the obvious decision points to either respond or not to respond. In many cases the available information may be incomplete, vague, or otherwise insufficient for making a clear decision. In such cases, the Decision Matrix may provide the additional guidance for decision making.

A number of factors including "instinct" or "gut-feeling" may play a part in the decision process. Failure to respond could result in preventable damage or injury to life, the environment, or property. Conversely, responding unnecessarily is a waste of the team's resources and can result in the State denying reimbursement for equipment use and other expenses. In most cases, the Decision Matrix should provide the basis for a decision. Where it does not, or the decision appears questionable, the team leader should contact the State Fire Marshal Duty Officer at 871-7600 or pager 370-1488.

II. Matrix Use

The decision Matrix has six major decision criteria. These are the Situation Status, Physical and chemical/Toxicological Hazards, Volume at Risk, Container Status, Modifying Conditions, and Other. Each is composed of a number of factors which, taken together, allow ranking the criteria as 1, 2, or 3 - with 3 being the highest. Each factor within the decision criteria may be separately judged in accordance with the degree of importance or hazard it poses. In those cases when there is insufficient information to rank a criteria, the criteria shall be assigned a value of 2.

Each criteria is ranked whenever possible, and the assigned values are totaled. If the total is thirteen or more, the decision should be to respond. In those cases where the total equals eight or more, but less than thirteen, the team leader will need to contact the State Fire Marshal Hazardous Materials Duty Officer for consultation and guidance. *If the total is seven or less, no response should be made; however, advice should be provided as needed.*

1 **III. Exceptions and Professional Judgement**

2
3 The Decision Matrix is intended to provide guidance and direction when making the
4 decision whether to respond. The more information and therefore the more matrix
5 elements that are available, the easier it will be to apply the matrix and arrive at a
6 defensible decision. In some cases, however, available information will be minimal
7 or the decision derived from proper application of the matrix will run counter to the
8 team leader's professional judgment. In such cases, it may be necessary and
9 appropriate to make a decision without additional matrix elements or to make a
10 decision that differs from that derived by matrix use. This is acceptable if the team
11 leader can substantiate and document the basis for the decision. All such decisions
12 will be reviewed by the Office of State Fire Marshal with the aim of establishing
13 additional criteria and guidance to make the decision process as objective as
14 possible.

15
16 **IV. Submission of Matrix**

17
18 *A copy of the completed Decision Matrix for each incident response shall be submitted*
19 *with the incident report. This will allow evaluations and determinations of whether the*
20 *Decision Matrix adequately serves the needs of the response teams and the State Fire*
21 *Marshal.*

22
23 RMR/ricHR:HMRTIRDM

Hazardous Materials Teams Incident Response Decision Matrix

Response Decision Criteria

Risks

Rank

Situation Status

<i>What is the size, severity and immediacy of the threat?</i>	L-M-H	1-2-3
Release in progress		= 1
Container/vehicle has been damaged or failure likely		
Conditions are stable		
Minimal or no threat detected		
Unknown (assign a rank of 2)		

Physical and Chemical/Toxicological Hazards

<i>What dangers does the incident represent?</i>	L-M-H	
Health hazards (acute/chronic)		= 2
Cryogenic/hyperthermal		
Flammable		
Explosive		
Reactive/unstable		
Radioactive		
Other (environment, property, equipment)		
Gas, liquid, or solid ?		
Unknown (assign a rank of 2)		

Volume at Risk

<i>To what degree is the volume of the material a threat?</i>	L-M-H	
≥ 50 gallons, 500 lbs, 200 cubic ft		= 3
< 50 gallons, 500 lbs, 200 cubic ft		
Unknown quantity (assign a rank of 2)		

Container Status

<i>What type of breach or release is possible?</i>	L-M-H	
Pressure container compromised Potential for disintegration Micro/macro cracking Open/damaged fittings		= 4
----- Liquid/Solid container damaged Split/tear Puncture Spill Open/damaged fittings		
Unknown (assign a rank of 2)		

Modifying Conditions

<p><i>To what degree do the location, time, and weather impact the incident ?</i></p> <p><u>Location</u> Metro/urban/rural Population Waterways Roadways, access blockage</p> <p><u>Time</u> Is time significant ? Is day of week significant ? Is month significant ? Is season significant ?</p> <p><u>Weather</u> Ambient temperature Wind speed/direction Precipitation Air inversion</p> <p><u>Unknown</u> (assign a rank of 2)</p>	L-M-H	1-2-3
	[]	= [5]
	[]	
	[]	

Other Variables

<p><i>Are there factors having a direct or indirect impact on the incident?</i></p> <p><u>Political</u></p> <p><u>Critical facilities at risk</u></p> <p><u>Regulatory agency involvement</u> Coast Guard Radiological</p> <p><u>Public perception(s)</u></p> <p><u>Other</u></p>	L-M-H	= [6]
	[]	
	[]	
	[]	
	[]	
	[]	

Total Score: Boxes 1 + 2 + 3 + 4 + 5 + 6 =

	18
	17
Initiate response	16
	15
	14
	13
	12
Refer to SFM	11
Duty Officer	10
	9
	8
No response:	7
provide advice only	6

Find total rank score here

Regional Hazardous Materials Emergency Response Team Contract

Exhibit "C"
Vehicle and Equipment Reimbursement Schedule

The State agrees to pay the following interim billing costs and/or rates until the end of this contract or until the State provides the equipment and supplies, whichever comes first.

<u>TYPE</u>	<u>RATE/COST</u>
Vehicles:	
HMRT Vehicle	\$150.00/hr Minimum \$250
Support Vehicle	\$ 50.00/hr plus \$.25/mile
Communications:	
Cellular Phone	\$100.00/incident
Computer Systems:	
OHMTADS	\$ 50.00/incident
CHRIS	\$ 50.00/incident
CAMEO	\$ 50.00/incident
Personnel Protective Equipment:	
Suits:	
Encapsulated Suits	\$400.00/ea
Level B - Acid Suits	\$ 53.00/ea
Non-flammable Coveralls	\$ 25.00/ea
Tyvek Suits	\$ 3.80/ea
Gloves:	
Cryogenic	\$ 86.00/pr
Latex	\$ 3.00/pr
Natural Rubber	\$ 54.00/pr
Neoprene	\$ 16.00/pr
Nitrile	\$ 3.00/pr
PVC	\$ 17.00/pr
Surgical	\$ 10.00/bx
Tyvek	\$ 2.00/pr
Viton	\$ 28.00/pr

TYPE

RATE/COST

Boots:

Rubber	\$ 60.00/pr
Tyvek	\$ 2.00/pr

Breathing Apparatus:

SCBA - 30 minute refills	\$ 2.00/bottle
-----------------------------	----------------

SCBA - 60 minute refills	\$ 4.00/bottle
-----------------------------	----------------

Monitoring Equipment:

Probeye	\$ 50.00/incident used
Combustion Meter	\$ 20.00/incident used
Spilfighter - PH tape	\$ 15.00/ea
Hazcat Samples	\$ 35.00/ea
Vapor Tubes	\$ 28.00/ea

Supplies:

Duc Tape	\$ 7.50/roll
Soda Ash	\$ 8.00/bag
Bleach	\$ 1.20/bottle
Absorbant Pads	\$ 1.00/ea
Banner Guard	\$ 15.00/roll
Decon Supplies	\$ 8.00/incident
Patching supplies	\$ 50.00/patch

LDM:cfs:012591/7922G

2 - EXHIBIT "C"

Regional Hazardous Materials Emergency Response Team Contract

"Exhibit C" - Vehicle and Equipment Reimbursement Schedule

	RATE PER HOUR
VEHICLE:	
Support Vehicle (+ \$.25 per mile)	\$50.00
EQUIPMENT:	Actual Cost

Gresham
Pro page 2, 3
Amend Ltr 5/24/90 page 1
MAC311D
10/30/90

Regional Hazardous Materials Emergency Response Team Contract

EXHIBIT "D"
Personnel Reimbursement Schedule

The State agrees to pay the following interim billing costs and/or rates until the end of this contract or until the State provides the equipment and supplies, whichever comes first.

<u>TYPE</u>	<u>RATE/COST</u>
Personnel:	
Team Leader	\$42.00/hr
Team Members	\$42.00/hr
Support Personnel	\$20.00/hr

LDM:cfs:012591/7922G

1 - EXHIBIT "D"

Regional Hazardous Materials Emergency Response Team Contract

"Exhibit D" - Personnel Reimbursement Schedule

RATE PER HOUR

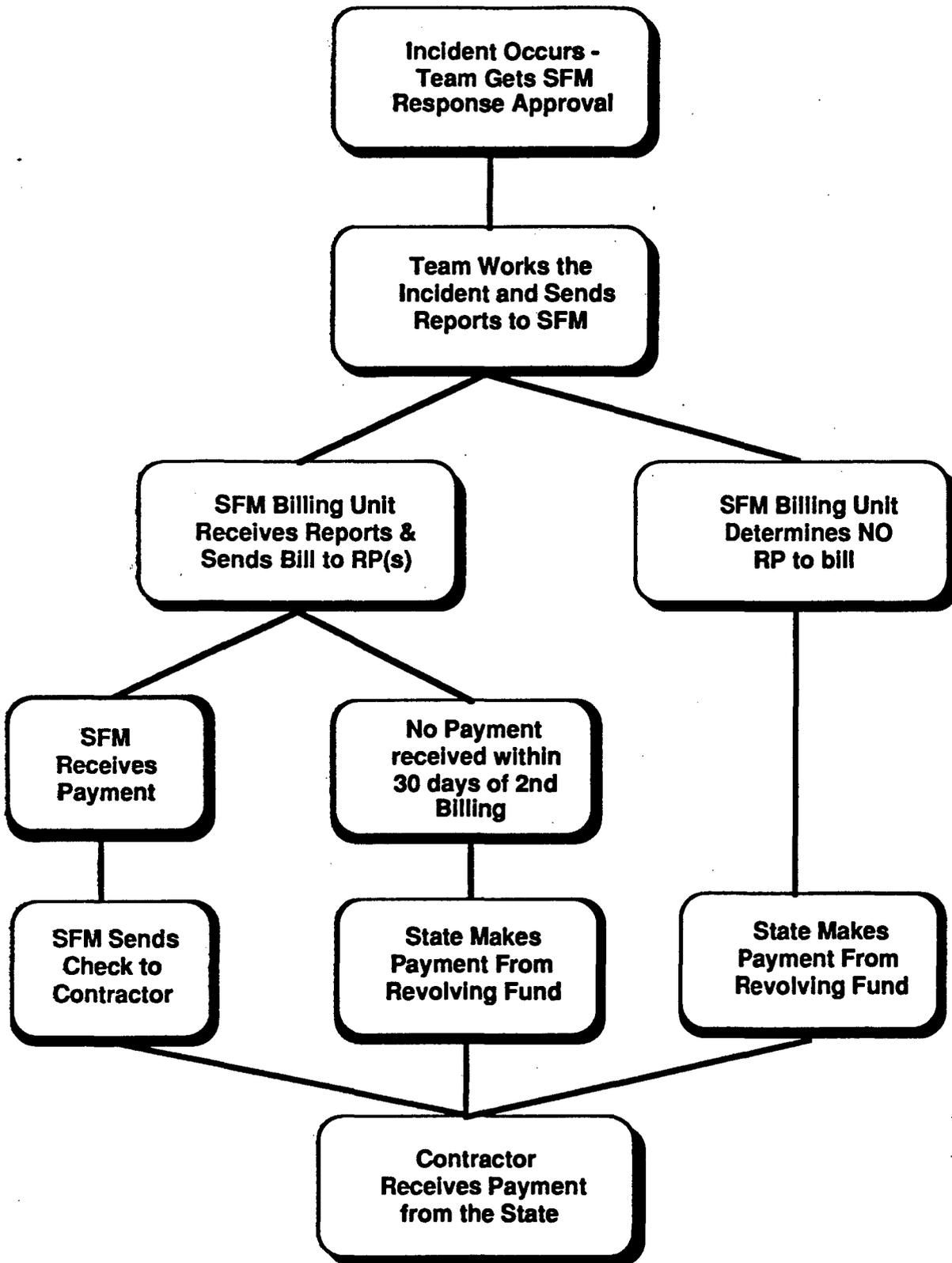
PERSONNEL REIMBURSEMENT SCHEDULE:

Team Leader	\$45.00
Apparatus Operator/Tech	\$45.00
Support Personnel	\$22.00

Gresham
Amend Ltr 5/24/90 page 1
MAC311D
10/30/90

Regional Hazardous Materials Emergency Response Team Contract

"Exhibit E" - Contractor Cost Recovery System



1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____ (Date)

DEPARTMENT DES/Sheriff's Office DIVISION Emergency Mngmt/Operations
 CONTACT Penny Malmquist/Larry Aah TELEPHONE 251-2466/251-2489
 *NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Penny Malmquist/Randy Amundson

SUGGESTED

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

Budget modification appropriating ~~\$28,545~~ ^{\$22,880} in State funds which the County will receive as reimbursement for expenditures incurred related to hazardous materials incident responses as a designated State Regional Hazardous Materials Response Unit.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do 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 accompanies a proposed intergovernmental agreement between the State of Oregon, the County's Emergency Management Office, the Sheriff's Office and the City of Gresham. The agreement will confirm Multnomah County/Gresham as a designated State Regional Hazardous Materials Response Unit. The agreement provides monies be received by the County for reimbursement of overtime, costs for medical exams, training for team members, equipment repair, supplies, vehicle use reimbursement, and equipment for responding to hazardous materials incidents within a designated area.

The Sheriff's Office expects to receive \$5,665.00 in revenue which will go directly into the general fund. Expenditures have already been budgeted in the current year's budget. The Office of Emergency Management expects to receive \$22,880 in revenue. Expenditures are reflected in this budget modification.

The contract and the budget modification only reflects revenue and expenditures for the remaining three months of the fiscal year.

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

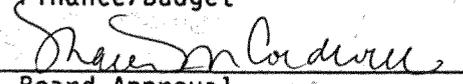
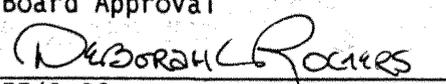
Increase revenue received from State \$28,545 *

(* Sheriff's Office expenses have already been appropriated into current budget.)

BOARD OF COUNTY COMMISSIONERS
 991 APR-4 AM 8:17
 MULTNOMAH COUNTY OREGON

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

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

Originated By Penny Malmquist, OEM	Date 4/1/91	Department Director 	Date 4-1-91
Finance/Budget 	Date 4/2/91	Employee Relations	Date
Board Approval 	Date April 11, 1991		

Meeting Date: APR 1 1 1991

Agenda No.: R-11

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Quitclaim by County of any interest in land not belonging to or used by County in order to remove cloud on title to privately

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

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Bob Oberst TELEPHONE 248-3851

PERSON(S) MAKING PRESENTATION Bob Oberst

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):

Previous grantors of lots located in Multnomah County conveyed the lots "Subject to the right of the public to use the southeasterly 5 feet thereof for road purposes" Transportation Division advises that there are no facilities at this site and no objection to quitclaim by Multnomah County. There appears to be no interest or right to the property vested in Multnomah County. The present owner of the lots requests a Quitclaim by rhe County of any interest in the lots. This will not have any effect upon Multnomah County. See attached title report and maps for details.

*4/30/91 copy to Bob Oberst
original Deed to Recording*

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *[Signature]* Paul Yarbrough

MULTNOMAH COUNTY
OREGON
1991 APR - 1 PM 2:03
BOARD OF
COUNTY COMMISSIONERS

(All accompanying documents must have required signatures)

ZALUTSKY, KLARQUIST & JOHNSON, INC.
ATTORNEYS AT LAW

THE WALDO BLOCK
215 S. W. WASHINGTON STREET
PORTLAND, OREGON 97204
(503) 248-0300
FAX (503) 274-8302

January 28, 1991

Mr. John DuBay
Multnomah County Counsel
1120 S.W. Fifth Avenue
Portland, Oregon 97204

Re: Jeffrey and Nancy Sharff
Easements to the public benefit;
Section 22, Township 1 North,
Range 1 West
Tax Lot Nos. 15, 16 and 17

Dear John:

Thank you for taking the time to discuss with me the situation regarding the easements on the above referenced property. Enclosed are copies of the deeds creating the easements, a map of the property and a preliminary title report referencing the the easements in question.

As you can see, there is some ambiguity as to the location of the easements. However, they are all interior easements; they are limited to use as roads, and they do not appear to lead anywhere. The title company informed us that there are no corresponding easements across lots 14 or 41. In addition, the owners of the adjacent properties to the west (Lot 14) and to the south (Lot 41) have executed quitclaim deeds releasing any interest in the easements, copies of which are attached.

We understand that under Multnomah County Zoning Regulations, these three lots must be developed together because of common ownership. This is consistent with the current owners' plans for the property. However, prior to development they would like to eliminate or at least reduce the risk of anyone claiming rights over the property by way of

RECEIVED

JAN 28 1991

/ COUNTY COUNSEL FOR
MULTNOMAH COUNTY, ORE.

ZALUTSKY, KLARQUIST & JOHNSON, INC.
ATTORNEYS AT LAW

these easements. Therefore, we request that Multnomah County, in its capacity as trustee of the public trust and in its own capacity as regulator and controller of real property within the county, execute the enclosed quitclaim deed releasing any interest of the public and of the county in these easements.

If you have any questions or if you wish to discuss this further, please call. Otherwise, we would appreciate it if you would have the enclosed deed executed on behalf of the county and return it to our office for recording.

We appreciate your assistance in this matter.

Very truly yours,

ZALUTSKY, KLARQUIST & JOHNSON, INC.



Elaine N. Johnson

ENJ:dh

Enc.

cc - Dr. and Mrs. Jeffrey Sharff



First American Title Insurance Company of Oregon

an assumed business name of TITLE INSURANCE COMPANY OF OREGON

310 S.W. FOURTH AVENUE, PORTLAND, OR 97204-2376

(503) 222-3651 • FAX (503) 222-3419

Preliminary Title Report

June 14, 1990

Order No. 598264
Re: Deppen/Sharff

ALTA Owners Stand. Cov.	\$ 90,000.00	Premium \$	425.00
ALTA Owners Ext. Cov.	\$	Premium \$	
ALTA Lenders Stand. Cov.	\$	Premium \$	
ALTA Lenders-Ext. Cov.	\$	Premium \$	
Indorsement		Premium \$	
Other		Cost \$	
Govt. Serv. Charge		Cost \$	15.00

A consolidated statement of all charges and advances in connection with this order will be provided at closing.

Sharon Kelly
621 SW Morrison, Suite 1410
Portland, OR 97205

We are prepared to issue Title Insurance Policy or Policies in the form and amount shown above, insuring title to the following described land:

For legal description see Exhibit "A" attached hereto;
and as of June 6, 1990 at 8:00 a.m., title vested in:

DAVID DEPPEN and PAULINE SARGENT DEPPEN,
as tenants by the entirety;

Subject to the exceptions, exclusions and stipulations which are ordinarily part of such Policy form and the following:

1. City Liens, if any, of the City of Portland.

Note: An inquiry has been directed to the City Clerk and subsequent advice will follow concerning the actual status of such liens.

2. An easement created by instrument, including the terms and provisions thereof;

Recorded : September 5, 1946 in Book 1096, page 68
 Favor of : Pacific Telephone and Telegraph Company
 For : Pole, cable, overhang and trim necessary right of way
 Affects : A portion of Parcel I and Parcel II ?

3. An easement created by instrument, including the terms and provisions thereof;

Recorded : April 19, 1950 in Book 1398, page 409
 Favor of : Public
 For : Road purposes
 Affects : ~~The Northwesterly 5 feet of Parcel II~~

See Map

4. Agreement, regarding water rights and easements for water lines, including the terms and provisions thereof,
Recorded : April 19, 1950 in Book 1398, page 410
Between : Lawrence H. Flaherty and Marjorie E. Flaherty and
Harold E. Spoelstra and Marjorie F. Spoelstra

5. An easement created by instrument, including the terms and provisions thereof;
Recorded : July 7, 1950 in Book 1416, page 387
Favor of : Public
For : Road purposes
Affects : ~~The Southeasterly 5 feet of Parcel III~~

6. Agreement, regarding water rights and easements for water lines, including the terms and provisions thereof,
Recorded : July 7, 1950 in Book 1416, page 389
Between : Lawrence and Marjorie Flaherty and Hugo and Flora Hultgren

7. An easement created by instrument, including the terms and provisions thereof;
Recorded : January 18, 1956 in Book 1756, page 128
Favor of : Public
For : Road purposes
Affects : ~~The Southeasterly 5 feet of Parcel I~~ ?

8. An easement created by instrument, including the terms and provisions thereof;
Recorded : August 31, 1971 in Book 810, page 1123
Favor of : David J. and Paula P. Randall
For : Water lines
Affects : The Easterly portion of Parcel II

9. The following matters pertaining to ALTA Lenders Extended coverage only:

(a) Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.

(b) Parties in possession, or claiming to be in possession, other than the vestees shown herein.

(c) Statutory liens for labor and/or materials, including liens for contributions due to the State of Oregon for employment compensation and for workman's compensation, or any rights thereto, where no notice of such liens or rights appears of record.

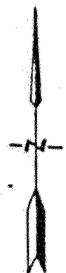
NOTE: Taxes for the year 1989-90: paid in full
Original Amount : \$222.63
Tax Amount : \$222.63
Code No. : 001
Account No. : 96122-0170
(Affects Parcel I)

THIS MAP IS FURNISHED AS A CONVENIENCE IN LOCATING PROPERTY AND THE COMPANY ASSUMES NO LIABILITY FOR ANY VARIATIONS AS MAY BE DISCLOSED BY ACTUAL SURVEY

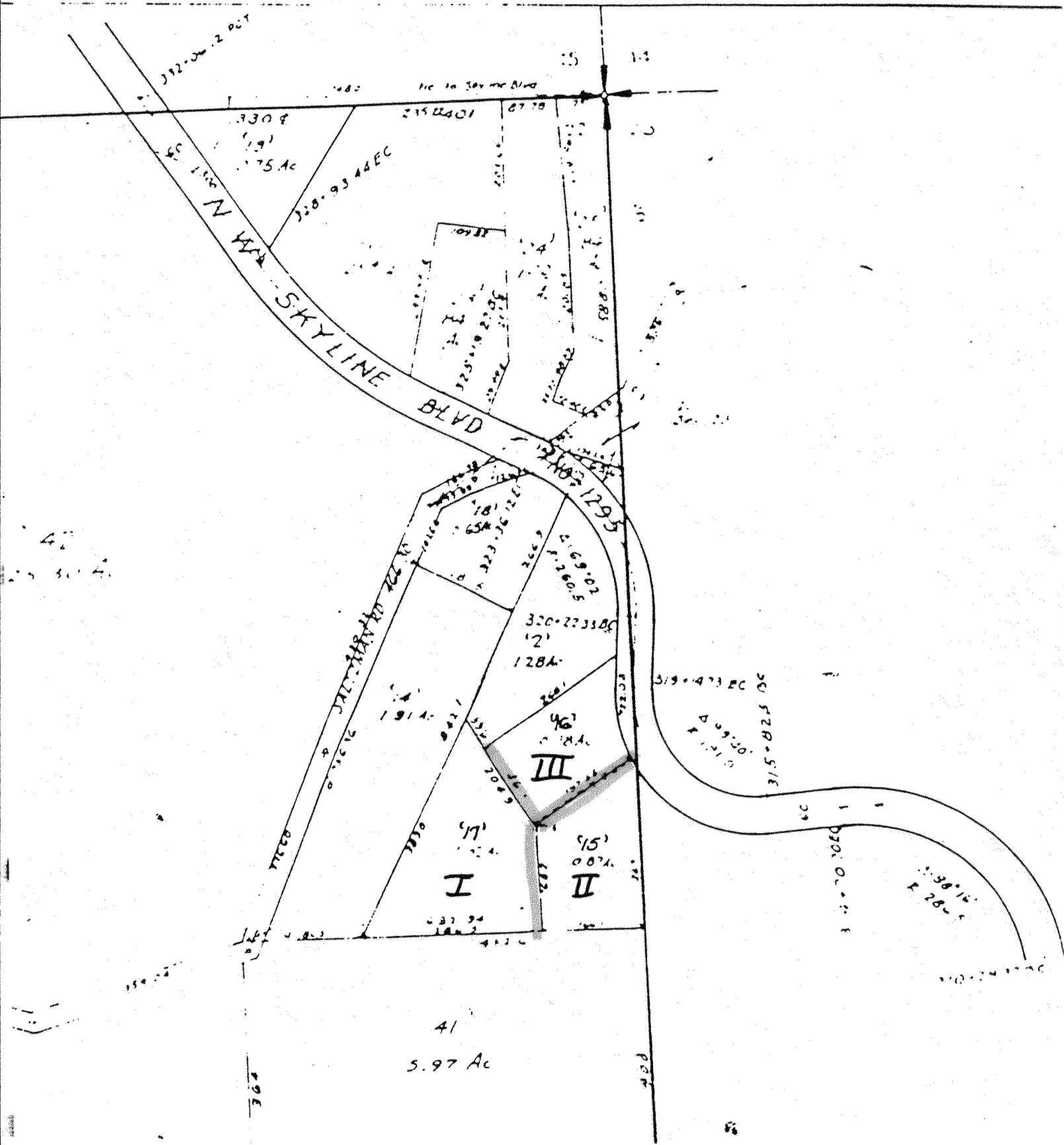


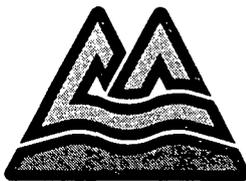
First American Title Insurance Company of Oregon

an assumed business name of TITLE INSURANCE COMPANY OF OREGON
310 S.W. FOURTH AVENUE, PORTLAND, OR 97204
(503) 222-3651



MAP# 1N 1W 22





MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

MEMORANDUM

TO: Dick Howard, DES Transportation
Bob Hall, DES Planning & Development

FROM: Bob Oberst, DES Facilities & Property Management *BO*

DATE: March 7, 1991

RE: SHARFF QUITCLAIM REQUEST

The enclosed copies are self explaining, I believe.

Considering the language of the deeds in 1950 and 1956, I don't believe that Multnomah County even has any interest in the five feet strips of land along the lot boundaries involved. I don't see that this would have any bearing on County roads or any other future use. For these reasons, I expect to go ahead with a Quitclaim of any interest the County may have to the present owners of the lots.

Before proceeding with the Quitclaim I would like to have your comment, particularly if there is some reason not to do the Quitclaim.

BO/27BOB0sb
Enclosure

cc: F. Wayne George



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

TO: Bob Oberst
FROM: Dick Howard *Dick Howard*
DATE: March 12, 1991
SUBJECT: Quitclaim Request/Tax Lots 15, 16
and 17/Section 22, TIN RIW, W.M.

Since we have no facilities within the easement requested for quitclaim, we have no objection.

RTH/js

8653(2)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Quitclaim)
of the interest of Multnomah)
County, if any, in the easements)
for road purposes created by)
the instruments recorded at)
book 1358, page 409; book 1416,)
page 387; and book 1756, page)
128 of Multnomah County records.)

ORDER

91-48

It appearing that the grantors in the instruments recorded at book 1359, page 409; book 1416, page 287; and book 1756, page 128 of Multnomah County, Oregon purported to create certain public rights to uses of property for road purposes as described in said instruments; and

It appearing that Multnomah County has no facilities or operation on said property and that there are no public roads located upon or planned for said property; and

It further appearing that Multnomah County has no legal interest or ownership in said property; and the present holders of title to said property having requested that Multnomah County quitclaim to their purchasers of said property any interest it may have in the said rights to use for road purposes in order to remove possible clouds upon title; and

It being determined that Multnomah County may grant the request and quitclaim any such interest it may have thereby possibly removing clouds upon title to land, without cost or detriment to the County and that removal of unnecessary clouds upon title to land in Multnomah County is desirable,

It is ordered that Multnomah County execute this Quitclaim before the Board this date and that the County Chair be and she is hereby authorized and directed to execute the same on behalf of Multnomah County

Dated this 11th day of April, 1991

REVIEWED:
LAURENCE KRESSEL, COUNTY
COUNSEL FOR MULTNOMAH
COUNTY OREGON

BY



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

BY



NE

QUITCLAIM DEED



KNOW ALL MEN BY THESE PRESENTS, That MULTNOMAH COUNTY

hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto JEFFREY A. SCHARFF and NANCY J. SHARFF

hereinafter called grantee, and unto grantee's heirs, successors and assigns all of the grantor's right, title and interest in that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in any-wise appertaining, situated in the County of Multnomah, State of Oregon, described as follows, to-wit:

those certain easements, created by instruments, including the terms and provisions thereof, for road purposes over the northwesterly 5 feet of Parcel II, the southeasterly 5 feet of Parcel III and the southeasterly 5 feet of Parcel I, of the real property described in Exhibit "A" attached hereto and incorporated herein by this reference, which instruments are recorded at Book 1358, Page 409; Book 1416, Page 387; and Book 1756, Page 128, of Multnomah County Records.

The purpose of this instrument is solely to distinguish any rights or claims of the grantor in any of the above described easements.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ -0-

However, the actual consideration consists of or includes other property or value given or promised which is the whole part of the consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 11th day of April, 1991; if a corporate grantor, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized thereto by order of its board of directors.

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

MULTNOMAH COUNTY

By: Gladys McCoy

STATE OF OREGON, County of Multnomah ss.

This instrument was acknowledged before me on April 11, 1991,

by Gladys McCoy

This instrument was acknowledged before me on April 11, 1991,

by Gladys McCoy

as Chair

of Multnomah County Board of Commissioners



REVIEWED

MULTNOMAH COUNTY CLERK



Myra Ann L. Rogers, Notary Public for Oregon, June 27, 1993

Form fields for Grantor's Name and Address (Jeffrey A. and Nancy J. Scharff, 2875 S.W. Montgomery Drive, Portland, Oregon 97201) and Grantee's Name and Address (Jeffrey A. and Nancy J. Scharff, 2975 S.W. Montgomery Drive, Portland, Oregon 97201).

STATE OF OREGON, County of ... I certify that the within instrument was received for record on the ... day of ... 19... at ... o'clock ... M., and recorded in book/reel/volume No. ... on page ... or as document/fee/title/instrument/microfilm No. ... Record of Deeds of said county. Witness my hand and seal of County affixed.

SPACE RESERVED FOR RECORDER'S USE

By ... Deputy

EXHIBIT "A"

PARCEL I:

The following described property in Section 22, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon:

Commencing at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 22, Township 1 North, Range 1 West of the Willamette Meridian; and running thence Westerly along the South line of the Northeast quarter of the Northeast quarter of Section 22, 452.6 feet to an iron pipe marking the Southeast corner of a tract conveyed to Turner by deed recorded in Book 1351, page 124 Deed Records, said point being the true place of beginning of the tract to be described; running thence North 28° East along the East line of said Turner tract, a distance of 383.0 feet to an iron pipe; thence running South 30°31' East a distance of 204.9 feet to an iron pipe; thence running South 0°51' East a distance of 168.2 feet to a point on the South line of the Northeast quarter of the Northeast quarter of said Section 22; thence running Westerly along the South line of the Northeast quarter of the Northeast quarter of said Section 22, a distance of 286.5 feet to the true place of beginning.

PARCEL II:

The following described premises in Section 22, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon:

Commencing at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 22, Township 1 North, Range 1 West of the Willamette Meridian; and running thence Westerly along the South line of the Northeast quarter of the Northeast quarter of said Section 22, 452.6 feet to an iron pipe marking the Southeast corner of a tract conveyed to Turner by deed recorded in Book 1351, page 124, Deed Records; thence running North 28° East along the East line of said Turner tract a distance of 383.0 feet to an iron pipe; thence running South 30°31' East a distance of 199.9 feet; thence running North 57°38' East a distance of 197.55 feet to a point on the Westerly line of Skyline Blvd., said point being the true place of beginning of the tract to be herein described; thence running South 57°38' West a distance of 197.55 feet; thence running South 30°31' East a distance of 5.0 feet; thence running South 0°51' East a distance of 168.2 feet to a point on the South line of the Northeast quarter of the Northeast quarter of said Section 22; thence running Easterly along the South line of the Northeast quarter of the Northeast quarter of said Section 22, a distance of 166.1 feet to the Southeast corner of the Northeast quarter of

EXHIBIT "A" CONTINUED:

the Northeast quarter of said Section 22; thence running Northerly along the East line of said Section 22, a distance of 267.1 feet to the Westerly line of Skyline Blvd.; thence running Northwesterly along the Westerly line of Skyline Blvd., to the true point of beginning.

PARCEL III:

A tract of land in Section 22, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Commencing at the Southeast corner of the Northeast one-quarter of the Northeast one-quarter of said Section 22; and running thence Westerly along the South line of the Northeast one-quarter of the Northeast one-quarter of said Section 22, a distance of 452.6 feet to an iron pipe marking the Southeast corner of a tract conveyed to Turner by deed recorded in Book 1351, page 124; thence North 28° East along the East line of said Turner tract, a distance of 383.0 feet to an iron pipe; thence running South 30°31' East 53.6 feet to an iron pipe; thence running North 57°52' East a distance of 268.1 feet to the right of way line of Skyline Blvd., said point being the true point of beginning of the tract to be herein described; thence running South 57°52' West 268.1 feet to an iron pipe; thence South 30°31' East 146.3 feet; thence North 57°38' East 197.55 feet to the right of way line of Skyline Blvd.; thence running Northwesterly along the right of way line of Skyline Blvd., to the true point of beginning.---



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 3-0163-1

MULTNOMAH COUNTY OREGON

Amendment # _____

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: right;">R-12 APRIL 11, 1991</p>
--	--	--

Contact Person Robert Johnson Phone 3588 4988X Date 3/13/91

Department Environmental Services Division Transportation Bldg/Room 425

Description of Contract Agreement with City of Troutdale for sharing costs of construction, maintenance and electrical power for a new traffic signal at NE 257th Avenue and Cherry Park Road.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Troutdale

Mailing Address 104 SE Kibling Street
Troutdale, OR 97060

Phone 667-6403 (F. Gregory Wilder)

Employer ID # or SS # _____

Effective Date upon execution

Termination Date _____

Original Contract Amount \$ 71,625 (County Share)

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:

Department Manager *Paul Yehon*

Purchasing Director (Class II Contracts Only) _____

County Counsel *Steph*

County Chair/Sheriff *Steph*

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Date 3/22/91

Date _____

Date 1/1/11

Date 4/11/91

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.	150	030	6530			Revenue						
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

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

Meeting Date APR 11 1991

Agenda No.: R-12

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Traffic Signal Agreement with City of Troutdale

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

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Robert E. Johnson TELEPHONE 3588

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

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

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

This is an agreement with the City of Troutdale for the City to pay 25% of the cost of construction, maintenance and electrical power for a traffic signal at NE 257th Avenue and Cherry Park Road. The County will pay 75% of these costs.

The estimated total construction cost is \$95,500, estimated average maintenance cost is \$100 per month, and estimated electrical power cost is \$88.50/month. The City share will be 25% of the actual costs. Funds for the County share are included in the proposed 91-92 budget.

4/20/91 Originals to Robert E. Johnson

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *Paul Yarbrough* / bkw

(All accompanying documents must have required signatures)

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1991 APR - 1 PM 2:03



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 3-0163-1

MULTNOMAH COUNTY OREGON

Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-12 APRIL 11, 1991</p>
--	--	--

Contact Person Robert Johnson Phone 3588 4588X Date 3/13/91

Department Environmental Services Division Transportation Bldg/Room 425

Description of Contract Agreement with City of Troutdale for sharing costs of construction, maintenance and electrical power for a new traffic signal at NE 257th Avenue and Cherry Park Road.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Troutdale
Mailing Address 104 SE Kibling Street
Troutdale, OR 97060
Phone 667-6403 (F. Gregory Wilder)
Employer ID # or SS # _____
Effective Date upon execution
Termination Date _____
Original Contract Amount \$ 71,625 (County Share)
Amount of Amendment \$ _____
Total Amount of Agreement \$ _____

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager *Paul Yehonogh/bkw*

Purchasing Director (Class II Contracts Only) _____

County Counsel *DuBa*

County Chair/Sheriff *Gladys McKay*

Date 3/22/91

Date _____

Date 3/27/91

Date 4/11/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	ORR/AR Revenue	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	150	030	6530			2775						
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

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

TRAFFIC SIGNAL MAINTENANCE AND OPERATIONS AGREEMENT

THIS Agreement is made by and between Multnomah County, a political subdivision of the state of Oregon, hereinafter called "County," and the City of Troutdale, a municipal corporation, hereinafter called "City."

WITNESSETH

RECITALS

1. County and City deem it appropriate that a traffic signal be installed at NE 257th Avenue where it intersects with Cherry Park Road and SW Sturges Drive.
2. County and City agree to share the costs of installation, maintenance, and power consumption for the signal.

COUNTY OBLIGATIONS

County shall:

1. Prepare plans and specifications for the traffic signal project and bear the cost thereof.
2. Provide project management and inspection for the construction of the traffic signal and bear the cost thereof.
3. Construct the traffic signal and bear 75% of the cost thereof.
4. Arrange for providing electrical power to the traffic signal and bear 75% of the cost thereof.
5. Perform all necessary maintenance for the operation of the traffic signal and bear 75% of the cost thereof.
6. Retain ownership and control of the traffic signal and establish the timing for its operation.

CITY OBLIGATIONS

City shall:

1. Bear 25% of the cost of constructing the traffic signal.
2. Bear 25% of the cost of providing electrical power to the traffic signal.
3. Bear 25% of the cost of maintenance performed on the traffic signal.
4. Reimburse the County for the City's share of constructing the traffic signal after the work is completed and upon receipt of a bill from the County.
5. Reimburse the County for the City's share of electrical power and maintenance quarterly, upon receipt of a bill from the County.

JOINT OBLIGATIONS

Each party agrees to save harmless and indemnify the other party from all claims for property damage or personal injury resulting from actions of the indemnifying party's officers, employees, or agents in the performance of this Agreement.

CITY OF TROUTDALE

MULTNOMAH COUNTY

By Sam K Cox
Mayor

By Gladys McCoy
Gladys McCoy, Chair

By Pauline Johnston
City Manager

REVIEWED:

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By _____
City Attorney

By John L. DuBay
JOHN L. DuBAY
Assistant County Counsel

Meeting Date: APR 11 1991

Agenda No.: R-13

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Exempt Classification/Compensation Ordinance

BCC Informal _____ BCC Formal April 11, 1991
(date) (date)

DEPARTMENT General Services DIVISION Employee Services

CONTACT Colette Umbras TELEPHONE 248-5015

PERSON(S) MAKING PRESENTATION Curtis Smith

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 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):

This Ordinance implements the exempt portion of the Classification/Compensation Study. Funds required for implementation are currently included in the 1990-91 budget.

Section II (c) of the ordinance explains that only "exempt employee(s) whose salary rate on the effective date of this ordinance is below the minimum rate established for the employee's position... shall receive an increase to the minimum hourly rate."

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *[Signature]*

(All accompanying documents must have required signatures)

1991 APR - 2 AM 9 22
MULTNOMAH COUNTY
OREGON

ORDINANCE FACT SHEET

Title Exempt Compensation Plan Effective Date July 1, 1990

Brief Statement of purpose of ordinance (include the rationale for adoption of ordinance, a description of persons benefited, and other alternatives explored).

This Ordinance implements the exempt portion of the Classification/Compensation Study.

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

N/A

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

N/A

What authority is there for Multnomah County to adopt this legislation? (State statute, home rule charter). Are there constitutional problems?

Home Rule Charter; Multnomah County Code, Title 3, Chapter 3.10.120.

Fiscal Impact Analysis

Implementation costs are estimated at \$37,260, which had already been budgeted for in the 1990-91 FY budget. No additional funds are requested for implementation.

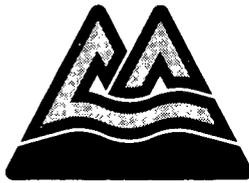
(If space is inadequate, please use other side)

SIGNATURES:

Office of County Counsel 

Department Head 

Liaison Commissioner _____



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY
PAULINE ANDERSON
GARY HANSEN
RICK BAUMAN
SHARRON KELLEY

DEPARTMENT OF GENERAL SERVICES
PORTLAND BUILDING
1120 SW FIFTH, 14TH FLOOR
PORTLAND, OR 97204-1934

OFFICE OF THE DIRECTOR
EMPLOYEE SERVICES (503) 248-3303
FINANCE (503) 248-5015
LABOR RELATIONS (503) 248-3312
(503) 248-5135

AT OTHER LOCATIONS:

ADMINISTRATIVE SERVICES (503) 248-5111
ASSESSMENT & TAXATION (503) 248-3345
ELECTIONS (503) 248-3720
INFORMATION SERVICES (503) 248-3749

MEMORANDUM

TO: County Chair
Board of County Commissioners

FROM: Curtis Smith, Director *Curtis Smith*
Employee Services Division

THROUGH: Linda Alexander, Director
Department of General Services

DATE: April 1, 1991

SUBJECT: Exempt Compensation Ordinance

This Ordinance reflects the efforts of County management over the last two and a half years to implement the Board's directive to conduct a classification and compensation study. The results of the study were implemented on July 1, 1990, for employees represented by Local 88 and the Oregon Nurses Association. Now we are requesting that the exempt portion of this study be implemented. The reasons for doing so are as follows:

- The Board stated its commitment formally, by resolution, to pay equity in 1986, and again in 1988 when it funded the Classification and Compensation Study. This Ordinance is the final step for completion of the Board's directive.
- Implementation of the study for Local 88 and ONA employees has created a number of equity and compression issues, which passage of this Ordinance would help correct. An example of this is that there are several instances of supervisory employees at a considerably lower rate of pay than their subordinate employees.
- The cost to implement this Ordinance is approximately \$37,260. Implementation of Local 88 and ONA cost approximately \$650,000.

- In order for managers and supervisors to be made whole and to obtain equity between exempt and non-exempt classifications, implementation of the new compensation plan should be retroactive to July 1, 1990, the date both Local 88 and ONA were implemented. This would allow those exempt staff who have been topped out in their range to receive regular anniversary merit increases for FY 1990-91, similar to Local 88 and ONA members. (Such funds are budgeted.)
- The Library Department is in the process of a similar study, with both exempt and non-exempt employees due to be reclassified July 1, 1991, per the union agreement and Ordinance 649. We are basing all of our recommendations for exempt Library classes on the classification and compensation structure that this Ordinance provides.

EXHIBIT A
EXEMPT SALARY RANGES
EFFECTIVE JULY 1, 1990

<u>Job Title</u>	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
A & T Manager, Senior	22.96	27.55	32.14
AA/EEO Officer	16.31	19.58	22.84
Accounts Payable Supervisor	15.54	18.65	21.76
Administrative Analyst	12.79	15.35	17.05
Administrative Services Manager	19.83	23.80	27.77
Administrative Services Officer	16.31	19.58	22.84
Adult Housing Administrator	15.54	18.65	21.76
Aging Services Branch Administrator	15.54	18.65	21.76
Aging Services Manager, Senior	22.96	27.55	32.14
Aging Services Program Manager	19.83	23.80	27.77
AIDS Program Manager	18.88	22.66	26.44
Alcohol/Drug Administrator	17.98	21.58	25.18
Alternative Community Services Manager	17.13	20.56	23.98
Animal Care Supervisor	14.10	16.92	19.74
Animal Control Manager	19.83	23.80	27.77
Animal Control Supervisor	14.10	16.92	19.74
Assessment Information Resources Manager	18.88	22.66	26.44
Assistant County Counsel 1	14.80	17.76	20.72
Assistant County Counsel 2	16.31	19.58	22.84
Assistant Health Officer	26.46	31.76	37.05
Assistant Health Services Manager	17.13	20.56	23.98
Assistant Social Services Manager	17.98	21.58	25.18
Benefits Administrator	17.13	21.56	23.98
Board of Equalization Admin.	12.79	15.35	17.90
Bridge Maintenance Administrator	16.31	19.58	22.84
Bridge Maintenance Supervisor	14.10	16.92	19.74
Bridge Operations Supervisor	9.54	11.45	13.36
Bridge Services Manager	18.88	22.66	26.44
Business Services Administrator	17.13	20.56	23.98
Cable Telecommunications Admin.	17.13	20.56	23.98
Captain	19.83	23.80	27.77
Cartography Supervisor	12.79	15.35	17.90
Case Management Supervisor	14.10	16.92	19.74
Chaplain	12.17	14.61	17.05
Chief Appraiser/Commercial	17.13	20.56	23.98
Chief Appraiser/Residential	17.13	20.56	23.98
Chief Assistant County Counsel	21.86	26.24	30.61
Chief Deputy/Sheriff's Office	22.96	27.55	32.14
Chief Deputy Medical Examiner	18.88	22.66	26.44
Childrens Clinical Services Admin.	17.13	20.56	23.98
Civil Process Supervisor	13.43	16.12	18.80
Commercial Property Appraiser Supv.	14.10	16.92	19.74
Community Action Program Admin.	16.31	19.58	22.84
Community Action Program Supervisor	14.10	16.92	18.80
Community Corr. Program Services Mgr.	18.88	22.66	26.44
Community Development Manager	19.83	23.80	27.77
Community Services Administrator	16.31	19.58	22.84
Computer Operations Administrator	15.54	18.65	21.76
Construction Projects Administrator	17.98	21.58	25.18
Contracts Administrator	15.54	18.65	21.76

**EXHIBIT A
EXEMPT SALARY RANGES**

Page 2

Corrections Counselor Supervisor	14.80	17.76	20.72
Corrections Health Manager	18.88	22.66	26.44
County Counsel	26.46	31.76	37.05
County Surveyor	16.31	19.58	22.84
Data Base Administrator	17.13	20.56	23.98
Data Control & Scheduling Supervisor	12.79	15.35	17.90
Data Systems Administrator	15.54	18.65	21.76
Data Systems Manager	17.13	20.56	23.98
Dental Health Officer	21.86	26.24	30.61
Dentist	20.56	22.27	23.98
Department Director, D.C.C.	26.46	31.76	37.05
Department Director, D.E.S.	26.46	31.76	37.05
Department Director, D.G.S.	26.46	31.76	37.05
Department Director, D.H.S.	26.46	31.76	37.05
Deputy Director, D.E.S.	19.83	23.80	27.77
Deputy District Attorney/Chief	22.96	27.55	32.14
Deputy District Attorney/First Asst.	0	0	0
Deputy Labor Relations Manager	17.98	21.58	25.18
Developmental Disabilities Admin.	15.54	18.65	21.76
Developmental Disabilities Manager	18.88	22.66	26.44
Direct Clinical Services Supervisor	15.54	18.65	21.76
D.A. Operations Manager	15.54	18.65	21.76
Elections Administrator	14.80	17.76	20.72
Elections Manager	19.83	23.80	27.77
Electrical Supervisor	14.80	17.76	20.72
Emergency Management Administrator	16.31	19.58	22.84
Emergency Medical Services Admin.	17.13	20.56	23.98
Employee Services Manager	19.83	23.80	27.77
Employee Services Specialist 1	12.17	14.61	17.05
Employee Services Specialist 2	14.10	16.92	19.74
Engineering Services Administrator	15.54	18.65	21.76
Engineering Services Manager	18.88	22.66	26.44
Environmental Health Administrator	17.13	20.56	23.98
Executive Assistant	0	0	0
Executive Assistant/Sheriff's Office	19.83	23.80	27.77
Expo Manager	19.83	23.80	27.77
Expo Operations Supervisor	14.10	16.92	19.74
Facilities Building Manager	17.13	20.56	23.98
Facilities Building Supervisor	14.10	16.92	19.74
Facilities Coordinator	11.60	13.92	16.24
Facilities Environmental Coord.	14.80	17.76	20.72
Facilities Maintenance Manager	18.88	22.66	26.44
Facilities Maintenance Supervisor	14.80	17.76	20.72
Facilities Manager, Senior	21.86	26.24	30.61
Facilities Refurbishment Manager	17.13	20.56	23.98
Fair/Expo Administrator	14.10	16.92	19.74
Family Services Manager	18.88	22.66	26.44
Finance Manager	19.83	23.80	27.77
Fiscal Specialist Supervisor	15.54	18.65	21.76
Fiscal Specialist/D.H.S.	14.10	16.92	19.74
Fleet & Electronics Manager	19.83	23.80	27.77
Fleet Maintenance Supervisor	14.80	17.76	20.72
General Accounting Administrator	17.13	20.56	23.98
Geographic Information Records Mgr.	18.88	22.66	26.44

**EXHIBIT A
EXEMPT SALARY RANGES**

Page 3

Health Officer	29.18	35.02	40.85
Health Operations Supervisor	11.60	13.92	16.24
Health Services Administrator	16.31	19.58	22.84
Health Services Manager	18.88	22.66	26.44
Health Services Manager, Senior	22.96	27.55	32.14
Health Supply Administrator	12.17	14.61	17.05
Information Services Manager, Senior	21.86	26.24	30.61
Information Systems Manager	18.88	22.66	26.44
Inmate Program Manager	20.83	25.00	29.16
Juvenile Counseling Services Manager	18.88	22.66	26.44
Juvenile Counselor Supervisor	14.80	17.76	20.72
Juvenile Detention Manager	18.88	22.66	26.44
Juvenile Justice Manager, Senior	21.86	26.24	30.61
Juvenile Justice Program Manager	17.13	20.56	23.98
Labor Relations Manager	18.88	22.66	26.44
Labor Relations Specialist	14.17	14.61	17.05
Laboratory Administrator	16.31	19.58	22.84
Laundry Supervisor	11.60	13.92	16.24
Law Clerk	11.60	13.92	16.24
Legislative/Administrative Secretary	0	0	0
Lieutenant	17.98	21.58	25.18
Litigation Counsel	20.83	25.00	29.16
Long Term Care Administrator	17.13	20.56	23.98
Loss Control Specialist	13.43	16.12	18.80
Major	20.83	25.00	29.16
Management Assistant, D.C.C.	17.13	20.56	23.98
Management Assistant, D.G.S.	17.13	20.56	23.98
Management Assistant, D.H.S.	17.98	21.58	25.18
Management Auditor 1	11.60	13.92	16.24
Management Auditor 2	13.43	16.12	18.80
MCSO Personnel Administrator	17.13	20.56	23.98
MCSO Planning & Fiscal Admin.	17.13	20.56	23.98
M.E.D. Program Manager	18.88	22.66	26.44
Office Automation Administrator	17.13	20.56	23.98
Office Manager/County Counsel	12.79	15.35	17.90
Operations Administrator	14.10	16.92	19.74
Operations Supervisor	11.60	13.92	16.24
Operations/Telecommunications Mgr.	18.88	22.66	26.44
Park Manager	19.83	23.80	27.77
Parks Maintenance Supervisor	14.80	17.76	20.72
Payroll Supervisor	15.54	18.65	21.76
Personal Property Appraiser Supv.	14.10	16.92	19.74
Pharmacist	17.76	19.24	20.72
Pharmacist Supervisor	19.58	21.21	22.84
Physician*	24.11	28.93	33.75
Planning Manager	19.83	23.80	27.77
Planning/Budget Administrator	16.31	19.58	22.84
Planning/Budget Manager	19.83	23.80	27.77
Planning/Budget Specialist	13.43	16.12	18.80
Probation Services Manager	19.83	23.80	27.77
Probation/Parole Supervisor	14.80	17.76	20.72
Property Management Supervisor	14.10	16.92	19.74
Public Affairs Coordinator	17.13	20.56	23.98
Public Guardian	16.31	19.58	22.84
Purchasing Agent	17.98	21.58	25.18
Purchasing Specialist Supervisor	14.80	17.76	20.72

**EXHIBIT A
EXEMPT SALARY RANGES**

Page 4

Records Administrator	16.31	19.58	22.84
Regional Park Supervisor	13.43	16.12	18.80
Residential Property Appraiser Supv.	14.10	16.92	19.74
Risk Manager	17.98	21.58	25.18
Road Maintenance Manager	18.88	22.66	26.44
Road Maintenance Supervisor	13.43	16.12	18.80
Safety Specialist/Transportation	13.43	16.12	18.80
Sheriff	26.46	31.76	37.05
Sheriff's Operations Administrator	14.10	16.92	19.74
Social Services Manager, Senior	22.96	27.55	32.14
Sr. Administrative Analyst	14.10	16.92	19.74
Sr. Assistant County Counsel	18.88	22.66	26.44
Sr. Data Analyst	14.10	16.92	19.74
Sr. Dentist	22.66	24.55	26.44
Sr. Employee Services Specialist	14.80	17.76	20.72
Sr. Fiscal Specialist	14.10	16.92	19.74
Sr. Management Auditor	14.10	16.92	19.74
Sr. Program Development Specialist	14.80	17.76	20.72
Staff Assistant	0	0	0
Staff Assistant/Sheriff's Office	14.10	16.92	19.74
Systems Administrator	17.13	20.56	23.98
Tax Collection Manager	18.88	22.66	26.44
Technical Support Manager	18.88	22.66	26.44
Telecommunications Administrator	17.13	20.56	23.98
Traffic Aids Manager	18.88	22.66	26.44
Traffic Aids Supervisor	13.43	16.12	18.80
Transportation Manager, Senior	22.96	27.55	32.14
Transportation Support Services Mgr.	17.98	21.58	25.18
Transportation Planning & Oper. Admin.	15.54	18.65	21.76
Transportation Planning & Oper. Supv.	14.80	17.76	20.72
Treasury Administrator	17.13	20.56	23.98
Undersheriff	22.96	27.55	32.14
Valuation Manager	20.83	25.00	29.16
Victim Services Administrator	15.54	18.65	21.76
Womens Transition Services Manager	17.13	20.56	23.98
Worker's Compensation Specialist	12.79	14.61	17.05
Youth Services Administrator	17.13	20.56	23.98

NOTE: Salary for elected officials' staff to be determined by respective elected official pursuant to Ord. 438 Section 4.B.

*Premium pay up to 10% over base salary when physician is assigned extra responsibilities for medical program.

32991/920ES2

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE No. _____

An ordinance adopting salary ranges for fiscal year 1990-91 for employees covered by the Exempt Classification/ Compensation Plan and repealing Ordinance No. 667.

Multnomah County ordains as follows:

Section I. Findings

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

(B) It is the County's policy to establish an Exempt Compensation Plan that provides such salaries and fringe benefits as necessary for the County to recruit, select, and retain qualified management, supervisory, administrative and professional employees; that recognizes employee performance, growth, and development; that maintains an appropriate internal relationship between classifications based on job responsibilities, qualifications, and authority; and that maintains parity between equivalent exempt and nonexempt positions.

(C) The Personnel Officer is responsible for developing and recommending compensation plan adjustment recommendations to the Multnomah County Board of Commissioners (hereinafter "Board").

1
2 (D) The County has reviewed and evaluated each exempt
3 position based on the position's required expertise, decision
4 making impact and independence, supervisory/management
5 responsibility, type and purpose of contacts with others, and
6 physical working conditions.

7 (E) A salary survey of comparable and competing
8 public employers was conducted to determine the County's
9 position in the relevant labor market.

10 (F) Taking into consideration the data development
11 through the job evaluation process and salary survey described
12 in (D) and (E) above, the County's pay policy line for exempt
13 classifications was established.

14 Section II. Adoption of Salary Ranges

15 (A) The job titles and salary ranges for exempt
16 employee classifications as shown in Exhibit A to this
17 Ordinance ("Exempt Salary Ranges Effective July 1, 1990") are
18 adopted.

19 (B) Except as provided in paragraphs (C) and (D) of
20 this section, adoption of this Ordinance shall not change the
21 salary range being paid any exempt employee on the effective
22 date of this Ordinance. "Exempt employee" under this Ordinance
23 covers only those persons in exempt positions as of the
24 effective date of this Ordinance.

25 (C) An exempt employee whose salary rate on the
26 effective date of this Ordinance is below the minimum rate
established for the employee's position by Exhibit A shall

1
2 receive an increase to the minimum hourly rate. The increase
3 shall take effect on the effective date of this Ordinance.

4 (D) An exempt employee whose salary rate as of July
5 1, 1990 was such that the employee was ineligible for all or
6 part of the three percent (3%) FY 90-91 rate adjustment under
7 Ordinance 438, Section 7 (c) (anniversary date salary
8 adjustment), shall be eligible for that anniversary adjustment,
9 retroactively, if the maximum rate for the position under
10 Exhibit A is greater than the previously established maximum.

11 (E) An exempt employee whose salary rate on the
12 effective date of the Ordinance exceeds the applicable maximum
13 established by Exhibit A shall remain at the current rate until
14 the maximum for the range is increased by the Board of County
15 Commissioners.

16 (F) No exempt employee shall be reduced in pay as a
17 result of the implementation of this Ordinance.

18 Section III. New or Revised Classifications

19 When exempt classifications are established or
20 substantially revised, the Personnel Officer shall recommend
21 compensation plan adjustments to the Board which are consistent
22 with the County's pay policy line for exempt classifications
23 adopted by this Ordinance.
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Section IV. Repeal of Ordinance No. 667

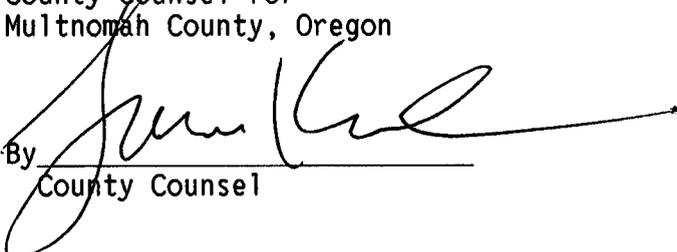
Ordinance No. 667 is hereby repealed.

ADOPTED this _____ day of _____,
1991, being the date of its second reading before the Board of
County Commissioners of Multnomah County.

By _____
GLADYS McCOY
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By  _____
County Counsel

1052ES2

EXHIBIT A
EXEMPT SALARY RANGES
EFFECTIVE JULY 1, 1990

<u>Job Title</u>	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
A & T Manager, Senior	22.96	27.55	32.14
AA/EEO Officer	16.31	19.58	22.84
Accounts Payable Supervisor	15.54	18.65	21.76
Administrative Analyst	12.79	15.35	17.90
Administrative Services Manager	19.83	23.80	27.77
Administrative Services Officer	16.31	19.58	22.84
Adult Housing Administrator	15.54	18.65	21.76
Aging Services Branch Administrator	15.54	18.65	21.76
Aging Services Manager, Senior	22.96	27.55	32.14
Aging Services Program Manager	19.83	23.80	27.77
AIDS Program Manager	18.88	22.66	26.44
Alcohol/Drug Administrator	17.98	21.58	25.18
Alternative Community Services Manager	17.13	20.56	23.98
Animal Care Supervisor	14.10	16.92	19.74
Animal Control Manager	19.83	23.80	27.77
Animal Control Supervisor	14.10	16.92	19.74
Assessment Information Resources Manager	18.88	22.66	26.44
Assistant County Counsel 1	14.80	17.76	20.72
Assistant County Counsel 2	16.31	19.58	22.84
Assistant Health Officer	26.46	31.76	37.05
Assistant Health Services Manager	17.13	20.56	23.98
Assistant Social Services Manager	17.98	21.58	25.18
Benefits Administrator	17.13	21.56	23.98
Board of Equalization Admin.	12.79	15.35	17.90
Bridge Maintenance Administrator	16.31	19.58	22.84
Bridge Maintenance Supervisor	14.10	16.92	19.74
Bridge Operations Supervisor	9.54	11.45	13.36
Bridge Services Manager	18.88	22.66	26.44
Business Services Administrator	17.13	20.56	23.98
Cable Telecommunications Admin.	17.13	20.56	23.98
Captain	19.83	23.80	27.77
Cartography Supervisor	12.79	15.35	17.90
Case Management Supervisor	14.10	16.92	19.74
Chaplain	12.17	14.61	17.05
Chief Appraiser/Commercial	17.13	20.56	23.98
Chief Appraiser/Residential	17.13	20.56	23.98
Chief Assistant County Counsel	21.86	26.24	30.61
Chief Deputy/Sheriff's Office	22.96	27.55	32.14
Chief Deputy Medical Examiner	18.88	22.66	26.44
Childrens Clinical Services Admin.	17.13	20.56	23.98
Childrens M.H. Partner's Proj. Supv.	15.54	18.65	21.76
Civil Process Supervisor	13.43	16.12	18.80
Commercial Property Appraiser Supv.	14.10	16.92	19.74
Community Action Program Admin.	16.31	19.58	22.84
Community Action Program Supervisor	14.10	16.92	19.74
Community Corr. Program Services Mgr.	18.88	22.66	26.44
Community Development Manager	19.83	23.80	27.77
Community Services Administrator	16.31	19.58	22.84
Computer Operations Administrator	15.54	18.65	21.76
Construction Projects Administrator	17.98	21.58	25.18
Contracts Administrator	15.54	18.65	21.76

EXHIBIT A
EXEMPT SALARY RANGES

Page 2

Corrections Counselor Supervisor	14.80	17.76	20.72
Corrections Health Manager	18.88	22.66	26.44
County Counsel	26.46	31.76	37.05
County Surveyor	16.31	19.58	22.84
Data Base Administrator	17.13	20.56	23.98
Data Control & Scheduling Supervisor	12.79	15.35	17.90
Data Systems Administrator	15.54	18.65	21.76
Data Systems Manager	17.13	20.56	23.98
Dental Health Officer	21.86	26.24	30.61
Dentist	20.56	22.27	23.98
Department Director, D.C.C.	26.46	31.76	37.05
Department Director, D.E.S.	26.46	31.76	37.05
Department Director, D.G.S.	26.46	31.76	37.05
Department Director, D.H.S.	26.46	31.76	37.05
Deputy Director, D.E.S.	19.83	23.80	27.77
Deputy District Attorney/Chief	22.96	27.55	32.14
Deputy District Attorney/First Asst.	0	0	0
Deputy Labor Relations Manager	17.98	21.58	25.18
Developmental Disabilities Admin.	15.54	18.65	21.76
Developmental Disabilities Manager	18.88	22.66	26.44
Direct Clinical Services Supervisor	15.54	18.65	21.76
D.A. Operations Manager	15.54	18.65	21.76
Elections Administrator	14.80	17.76	20.72
Elections Manager	19.83	23.80	27.77
Electrical Supervisor	14.80	17.76	20.72
Emergency Management Administrator	16.31	19.58	22.84
Emergency Medical Services Admin.	17.13	20.56	23.98
Employee Services Manager	19.83	23.80	27.77
Employee Services Specialist 1	12.17	14.61	17.05
Employee Services Specialist 2	14.10	16.92	19.74
Engineering Services Administrator	15.54	18.65	21.76
Engineering Services Manager	18.88	22.66	26.44
Environmental Health Administrator	17.13	20.56	23.98
Executive Assistant	0	0	0
Executive Assistant/Sheriff's Office	19.83	23.80	27.77
Expo Manager	19.83	23.80	27.77
Expo Operations Supervisor	14.10	16.92	19.74
Facilities Building Manager	17.13	20.56	23.98
Facilities Building Supervisor	14.10	16.92	19.74
Facilities Coordinator	11.60	13.92	16.24
Facilities Environmental Coord.	14.80	17.76	20.72
Facilities Maintenance Manager	18.88	22.66	26.44
Facilities Maintenance Supervisor	14.80	17.76	20.72
Facilities Manager, Senior	21.86	26.24	30.61
Facilities Refurbishment Manager	17.13	20.56	23.98
Fair/Expo Administrator	14.10	16.92	19.74
Family Services Manager	18.88	22.66	26.44
Finance Manager	19.83	23.80	27.77
Fiscal Specialist Supervisor	15.54	18.65	21.76
Fiscal Specialist/D.H.S.	14.10	16.92	19.74
Fleet & Electronics Manager	19.83	23.80	27.77
Fleet Maintenance Supervisor	14.80	17.76	20.72
General Accounting Administrator	17.13	20.56	23.98
Geographic Information Records Mgr.	18.88	22.66	26.44

EXHIBIT A
EXEMPT SALARY RANGES
Page 3

Health Officer	29.18	35.02	40.85
Health Operations Supervisor	11.60	13.92	16.24
Health Services Administrator	16.31	19.58	22.84
Health Services Manager	19.83	23.80	27.77
Health Services Manager, Senior	22.96	27.55	32.14
Health Supply Administrator	12.17	14.61	17.05
Information Services Manager, Senior	21.86	26.24	30.61
Information Systems Manager	18.88	22.66	26.44
Inmate Program Manager	20.83	25.00	29.16
Juvenile Counseling Services Manager	18.88	22.66	26.44
Juvenile Counselor Supervisor	14.80	17.76	20.72
Juvenile Detention Manager	18.88	22.66	26.44
Juvenile Justice Manager, Senior	21.86	26.24	30.61
Juvenile Justice Program Manager	17.13	20.56	23.98
Labor Relations Manager	18.88	22.66	26.44
Labor Relations Specialist	12.17	14.61	17.05
Laboratory Administrator	16.31	19.58	22.84
Laundry Supervisor	11.60	13.92	16.24
Law Clerk	11.60	13.92	16.24
Legislative/Administrative Secretary	0	0	0
Lieutenant	17.98	21.58	25.18
Litigation Counsel	20.83	25.00	29.16
Long Term Care Administrator	17.13	20.56	23.98
Loss Control Specialist	13.43	16.12	18.80
Major	20.83	25.00	29.16
Management Assistant, D.C.C.	17.13	20.56	23.98
Management Assistant, D.G.S.	17.13	20.56	23.98
Management Assistant, D.H.S.	17.98	21.58	25.18
Management Auditor 1	11.60	13.92	16.24
Management Auditor 2	12.79	15.35	17.90
MCSO Personnel Administrator	17.13	20.56	23.98
MCSO Planning & Fiscal Admin.	17.13	20.56	23.98
M.E.D. Program Manager	18.88	22.66	26.44
Office Automation Administrator	17.13	20.56	23.98
Office Manager/County Counsel	12.79	15.35	17.90
Operations Administrator	14.10	16.92	19.74
Operations Supervisor	11.60	13.92	16.24
Operations/Telecommunications Mgr.	18.88	22.66	26.44
Park Manager	19.83	23.80	27.77
Parks Maintenance Supervisor	14.80	17.76	20.72
Payroll Supervisor	15.54	18.65	21.76
Personal Property Appraiser Supv.	14.10	16.92	19.74
Pharmacist	17.76	19.24	20.72
Pharmacist Supervisor	19.58	21.21	22.84
Physician*	24.11	28.93	33.75
Planning Manager	19.83	23.80	27.77
Planning/Budget Administrator	16.31	19.58	22.84
Planning/Budget Manager	19.83	23.80	27.77
Planning/Budget Specialist	13.43	16.12	18.80
Probation Services Manager	19.83	23.80	27.77
Probation/Parole Supervisor	14.80	17.76	20.72
Property Management Supervisor	14.10	16.92	19.74
Public Affairs Coordinator	17.13	20.56	23.98
Public Guardian	16.31	19.58	22.84
Purchasing Agent	17.98	21.58	25.18
Purchasing Specialist Supervisor	14.80	17.76	20.72

EXHIBIT A
EXEMPT SALARY RANGES

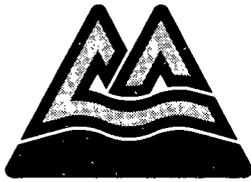
Page 4

Records Administrator	16.31	19.58	22.84
Regional Drug Initiative Prog. Supv.	14.80	17.76	20.72
Regional Park Supervisor	13.43	16.12	18.80
Residential Property Appraiser Supv.	14.10	16.92	19.74
Risk Manager	17.98	21.58	25.18
Road Maintenance Manager	18.88	22.66	26.44
Road Maintenance Supervisor	13.43	16.12	18.80
Safety Specialist/Transportation	13.43	16.12	18.80
Sheriff	26.46	31.76	37.05
Sheriff's Operations Administrator	14.10	16.92	19.74
Social Services Manager, Senior	22.96	27.55	32.14
Sr. Administrative Analyst	14.10	16.92	19.74
Sr. Assistant County Counsel	18.88	22.66	26.44
Sr. Data Analyst	14.10	16.92	19.74
Sr. Dentist	22.66	24.55	26.44
Sr. Employee Services Specialist	14.80	17.76	20.72
Sr. Fiscal Specialist	14.10	16.92	19.74
Sr. Management Auditor	14.10	16.92	19.74
Sr. Program Development Specialist	14.80	17.76	20.72
Staff Assistant	0	0	0
Staff Assistant/Sheriff's Office	14.10	16.92	19.74
Systems Administrator	17.13	20.56	23.98
Tax Collection Manager	18.88	22.66	26.44
Technical Support Manager	18.88	22.66	26.44
Telecommunications Administrator	17.13	20.56	23.98
Traffic Aids Manager	18.88	22.66	26.44
Traffic Aids Supervisor	13.43	16.12	18.80
Transportation Manager, Senior	22.96	27.55	32.14
Transportation Support Services Mgr.	17.98	21.58	25.18
Transportation Planning & Oper. Admin.	15.54	18.65	21.76
Transportation Planning & Oper. Supv.	14.80	17.76	20.72
Treasury Administrator	17.13	20.56	23.98
Undersheriff	22.96	27.55	32.14
Valuation Manager	20.83	25.00	29.16
Victim Services Administrator	15.54	18.65	21.76
Womens Transition Services Manager	17.13	20.56	23.98
Worker's Compensation Specialist	12.79	15.35	17.90
Youth Services Administrator	17.13	20.56	23.98

NOTE: Salary for elected officials' staff to be determined by respective elected official pursuant to Ord. 438 Section 4.B.

*Premium pay up to 10% over base salary when physician is assigned extra responsibilities for medical program.

40391/920ES2



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
 GLADYS McCOY
 PAULINE ANDERSON
 GARY HANSEN
 RICK BAUMAN
 SHARRON KELLEY

DEPARTMENT OF GENERAL SERVICES
 PORTLAND BUILDING
 1120 SW FIFTH, 14TH FLOOR
 PORTLAND, OR 97204-1934

OFFICE OF THE DIRECTOR (503) 248-3303
 EMPLOYEE SERVICES (503) 248-5015
 FINANCE (503) 248-3312
 LABOR RELATIONS (503) 248-5135

AT OTHER LOCATIONS:

ADMINISTRATIVE SERVICES (503) 248-5111
 ASSESSMENT & TAXATION (503) 248-3345
 ELECTIONS (503) 248-3720
 INFORMATION SERVICES (503) 248-3749

MEMORANDUM

TO: Board of County Commissioners

FROM: Curtis Smith, Director
Employee Services Division

DATE: April 11, 1991

SUBJECT: List of Exempt Classes Under Minimum of New Range

The following are the classifications, and number of employees, which make up the cost of implementing the Exempt Compensation Ordinance.

<u>Title</u>	<u>Number</u>
Administrative Analyst	3
Case Management Supervisor	7
Assistant County Counsel 1	1
Administrative Services Officer	1
Community Development Manager	1
Operations Supervisor	3
Employee Services Analyst 1	2
Fair/Expo Administrator	1
Data Systems Administrator	1
Chaplain	2
General Accounting Administrator	1
Health Services Administrator	1
Labor Relations Specialist	1
Total Number	<u>25</u>

Amendments to Section II of the ordinance on
classification/compensation for exempt employees

1. Section II(A) (page 2, line 17)

Add the following sentence:

"Notwithstanding adoption of these ranges, or the provisions of this or any other previously adopted ordinance, there shall be no cost of living adjustment (COLA) granted to exempt employees during fiscal year 1991-92."

2. Section II(B) (page 2, line 21)

change the word "range" to "rate".

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR April 11, 1991
(Date)

DEPARTMENT General Services DIVISION Information Services
CONTACT Jim Munz TELEPHONE 248-3749

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

Budget Modification Transferring Salary Savings in Information Services to Professional Services and Requesting Use of General Fund Contingency for Professional Services in the Assessment & Taxation Division.

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

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This budget modification transfers salary savings in the Data Processing Fund to Professional Services. It also proposes the use of General Fund Contingency for Professional Services in Assessment & Taxation.

The implementation of Ballot Measure 5 will require significant reprogramming of the computer systems which support the assessment of real property, collection of property taxes and distribution of those taxes. These funds will be used to contract for additional staff this fiscal year to support this temporary fluctuation in workload.

The total estimated cost of this work is \$288,000 - half of which will be funded by salary savings in the Data Processing Fund; and half to be funded from the General Fund Contingency.

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

N/A

4. CONTINGENCY STATUS (to be completed by Planning & Budget)

GENERAL Fund Contingency before this modification (as of 4/5/91) \$ 1,637,918
After this modification \$ 1,492,918

BOARD OF COUNTY COMMISSIONERS
1991 APR -5 PM 3:36
MULTNOMAH COUNTY
OREGON

Originated By	Date	Department Director	Date
		<i>[Signature]</i>	<u>4/5/91</u>
Budget Analyst	Date	Employee Services	Date
<i>[Signature]</i>	<u>4-5-91</u>		
Board Approval	Date		
<i>[Signature]</i>	<u>4/11/91</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)	Subtotal	Description
		301	040	7940			5100	882,345	739,345	(143,000)		Permanent
		301	040	7940			6110	15,000	158,000	143,000		Professional Services
		100	040	7566			6110	33,220	178,220	145,000		Professional Services
		100	045	9120			7700			(145,000)		Contingency
TOTAL EXPENDITURE CHANGE										0		

REVENUE

TRANSACTION EB GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD ____ BUDGET FY ____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
TOTAL REVENUE CHANGE										0		

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. DGS #72. Amount requested from General Fund Contingency: \$ 144,000

3. Summary of request:

Covers cost of reprogramming to implement Measure 5.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? NO If so, when? _____
If so, what were the circumstances of its denial?

5. Why was this expenditure not included in the annual budget process?

Not anticipated.

6. What efforts have been made to identify funds from another source within the Department, to cover this expenditure? Why are no other Departmental sources of funds available?

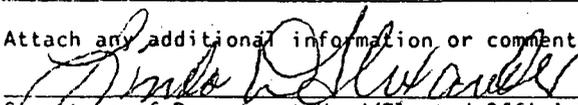
General Fund salary savings within Assessment & Taxation could also be used to offset the cost.

7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

8. This request is for a (Quarterly _____, Emergency XX) review.

9. FOR EMERGENCY REQUESTS ONLY: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.

10. Attach any additional information or comments you feel helpful.


Signature of Department Head/Elected Official

4/15/91
Date

BUDGET MODIFICATION NO. DGS # 7

(For Clerk's Use) Meeting Date: APR 11 1991
Agenda No. _____

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR Apr. 11, 1991
(Date)

DEPARTMENT DGS DIVISION ISD

CONTACT Jim Munz TELEPHONE 248-3749

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Jim Munz

SUGGESTED

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

Budget modification transferring funds from ~~salary savings~~ General Fund Contingency to professional services in the ISD and the A&T Division budgets.

(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 budget modification transfers money from ~~salary savings~~ General Fund Contingency to professional services in the Information Services Division budget and in Assessment and Taxation Division budget. The implementation of ballot measure 5 will require significant reprogramming of the computer systems which support the assessment of real property, the collection of property taxes and the distribution of those taxes. These funds will be used to contract for additional staff this fiscal year to support this temporary fluctuation in workload.

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

BOARD OF
COUNTY COMMISSIONERS
MILTONIUM COUNTY
OREGON
1991 APR - 2 AM 9:22

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

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

Originated By	Date	Department Director	Date
		<i>Linda Alexander</i> ^{bs}	
Finance/Budget	Date	Employee Relations	Date
<i>J. Mark Campbell</i>	<i>3-29-91</i>	<i>Ronald H. Winkley</i>	<i>4/1/91</i>
Board Approval		Date	



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
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DEPARTMENT OF GENERAL SERVICES
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OFFICE OF THE DIRECTOR
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(503) 248-3883

AT OTHER LOCATIONS:

ADMINISTRATIVE SERVICES (503) 248-5111
ASSESSMENT & TAXATION (503) 248-3345
ELECTIONS (503) 248-3720
INFORMATION SERVICES (503) 248-3749

MEMORANDUM

DATE: April 1, 1991

TO: Gladys McCoy
Chair, Board of County Commissioners

FROM: J. Mark Campbell, Budget Analyst *mark*

RE: Budget Modification - DGS #7

Next week the Board of County Commissioners will be asked to approve the attached budget modification. **DGS #7** proposes the use of ~~salary savings~~ in the Information Services and Assessment & Taxation divisions to provide for reprogramming of the County's computer systems necessitated by passage of Measure 5.

If approved this budget modification will transfer **\$145,000** from General Fund salary savings to the Professional Services line item. It should be noted that these savings have already been calculated as part of next year's BWC in the FY 91-92 Proposed Budget.

However, it is also critical that the work proposed by DGS #7 is completed prior to the beginning of the tax billing cycle. The proposed transfer will enable ISD to contract for additional staff to work solely on the Assessment & Taxation systems. The total estimated cost of completing this work is **\$288,000** - of which half will be paid for from the Data Processing Fund.

Within the next two weeks we will be reviewing expenditure projections based on the first three quarters of FY 90-91. I will continue to monitor the overall level of savings in DGS, with particular attention to Assessment & Taxation. I will keep you informed if my projections indicate this action will have a negative impact on the anticipated level of BWC in the General Fund.

cc: Linda Alexander
Dave Warren