

# **ANNOTATED MINUTES**

Tuesday, May 29, 1990 - 9:30 AM  
Multnomah County Courthouse, Room 602

## **PLANNING ITEM**

*Chair Gladys McCoy convened the meeting at 9:35 a.m., with Commissioners Pauline Anderson, Rick Bauman and Sharron Kelley present, and Vice-Chair Gretchen Kafoury excused.*

1. Review Final Conditions, Findings and Order in the Case of PD 1-90 (A Proposed Manufactured Home Park at SE 136th & Holgate) (continued from 5/22/90)

**PLANNER BOB HALL EXPLANATION AND RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER BAUMAN, FINAL ORDER 90-82 IN THE MATTER OF THE REVIEW OF THE PLANNING COMMISSION DECISIONS WHICH DENIED "ASPEN MEADOWS", A MANUFACTURED HOME PLANNED DEVELOPMENT AND ZONE CHANGE (ZC 1-90/PD 1-90) WAS UNANIMOUSLY APPROVED.**

*The planning meeting adjourned at 9:50 a.m. and the briefing convened at 9:51 a.m.*

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Tuesday, May 29, 1990 - 9:45 AM  
Multnomah County Courthouse, Room 602

## **INFORMAL BRIEFINGS**

2. County Chair Gladys McCoy's 3rd Quarter Executive Management Report and special program updates from Department Managers and the County Sheriff.

**GLADYS MCCOY, GARY WALKER, SHARON TIMKO, LINDA ALEXANDER, DUANE ZUSSY, BILL THOMAS, PAUL YARBOROUGH, GRANT NELSON AND CARY HARKAWAY**

**PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. BOARD TO SUBMIT EVALUATION OF QUARTERLY EXECUTIVE MANAGEMENT REPORT TO CHAIR.**

3. *Briefing by DHS regarding potential impact on Multnomah County services of Portland School District's drug policy. Presented By Duane Zussy, Hal Ogburn, Norma Jaeger and Dr. Marilyn Richen.*

**DUANE ZUSSY, NORMA JAEGER, HAL OGBURN AND DR. MARILYN RICHEN PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. DHS STAFF DIRECTED TO SCHEDULE A JOINT MEETING WITH COUNTY BOARD AND PORTLAND PUBLIC SCHOOL BOARD.**

*There being no further business, the briefing adjourned at 12:25 p.m.*

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Tuesday, May 29, 1990 - 1:30 PM  
Multnomah County Courthouse, Room 602

**INFORMAL**

*Chair Gladys McCoy convened the meeting at 1:35 p.m., with Commissioners Pauline Anderson and Sharron Kelley present, Vice-Chair Gretchen Kafoury excused, and Commissioner Rick Bauman arriving at 2:25 p.m.*

4. *Briefing on Impact of Legislative Emergency Board's deferral of Action on the Youth Gang Package - Presented by Fred Neal and Duane Zussy, Hal Ogburn, Judge Linda Bergman, Howard Klink and North/Northeast Youth Gangs Task Force Chair Sharon McCormack.*

**FRED NEAL, DUANE ZUSSY, JUDGE LINDA BERGMAN, HAL OGBURN, SHARON MCCORMACK AND HOWARD KLINK PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. REPRESENTATIVE MIKE BURTON, SENATOR SHIRLEY GOLD, REPRESENTATIVE BEVERLY STEIN AND REPRESENTATIVE MARGARET CARTER DISCUSSED ISSUES WITH BOARD AND ASKED COUNTY TO PROVIDE THEM WITH PRIORITIZED PROGRAMS AND DOLLAR**

**AMOUNT REQUIRED FOR INTERIM FUNDING. MR. ZUSSY AND MR. OGBURN DISCUSSED NEED FOR ADDITIONAL STAFFING OF JUVENILE DETENTION FACILITY AND PROVIDED OPTIONS FOR MEETING SAME. BOARD CONSENSUS SCHEDULING WORK SESSION ON JUVENILE JUSTICE DIVISION BUDGET REBALANCING FOR THURSDAY, JUNE 7, 1990, IMMEDIATELY FOLLOWING FORMAL BOARD MEETING.**

*The meeting recessed at 2:55 p.m. and reconvened at 3:00 p.m.*

5. *Informal Review of Formal Agenda of May 31, 1990.*

**R-2 BOARD DIRECTED THAT THEY BE PROVIDED WITH FIGURES IN CONNECTION WITH BED DAYS AND TRANSPORTATION COST SAVINGS DUE TO VIDEO ARRAIGNMENT SERVICES.**

**R-16 PATRICIA SHAW ADVISED THERE MAY BE TWO RESOLUTIONS FOR BOARD CONSIDERATION ON THURSDAY.**

*There being no further business, the meeting was adjourned at 3:40 p.m.*

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Thursday, May 31, 1990 - 9:30 AM  
Multnomah County Courthouse, Room 602

**FORMAL MEETING**

*Chair Gladys McCoy convened the meeting at 9:35 a.m., with Commissioners Pauline Anderson, Rick Bauman and Sharron Kelley present, and Vice-Chair Gretchen Kafoury excused.*

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

**UNANIMOUS CONSENT ITEM**

Budget Modification NOND #12 Authorizing Transfer of \$26,000 from General Fund Contingency to the Chair's Office Budget (County Supplement 6050) to be Disbursed to the Burnside Community Council for the Purpose of Funding Payroll and Related Payroll Taxes of the West Women's Hotel and Baloney Joes

***COMMISSIONER BAUMAN EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER ANDERSON BUDGET MODIFICATION NOND #12 WAS UNANIMOUSLY APPROVED.***

### **CONSENT CALENDAR**

C-1 In the Matter of Awards Presentation by Bill Lewis for Social Security Administration, to June Schumann and Laurie Olson for their work on Supplemental Security Income Outreach in the Department of Human Services, Aging Services Division

***BILL LEWIS PRESENTATION AND RECOGNITION OF AWARDS TO JUNE SCHUMANN AND LAURIE OLSON. BOARD ACKNOWLEDGEMENT AND APPRECIATION.***

### **NON-DEPARTMENTAL**

Public Hearing for Justice Facilities Proposals

***DUANE ZUSSY, PAUL YARBOROUGH AND LINDA ALEXANDER PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS. TOM CINCIK WRITTEN AND ORAL TESTIMONY IN OPPOSITION TO CONSTRUCTION OF A NEW JUVENILE FACILITY BEFORE ADDRESSING CERTAIN HEALTH AND EDUCATION RELATED SERVICES TO INCARCERATED YOUTH AND RESPONSE TO BOARD QUESTIONS AND COMMENTS. JUDGE STEVEN HAROLD TESTIMONY IN SUPPORT OF CONSTRUCTION OF A NEW JUVENILE FACILITY. TERI DUFFY REPORTED FUTURE PUBLIC HEARINGS ARE SCHEDULED FOR JUNE 14, JUNE 18, JUNE 26 AND JUNE 28 AT TIMES AND LOCATIONS TO BE PUBLISHED.***



*The meeting recessed at 10:50 a.m. and reconvened at 11:00 a.m.*

**DEPARTMENT OF GENERAL SERVICES**

- R-1 Resolution In the Matter of the Issuance of Short-Term Promissory Notes (Tax Anticipation Notes, Series 1990) in the Amount of Not to Exceed \$9,000,000 for the Purpose of Meeting Current Expenses of the County for the 1990-1991 Fiscal Year

***UPON MOTION OF COMMISSIONER BAUMAN,  
SECONDED BY COMMISSIONER KELLEY,  
RESOLUTION 90-83 WAS UNANIMOUSLY  
APPROVED.***

**DEPARTMENT OF JUSTICE SERVICES**

- R-3 In the Matter of Ratification of an Intergovernmental Agreement between Multnomah County, Women's Transition Services and the Housing Authority of Portland to provide permanent subsidized housing for participants in the Alcohol & Drug Abuse Prenatal Treatment program

***UPON MOTION OF COMMISSIONER ANDERSON,  
SECONDED BY COMMISSIONER KELLEY, R-3  
WAS UNANIMOUSLY APPROVED.***

**NON-DEPARTMENTAL**

- R-4 In the Matter of Ratification of an Intergovernmental Agreement between Multnomah County, Sheriff's Office, Enforcement Branch and U.S. Department of Energy, Bonneville Power Administration, to continue to the lease of Biddle Butte property microwave radio station site

***UPON MOTION OF COMMISSIONER KELLEY,  
SECONDED BY COMMISSIONER BAUMAN, R-4  
WAS UNANIMOUSLY APPROVED.***

- R-5 Budget Modification MSCO #5 Requesting Authorization to transfer \$3,500 from Materials & Supplies to (6230) to Capital Equipment (8400) in River Patrol to allow for the purchase of a flat-bottom boat

**COMMISSIONER KELLEY MOVED, SECONDED BY COMMISSIONER ANDERSON, APPROVAL OF R-5. SGT. CURTIS HANSON EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

- R-6 Notice of Intent for the District Attorney to apply for Anti-Drug State Formula funds for overtime and informant activities by the Regional Organized Crime and Narcotics Task Force

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

- R-7 Notice of Intent for the District Attorney to apply for a Bureau of Justice Assistance grant for Regional Organized Crime and Narcotics Task Force activities

**UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, R-7 WAS UNANIMOUSLY APPROVED.**

- R-8 Notice of Intent for the District Attorney to apply for a Bureau of Justice Assistance grant for Financial Investigation Unit assigned to Regional Organized Crime and Narcotics Task Force

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

#### **DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-9 Resolution In the Matter of Supporting Continued Governmental Coordination in Addressing Parks and Natural Areas

**COMMISSIONER ANDERSON MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-9. CHARLES CIECKO EXPLANATION AND RESPONSE TO BOARD QUESTIONS. RESOLUTION 90-84 UNANIMOUSLY APPROVED.**

#### **DEPARTMENT OF GENERAL SERVICES**

- R-2 In the Matter of Ratification of an Intergovernmental Agreement between Multnomah County and the State of Oregon, Department of Corrections, for the video arraignment service provided between the Justice Center and the Oregon State Corrections Institute and Oregon State Penitentiary in Salem

***STEVE TILLINGHAST EXPLANATION IN RESPONSE TO QUESTION OF COMMISSIONER ANDERSON, ADVISING THERE WERE NO COST SAVINGS RELATIVE TO TRANSPORTATION, BUT THERE ARE SPACE SAVINGS RELATIVE TO BED DAYS AS A RESULT OF THIS SERVICE. COMMISSIONER KELLEY COMMENTS IN SUPPORT OF PROGRAM. UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, R-2 WAS UNANIMOUSLY APPROVED.***

#### **DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-10 In the Matter of Ratification of an Intergovernmental Agreement between Multnomah County and the City of Seattle to lease specialized equipment to complete mechanical renovation on the Broadway Bridge

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

- R-11 In the Matter of Ratification of an Intergovernmental Agreement between Multnomah County and the State of Oregon, Department of Transportation, Highway Division, for the improvement of 181st to arterial standards between Sandy Blvd. and I-84 in the vicinity of the new US Bancorp data processing site

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

#### **DEPARTMENT OF HUMAN SERVICES**

- R-12 In the Matter of Ratification of an Intergovernmental Agreement between Multnomah County, Developmental Disabilities Program Office and Oregon Health Sciences University transferring a client from Cokely-Johnson Vocational Services to OHSU

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

- R-13      In the Matter of Ratification of an Intergovernmental Agreement between Multnomah County, Social Services Division and the City of Portland Parks and Recreation to revise original contract to include \$2,500

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

- R-14      Resolution In the matter of an Intergovernmental Agreement with the State of Oregon Regarding the Transfer of the Disabled and Elderly

***DUANE ZUSSY EXPLANATION. LAURIE SITTON  
TESTIMONY IN SUPPORT. UPON MOTION OF  
COMMISSIONER KELLEY, SECONDED BY  
COMMISSIONER ANDERSON, RESOLUTION 90-85  
WAS UNANIMOUSLY APPROVED.***

#### **ORDINANCES - DEPARTMENT OF HUMAN SERVICES**

- R-15      Second Reading and Possible Adoption of an Ordinance Adopting a New Emergency Medical Services Code and Repealing MCC Chapter 6.31 and Declaring an Emergency

***ORDINANCE READ BY TITLE ONLY. COPIES  
AVAILABLE. COMMISSIONER BAUMAN MOVED  
AND COMMISSIONER KELLEY SECONDED,  
APPROVAL OF SECOND READING AND  
ADOPTION. JOE ACKER RESPONSE TO BOARD  
QUESTIONS AND DISCUSSION. MR. ACKER  
ADVISED HE IS MEETING WITH THE PROVIDERS  
REGARDING USER FEES AND WILL REPORT  
BACK TO THE BOARD AFTER JULY 12.  
ORDINANCE 652 UNANIMOUSLY APPROVED.***

#### **DEPARTMENT OF GENERAL SERVICES**

- R-16      Resolution in the Matter of Authorizing Issuance of Certificates of Participation

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER ANDERSON, R-16 WAS UNANIMOUSLY TABLED. PAUL YARBOROUGH RESPONSE TO BOARD QUESTIONS.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-17      Appointment of Task Force to Develop Solicitation for Offers to Purchase Edgefield Property (Continued from May 24, 1990)

**COUNTY COUNSEL JOHN DuBAY AND PAUL YARBOROUGH EXPLANATION AND RESPONSE TO BOARD QUESTIONS. FOLLOWING DISCUSSION AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER ANDERSON, IT WAS APPROVED THAT THE TASK FORCE MEMBERSHIP BE EXPANDED TO SEVEN, WITH COMMISSIONERS ANDERSON, BAUMAN AND KELLEY VOTING AYE, AND COMMISSIONER McCOY VOTING NO. UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER ANDERSON, THE APPOINTMENTS WERE UNANIMOUSLY CONTINUED TO THURSDAY, JUNE 7, 1990.**

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

**DEPARTMENT OF JUSTICE SERVICES**

- R-18      In the Matter of Ratification of an Intergovernmental Agreement between the City of Portland and Multnomah County for the Purpose of Paying Multnomah County for Providing a Trained Crew Leader and Alternative Community Service Crews to Work in Areas Maintained by the Bureau of Parks and Recreation

**GRANT NELSON EXPLANATION. UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, THE AGREEMENT WAS UNANIMOUSLY APPROVED.**

*There being no further business, the meeting was adjourned at 11:50 a.m.*

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Thursday, May 31, 1990 - 1:30 PM  
Multnomah County Courthouse, Room 602

**EXECUTIVE SESSION**

*Chair Gladys McCoy convened the meeting at 1:35 p.m., with Commissioners Pauline Anderson, Rick Bauman and Sharron Kelley present, and Vice-Chair Gretchen Kafoury excused.*

The Multnomah County Board of Commissioners will meet in Executive Session pursuant to ORS 192.660(2) for the purpose of discussing labor negotiations

***EXECUTIVE SESSION DISCUSSION WITH KEN UPTONHELD. NO DECISIONS MADE.***

*There being no further business, the meeting was adjourned at 2:15 p.m.*

OFFICE OF THE BOARD CLERK  
FOR MULTNOMAH COUNTY, OREGON

**Deborah L. Bogstad**

Deborah L. Bogstad



# MULTNOMAH COUNTY OREGON

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

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

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

#### FOR THE WEEK OF

May 28 - June 1, 1990

Tuesday, May 29, 1990 - 9:30 AM - Planning Items . . . . Page 2  
Tuesday, May 29, 1990 - 9:45 AM - Informal Briefings . . Page 2  
Tuesday, May 29, 1990 - 1:30 PM - Informal Meeting . . . Page 2  
Thursday, May 31, 1990 - 9:30 AM - Formal Meeting. . . . Page 3

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

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

Tuesday, May 29, 1990 - 9:30 AM

Multnomah County Courthouse, Room 602

PLANNING ITEM

1. Review Final Conditions, Findings and Order in the Case of PD 1-90 (A Proposed Manufactured Home Park at S.E. 136th & Holgate) - continued from 5/22/90
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Tuesday, May 29, 1990 - 9:45 AM

Multnomah County Courthouse, Room 602

INFORMAL BRIEFINGS

2. County Chair Gladys McCoy's 3rd Quarter Executive Management Report and special program updates from Department Managers and the County Sheriff - TIME CERTAIN 9:45 AM
  3. Briefing by DHS regarding potential impact on Multnomah County services of Portland School District's drug policy. Presented By Duane Zussy, Hal Ogburn, Norma Jaeger
- 

Tuesday, May 29, 1990 - 1:30 PM

Multnomah County Courthouse, Room 602

INFORMAL

4. Informal Review of Formal Agenda of May 31, 1990

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS



Thursday, May 31, 1990 - 9:30 AM

Multnomah County Courthouse, Room 602

FORMAL MEETING

CONSENT CALENDAR

- C-1 In the Matter of Awards Presentation by Bill Lewis for Social Security Administration, to June Schumann and Laurie Olson for their work on Supplemental Security Income Outreach in the Department of Human Services, Aging Services Division

NON-DEPARTMENTAL

Public Hearing for Justice Facilities Proposals  
TIME CERTAIN 9:45 AM TO 10:45 AM

REGULAR AGENDA

DEPARTMENT OF GENERAL SERVICES

- R-1 Resolution In the Matter of the Issuance of Short-Term Promissory Notes (Tax Anticipation Notes, Series 1990) in the Amount of Not to Exceed \$9,000,000 for the Purpose of Meeting Current Expenses of the County for the 1990-1991 Fiscal Year
- R-2 In the Matter of Ratification of an Intergovernmental Agreement between Multnomah County and the State of Oregon, Department of Corrections, for the video arraignment service provided between the Justice Center and the Oregon State Corrections Institute and Oregon State Penitentiary in Salem

DEPARTMENT OF JUSTICE SERVICES

- R-3 In the Matter of Ratification of an Intergovernmental Agreement between Multnomah County, Women's Transition Services and the Housing Authority of Portland to provide permanent subsidized housing for participants in the Alcohol & Drug Abuse Prenatal Treatment program

NON-DEPARTMENTAL

- R-4 In the Matter of Ratification of an Intergovernmental Agreement between Multnomah County, Sheriff's Office, Enforcement Branch and U.S. Department of Energy, Bonneville Power Administration, to continue to the lease of Biddle Butte property microwave radio station site
- R-5 Budget Modification MSCO #5 Requesting Authorization to transfer \$3,500 from Materials & Supplies to (6230) to Capitol Equipment (8400) in River Patrol to allow for the purchase of a flat-bottom boat

NON-DEPARTMENTAL - continued

- R-6 Notice of Intent for the District Attorney to apply for Anti-Drug State Formula funds for overtime and informant activities by the Regional Organized Crime and Narcotics Task Force
- R-7 Notice of Intent for the District Attorney to apply for a Bureau of Justice Assistance grant for Regional Organized Crime and Narcotics Task Force activities
- R-8 Notice of Intent for the District Attorney to apply for a Bureau of Justice Assistance grant for Financial Investigation Unit assigned to Regional Organized Crime and Narcotics Task Force

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-9 Resolution In the Matter of Supporting Continued Governmental Coordination in Addressing Parks and Natural Areas
- R-10 In the Matter of Ratification of an Intergovernmental Agreement between Multnomah County and the City of Seattle to lease specialized equipment to complete mechanical renovation on the Broadway Bridge
- R-11 In the Matter of Ratification of an Intergovernmental Agreement between Multnomah County and the State of Oregon, Department of Transportation, Highway Division, for the improvement of 181st to arterial standards between Sandy Blvd. and I-84 in the vicinity of the new US Bancorp data processing site

DEPARTMENT OF HUMAN SERVICES

- R-12 In the Matter of Ratification of an Intergovernmental Agreement between Multnomah County, Developmental Disabilities Program Office and Oregon Health Sciences University transferring a client from Cokely-Johnson Vocational Services to OHSU
- R-13 In the Matter of Ratification of an Intergovernmental Agreement between Multnomah County, Social Services Division and the City of Portland Parks and Recreation to revise original contract to include \$2,500
- R-14 Resolution In the matter of an Intergovernmental Agreement with the State of Oregon Regarding the Transfer of the Disabled and Elderly

ORDINANCES - DEPARTMENT OF HUMAN SERVICES

- R-15 Second Reading and Possible Adoption of an Ordinance Adopting a New Emergency Medical Services Code and Repealing MCC Chapter 6.31 and Declaring an Emergency



# MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • CHAIR • 248-3308  
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SHARRON KELLEY • DISTRICT 4 • 248-5213  
JANE McGARVIN • Clerk • 248-3277

## SUPPLEMENTAL AGENDA

Tuesday, May 29, 1990 - TIME CERTAIN 1:30 PM

Multnomah County Courthouse, Room 602

### INFORMAL

Briefing on Impact of Legislative Emergency Board's  
deferral of Action on the Youth Gang Package - Presented  
by Fred Neal and Duane Zussy

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## SUPPLEMENTAL AGENDA

Thursday, May 31, 1990 - 10:45 AM

Multnomah County Courthouse, Room 602

### FORMAL

#### DEPARTMENT OF GENERAL SERVICES

R-16 Resolution in the Matter of Authorizing Issuance of  
Certificates of Participation

#### DEPARTMENT OF ENVIRONMENTAL SERVICES

R-17 Appointment of Taskforce to Develop Solicitation for  
Offers to Purchase Edgefield Property (Continued from  
May 24, 1990)

0701C/53/cap  
5/24/90



# MULTNOMAH COUNTY OREGON

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## SUPPLEMENTAL AGENDA

Thursday, May 31, 1990 - 10:45 AM

Multnomah County Courthouse, Room 602

## UNANIMOUS CONSENT ITEM

### DEPARTMENT OF JUSTICE SERVICES

R-18 In the Matter of Ratification of an Intergovernmental Agreement between the City of Portland and Multnomah County for the Purpose of Paying Multnomah County for Providing a Trained Crew Leader and Alternative Community Service Crews to Work in Areas Maintained by the Bureau of Parks and Recreation

0701C/54/dr  
5/29/90



# MULTNOMAH COUNTY OREGON

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JANE McGARVIN • Clerk • 248-3277

## SUPPLEMENTAL AGENDA

Thursday, May 31, 1990 - 1:30 PM

Multnomah County Courthouse, Room 602

## EXECUTIVE SESSION

The Multnomah County Board of Commissioners will meet in Executive Session pursuant to ORS 192.660(2) for the purpose of discussing labor negotiations

0701C/55/cap  
5/30/90



# GLADYS McCOY, Multnomah County Chair

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

## BOARD AGENDA SUBMISSIONS Week of May 28-June 1, 1990

### INFORMAL SUBMISSIONS

1. Nond Informal briefing by DHS personnel regarding potential impact on Multnomah County services of Portland School District's drug policy. Submitted by Fred Neal/Chair's Office X-3308.
2. Nond 3rd Quarter Executive Management Report and special program updates from Department Managers and the County Sheriff. Submitted by Merlin Reynolds/Chair's Office X-3308.

### FORMAL SUBMISSIONS

1. DES Resolution regarding continued coordination in a Regional Planning Process for Parks and Natural Areas. Submitted by Charlie Ciecko/DES X-5050.
1. DES Intergovernmental agreement with City of Seattle to lease specialized equipment to complete mechanical renovation on Broadway Bridge. Submitted by Stan Ghezzi/DES Transportation X-3595.
3. DES Intergovernmental Agreement between State of Oregon and Multnomah County for the improvement of 181st to arterial standards between Sandy and I-84 in the vicinity of the new US Bancorp data processing site. Submitted by Bob Pearson/DES Transportation X-3838.
4. DGS Issuance of Short-Term Preliminary Notes (Tax Anticipation Notes, Series 1990) in an amount not to exceed \$9,000,000 to meet current expenses, as budgeted, for fiscal year 1990-91, until receipt of sufficient moneys from tax collections. Submitted by Dave Boyer/Patricia Shaw/DGS Finance X-3312.
5. DGS Intergovernmental Agreement between Multnomah County and the State of Oregon, Department of Corrections, for the video arraignment service provided between the Justice Center and the Oregon State Corrections Institute and Oregon State Penitentiary in Salem. Submitted by Brian Fowles/DGS ISD X-5300.

AGENDA SUBMISSIONS

Week of May 29-June 1, 1990

Page 2

*Do this one first*  
6. DHS

Awards presentation by Bill Lewis, Social Security Administration, to June Schumann and Laurie Olson for their work on Supplemental Security Income (SSI) Outreach. Submitted by Jim McConnell DHS/Aging Services Division X-3646.

7. DHS

Request for ratification of amendment to intergovernmental agreement between Multnomah County and Oregon Health Sciences University transferring a client from Cokely-Johnson Vocational Services to OHSU. Submitted by Susan Clark DHS/Social Services X-3691.

8. DHS

Request for ratification of a retroactive intergovernmental agreement with Mt. Hood Community College to provide clinical training, supervision, instructional materials, and equipment necessary for Mt. Hood Community College student Julie Gerber to complete R.N. Relicensure training with Multnomah County. Submitted by Jan Vlahos DHS/Health Division X-2439.

*hold*  
9. DHS

Resolution in the matter of entering into an intergovernmental agreement with the State of Oregon regarding the transfer of the elderly and disabled.

10. DJS

Intergovernmental Agreement between Office of Women's Transition Services and the Housing Authority of Portland to provide permanent subsidized housing for participants in the ADAPT program. Submitted by Joanne Fuller DJS/OWT X-5374.

**BUDGET MODIFICATION NO.** Nond. #12

*Unanimous Consent*  
(For Clerk's Use) Meeting Date May 31, 1990  
Agenda No. \_\_\_\_\_

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

(Date)

DEPARTMENT Nondepartmental

DIVISION County Chair's Office

CONTACT Merlin Reynolds

TELEPHONE 248-3308

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

**SUGGESTED**

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

Budget Modification Nond # 12 transfers \$26,000 from General Fund Contingency to the Chair's Office Budget (County Supplement Object 6050). The money will be disbursed to the Burnside Community Council for the purpose of funding payroll and related payroll taxes of the West Women's Hotel and Baloney Joes.

(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

Increases Chair's Office Budget (County Supplement 6050) in Org. #9208 by \$26,000. The \$26,000 will fund, as a one-time County supplement disbursement, payroll and related payroll taxes for employees of Baloney Joes and the West Women's Hotel.

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

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

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

After this modification

\$ \_\_\_\_\_

Originated By \_\_\_\_\_ Date \_\_\_\_\_

Department Manager \_\_\_\_\_ Date \_\_\_\_\_

Budget Analyst \_\_\_\_\_ Date \_\_\_\_\_

Personnel Analyst \_\_\_\_\_ Date \_\_\_\_\_

Board Approval \_\_\_\_\_

Date

REBORAH ROGERS

May 31, 1990



TRANSACTION EB [ ]

GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY\_

Document  
Number

### Action

Fund

Agenc

Organi-  
zation

### Activity

Reporting  
Category

Object

Current  
Amount

Revised  
Amount

Change  
Increase  
(Decrease)

Sub-  
Total

### Description

REVENUE												
TRANSACTION RB [ ]		GM [ ]		TRANSACTION DATE _____			ACCOUNTING PERIOD _____		BUDGET FY _____			
Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
TOTAL REVENUE CHANGE												TOTAL REVENUE CHANGE

## REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. Nord 12 2. Amount requested from General Fund Contingency: \$ 26,000
3. Summary of request: This Budget Modification transfers \$26,000 from General Fund Contingency to the Chair's Office, Org. #9208/County Supplements Object Code 6050. The money will be disbursed to the Burnside Community Council for the purpose of funding payroll and related payroll taxes for the employees of Baloney Joes and the West Women's Hotel. The City of Portland, United Way and the Housing Authority of Portland are providing further funds to keep the above programs operating.

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

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

The emergency was not known until recently.

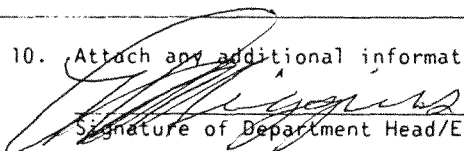
6. What efforts have been made to identify funds from another source within the Department, to cover this expenditure? Why are no other Departmental sources of funds available?

Other local jurisdictions are also providing funding to keep the West Women's Hotel and Baloney Joes open.

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 X) 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

5/30/90  
Date

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

(For Clerk's Use)  
Meeting Date MAY 31 1990  
Agenda No. C-1

REQUEST FOR PLACEMENT ON THE AGENDA

National  
Subject: Older Americans Month

Informal Only\* May 29, 1990  
(Date)

Formal Only May 31, 1990  
(Date)

DEPARTMENT Department of Human Services DIVISION Aging Services Division

CONTACT Jim McConnell TELEPHONE 248-3646

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Bill Lewis, Social Security Administration

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

The month of May is National Older Americans month and 1990 marks the 25th anniversary of the Older Americans Act. In celebration of these events the Social Security Administration (SSA) has asked the Department of Human Services/Aging Services Division to choose a public forum in which SSA can award (June Schumann and Laurie Olson) (ASD Community Services) for their excellent work on Supplemental Security Income (SSI) outreach.

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

ACTION REQUESTED: Presentation only

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 minutes or less

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other \_\_\_\_\_

SIGNATURES:

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

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.

**SSI OUTREACH PROJECT**  
(SUPPLEMENTAL SECURITY INCOME)  
October 12, 1989 - December 31, 1989

**Aging**

1120 S.W. 5th AVE., 5th FLOOR  
PORTLAND, OR 97204-1978  
(503) 796-5269

**FINAL REPORT**

**Submitted To: American Association of Retired Persons**  
**Submitted By: Portland/Multnomah Commission on Aging**  
**Ruth Currie, SSI Outreach Project Chair**

Since October 12, 1989, the Portland Multnomah Commission on Aging has cosponsored the SSI Outreach Project with the American Association of Retired Persons. Cooperating with a volunteer steering committee, administrators of the Social Security Administration, staff of the Aging Services Division (the local AAA), and a coalition of 48 local service providers, the Project sought to bring information to potentially eligible SSI recipients in an effort to increase participation in the SSI program.

The success of the Project cannot be assessed simply by the number of inquiries it generated or the number of SSI claims which resulted from those inquiries, although those participating in the Project have been gratified by the response from the public. Some of the most significant benefits of this Project have arisen in the process of close examination of what factors prevent potential claimants from applying for benefits, and how local agencies can work to minimize those factors or work around them. The project illuminated for us the fact that, while our local service network is providing an excellent array of services, the lack of a solid link between federal, state, local, and neighborhood providers may have contributed to poor participation levels for SSI and other programs. One of the SSI Outreach Project's most significant contribution is the forging of a new and more vital link between the Aging Services Division and the Social Security Administration. The cooperative efforts of these two major providers of service to our area's elderly have fostered a vastly improved flow of information, better coordination of statistical information, more consistency in record-keeping, and improved information and referral.

The following pages include detailed descriptions of activities and statistics related to the SSI Outreach Project. With few exceptions, the information includes only those activities undertaken between October 12 and December 31, 1989. We realize that some overflow of response will probably continue into the early part of 1990 and we will continue to monitor statistics, and track results. We will record these overflow response statistics and the results of the many current pending SSA claims which were generated by the Project. This information should be finalized no later than February 15, 1990.



The City of Portland



## Materials Developed and Distributed:

Item	Number:	Distributed To/ Date	Results:
Six foreign language translations of basic SSI information (in Cambodian, Chinese, Hispanic, Korean, Lao, and Vietnamese versions).	6,000	Ethnic Grocery/ Community Cntr. 1/8/90	Unknown at present
Informational flyer	3,000	Local Service Agencies 10/18	Generated 2 Calls
Informational poster.	100	Local Service Agencies 10/18	Generated 2 Calls
General press release announcing the campaign Statement by Ruth Currie (Project Chair)	81 81	Media 9/15 Media 9/15	Oregonian Article 2 TV Interviews NW Faces
3 GOOD NEWS!! Releases Updating Activities	20 20 20	10/1/89 City & 11/18/89 County 1/15/90 Officials	Informed local government
1 Media Advisory and 1 Press Release Announcing Kickoff Event	81	Media 10/5 and 10/12	1 Radio Station Oregonian Coverage
SSI press kit	15	Media 10/12	Informed Media
One 30-second (Hotline) and One 60-second (Generic) Television PSA	10	Local TV Stations and Cable 11/13/89	123 Calls
One 30-second radio PSA for the SSI Hotline	15	Local Radio Stations 11/13/89	5 Calls
Newsprint Advertisement for Hotline	3	Oregonian & FoodDay 11/17 & 11/18 11/14	Generated 75 Calls
1 Media Advisory and 1 Press Release Announcing Wrapup Event (1/4/90 and 1/15/90).	81	Media 1/4/90 1/15/90	Unknown at Present
1 Feature Story on SSI Recipient	1	Oregonian 1/28/89	Circ. 370,000 - 18 Calls
2 Stories Designed for Use by Newsletters (one short, one full length)	52	PGE 11/89 Am. Lung Ass. 12/89 Urban League 10/89 Retire. News 10/89 Hollywood Cntr 10/89 Skanner 11/89 NW Pilot 12/89	Circ. 500 Circ. 2500 Circ. 1000 Circ. 65,000 Circ. 3300 Circ. 20,500 Circ. 2500 Generated 29 Calls

## **Volunteer and Coalition Support Developed: .**

- Mailing list of 48 Coalition participants developed.
- Volunteer bank of 24 personnel developed.
- Network established with the newly formed Minority Committee of PMCoA.
- 100 local service workers and volunteers trained in SSI information.
- Contribution of Radio and Television PSA production and duplication.

## **Events:**

- Kickoff press conference and SSI Training (provided by Bob Hoffman of AARP) on October 12, 1989.
- One day Informational Hotline staffed by a bank of 26 volunteers answered a 10-phone telephone bank receiving calls from the public in conjunction with a two day media push (November 18, 1990).
- Wrapup event on January 17, 1990 honors participants and announces County proclamation.

## **Results:**

<b>Total Number of Inquiries to 238-3646</b>	<b>467</b>
<b>Referrals to Social Security Administration</b>	<b>121 (26%)</b>
<b>Referrals to Other Services/Agencies</b>	<b>196 (42%)</b>

### **Highlights (excluding 11/18 "Hotline" Day)**

Most calls on a single day	25 (11/25/89)
Average Calls Per Day	5
Most calls in a single week	45 (12/26 - 29)
Average Calls Per Week	25
Most calls in a single month	151 (December)
Average Calls Per Month	91

### **Caller's Referral Source (Includes Hotline Day):**

Television	123 (46%)
Oregonian Newspaper	75 (28%)
All Other Newspapers	29 (11%)
Agency/Professional Person	24 (9%)
Friend/Relative	11 (4%)
Radio	5 (2%)
Poster/Flyer	2 (.7%)

## MONTHLY BREAKDOWN OF STATISTICS

### **OCTOBER 13 - 31, 1989**

Number of Inquiries	46
Referrals to SSA	20
Referrals for other service	14
Most calls on one day	12
Least calls on one day	0
Average number of calls	3.5

Caller's Referral Source:	8
Oregonian	5
Agency/Prof. Person	2
Radio	

### **DECEMBER 1989**

Number of Inquiries	151
Referrals to SSA	49
Referrals to other service	105
Most calls on one day	22
Least calls on one day	1
Average number of calls per day	7.5

Callers' Referrral Source	
Television	69
Oregonian	18
Agency/Prof. Person	9
Friend/Relative	8
All Other Newspapers	3
Radio	1
Poster/Flyer	1

### **NOVEMBER 1 - 31, 1989**

Number of Inquiries	76
Referrals to SSA	17
Referrals for other service	46
Most calls on one day	25
Least calls on one day	0
Average number of calls	3.8

Caller's Referral Source:	
Television	26
Agency/Prof. Person	9
Oregonian	7
All Other Newspapers	5
Friend/Relative	3
Poster/Flyer	1

### **HOTLINE DAY 11/18/89**

Number of Inquiries	194
Inquiries to local telephon	134
Inquiries to State Telephone	60
Referrals to SSA (local)	35
Referrals for other service (local)	31

Callers' Referral Source:	
Oregonian	42
Television	28
All Other Newspapers	22
Radio	2
Agency/Professional Person	1

**GRAND TOTAL NOVEMBER      270**

## **EVALUATION OF SUCCESS OF SSI OUTREACH EFFORT**

When viewing the SSI Outreach Project as a pilot campaign designed to test various methods and structures for outreach to elders in our community, we found that much excellent information was gathered which may be helpful in structuring future efforts at outreach. We have cited below those activities and approaches which were particularly effective, as well as listing some suggestions for change or improvement in future projects.

### **PROS:**

- Coalition between major agencies provided excellent resource development and coordination of effort.
- Outreach effort extremely helpful in determining areas where continuing advocacy and action are required in order to improve access to services.
- AARP expertise and materials contributed immensely to the effort to bring new information, not only to consumers, but to local social service agencies as well.
- Coalition events (ie. training) were particularly effective in motivating action.

### **CONS:**

- Project required more startup and planning time.
- Costs of staff time and materials not realistically projected.
- Lines of communication throughout project organization needed clarification.
- Timely receipt of materials would have facilitated more effective outreach.

## **ISSUES IDENTIFIED AS REQUIRING ONGOING ADVOCACY:**

**ACCESSIBILITY OF APPLICATION PROCESS:** Discussion with Coalition members of the SSI Outreach Project indicates that the application process still seems to intimidate some consumers. While continued training for and outreach from professional service workers will assist consumers in accessing application for SSI more effectively, this is only part of the picture. Consumers training in rights and responsibilities and adequate one-on-one assistance will be necessary to encourage more eligible applicants to apply.

**CONTINUED INFORMATION FLOW:** More ongoing flow of information explaining the details and facts of SSI must be pursued.

**GETTING INFORMATION TO THE VERY POOR AND THOSE OUTSIDE THE SENIOR SERVICES SYSTEM:** The Outreach Campaign used many traditional media techniques to provide outreach. Direct outreach must be done to communities such as



homeless elders, home-owning elders with little or no family support or community contact (possibly through tax roles, etc.), and through census activities.

**CONTINUED COOPERATION AND DIRECT WORK WITH THE SOCIAL SECURITY ADMINISTRATION AT THE LOCAL LEVEL:** The Outreach Project represents one of the first local campaigns to involve neighborhood and local agencies working directly with SSA personnel to design and carry out campaign activities. The insights provided by the SSA personnel were invaluable in implementing the Outreach Project, and local agencies should seek active cooperation with the SSA in future efforts.

**MORE ONGOING INFORMATION AND ASSISTANCE OFFERED TO THOSE WITH PENDING CLAIMS.** The Hotline activity indicated a high number of calls from persons with pending or appealed claims who seemed to need information and referral. This assistance could be provided by local advocates and service workers.

## **SUMMARY**

The SSI Outreach Project was successful, both in reaching potential applicants for SSI and in bringing to light the strengths and weaknesses of our local system for referral to Social Security Administration services. The Project formed strong new connections between our local AAA and Local SSA representatives, and provided new and needed information to social service agencies and local elderly consumers. It is our feeling that continued outreach to potential SSI recipients is necessary and that exploration of ways to reach specific groups would be very beneficial in our urban community.

Meeting Date: MAY 31 1990

Agenda No.: 9:45 Am TC

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Public Hearing on Justice Facilities Construction

BCC Informal \_\_\_\_\_ BCC Formal 5/31/90  
(date) (date)

DEPARTMENT Dept. of Human Services DIVISION Administration

CONTACT Duane Zussy TELEPHONE X-3464

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: \_\_\_\_\_

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

Public Hearing on Justice Facilities Construction

REQUEST TIME CERTAIN - A.M.

1990 MAY 31 9 32  
CLERK OF COUNTY  
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

#1

Date 5/31/90

NAME

TOM SINCIC, Family Nurse Practitioner

ADDRESS

3967 NE 39th St

Street

Portland OR

City

97212

Zip

I wish to speak on Agenda Item #

Public Hearings

Subject

Donald & Long Home

     FOR

X AGAINST

MULTNOMAH COUNTY POLICY DEVELOPMENT COMMITTEE

PROPOSED PLAN  
FOR  
ESSENTIAL JUSTICE SYSTEM FACILITIES

## EXPLANATION OF CAPITAL IMPROVEMENTS COMMITTEE RECOMMENDATIONS

### I. BACKGROUND

During the past four years it has become increasingly apparent that Multnomah County would run out of space to house essential County services and functions early in the 1990s. Accordingly, the Board of County Commissioners ordered a comprehensive study to address this facility crisis.

A five-year space needs study was completed in 1989. This study addressed problems related to public access, the efficiency of County operations, and the need for major expenditures related to the deterioration of certain facilities. In partial response to this report, the Board of County Commissioners has purchased the downtown J.K. Gill and Mead Buildings, funded the construction of two new community-based health clinics, and a 210-bed addition to the Inverness Jail.

The study also included a detailed architectural analysis of the Donald E. Long Juvenile Justice Complex, an analysis of the need for additional courtrooms, and an assessment of the current condition of the historic County Courthouse. This document will present proposals for solutions to these remaining unaddressed problems, related space needs of the District Attorney, and outline financing options to accommodate the costs of needed construction.

### II. JUVENILE JUSTICE COMPLEX

The current Juvenile Justice Complex at NE 68th Avenue houses all assigned Juvenile Court Judges and Referees, Prosecuting Attorneys, the Juvenile Probation staff, and the tri-county regional Juvenile Detention Center. In 1989, 15,818 cases were heard and decided in this facility.

In 1988 the County Commission appropriated over \$250,000 from Capital Improvement funds to remodel the courtrooms and related spaces at the Juvenile Justice Complex. This project was put on hold following an audit released by then County Auditor Ann Kelley Feeney. That audit, which identified numerous serious deficiencies in the detention facility at the Juvenile Justice Complex, was performed to follow up on the findings of earlier Grand Jury Reports which were critical of conditions at this facility.

The Board of Commissioners and the presiding Juvenile Judge agreed that a thorough architectural analysis of the whole complex--especially the detention areas criticized in the Audit and Grand Jury Reports--had to take precedence over interim improvements for the courtrooms.

Using the same architectural firm that designed the highly successful Inverness Jail project, the County made an extensive study of the entire complex including the detention facility, courtrooms and related areas, prosecutor's offices, and juvenile probation space, to determine needs, construction options and associated costs.

While that study was in progress, the Board received a letter from the Juvenile Rights Project (a group of lawyers who successfully sued the State of Oregon on conditions of confinement for juveniles held at the

State Training Schools) which also identified numerous deficiencies with our Juvenile Justice facility and strongly requested the Board's cooperation in pursuing appropriate and timely action to rectify the situation.

The architectural study concluded that the most cost effective solution to the many problems that were discovered and documented by the study would be to demolish the present facility and build a new complex on the present site.

### III. THREE NEW COURTROOMS AT THE COURTHOUSE

State statute requires Multnomah County to provide and maintain facilities adequate to the needs of the State Court. The Courts have, for several years, indicated a growing need for additional courtrooms (with associated judges' chambers, jury rooms, clerk's offices, restrooms, etc.). In June 1989, the legislature approved two additional judges for Multnomah County. Since one of the currently authorized judges has no assigned courtroom, the Chief Presiding Judge and State Court Administrator have now requested that the County provide the three additional rooms they require for occupancy no later than July 1, 1991.

In response to suggestions from the Board of County Commissioners, the Courts considered alternative locations for the new courtrooms. In November 1989, the Courts reiterated that the downtown County Courthouse is the only satisfactory location. Key considerations in this decision included administrative and operational efficiencies for the Courts, the Sheriff, and the District Attorney, access to the Court by Police agencies and by the Defense Bar. These three downtown courtrooms will cost approximately \$1,800,000. Other critical improvements in the Courthouse such as heating, ventilation, air conditioning, plumbing, and electrical system replacement, will cost an additional \$4,500,000 for a total expenditure of \$6,300,000.

The space for these three courtrooms will require vacating more than half of the sixth floor of the Courthouse. This will displace the District Attorney and, eventually, the Board of County Commissioners. The D.A. will displace both County offices on the 14th and 15th floors of the Portland Building in order to gain the needed space and still maintain the proximity to the Courts. This renovation of the Portland Building to accommodate the District Attorney will cost another \$1,500,000.

### IV. FINANCING STRATEGY

The downtown Courthouse as well as the Juvenile Justice Complex are major public investments and enduring public symbols, which will be in County ownership for the foreseeable future. As such, it seems most appropriate to pay for the cost of these long-term improvements through a long-term financing strategy. Such an approach would allow future generations to participate proportionately in the cost of these major public facilities from which they will derive benefit. Various other alternative approaches to financing these essential improvements have been considered and are discussed in page four (4) of this document. The Board of County Commissioners has decided to seek input from other elected officials, business and community leaders, and citizens before making their final decisions in this regard.

## SUMMARY OF TOPICS FOR DECISIONS BY FINANCING METHOD

On Tuesday, February 20, the Chair and the Board of County Commissioners completed their deliberations on the scope of the new Juvenile Justice Complex to replace the present Donald E. Long Home. On Wednesday, March 28, the Policy Development Committee decided in general terms upon the sequence and composition of other essential Justice Services improvement to be financed at the same time as those for the Juvenile complex. Guided by their policy direction, the staff and the architects have updated the estimated project cost as follows:

### JUVENILE DETENTION FACILITY:

o CENTRAL INTAKE/PROCESSING/COMMON AREAS MEDICAL/GYM/FOOD SERVICE	\$ 9.3m
o DETENTION AREA	<u>5.2m</u>
	\$14.5m*

JUVENILE PROBATION OFFICERS SPACE	\$ 2.8m
-----------------------------------	---------

### NEW COURTROOMS

o JUVENILE (5)	\$ 5.3m
o DOWNTOWN (3)	<u>6.3m</u>
	\$11.6m

### DISTRICT ATTORNEY

o JUVENILE PROSECUTORS SPACE	\$ 1.2m
o PORTLAND BUILDING REMODEL for DISTRICT ATTORNEY SPACE	<u>1.5m</u>
	\$ 2.7m

TOTAL	<u>\$31.6m**</u>
-------	------------------

\* Of the \$14.5 million required for detention facilities, Washington and Clackamas Counties will pay \$1.6 million - the proportion of these costs attributable to the space occupied by their detainees. In addition, these partners have agreed to pay their share of the overall operating costs, including staffing, food, utilities, etc. over and above their contribution to capital costs. This revenue effectively reduces the cost Multnomah County taxpayers will bear for constructing and operating this facility regardless of which financing strategy is ultimately selected.

\*\* These costs include all of the necessary furnishings and equipment and allow for realistic contingencies. If construction proceeds in a timely fashion, the whole package of improvements should be completed at or below this total price.

# EXPLANATION OF FINANCING FOR JUVENILE JUSTICE/ COURTROOM/DISTRICT ATTORNEY EXPANSION

The total financial costs for the replacement of the Juvenile Justice Complex, the three courtrooms in the downtown Courthouse, and the expansion of the District Attorney's office space on the 14th and 15th floors of the Portland Building is \$31,600,000. These improvements can be funded by General Fund allocation, by Serial Levies, by Certificates of Participation, and General Obligation Bond financing. For a number of reasons, General Obligation Bonds appears to be the preferred option at this time. Of the County's \$135 million annual General Fund budget, approximately \$100 million pays for services that are mandated by the state and federal government. If all County discretionary programs were eliminated, not enough would remain to fund this project. Second, while the County has recently used three-year Serial Levies to fund jail expansion and other construction projects, the cost of these projects was small enough to maintain property taxes at a reasonable level. Financing a \$31.6 million project (almost six times the cost of the Inverness Jail) through this process would cause astronomical increases in property tax rates. Third, Certificate of Participation would require Multnomah County to put up the real estate title to the historic Courthouse as collateral for financing the improvements at the Courthouse and pay a higher interest rate than those available through General Obligation Bonds. At an approximate cost of \$3,109,000 per year for the next twenty years, General Obligation Bond financing would involve the lowest overall cost to current and future County taxpayers.

The total financial impact to the citizens of Multnomah County will be reduced by \$157,000 per year due to the cost-sharing agreements for the Juvenile Justice facility with Clackamas and Washington counties. These agreements will result in a lower tax rate to Multnomah County citizens.

The following is a breakdown of the estimated financial impact to the County and to the citizens of the County based on a \$31,600,000 General Obligation Bond issue over 20 years.

<u>Description</u>	<u>Cost</u>	<u>Annual Payment</u>	<u>Tax Rate Per \$1,000</u>	<u>Tax on a \$60,000 Home</u>
GO Bond Issue	*\$31,600,000	\$3,109,000	\$0.170	\$10.21
Washington/Clackamas	<u>\$ 1,600,000</u>	<u>\$ 157,000</u>	<u>\$0.009</u>	<u>\$ 0.52</u>
NET BOND IMPACT	\$30,000,000	\$2,952,000	\$0.161	\$ 9.69

\* The General Obligation Bond Issue must include the full cost of the project even though the actual amount of taxes levied will be received by Washington and Clackamas Counties' participation.



Attached for your reference is a one-page summary of the dates by which the Board would have to initiate action in order to meet the legal requirements for the election that will be held on either August 14, September 18, or November 6, 1990.

GENERAL OBLIGATION BOND ISSUE FOR DONALD E. LONG HOME REPLACEMENT

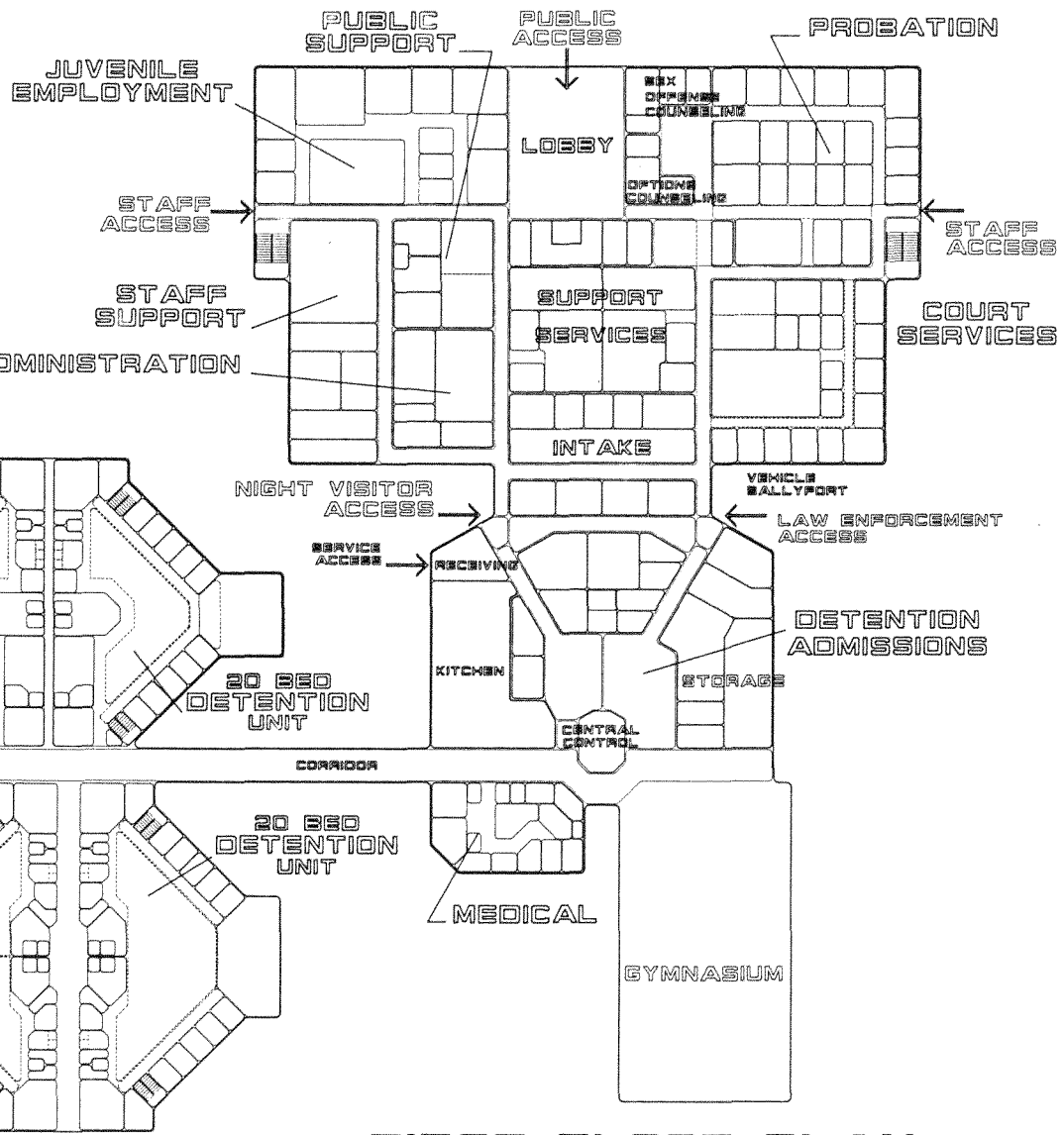
<u>STEPS</u>	<u>AUGUST ELECTION</u>	<u>SEPTEMBER ELECTION</u>	<u>NOVEMBER ELECTION</u>
1. BOARD CALLS FOR PUBLIC HEARING	MAY 31	JULY 12	AUGUST 2
2. FIRST PUBLISHED NOTICE	JUNE 7	JULY 19	AUGUST 9
3. SECOND PUBLISHED NOTICE	JUNE 14	JULY 26	AUGUST 16
4. PUBLIC HEARING	JUNE 21	AUGUST 2	AUGUST 23
5. BALLOT FILING	JULY 2	AUGUST 2	SEPTEMBER 6
6. ELECTION	AUGUST 4	SEPTEMBER 18	NOVEMBER 6

DISTRICT  
ATTORNEY

C.A.S.A.

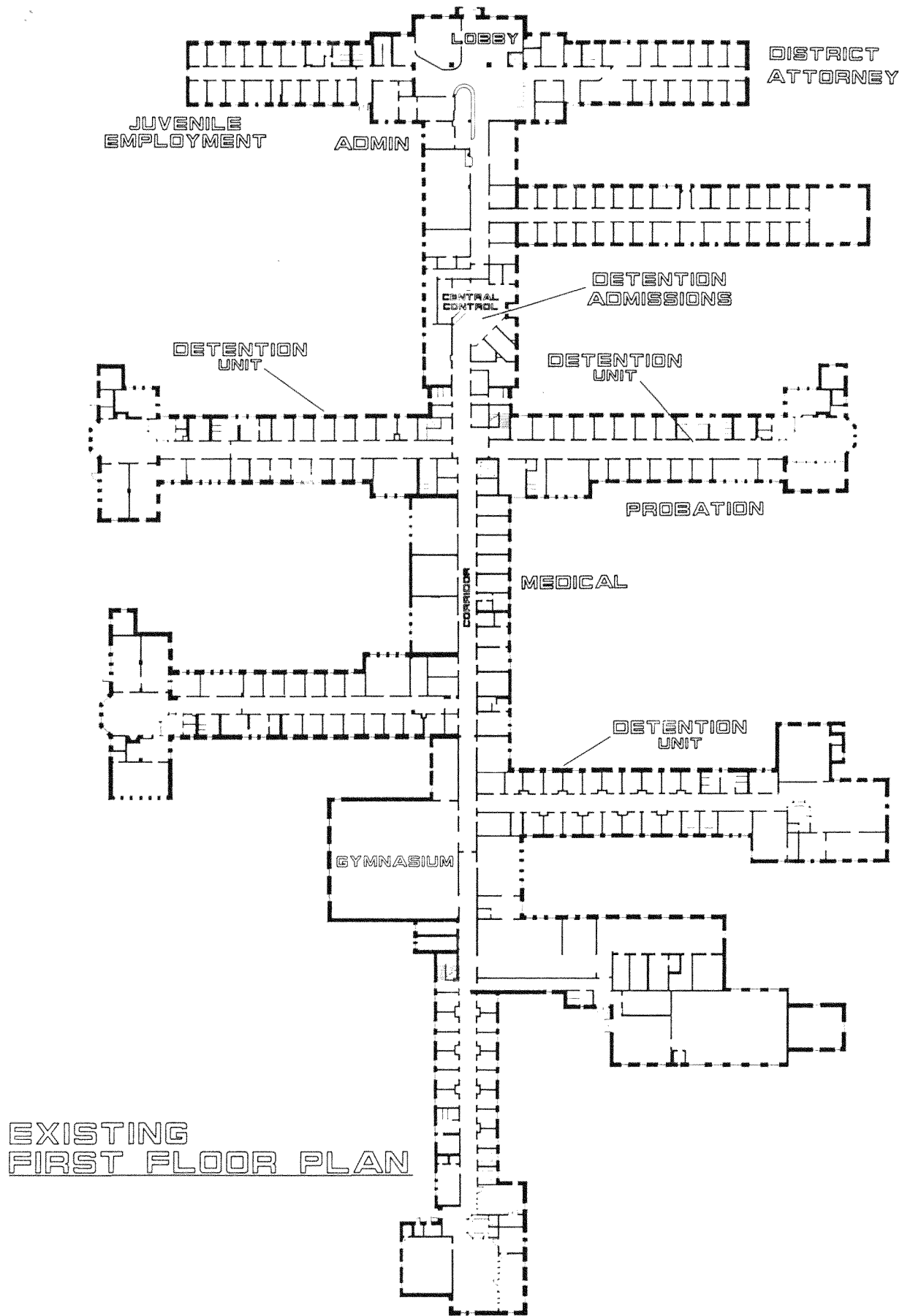
COURTS /  
CIRCUIT COURTS

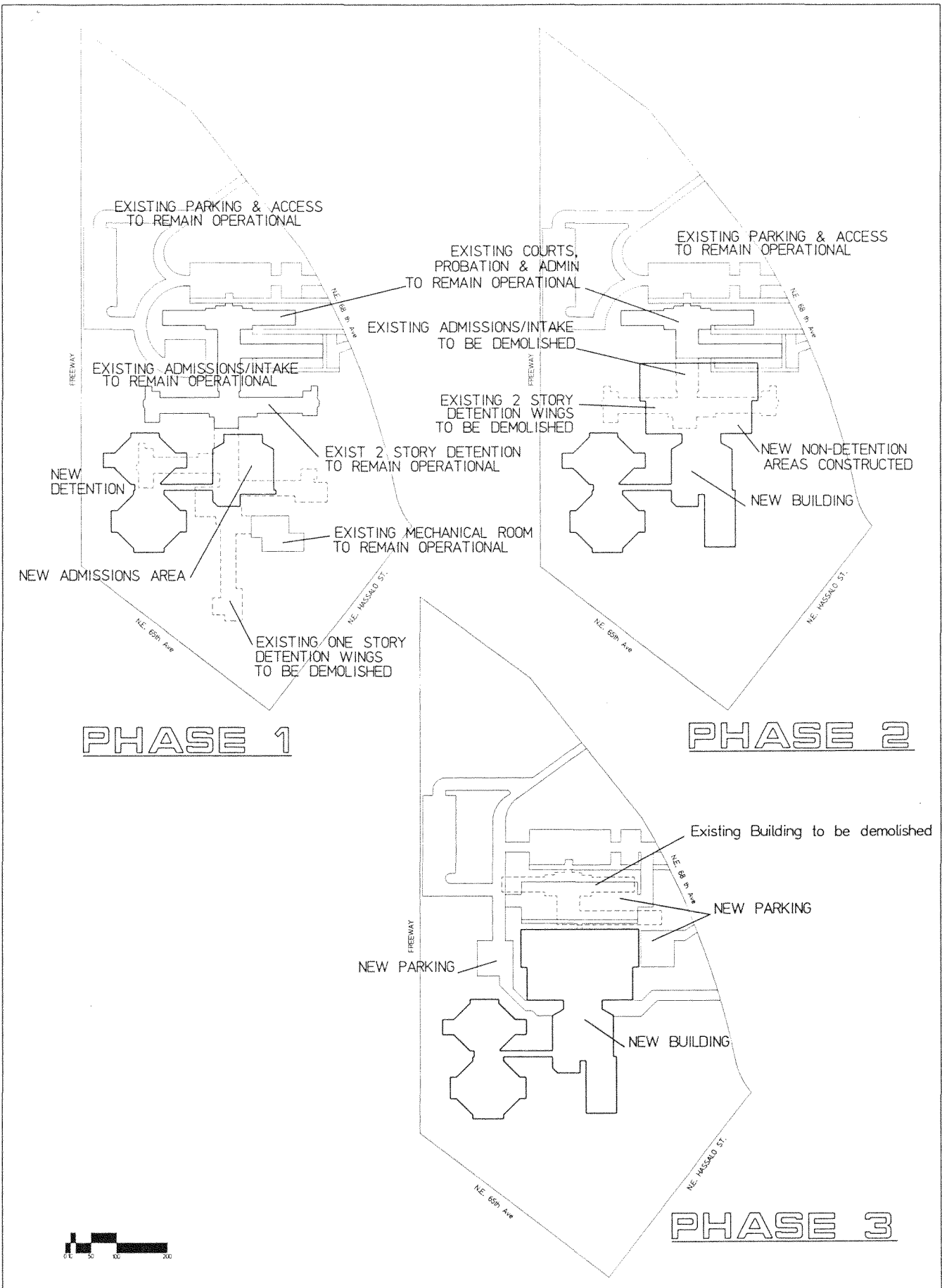
## SECOND FLOOR PLAN



## FIRST FLOOR PLAN

Juvenile Court, Juvenile Justice Division & the Donald E. Long Home  
KMD Architects and Planners  
Portland, Oregon







# MULTNOMAH COUNTY OREGON

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

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

## JUVENILE JUSTICE DIVISION 1989 STATISTICS

Total number of cases handled in 1989:	15,818
Delinquency:	5,307
Dependency:	2,902
Traffic:	174
Violation:	89
Ordinance:	168
Status:	3,232
Special:	621
Reviews:	<u>3,325</u>
	15,818

Total no. of youths placed on formal probation in 1989:	753
Total no. of court hearings in 1989:	5,948
Total no. of preliminary hearings in 1989:	3,157

JUVENILE JUSTICE DIVISION  
TOTAL NUMBER OF FELONY ALLEGATIONS

<u>ALLEGATION DESCRIPTION</u>	<u>Class</u>	<u>Jan- Dec 1987</u>	<u>Jan- Dec 1988</u>	<u>Jan- Dec 1989</u>
ASSAULT:				
Assault I	A	14	17	22
Assault II	B	29	29	63
Assault III	C	11	27	16
Criminal Mistreatment I	C	2	0	0
Coercion	C	5	2	0
MURDER:				
Attempted Murder	U	7	13	23
Aggravated Murder	L	3	2	3
Murder/Homicide	L	5	3	1
Manslaughter I	A	2	0	2
Manslaughter II	B	0	0	2
Criminally Negligent Homicide	C			
SEXUAL ASSAULT;				
Rape I	A	43	36	48
Rape II	B	2	8	2
Rape III	C	2	0	1
Sodomy I	A	43	37	45
Sodomy II	B	0	1	0
Sodomy III	C	4	0	0
Sexual Penetr w/Foreign Obj I	A	3	6	1
Sexual Abuse I	C	94	82	125
ROBBERY:				
Robbery I	A	36	50	65
Robbery II	B	82	79	108
Robbery III	C	91	52	34
KIDNAPPING:				
Kidnapping I	A	8	5	8
Kidnapping II	B	1	3	8
ARSON:				
Arson I	A	15	15	21
Arson I, Attempted	B	3	0	1
Arson II	C	7	3	7
BURGLARY:				
Burglary I	A	281	237	199
Burglary I, Attempted	B	16	17	12
Burglary II	C	209	148	129
PROSTITUTION:				
Compelling Prostitution	B	1	0	0
Promoting Prostitution	C	1	1	1

JUVENILE JUSTICE DIVISION  
TOTAL NUMBER OF FELONY ALLEGATIONS

<u>ALLEGATION DESCRIPTION</u>	<u>Class</u>	Jan- Dec <u>1987</u>	Jan- Dec <u>1988</u>	Jan- Dec <u>1989</u>
CRIMINAL MISCHIEF:				
Criminal Mischief I	C	217	124	164
DRUG:				
Delivery Controlled Substance	A	22	42	80
Delivery Marij. for Consideration	B	0	4	1
Possession Controlled Substance	B	64	98	89
Conspiracy to Del Control Subst	B	3	7	2
Possession Control Substance II	C	0	0	57
FORGERY & FRAUDULENT ACTIVITIES:				
Forgery I	C	62	65	80
Fraudulent Use Credit Card	C	7	5	4
Criminal Poss Forgery Instr I	C	1	1	1
THEFT:				
Theft by Extortion	B	6	5	5
Aggravated Theft	B	0	1	0
Theft I	C	230	116	158
Theft of Services	C	1	1	0
Unauthorized Use Motor Vehicle	C	435	432	499
WEAPON:				
Carrying Dangerous Weapon	C	6	12	24
Unlawful Possession Weapon	U	6	12	11
STATE & PUBLIC JUSTICE:				
Escape I	B	2	10	2
Escape II	C	7	2	6
Riot	C	4	32	9
Hindering Prosecution	C	4	2	2
Supplying Contraband	C	0	1	1
Perjury	C	0	1	1
MISCELLANEOUS:				
Conspiracy	A	0	0	4
Bribery	B	0	1	0
Intimidation	C	0	3	25

# Public Testimony

Tom Sincic, R.N., M.S.N., F.N.P.  
3967 N.E. 39th  
Portland, OR 97212  
(503) 282-6542

May 31, 1990

Gladys McCoy, County Chair

Dear Ms. McCoy:

I work in Corrections Health and have been going to the Donald E. Long Home for more than three years now to see kids for their healthcare problems. I have had an inside look on a weekly basis at conditions and services provided to juvenile offenders. I feel the unfavorable testimony about the services and conditions at JDH that I gave to the Grand Jury helped create that highly critical report. Most recently, I have discussed with Kathy Page, Program Manager for Corrections Health, and Gail Burrow, Clinic Manager, the need to improve healthcare services at JDH by using the model of the school based health centers in the County. I feel very strongly about the need to improve and change the way we deliver services to adolescent offenders.

As an advocate for change at JDH, I was very disheartened when I heard the news about a proposal for a new facility. A new facility will not get at the source of the problems that exist there. Since the Grand Jury report said the same, I was shocked to see this recommendation. You cannot tell a book by its cover. Putting a new cover on the services to juveniles will not change the content of that book either. The content is how the services are provided and the people who provide them.

We need to take a hard look at this adult model approach to juvenile offenders. We need to look at where and when and how they get counseling services. We need to examine the training of group workers who stay on the wards with the kids. We need to look at the role of ALL the adults, group workers, social workers, teachers, judges, court counselors, police, parents, foster parents, and corrections health staff, have in helping the adolescents solve their problems. We must not be distracted by nor invest in the building structure as a priority.



Page two

There are many adults in providing services to and helping to decide the fate of these kids. There is a lot of energy spent by these people without a lot of gain for the youth. The number one barrier is a lack of communication and coordination of services among all of these adults.

Secondly, a lack of appropriate and timely services cause valuable opportunities to be lost. I will give a few of the most outstanding and recent examples.

This past week I discussed with a court counselor the case of a 15 year old girl, a victim of sexual abuse, that has seemed to us mildly retarded or with learning difficulties. This girl has been to JDH on more than one occasion. The court counselor told me she has been unable to get the girl's school records from CSD. Here is a person responsible for helping place an adolescent in a proper facility but cannot even get the information needed about the girl's educational and functional level. This is a tragedy. A new building will not improve this.

Case two. This past week I put in two phone calls to two court counselors about needed medical follow-up for persons that had been released. One was a girl with a case of syphilis that needed follow-up. The other was a girl with a case of chlamydia that needed treatment. These are both serious health problems and contagious diseases. When I put in the phone calls, neither counselor was available and neither has responded to my message.

Case three. A 12 year old, charged with rape, was in JDH for over one month, uncertain of what was going to happen to him next. This child was still prepuberty. Because of normal thinking for this age group, by the time he faced the consequences of his action he would not have made a connection between the consequences and the offense. Delays like this in this age group are intolerable and absolutely counter to effective intervention. This kid should have had a psychological examination within the first two weeks and placed in therapy until the outcome of court hearings. In addition, he was not in the facility. One month can be a critical time in a child's life. You are aware of how far behind any child that misses a month of school gets. Is a new building going to solve this?

Case four. I was asked to evaluate a 17 year old with "problems thinking and hearing things." After interviewing him and a call to Oregon Health Sciences University, I found he had recently been seen there for dual diagnosis of early schizophrenia and drug abuse with a recommendation for treatment. I couldn't find a program in the City to take him. Will a new building fix this?

Case five. This is more general in nature. There is an ongoing influx of adolescents that are acutely suicidal. I am not just talking about the ones with thoughts, as there are many, many of these. I am talking about the ones that are likely to attempt suicide or have tried it in the facility. Some have had suicide attempts just prior to incarceration. These kids need hospitalization, but it is not available. How will a new building help this problem?

Case six. One of the most common requests that comes to the medical department from those incarcerated is, "I think I am pregnant." Certainly doing a pregnancy test is easy, but what happens if it is positive and what happens if the results are negative. If it is positive, beginning the decision making task about the pregnancy and prenatal care is crucial to outcome. For all the focus on prenatal care in this County there is not an adequate system in place for addressing this issue for those diagnosed as pregnant at JDH. These are some of the highest risk pregnancies in the County. The problems with providing care often centers on the uncertainty of future placement. No one knows where the girl will be living next so we have no idea how to decide healthcare priorities. When they do leave the facility, no one notifies us so we can make sure appropriate medical information is forwarded. If I have identified a drug abuse problem in a pregnant girl, I am not sure who else knows or who even needs to know about it. I am also concerned that there is a male (father) out there that may need to take some responsibility for this pregnancy.

If the pregnancy test is negative, there are still many issues that need to be addressed. A request for a pregnancy test says that this girl is sexually active. Family planning and counseling should then be addressed, but the lack of continuity of care makes this extremely difficult.

Case seven. This case is on a more personal note. Last September a 15 year old tried to steal our car. My neighbor called the police at 1:00 a.m., and he was arrested. The case was referred to Youth Services in October. I was told by Youth Services that as a victim I would be kept informed about the case. As of this month, seven months later, I had not heard anything so I gave Youth Services a call. I was told that in January it had been referred back to the courts. I called an intake worker who had a file on the adolescent but no record of that event. I was told that I should call Youth Services back as the intake worker didn't have the time to do it. So I called. Youth Services said they would call the intake worker but had not done this as of my last conversation. Will a new building fix this communication problem?

I could without straining give you 50 cases.

Page four

I would be glad to talk with any of you further about these matters, because I am concerned. We need improved services, self esteem building, abuse prevention, better communication and team work, not a new cover.

Sincerely,

*Tom Sincic*

Tom Sincic, R.N., M.S.N, F.N.P

Meeting Date: MAY 31 1990

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Issuance of Short-Term Promissory Notes (Tax Anticipation Notes, Series 1990) in an amount not to exceed \$9,000,000.  
BCC Informal May 29, 1990 BCC Formal May 31, 1990  
(date) (date)

DEPARTMENT General Services DIVISION Finance

CONTACT David Boyer or Patricia Shaw TELEPHONE 248-3312

PERSON(S) MAKING PRESENTATION David Boyer or Patricia Shaw

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: XXX

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):  
To meet current expenses, as budgeted, for fiscal year 1990-91, until receipt of sufficient moneys from tax collections.

*6/1/90 Copies to Dave Boyer & Theresa*

1990 MAY 22 PM 4:04  
CLERK OF  
COUNTY OF  
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER *Truda L. Skysander*

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY, OREGON

In the matter of the Issuance of	)	
Short-Term Promissory Notes (Tax	)	
Anticipation Notes, Series 1990)	)	
in the Amount of Not to Exceed	)	RESOLUTION
\$9,000,000 for the Purpose of	)	
Meeting Current Expenses of the	)	90-83
<u>County for the 1990-1991 Fiscal Year</u>	)	

The above-entitled matter is before the Board of County Commissioners of Multnomah County, Oregon, upon a showing by the Director of the Department of General Services that, prior to the receipt of sufficient moneys from tax collections and other budgeted and unpledged revenues which the County estimates will be received from other sources during the fiscal year 1990-91, there is a need for the County to borrow money and issue Short-Term Promissory Notes (Tax Anticipation Notes, Series 1990) to meet its need for current expenses, provision having been made therefor in its duly adopted budget for such fiscal year.

It appearing to the Board, based upon the anticipated needs of the County for funds to meet current expenses where provision therefor has been made in its duly adopted budget for the fiscal year 1990-91 that, until there is receipt of sufficient moneys from tax collections and other budgeted and unpledged revenues which the County estimates will be received from other sources during that fiscal year, the County must contract indebtedness by the issuance of Short-Term Promissory Notes (Tax Anticipation Notes, Series 1990) in the amount of not to exceed \$9,000,000; that provision for the Short-Term Promissory Notes has been made in the duly adopted budget of Multnomah County, Oregon for the fiscal year 1990-91; and that prior to the issuance of the Tax Anticipation Notes, the ad valorem tax levies upon real and personal property for the fiscal year 1990-91 shall have been certified to the County Assessor for levy by Multnomah County, Oregon for such tax year; and

It further appearing to the Board that it would be appropriate that Short-Term Promissory Notes be issued by the County for the purpose of meeting current expenses pursuant to the authority of Oregon Revised Statutes Section 287.442; and the Board being fully advised, it is therefore

RESOLVED that Multnomah County, Oregon, through the Director of the Department of General Services, shall issue its Short-Term Promissory Notes (Tax Anticipation Notes, Series 1990) in the amount of not to exceed \$9,000,000 to such purchasers as may be approved by the Chair of the Board of County Commissioners. The Tax Anticipation Notes, Series 1990, may be issued from time to time, in such denominations and shall mature not later than June 28, 1991, as is approved by the Chair; and it is

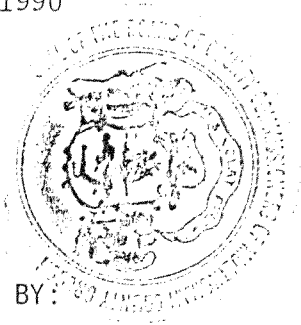
FURTHER RESOLVED that Multnomah County, Oregon does covenant to comply with provisions of Section 148(f) of the Internal Revenue Code of 1986, as amended, unless the County obtains an opinion of nationally recognized bond counsel that such stationary provisions as to rebate are not applicable to the Tax Anticipation Notes, Series 1990; and it is

FURTHER RESOLVED that, without further authorization by the Board of County Commissioners, the Director of the Department of General Services may authorize the payment of interest on the Tax Anticipation Notes, Series 1990; and it is

FURTHER RESOLVED that the Tax Anticipation Notes, Series 1990, shall not exceed a maximum effective rate of interest of ten percent (10%) per annum; may be sold at private sale and at such discount as shall be approved by the Chair; shall not be subject to redemption prior to maturity; and shall be in such form as shall be approved by the Chair. The Tax Anticipation Notes, Series 1990, may bear the seal of Multnomah County, Oregon and shall be executed by the facsimile signature of the Chair and attested by the manual signature of the Director, Finance Division.

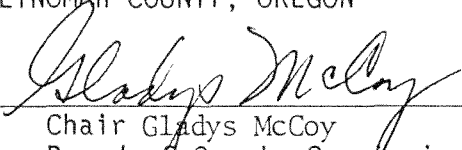
May 31, 1990

(SEAL)



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

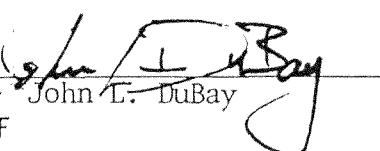
By

  
Chair Gladys McCoy  
Board of County Commissioners

REVIEWED BY:

County Counsel  
Multnomah County, Oregon

By

  
John L. DuBay

281F

Meeting Date: MAY 31 1990

Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement

BCC Informal \_\_\_\_\_ BCC Formal May 31, 1990  
(date) (date)

DEPARTMENT DGS DIVISION ISD

CONTACT Brian Fowles TELEPHONE 243-5300

PERSON(S) MAKING PRESENTATION Brian Fowles

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):

An intergovernmental agreement between Multnomah County and the State of Oregon, Department of Corrections, for the video arraignment service provided between the Justice Center and the Oregon State Corrections Institute and Oregon State Penitentiary in Salem. Multnomah County contracted with US West for the complete transport portion of this service. This intergovernmental agreement outlines our agreement with the Department of Corrections for them to contribute to the cost of this network and each party's responsibility as concerns this service.

6/8/90 - Originals to Brian Fowles

(If space is inadequate, please use other side)

SIGNATURES:

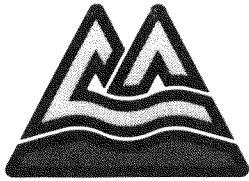
ELECTED OFFICIAL \_\_\_\_\_

Or

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

(All accompanying documents must have required signatures)

1990 MAY 22 PM 4:00  
CLERK OF  
COUNTY OF  
OREGON



GLADYS McCOY  
MULTNOMAH COUNTY CHAIR  
1021 S.W. 4th, ROOM 134  
PORTLAND, OREGON 97204  
*5/22/90*

## MULTNOMAH COUNTY OREGON

DEPARTMENT OF GENERAL SERVICES  
INFORMATION SERVICES DIVISION  
TELECOMMUNICATIONS SECTION  
1021 S.W. 4th Rm. B-8  
PORTLAND, OREGON 97204  
(503) 248-3100

GLADYS McCOY  
COUNTY CHAIR OF THE BOARD

### MEMORANDUM

TO: Linda Alexander, Director  
Department of General Services

FROM: Jim Munz, Manager *Jim*  
Information Services Division

SUBJECT: **ATTACHED INTERGOVERNMENTAL AGREEMENT**

DATE: April 26, 1990

The attached intergovernmental agreement is between Multnomah County and the State of Oregon, Department of Corrections. The intergovernmental agreement is for the video arraignment service provided between the Justice Center and the Oregon State Corrections Institute and Oregon State Penitentiary in Salem. Multnomah County contracted with US West for the complete transport portion of this service. This intergovernmental agreement outlines our agreement with the Department of Corrections for them to contribute to the cost of this network and each party's responsibility as concerns this service.

Please refer any questions on this intergovernmental agreement to Brian Fowles (x5300). Your approval will be appreciated.

JM:BF:j1

RECEIVED

MAY 18 1990

COUNTY COUNSEL FOR  
MULTNOMAH COUNTY, ORE





# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 401010

Amendment #

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><b>RATIFIED</b></p> <p><b>Multnomah County Board of Commissioners</b></p> <p>R-2 May 31, 1990</p>
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Contact Person Brian Fowles/Mary McNicholas Phone x3749 Date May 10, 1990

Department DGS Division ISD Bldg/Room 327

Description of Contract Intergovernmental agreement between Multnomah County and the State of Oregon, Department of Corrections.

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

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

Contractor Name State of Oregon

Mailing Address Department of Corrections

2575 Center St., NE, Salem, OR 97310

Phone ATTN: Stan Neperud

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

Effective Date Upon Installation

Termination Date 36 Months

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

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

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

## Payment Term

☐ Lump Sum \$ \_\_\_\_\_

☐ Monthly \$ \_\_\_\_\_

☐ Other \$ \_\_\_\_\_

☐ Requirements contract - Requisition required.

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

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

## REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director  
(Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 5/17/90

Date \_\_\_\_\_

Date 5/22/90

Date 5/31/90

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	402	040	7090								
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

## IMAGE SERVICE AGREEMENT

This Agreement is between Multnomah County ("County" herein) and the State of Oregon, Department of Corrections ("State" herein).

### RECITALS

1. In conjunction with Pacific Northwest Bell Telephone Company, dba U.S. West Communications ("U.S. West" herein), County has installed a simultaneous audio and video telecommunications system described on Attachment 1 to provide interactive video and audio transmissions between the Multnomah County Justice Center and the Oregon State Correctional Facilities in Salem, Oregon (the "Image Service" herein). Implementation of the Image Service system will enable communications by courts, attorneys, and other corrections-related personnel in Portland with correction inmates in Salem without the necessity of transporting inmates from Salem to Portland. Substantial transportation cost savings in operation and efficiency will result to both County and State

2. In reliance on the willingness of State to contribute to the costs of the Image Service system, the County has contracted with U.S. West for the Image Service system for the mutual benefit of both parties to this agreement. State

desires to obtain assured continuation of the Image Service and to contribute toward the County's cost thereon on the terms set forth herein.

THEREFORE, the parties agree:

1. County's Obligation: County, as scheduling allows, shall make available to State the bi-directional video/audio services permitting video transmissions and full stereo audio channels as described in Attachment 1, during the term of this agreement on a 24 hour per day, seven days per week basis (Image Services herein). Image Services initially shall be provided between the following locations:

Address 1: Multnomah Justice Center  
1120 SW Third Avenue  
Portland, Oregon

Address 2: Oregon State Penitentiary,  
Salem, Oregon

Address 3: Oregon State Correctional Institution,  
Salem, Oregon

Image Services may be provided to other locations or entities only as the parties to this agreement may consent in writing by amendment of this agreement.

Service shall be provided between the above locations between the points where services provided by U.S. West and the inside wire or local network of each party to this agreement

begins.

County shall provide all equipment and hardware at Address 1 above described necessary to implement the Image Services at that location. The State shall provide all equipment and hardware at the above Salem addresses necessary to implement the Image Service at the Salem termini of the Image Service system.

2. State's Obligation: State will be responsible for installing, maintaining, operating, repairing, and replacing the interface between Image Service provided under this agreement and all equipment attached thereto, including inside wiring (including riser cable), and hardware and equipment necessary to operate the interactive, bi-directional video/audio system at the Salem locations. County shall have the same responsibilities at the Portland location. All wiring and equipment must be compatible with Image Service provided by U.S. West. Should State change any inside wiring, including the riser cable, interface, or equipment which would require U.S. West to redesign the Image Service system, State shall provide access to the premises where Image Services are utilized in order to perform maintenance by U.S. West.

State shall be responsible for all maintenance service performed at State's request as a result of: 1) requests for maintenance service outside U.S. West working hours (8 a.m. to

5 p.m. weekdays, excluding holidays); and 2) maintenance requests resulting from malfunctions in State's provided equipment.

For purposes of this Agreement, County administers the transport portion of the Image Service System. To coordinate system administration, State shall submit requests to County for scheduling, maintenance and new locations.

3. Term: The term of this Agreement shall begin on the date the Image Service installation has been completed and is available for use as determined by U.S. West and shall end on the same day in the 36th month thereafter. This Agreement also may be ended by either party after written notice to the other not less than 50 days before the date of termination specified in the notice. The contract may not end under this provision after August 21, 1990.

At least 90 days prior to expiration of the term of this agreement, the State shall notify County in writing if the State wishes to terminate use of Image Service pursuant to this agreement at the end of the term described herein. If the State does not elect to terminate at the end of the term, the parties shall commence negotiations for renewal of the agreement on the same or modified terms. If no agreement is reached on a renewal agreement prior to expiration of the term set forth herein, this agreement shall terminate and service

under this agreement shall cease on the date of expiration of this agreement.

4. Payment Terms: State shall pay to County for services provided under this agreement the sum of \$92,610, payable as follows:

- a. The sum of \$30,870 is due and payable on or before the inception of services provided under this agreement;
- b. The sum of \$30,870 is payable one year after the inception of service is provided under this agreement;  
and
- c. The sum of \$30,870 is payable two years after the inception of service is provided under this agreement.

If State should terminate this agreement on or after August 21, 1990, County will be requested to pay U.S. West 100% of the cost for the Image Service without participation by the State. To offset the additional expenses to County in this circumstance, State shall pay the sum of \$2,438 per month for each month or fraction thereof remaining in the unexpired term of this agreement in addition to all sums payable as set forth in the preceding paragraph of this agreement if terminated by State for any reason other than nonperformance by County.

5. Service Interruptions: In the event that the Image Service is interrupted for more than 24 consecutive hours for

any cause, after notification by State, except where the interruption is the result of activities under the State's control or caused by facilities or equipment furnished by the State, or is the result of force majeure as described in Section 7 herein, State shall be entitled to an out-of-service credit. The out-of-service credit shall be calculated by multiplying the number of days or fraction of a day that service was interrupted by the daily rate for such service. The daily rate for such computation shall be determined by dividing the annual payments described in Paragraph 4 by 365 days.

6. Termination Charges: In the event State terminates this agreement, in whole or in part, prior to the installation date but after execution of this agreement by the State, the State shall pay termination charges consisting of all engineering, planning, preparation, materials; supplies, equipment, placement, facilities, acquisition, transportation, installation, construction, and labor charges billed to County by U. S. West in connection with the service described in this agreement during the period of time from State's execution of this agreement to and including the date State terminates.

7. Force Majeure: With the exception of payment for charges under this agreement, a party shall be excused from

performance if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to, severe weather or storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; computer failures; nuclear or other civil or military emergency; or acts of legislative, judicial or administrative authorities.

8. Indemnity: Each party hereto shall indemnify the other and hold the other party harmless from all claims and responsibility resulting from the acts of the indemnifying party, its officers, agents or employees.

9. Restriction on Use: The Image Service provided hereunder is intended for video, audio associated with video, and facsimile transmission. The service shall not be used for data transmission, nor for voice transmission not associated with video transmission.

10. Non-Waiver: The failure of either party to enforce strict performance or any provision of this agreement shall not be construed as a waiver of its right to assert or rely upon such provision or any other provision of this agreement.

11. Service Releases: U. S. West may request release for



service interruptions for routine maintenance or rearrangement of facilities or equipment by U. S. West in connection with the Image Service. Such releases will be for specified periods of time upon notice by County to State of such interruptions. Release periods are not considered service interruptions unless service is not restored by the end of the period.

12. Lawfulness of Agreement: This agreement and the parties' actions under this agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. If a court or a governmental agency with proper jurisdiction determines that this agreement, or a portion of this agreement, is unlawful, this agreement, or that provision of this agreement, shall terminate. If a provision of this agreement is so terminated but the parties legally, commercially, and practically can continue this agreement without the terminated provision, the remainder of this agreement shall continue in effect.

13. Exclusion of Warranties: Temporary interruptions or disconnections of service occasionally may occur. COUNTY DOES NOT WARRANT THAT THE SERVICE WILL BE FREE FROM INTERRUPTION, DISCONNECTION, ERRORS, OR OTHER OCCASIONAL PROBLEMS RESULTING IN OUT OF SERVICE CONDITIONS. THIS AGREEMENT EXCLUDES ALL WARRANTIES OF WHATEVER KIND, EXPRESS OR IMPLIED, INCLUDING BUT

NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In the event of a service interruption, a service disconnection, or some other problem resulting in an out of service condition, the State's only remedy and County's only liability to State shall be the out of service credit as defined in Section 5 herein.

14. The Entire Agreement: This agreement and any amendments thereto will constitute the entire agreement between the parties. The amendments must be made in writing and signed by the parties. No statement made by any person that varies the terms of the agreement shall be binding unless it is reduced to writing and signed by the parties.

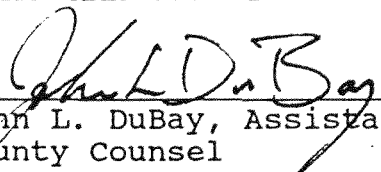
DATED this \_\_\_\_\_ day of March, 1990.

DEPARTMENT OF JUSTICE  
Legal Sufficiency

\_\_\_\_\_  
Assistant Attorney  
General  
Date \_\_\_\_\_

REVIEWED:

LAURENCE KRESSEL  
COUNTY COUNSEL FOR  
MULTNOMAH COUNTY

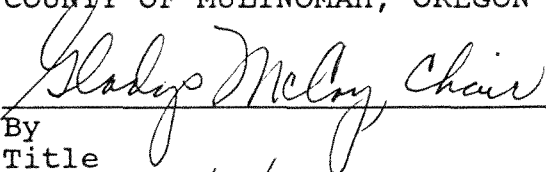
  
\_\_\_\_\_  
John L. DuBay, Assistant  
County Counsel  
2ATTY.56/mw  
Date \_\_\_\_\_

**RATIFIED**

Multnomah County Board  
of Commissioners

May 31, 1990

COUNTY OF MULTNOMAH, OREGON

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

Date 5/31/90

STATE OF OREGON  
DEPARTMENT OF CORRECTIONS

\_\_\_\_\_  
By Fred B. Pearce  
Title Director  
Date \_\_\_\_\_

Meeting Date: MAY 31 1990

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement between Office of Women's Transition Services and the Housing Authority of Portland

BCC Informal May 29, 1990  
(date)

BCC Formal May 31, 1990  
(date)

DEPARTMENT of Justice Services

DIVISION Office of Women's Transition Services

CONTACT Joanne Fuller

TELEPHONE 248-5374

PERSON(S) MAKING PRESENTATION ~~Joanne Fuller and~~ Grant Nelson

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 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):

Intergovernmental Agreement between the Office of Women's Transition Services and the Housing Authority of Portland to provide permanent subsidized housing for participants in the ADAPT Program.

No budetary impact.

*6/8/90 originals to Joanne Fuller*

1990 MAY 22 PM 4:07  
CLERK OF SUPERIOR COURT  
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER *Grant Nelson*

(All accompanying documents must have required signatures)



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 201510

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center;"> <b>RATIFIED</b>  <b>Multnomah County Board</b>  <b>of Commissioners</b>  <u>R-3</u>      <u>May 31, 1990</u> </div>

Contact Person Joanne Fuller Phone 248-5374 Date May 23, 1990  
 Office of Women's

Department of Justice Services Division Transition Serv. Bldg/Room 166/515

Description of Contract Intergovernmental Agreement Housing Authority of Portland and Multnomah County. The Housing Authority agrees to provide housing to ADAPT participants and Multnomah County agrees to provide services to ADAPT participants. There are a total of ten (10) units at Columbia Villa. No dollars will be changing hands.

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

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

Contractor Name Housing Authority of Portland

Mailing Address 1605 N. E. 45th Avenue

Portland, OR 97213

Phone 249-5519

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

Effective Date July 1, 1990

Termination Date June 30, 1991

Original Contract Amount \$ -0-

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

Total Amount of Agreement \$ -0-

## Payment Term

☐ Lump Sum \$ \_\_\_\_\_

☐ Monthly \$ \_\_\_\_\_

☐ Other \$ \_\_\_\_\_

☐ Requirements contract - Requisition required.

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

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

## REQUIRED SIGNATURES:

Department Manager *Grant*

Purchasing Director  
(Class II Contracts Only)

County Counsel *Allyson*

County Chair/Sheriff *Allyson*

Date 5/23/1990

Date \_\_\_\_\_

Date \_\_\_\_\_

Date 5/31/90

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

## INTERGOVERNMENTAL AGREEMENT

Pursuant to ORS 190.010, MULTNOMAH COUNTY through its OFFICE OF WOMEN'S TRANSITION SERVICES (OWTS) and the HOUSING AUTHORITY OF PORTLAND (HAP) enter into the following Intergovernmental Agreement:.

### RECITALS

1. HAP and OWTS are entering into an Agreement to provide housing and services to substance abusing pregnant women in the ADAPT program.

2. ADAPT is a pilot program designed to result in a substance abuse free and supportive environment for women moved to the Columbia Villa HAP project.

3. HAP will set aside a certain number of designated housing units for the ADAPT program.

4. OWTS will provide case management services to these residents.

5. Both organizations agree that the residents will be evicted for failure to remain substance abuse free or for failure to participate in required treatment.

### TERMS AND CONDITIONS

6. This Agreement shall be in effect from July 1, 1990 to June 30, 1991, unless earlier terminated by mutual written consent of the parties or by delivery of written notice by certified mail sixty (60) days in advance of the termination date. The Agreement shall renew automatically year-to-year unless terminated according to this provision.

7. HAP agrees to:

a) Set aside ten (10) units of housing in the Columbia Villa development for the ADAPT program clients referred through OWTS.

b) Process the rental application through the HAP rental office and verify eligibility.

c) Give OWTS clients a "second chance" who may have histories that would ordinarily result in their rejection as applicants for HAP housing within the limits of its discretion under the applicable provisions of the Code of Federal Regulations.

d) Enter into a lease agreement substantially in the form set out in Exhibit A attached.

e) Contact OWTS about unacceptable tenant behavior of OWTS clients and work with OWTS case managers to remove women from the Columbia Villa housing who do not comply with their treatment plan.

f) Evict women clients who continue to use substances of abuse during their residency and are non-compliant with their treatment.

8. OWTS, through its ADAPT case manager, agrees to:

a) Identify women who meet the admission criteria to the ADAPT program.

b) Identify women who meet the HUD low income housing eligibility requirements.

c) Determine that the potential resident owes no back rent, damages or other money to HAP or a plan for payment must be developed before the women enter housing.

d) Determine that the potential resident is "clean and sober," enrolled in a substance abuse treatment program through ADAPT, and demonstrating a willingness to follow through with their treatment plan.

e) Determine that the potential resident does not have a history of eviction from Columbia Villa.

f) Assist potential residents in completing the HAP application forms.

g) Notify the HAP rental office that the potential resident is an ADAPT client.

h) Provide its clients with intensive case management services including a minimum of one face contact per week with their case manager.

i) Enroll all clients in substance abuse treatment. (Most will be enrolled in treatment through CODA where they will participate in three groups per week, three hours per day.)

j) Monitor all clients for substance abuse through random urinalysis.

k) Refer all clients living at Columbia Villa to services for basic needs, medical treatment, counseling and crisis intervention as needed.

l) Give all clients living at Columbia Villa on-going home visits from an ADAPT community health nurse.

m) Intervene with a case manager when HAP or other service providers have concerns about the behavior of a client living at Columbia Villa for problem solving assistance.

n) Have case managers work with HAP staff to remove (evict) clients living at Columbia Villa who do not comply with their treatment plan.

9. Notice.

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

If to the County: Joanne Fuller (or replacement)  
Office of Women's  
Transition Services  
Department of Justice Services  
610 S.W. Alder St., Suite 515  
Portland, Oregon 97205

If to HAP: Housing Authority of Portland  
1605 N.E. 45th Avenue  
Portland, Oregon 97213

IT IS SO ORDERED.

MULTNOMAH COUNTY  
OFFICE OF WOMEN'S TRANSITION SERVICES

By Joanne Fuller  
Title Manager

Date 5-11-90

MULTNOMAH COUNTY CHAIR

Gladys McCoy  
Gladys McCoy

Date 5/3/90

**RATIFIED**

Multnomah County Board  
of Commissioners

- 3 -

May 31, 1990

HOUSING AUTHORITY OF PORTLAND

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

REVIEWED:

LARRY KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY

By Sandra Duffy  
Sandra Duffy  
Assistant County Counsel

Date 5-2-90

6ATTY.92/ac



EXHIBIT A

HOUSING AUTHORITY OF PORTLAND

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into by and between the HOUSING AUTHORITY OF PORTLAND ("HAP"), a public body corporate and politic, as Lessor, and the Lessee identified at paragraph A below, on the date set forth at paragraph B below.

HAP does hereby lease unto Lessee those certain premises described in paragraph C below, for a term commencing at 12:01 a.m. on the date set forth at paragraph D below and expiring at midnight on the date set forth at paragraph E below. The leased premises is referred to in this Lease Agreement as the "Property."

ACKNOWLEDGMENT OF PURPOSE: HAP and Lessee hereby acknowledge that a fundamental goal of HAP is to provide decent, safe and sanitary urban or rural dwellings, apartments or other living accommodations for persons or families of lower income, and that to this end, the purpose of this Lease is to enable Lessor to employ its special expertise in developing or administering such housing or to provide needed services and/or products for the tenants in such dwellings, apartments and living accommodations.

A. Lessee: Name:

Mailing Address:

B. Date of Execution of Lease:

C. Description/Address of Leased Premises:

D. Commencement Date of Lease:

E. Expiration Date of Lease:

F. Lease Payment: \$ n/a per month.

H. Lease Deposit: \$ n/a

I. Lessee's Permitted Use of Premises:

J. Utilities provided by Lessor:

K. Additional provisions regarding repairs, alterations, additions, and improvements:

L. Liability insurance coverages to be provided by Lessee:

Injury to one person: \$\_\_\_\_\_

Injuries arising out of a single occurrence: \$\_\_\_\_\_

Property Damage: \$\_\_\_\_\_ per occurrence

M. Permitted period for display of Lessee's signs:

N. Liquidated damages for holding over: \$\_\_\_\_\_ per day up to a maximum of \$\_\_\_\_\_ per month.

O. Additional terms and conditions:

1. Lessee's Acceptance of Property. Lessee accepts the Property in its present state, "AS IS," without any representations or warranties by Lessee as to the condition thereof or as to the uses which may be made thereof. Lessee acknowledges that it has ascertained the present use of the Property, the sidewalks and the structures adjoining the same and any subsurface conditions thereof. Lessor shall not be responsible for any change of condition on the Property, and the Lease Payment, hereinafter defined, shall in no case be withheld or diminished on account of any defect in the Property, any change in the condition thereof, any damage occurring thereto, or the existence with respect thereto of any violations of the laws or regulations of any governmental authority except as may be otherwise specifically provided in this Lease Agreement.

2. Lease Payment.

(a) The initial Lease Payment to be paid by Lessee to Lessor is the sum set forth at paragraph F above, said sum to be due and payable monthly commencing on the commencement date described at paragraph D above and paid monthly thereafter on the first day of each month.

(b) At \_\_\_\_\_ - year intervals during the term of this Lease, Lessor and Lessee shall renegotiate the Lease Payment to reflect the current real estate market in the locale of the Property, interest rates and other expenses (e.g., fire insurance) respecting the Property over the \_\_\_\_\_ (\_\_\_) months immediately preceding expiration of the \_\_\_\_\_-year period. If the renegotiation results in an increase in the Lease Payment in excess of \_\_\_\_\_ (\_\_\_%) percent, Lessee will have the right, within 15 days of the conclusion of negotiations respecting the Lease Payment, to notify Lessor of its intention to terminate this Lease effective ninety (90) days from the date of the notice.

3. Lease Deposit.

4. Use of Premises.

(a) The Lessee shall use the Property for the conduct of the activities described at paragraph I above and for no other purposes whatsoever without Lessor's prior written consent, which consent shall not be unreasonably withheld.

(b) Lessee will not make any unlawful, improper or offensive use of the Property, will not allow any waste thereof, and will not permit any objectionable noise or odor to escape or to be emitted from the Property or do anything or permit anything to be done upon or about the Property in any way tending to create a nuisance.

(c) Lessee shall not: allow the Property at any time to fall into such a state of repair or disorder as to increase the fire hazard risk thereon; install any power machinery on the Property except under the supervision and with the prior written consent of Lessor; store gasoline (except to operate lawn equipment) or other highly combustible materials on the Property at any time; use the Property in such a way or for such a

purpose (other than as provided in paragraph I) such that fire insurance rates respecting the Property are increased or such that Lessor would be precluded from taking advantage of any rulings of the Oregon Insurance Rating Bureau which would allow Lessor to obtain reduced premium rates for long-term fire insurance policies.

(d) Lessee shall comply, at its own expense, with all laws and regulations of any municipality, county, state, federal or other public authority respecting use of the Property.

(e) Lessee will not overload the floors of the Property in such a way as to cause any undue or serious stress or strain upon any structure which is part of the Property, or any part thereof, and Lessor shall have the right, at any time, to call upon any engineer or architect selected by Lessor to determine whether the Property, or any part thereof, is being overloaded so as to cause any undue or serious stress or strain thereon, and the decision of said engineer or architect shall be final and binding upon the Lessee; and in the event the engineer or architect so called upon shall decide that the stress or strain is such as to endanger or injure the Property, or any part thereof, then, in that event, Lessee agrees immediately to relieve said stress or strain either by reinforcing the Property or by lightening the load which causes such stress or strain, in a manner satisfactory to Lessor.

5. Utilities. Lessee will be responsible for all fees and costs respecting utilities at the Property.

6. Repairs and Improvements.

(a) Except as otherwise provided in this Lease Agreement, Lessor shall not be required to make any repairs, alterations, additions or improvements to or upon the Property during the term of this Lease; the Lessee hereby agrees to maintain and keep the Property (including, but not limited to, all interior walls, interior and exterior doors, heating, ventilating and cooling systems, interior wiring, plumbing and drain pipes to sewers or septic tank, and landscaping) in good order and repair during the entire term of this Lease at the Lessee's sole cost and expense, and to replace all glass broken or damaged during the term of this Lease in the windows and doors of the Property with glass of as good or better quality as that now in use; the Lessee hereby agrees to keep and maintain the sidewalks, driveways and parking areas immediately adjoining the Prop-

erty, if any, in a clean, safe and orderly condition. Lessee shall establish a preventive maintenance schedule and furnish a copy thereof to Lessor along with any maintenance or repair records.

(b) Except as otherwise provided in paragraph 6(a) above, Lessor agrees to maintain in good order and repair during the term of this Lease the exterior walls, roof, gutters, downspouts and foundations of the building which is part of the Property. It is understood and agreed that Lessor reserves, and at any and all times shall have, subject to Lessee's review and approval, which approval shall not be unreasonably withheld, to alter, repair or improve the Property, or any part thereof, or to add thereto and for that purpose at any time may erect scaffolding and all other necessary structures near and upon the Property, and Lessor and Lessor's representatives, contractors and workmen for those purposes may, upon reasonable advance notice, enter in or about the Property with such materials as Lessor may deem necessary, and Lessee waives any claim to damages, including loss of revenue resulting therefrom. Notwithstanding anything in this Lease Agreement to the contrary, and without limiting Lessor's obligations hereunder, major repairs or replacements which do not result from acts or failures to act by the Lessee shall be repaired or replaced by Lessor. For purposes of this paragraph 6, the term "major repairs or replacements" shall mean a repair or replacement, other than those items listed in paragraph 6(a) above, which costs or is estimated to cost at least \$\_\_\_\_\_.

7. Right of Entry. Lessor, its agents and representatives, at any reasonable time, shall be entitled to enter into or upon the Property for the purpose of examining the condition thereof, or for any other lawful purpose. Except in cases of emergency, Lessor will give at least 24 hours advance notice of proposed entry. If, during the last month of the term of this Lease, the Lessee shall have removed all or substantially all of Lessee's property from the Property, Lessor may immediately enter and alter, renovate, and redecorate the Property, without elimination or abatement of fees and without liability to the Lessee for any compensation, and such acts shall have no effect upon this Lease Agreement.

8. Rights of Assignment. Lessee shall not assign, transfer, pledge, hypothecate, surrender or dispose of this Lease, or any interest herein, or permit any other use or permit any other party whomsoever to occupy the Property without the prior written consent of Lessor, which consent will not be unreasonably withheld; this Lease is personal to Lessee; Lessee's

interest, in whole or in part, cannot be sold, assigned, transferred, seized or taken by operation at law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against the Lessee, or under or by virtue of any bankruptcy or insolvency proceedings and in regard to the Lease or in any other manner, except as above mentioned. Subject to the foregoing, all rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of, and bind, as the circumstances may require, the heirs, personal representatives, successors and, so far as this Lease is assignable by the terms hereof, the assigns of such parties.

9. Non-Discrimination. The Lessee shall not discriminate against any individual or entity for employment purposes or otherwise because of race, creed, color or national origin. The Lessee shall not discriminate upon the basis of race, color, creed or national origin in the use or occupancy of the Property, and shall not effect or execute any agreement or other instrument whereby the Property or any part thereof is restricted upon the basis of race, religion, color or national origin in the use or occupancy thereof. The Lessee shall comply with all state and local laws presently in effect, or hereafter enacted, prohibiting discrimination or segregation by reason of race, religion, color or national origin in the occupancy or use of the Property.

10. Ice, Snow, Debris. If the Property has direct access to a street or parking lot, then at all times Lessee shall keep the sidewalks adjoining the street or parking lot free and clear of ice, snow, rubbish, debris, and obstruction; and the Lessee will not permit rubbish, debris, ice or snow to accumulate on the roof of the Property so as to stop up or obstruct gutters or downspouts or cause damage to said roof and will save harmless and protect Lessor against any injury whether to Lessor or to Lessor's property or to any other person or property caused by its failure in that regard, except for such injury that may be caused by Lessor's acts or omissions in fulfilling its obligations according to paragraph 6(b) of this Lease.

11. Advertising Signs. Lessee will not use the outside walls or windows of the Property, or allow signs or devices of any kind to be painted thereupon, attached thereto or suspended therefrom, for advertising or displaying the names or business of Lessee, or for any purpose whatsoever, without the prior written consent of Lessor.

12. Liability Insurance. The Lessee shall at all times during the term hereof, at its own expense, maintain, keep in effect, furnish, and deliver to Lessor liability insurance policies (or certificates evidencing same), in a form and with an insurer satisfactory to Lessor, insuring both Lessor and Lessee

against all liability for damages to person or property in or about the Property; the amount of said liability insurance shall not be less than the amounts set forth in paragraph L above. The renewal forms of such policies or certificates shall be delivered to Lessor not less than 30 days prior to the expiration of each current policy. Such policies shall provide that they may not be cancelled unless 15-days prior written notice to Lessor is given.

13. Indemnification. Lessee agrees to and shall indemnify and hold Lessor, its agents, employees, successors, and assigns, harmless against any and all claims, losses, injuries, demands, and expenses, including but not limited to, legal expenses, of whatsoever nature, arising from: the negligence of Lessee, its officers, agents, invitees and/or employees; the failure by the Lessee to perform any covenant required to be performed by the Lessee hereunder; any accident, injury or damage, except those attributable to some act or omission of Lessor, which shall happen on or about the Property or appurtenances, or on or under the adjoining streets, sidewalks or curbs, or resulting from the condition, maintenance or operation of the Property or of the adjoining streets, sidewalks or curbs; Lessee's failure to comply with any requirements of any governmental authority; and any mechanic's lien, or security agreements filed against the Property as a result of the acts of the Lessee, and shall, at its own expense, defend Lessor against any and all suits or actions arising out of such acts or claimed acts, and all appeals therefrom, and shall satisfy and discharge any judgment which may be awarded against Lessor, including, but not limited to, Lessor's attorneys' fees in any such suit or action. The indemnification and assumption of liability and obligations herein provided shall continue in full force and effect notwithstanding the termination of this Lease, whether by expiration of time, by operation of law, or otherwise.

14. Taxes and Assessments. To the extent Lessee's occupation or use of the Property subjects the Property to any real property taxes, assessments or like charges, Lessee agrees to pay all such real property taxes, assessments (general and specific) and other public charges levied, assessed or otherwise imposed upon the Property, all promptly before the same or any part thereof becomes past due and to promptly provide Lessor with evidence of all such payments. Lessee shall also pay promptly when due all taxes levied against its own personal property and all taxes, assessments and other public charges whatsoever arising in respect to and because of Lessee's occupancy, use or possession of the Property. Lessee shall furnish to Lessor, within 30 days after the date any amount is payable by Lessee, as provided in this paragraph, copies of official receipts of the appropriate taxing authority or other proof satisfactory to Lessor evidencing payment.

15. Lessee's Alterations and Improvements. No material alteration, addition or improvement to the Property shall be made by Lessee without the prior written consent of Lessor. Any alteration, addition or improvement made by Lessee after such consent shall have been given, and any fixtures installed as part thereof (except the Lessee's moveable trade fixtures), shall at Lessor's option become the property of Lessor upon the expiration or other sooner termination of this Lease; provided, however, that Lessor shall have the right, in writing as part of the written consent, to require Lessee to remove such fixtures at Lessee's cost upon such termination of this Lease. Alterations to restore property to original state (e.g., broken window) can be completed without prior approval of Lessor.

16. Damage by Casualty, Fire and Duty to Repair. If all or any part of the Property is damaged or destroyed by fire or other casualty, Lessor shall, within 15 days of receipt of notice of the occurrence thereof, elect whether to repair and rebuild the Property and notify the Lessee of the election. If Lessor elects not to repair or rebuild, Lessee, within 15 days of receipt of such notice, may elect to terminate this Lease by notice to Lessor. If Lessee elects to terminate this Lease, it will be terminated 30 days after its notice to Lessor. If there is a substantial interference with the operation of Lessee's business or activities in the Property and this Lease has not been terminated, the then applicable Lease Payment shall be equitably apportioned for the duration of the time required to complete the repairs. Except to the extent provided for in this paragraph, neither the Lease Payment obligation nor any of Lessor's obligations under any provision of this Lease shall be affected by any damage to or destruction of the Property by any cause whatsoever, and the Lessee hereby waives any and all additional rights it might otherwise have under any law or statute.

17. Waiver of Subrogation Rights. Neither party shall be liable to the other party for loss arising out of damage to or destruction of the Property or the contents thereof when such loss is caused by any of the perils which are or could be included within or insured against by a standard fire insurance policy with standard extended or special form coverage endorsement, including sprinkler leakage insurance and business interruption insurance, if any. All such claims for any and all loss, however caused, are hereby waived. Said absence of liability shall exist without regard to whether the damage or destruction is caused by the negligence of either Lessor or Lessee or by any of their respective agents or employees. Lessee shall not have any interest or claim in the Lessor's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint insured and notwithstanding any other provision hereof. If Lessee at any time is unable to obtain inclusion of any of the matters set forth above in any of its policies,



Lessee shall, at its own expense, have Lessor named in such policies as one of the insureds.

18. Eminent Domain.

(a) If the whole or any part of the Property shall be so taken as to render the remainder thereof unuseable for the activities described hereinabove at paragraph I, then Lessor and Lessee shall each have the right to terminate this Lease on 30 days' written notice to the other given not later than ten (10) days after the date of such taking. In the event this Lease shall terminate or be terminated, the Lease Payment shall, if and as necessary, be prorated based on actual days of occupancy.

(b) All compensation awarded or paid upon such a total or partial taking of the Property shall belong to and be the property of Lessor without any participation by Lessee; provided, however, that nothing contained herein shall be construed to preclude Lessee from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, or depreciation to, damage to, or cost of removal of, or for the value of stock, trade fixtures, furniture, and other personal property belonging to Lessee; provided further, however, that no such claim shall diminish or otherwise adversely affect Lessor's award or the award of any fee mortgage.

(c) Lessor will not exercise its eminent domain authority with respect to the Property.

19. Surrender Upon Termination. At the expiration of the term of this Lease or upon any sooner termination hereof, the Lessee will quit and deliver up said Property and all future erections or additions to or upon the same, broom clean, to Lessor or those having Lessor's estate in the property, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage or loss excused pursuant to the terms hereof excepted, as the same are now in or hereafter may be put in by Lessor and Lessee.

20. Liquidated Damages. In the event Lessee shall fail to deliver the Property as agreed above, or fails to pay any fee or charge due to Lessor on the date required, Lessee shall become liable for the payment, at the option of Lessor, of a sum for each and every day which it holds possession and fails to deliver over possession or make such payment in the amount and manner set forth at paragraph N above. Lessor, by availing itself of the rights and privileges granted by this clause and the acceptance

of said liquidated fee, shall not be deemed to have waived any of the rights and privileges granted in other parts of this Lease (including, but not limited to, the continuing charge of the Lease Payment), but the rights granted under this clause shall be considered in any event as in addition to and not in exclusion of such rights and privileges.

21. Attorneys' Fees and Court Costs. If any case, suit, action or arbitration is instituted to enforce compliance with any of the terms, covenants or conditions of this Lease, or to collect any Lease Payment(s) which may become due hereunder, or any portion thereof, the losing party agrees to pay such sum as the trial court or arbitrators may adjudge reasonable as attorneys' fees to be allowed the prevailing party in such suit, action or arbitration, and in the event any appeal is taken from any judgment or decree in such suit or action, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as prevailing party's attorneys' fees on such appeal.

22. Waiver. Any waiver by Lessor of any breach of any covenant herein contained to be kept and performed by Lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

23. Notices. Any notice required by the terms of this Lease to be given by one party to the other or desired so to be given, shall be sufficient if in writing contained in a sealed envelope, deposited with the U.S. Postal Service, postage pre-paid. If intended for the Lessor then notice shall be addressed to Lessor at P.O. Box 13220, Portland, Oregon 97213; if intended for the Lessee notice shall be addressed to Lessee at the address set forth in paragraph A above.

24. Performance of Obligations. If any party shall be in default hereunder, the other party may cure such default on behalf of the defaulting party, in which event the defaulting party shall reimburse the other party for all sums paid to effect such cure, together with interest at the judgment rate. In order to collect such reimbursement Lessor shall have all the remedies available under this Lease for a default in the payment of the Lease Payment.

25. Arbitration. In the event of any controversy between the parties over the application of paragraphs 16 or 18 of this Lease, the same shall be settled by arbitration at Portland, Oregon in accordance with the then existing rules of the American Arbitration Association, and judgment upon the award rendered may be entered into any court having jurisdiction thereof.

26. Default.

(a) Lessor may give the Lessee 30 days' notice of intention to terminate this Lease in any of the following circumstances:

(i) If Lessee shall be in default in the performance of any covenant of the Lease (other than the covenants for payment of the Lease Payment or other sums payable under this Lease) and if such is not cured within 30 days after written notice thereof given by Lessor; or, if such default shall be of such nature that it cannot be cured completely within such 30-day period, if the Lessee shall not have promptly commenced within such 30-day period or shall not thereafter proceed with reasonable diligence and in good faith to remedy such default.

(ii) If the Lessee shall be adjudicated as bankrupt, make a general assignment for the benefit of creditors, or take the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Lessee's property and such appointment is not vacated within 90 days. For these purposes the "Lessee" shall mean the Lessee then in possession of the Property.

(iii) If the Property becomes vacant or deserted for a period of 30 days.

(iv) If this Lease shall be assigned or the Property sublet other than in accordance with the terms of this Lease and such default is not cured within 15 days after notice.

(b) Lessor may give the Lessee 30 days' notice of intention to terminate this Lease if the Lessee shall be in default in the payment of any Lease Payment or other sums payable under the terms of this Lease.

(c) Lessor may terminate this Lease Agreement upon 90 days' written notice if Lessee's use of the premises ceases to be that hereinabove described in paragraph I; if Lessee loses any license, permit or qualification necessary to use the Property as hereinabove described in paragraph I; or if Lessee uses the Property in such a way as to jeopardize its entitlement to any such necessary license, permit or qualification.

(d) If Lessor shall give notice of termination as provided above, then at the expiration of such period

this Lease shall terminate as completely as if that were the date herein definitely fixed for the expiration of this Lease, and Lessee shall then surrender the Property to Lessor. If this Lease shall so terminate, it shall be lawful for Lessor, at its option, without formal demand or notice of any kind, to re-enter the Property and to remove the Lessee therefrom without being liable for any damages therefor. Upon the termination of this Lease, as herein provided, Lessor shall have the right, at its election, to terminate any sublease then in effect, without the consent of the subleasee concerned.

(e) Except for termination provided in paragraph 27 below, the Lessee shall remain liable for all its obligations under this Lease despite Lessor's reentry; in all cases of termination, the Lessor may lease or use the Property as agent for the Lessee or otherwise, if Lessor so elects; provided, however, that in the event the Property is re-leased by Lessor, Lessee shall be entitled to a credit in the net amount of lease payments received by Lessor after deduction of reasonable expenses incurred in re-leasing. As an alternative, at the election of Lessor, Lessee shall, upon such termination, pay to Lessor as damages such a sum as at the time of such termination represents the amount of the excess, if any, of the value of the total Lease Payments and other benefits that would have accrued to Lessor under this Agreement for the remainder of its term had the provisions of this Lease been fully complied with by Lessee, over and above the reasonable lease value of the Property for the balance of the term, both discounted to the then value.

27. Termination by Lessee. In the event Lessee loses its contract for services, funding, or experiences other extreme hardship which necessitates discontinuation of use of the Property in the manner described in paragraph I, Lessee shall have the right to terminate this Lease by giving Lessor 180 days' prior written notice.

28. Miscellaneous Provisions.

(a) Time is of the essence in this Lease with respect to performance by the Lessee of its obligations hereunder.

(b) In construing this Lease, masculine or feminine pronouns shall be substituted for those neuter in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context requires.

(c) If there is more than one party Lessee, the covenants of this Lease shall be the joint and several obligations of each such party, and, if Lessee is a partnership, the covenants of the Lessee shall be the joint and several obligations of each of the partners and the obligations of the partnership.

(d) The parties agree to execute and deliver any instruments in writing necessary to carry out any agreement, amendment, term, condition, or assurance in this Lease whenever the occasion shall arise and request for such instruments shall be made.

(e) The specified remedies to which Lessor may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress, as provided herein or by law, to which Lessor may be lawfully entitled in case of a breach or threatened breach by Lessee of any provision or provisions of this Lease.

(f) The captions of this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

(g) This Lease, together with any written agreements which shall have been executed simultaneously herewith, contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Lease or the simultaneous writings heretofore referred to. All prior understandings, terms or conditions are deemed merged in this Lease. This Lease cannot be changed or supplemented orally.

(h) If any provision of this Lease shall be declared invalid or unenforceable, the remainder of this Lease shall continue in full force and effect.

29. Additional Terms and Conditions. Additional terms and conditions of this Lease are set forth at paragraph O above and have the same force and effect as if printed herein; provided, however, that in the event that any portion of paragraph O conflicts with any provision of this Lease, and both may not be given effect, paragraph O shall control.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument in duplicate, the day and year set forth at paragraph B above, Lessor's signature being by the authority of

its Board of Commissioners [and any corporate signature of Lessee being by authority of the board of directors of such corporation].

The following individuals, on behalf of Lessor and Lessee, acknowledge by execution hereof that each has read this Lease in full, understand this Lease and agree to be bound by the terms recited therein.

HOUSING AUTHORITY OF PORTLAND  
OREGON (HAP)

By: \_\_\_\_\_  
Executive Director

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

"Lessor"

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

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

"Lessee"

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

200031

(For Clerk's Use)

Meeting Date MAY 31 1990

Agenda No. R-4

ORIGINAL

REQUEST FOR PLACEMENT ON THE AGENDA

Ratification of Intergovernmental Agreement with

Subject: U.S. Dept. of Energy, BPA

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

Formal Only May 24, 1990  
(Date)

DEPARTMENT Sheriff's Office

DIVISION Enforcement Branch

CONTACT R. Showalter

TELEPHONE 255-3600

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Robert G. Skipper

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

Ratification of Intergovernmental Agreement with U.S. Dept. of Energy, Bonneville Power Administration, to continue the lease of Biddle Butte property microwave radio station site. Effective date 07/01/90 Termination date 06/30/91.

*4/8/90 originals to R. Showalter*

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ ~~APPROVAL~~  
RATIFICATION

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

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other \_\_\_\_\_

SIGNATURES:

Sheriff  
DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: R. Showalter

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Sandra Duff

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

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

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 2-0003-1

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

CLASS I	CLASS II	CLASS III
<input checked="" type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center;"> <b>RATIFIED</b>  <b>Multnomah County Board</b>  <b>of Commissioners</b>            R-4      May 31, 1990         </div>

RETURN TO: R. SHOWALTER 313/225

Contact Person Charles Fessler Phone 255-3600 Date 05/04/90Department Sheriff's Office Division Enforcement Branch Bldg/Room \_\_\_\_\_Description of Contract Lease of Biddle Butte property Microwave Radio Station Site.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF
 Contractor Name U.S. Dept. of Energy-Land Mgt.  
Bonneville Power Admin.  
P.O. Box 3621  
 Mailing Address Portland, OR 97208-3621
Phone (503) 230-4575

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

Effective Date 07-01-90Termination Date 06-30-91Original Contract Amount \$ 2,425.00

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

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

**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director \_\_\_\_\_  
(Class II Contracts Only)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 5/15/90

Date \_\_\_\_\_

Date 5-18-90Date 5/31/90

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT		INC/ DEC IND
01.	100	020	3102			6170						
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

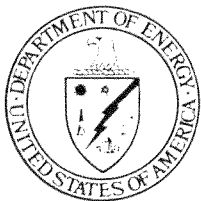
WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE





200031

ORIGINAL

## Department of Energy

Bonneville Power Administration  
P.O. Box 3621  
Portland, Oregon 97208-3621

MAY 2 1990

In reply refer to: MMLC (Case No. 890087)  
Tract No. Biddle Butte Microwave Radio  
Station Site  
Lease No. DE-RL79-88BP49099

Mr. Charles Fessler, Undersheriff  
Multnomah County Sheriff's Office  
12240 NE. Glisan Street  
Portland, OR 97230

Dear Mr. Fessler:

Your lease for joint use of the subject microwave radio station will expire June 30, 1990. Bonneville Power Administration is agreeable to renewing this lease for a 1-year period beginning July 1, 1990, through June 30, 1991. All terms and conditions of your present lease will remain the same.

Please check the appropriate box provided below indicating whether or not you desire to renew this lease for another year. If renewal is satisfactory to you, you should sign and return to me the original of this letter together with your check or money order in the amount of \$2,425 prior to June 30, 1990. A business-reply envelope is enclosed for your use.

Failure to return this letter as prescribed above will result in termination of your lease upon its expiration date. In such event, you are to vacate the premises and remove any and all of your equipment from the leased area prior to June 30, 1990, the expiration date of your present lease.

If you have questions regarding this matter, you should contact Marie Richardson of this office. Her telephone number is (503) 230-3249.

Sincerely,

*Renee M. Ferrera*  
Renee M. Ferrera  
Chief, Land Management Section

Enclosure

☒ The above letter extending this lease through June 30, 1991, is accepted.  
☐ I do not desire to renew the above lease.

RATIFIED

REVIEWED:

LARRY KRESSEL

County Counsel for

Multnomah County, Oregon

Multnomah County Board  
of Commissioners

May 31, 1990

Multnomah County, Oregon

By

Title

BY: *Sandra Duff* Date: 5-18-90 Date: 5/31/90

BUDGET MODIFICATION NO. meso 45

(For Clerk's Use) Meeting Date

MAY 31 1990

Agenda No. R-51. REQUEST FOR PLACEMENT ON THE AGENDA FOR may 31, 1990  
(Date)DEPARTMENT Sheriff's OfficeDIVISION Law EnforcementCONTACT R. ShowalterTELEPHONE 251-2441

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

## SUGGESTED

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

Budget modification transferring \$3,500 from the Supplies line item to the Equipment line item to allow for the purchase of a flat-bottom boat for River Patrol.

## (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 move \$3,500 from the Supplies line item to the Equipment line item in the River Patrol budget to allow for the purchase of a flat-bottom boat. This will allow us to replace a 16 year-old boat that has cracks and leaks.

This purchase was not budgeted for because it was assumed that the State Marine Board would purchase this boat. They are unable to finance this purchase, but will finance the replacement of another boat next year.

This modification affects the General Fund portion of the River Patrol budget.

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

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

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

After this modification

\$ \_\_\_\_\_

Originated By

Date

Department Manager

Date

Budget Analyst

Date

Personnel Analyst

Date

Board Approval

Date

## TRANSACTION EB [ ]

5

TRANSACTION DATE.

ACCOUNTING PERIOD

BUDGET FY.

Document  
Number

## Action

Fund

**Agency**

Organi-  
zation

### Activity

Reporting  
Category

**Object**

Current  
Amount

Revised  
Amount

Change  
Increase  
(Decrease)

Sub-  
Total

### Description

		100	020	3316			6230			(3,500)		Supplies
											(3,500)	Materials and Service
		100	020	3316			8400			3,500		Equipment
											3,500	Capital Outlay
TOTAL EXPENDITURE CHANGE										0	0	TOTAL EXPENDITURE CHANGE

## REVENUE

TRANSACTION RB [ ]

GA [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document  
Number

### Action

Fund

**Agency**

Organi-  
zation

### Activity

Reporting  
Category

Source

Current  
Amount

Revised  
Amount

Change  
Increase  
(Decrease)

Sub-  
Total

### Description

TOTAL REVENUE CHANGE												TOTAL REVENUE CHANGE

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

(For Clerk's Use)

Meeting Date

**MAY 31 1990**

Agenda No.

R-CP

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Notice of Intent

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

Formal Only MAY 31, 1990  
(Date)

DEPARTMENT District Attorney DIVISION \_\_\_\_\_

CONTACT Kelly Bacon TELEPHONE x3105

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Michael D. Schunk

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

Anti-Drug State Formula funds for overtime and informant activities by the Regional Organized Crime and Narcotics Task Force.

*K. Bacon notified*

(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 \_\_\_\_\_

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☐ General Fund

Other \_\_\_\_\_

SIGNATURES:

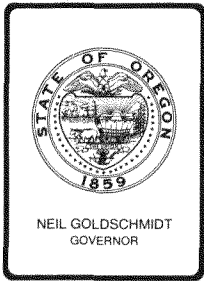
DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER Michael D. Schunk by kg2

BUDGET / PERSONNEL Thomas D. Spivey Donald H. Winkley

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

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

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



## *Criminal Justice Services Division*

155 COTTAGE STREET NE, SALEM, OREGON 97310 PHONE (503) 378-4123

April 24, 1990

Kelly Bacon  
Tri-County Drug Task Force  
Multnomah County District Attorney's Office  
Multnomah County Courthouse, Room 600  
Portland, OR 97204

Dear Mr. Bacon:

Enclosed is the FY 1990 Drug Control and System Improvement Formula Grant Application Packet. To continue your yearly funding, please complete this application kit, and submit it to my office by June 6, 1990, at 5:00 p.m. I will need one original, and two copies.

Funding for this program will begin July 1, 1990. This was done in an effort to simplify your local government budget process. This means you will receive funding from both the 1989 grant application (the last three months of which are July, August, and September 1990) and the first three months of the 1990 program (which will also run July, August, and September 1990).

Inasmuch as you will be able to draw funds from both years at the same time, we are requesting that each grantee submit a plan for a new operation or initiative that your program would like to undertake. In any event, 1990 funding will end on June 30, 1991.

If you have any questions, please don't hesitate to contact me at 373-1509. You may mail your completed application packet to me: Federal Grants Manager, Criminal Justice Services Division, 155 Cottage St., NE, Salem, OR 97310.

Sincerely,

*Harry Edminster*  
Harry E. Edminster  
Federal Grants Manager

HEE/jr:ga

Enclosure

# NOTICE OF INTENT

TO: Board of County Commissioners

DATE:

Department: District Attorney

Contact Person: Kelly Bacon, 3105

Grantor Agency: Oregon Exec. Dept.; Criminal Justice Coord Office

Beginning Date of Grant: July 1, 1990

Project Title: Anti-Drug Task Force (ROCN)

## PROJECT DESCRIPTION AND GOALS:

The goal is to reduce the amount and availability of illicit drugs through coordinating enforcement, investigation and prosecution of specific targeted drug distribution networks. The ROCN Task Force is a multi-agency effort that has been in operation since 1987 in the tri-county area. The Multnomah County District Attorney's Office acts as the grantee for those state formula funds set aside for state task forces.

## PROJECT ESTIMATED BUDGET:

	<u>Direct</u>	<u>Indirect</u>	<u>Total</u>	<u>Percent</u>
Federal Share			0	0.00%
State Share	227,948	23,889	251,837	75.00%
County Share	75,983	7,963	83,946	25.00%
Total	303,931	31,852	335,783	

## OTHER GRANT INFORMATION

### EXPLANATION OF COUNTY SHARE:

The 25% hard-match will be provided by the funds that have been seized and forfeited to ROCN via federal equitable sharing statutes.

### SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS

Finance\_\_\_\_ Department \_\_\_\_ IF DEPT. REPORTS, INDICATE REASONS:

### GRANT DURATION AND FUTURE RATIO (match per year):

One Year.

ADVANCE REQUESTED Yes\_\_\_\_ No \_\_\_\_ IF NOT, INDICATE REASONS:

RECEIPT OF FUNDS WILL BE DEPOSITED TO: P.O. Box \_\_\_\_ Wired Directly \_\_\_\_

IF NOT, INDICATE REASONS:

PERSONNEL	<u>Full Time</u>	<u>Fringe</u>	<u>Total</u>
Deputy District Attorney 3	31,383	12,052	43,435
<u>Office Assistant 2</u>	<u>14,376</u>	<u>6,740</u>	<u>21,116</u>
Total	45,759	18,792	64,551

## EXPLAIN MATERIALS & SERVICES AND CAPITAL EXPENDITURES

Overtime	80,000
Professional Services	121,680
Supplies	6,000
Rent	3,500
Equipment	28,200
<u>Total</u>	<u>239,380</u>

## COMMENTS

Planning & Budget Division

 5/23/90  
Budget Analyst Signature Date

Finance Division

 5/23/90  
Finance Division Signature Date

Employee Services

 5/23/90  
Personnel Analyst Signature Date

Department Director

 5/23/90  
Department Director Signature Date

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

(For Clerk's Use)  
Meeting Date MAY 31 1990  
Agenda No. R-7

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Notice of Intent

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

Formal Only MAY 31, 1990  
(Date)

DEPARTMENT District Attorney DIVISION \_\_\_\_\_

CONTACT Kelly Bacon TELEPHONE x3105

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Michael D. Schrunk

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

BJA grant for ROCN Task Force activities

*K. Bacon notified*

(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 \_\_\_\_\_

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☐ General Fund

Other \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Michael D. Schrunk by KGR

BUDGET / PERSONNEL Thomas S. Sparr / NA

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

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

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



# NOTICE OF INTENT

TO: Board of County Commissioners

DATE: May 18, 1990

Department: District Attorney

Contact Person: Kelly Bacon, 3105

Grantor Agency: Bureau of Justice Assistance, DOJ

Beginning Date of Grant: July 1, 1990

Project Title: Organized Crime/Narcotic Program (Continuation)

## PROJECT DESCRIPTION AND GOALS:

The BJA OCN program is designed to encourage local jurisdictions to develop and maintain coordinated multi-jurisdictional anti-drug enforcement activities. There is to be formed structure to the effort and it is to be characterized by pooling of resources and shared functions among agencies. The funds are specifically designed to assist targeted investigations by providing multi-agency task forces with overtime, informant and evidence purchasing capabilities.

## PROJECT ESTIMATED BUDGET:

	<u>Direct</u>	<u>Indirect</u>	<u>Total</u>	<u>Percent</u>
Federal Share	180,000	18,864	198,864	0.00%
State Share			0	0.00%
County Share			0	0.00%
Total	180,000	18,864	198,864	

## OTHER GRANT INFORMATION

### EXPLANATION OF COUNTY SHARE:

No County match required. Grant pays full indirect rate of 10.48% which will result in \$18,864 for administrative cost recovery.

### SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS

Finance\_\_\_\_ Department \_\_\_\_ IF DEPT. REPORTS, INDICATE REASONS:

### GRANT DURATION AND FUTURE RATIO (match per year):

One Year.

ADVANCE REQUESTED Yes\_XX\_ No \_\_\_\_ IF NOT, INDICATE REASONS:

RECEIPT OF FUNDS WILL BE DEPOSITED TO: P.O. Box \_\_\_\_ Wired Directly \_\_\_\_

IF NOT, INDICATE REASONS:

**PERSONNEL**Full TimeFringeTotal**EXPLAIN MATERIALS & SERVICES AND CAPITAL EXPENDITURES**

Overtime 55,000  
Travel 15,000  
Profession 110,000

---

Total 180,000**COMMENTS**

Planning &amp; Budget Division

 5/23/90  
Budget Analyst Signature Date

Finance Division

 5/23/90  
Finance Division Signature Date

Employee Services

---

Personnel Analyst Signature Date

Department Director

 5/23/90  
Department Director Signature Date

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

(For Clerk's Use)

Meeting Date MAY 31 1990

Agenda No. R-8

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Notice of Intent

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

Formal Only MAY 31, 1990  
(Date)

DEPARTMENT District Attorney DIVISION \_\_\_\_\_

CONTACT Kelly Bacon TELEPHONE x3105

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Michael D. Schunk

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

BJA grant for Financial Investigation Unit assigned to ROCN.

*K. Bacon notified*

(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 \_\_\_\_\_

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☐ General Fund

Other \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Michael D. Schunk by K

BUDGET / PERSONNEL Thomas G. Sizer Donald H. Winkley JR

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

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

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

# NOTICE OF INTENT

TO: Board of County Commissioners

DATE: May 18, 1990

Department: District Attorney  
Contact Person: Kelly Bacon, 3105  
Grantor Agency: Bureau of Justice Assistance, DOJ  
Beginning Date of Grant: September 30, 1990  
Project Title: FINVEST (Financial Investigation)

## PROJECT DESCRIPTION AND GOALS:

The goal of the Financial Investigation Program is to develop a comprehensive operation approach to the investigation and prosecution of narcotics related financial crime, including asset recovery programs and mechanisms. This program is in its second year of effort and has assisted the Portland Regional Organized Crime and Narcotics Task Force in identifying, investigating and prosecuting mid-level narcotics trafficking.

## PROJECT ESTIMATED BUDGET:

	<u>Direct</u>	<u>Indirect</u>	<u>Total</u>	<u>Percent</u>
Federal Share	165,612	19,388	185,000	0.00%
State Share			0	0.00%
County Share			0	0.00%
Total	165,612	19,388	185,000	

## OTHER GRANT INFORMATION

### EXPLANATION OF COUNTY SHARE:

Direct discretionary grant from BJA, so match is not an issue. Indirect rate of 10.48% will result in \$19,388 for administrative cost recovery.

SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS  
Finance\_\_\_\_ Department \_\_\_\_ IF DEPT. REPORTS, INDICATE REASONS:

GRANT DURATION AND FUTURE RATIO (match per year):  
One Year.

ADVANCE REQUESTED Yes\_XX\_ No \_\_\_\_ IF NOT, INDICATE REASONS:

RECEIPT OF FUNDS WILL BE DEPOSITED TO: P.O. Box \_\_\_\_ Wired Directly \_\_\_\_  
IF NOT, INDICATE REASONS:

<b>PERSONNEL</b>	<u>Full Time</u>	<u>Fringe</u>	<u>Total</u>
Deputy District Attorney 3	40,632	15,690	56,322
DA Investigator	39,926	17,483	57,409
<u>Office Assistant 3</u>	<u>20,796</u>	<u>9,496</u>	<u>30,292</u>
Total	101,354	42,669	144,023

## EXPLAIN MATERIALS & SERVICES AND CAPITAL EXPENDITURES

Professional Services	16,589
Education and Training	5,000

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Total	21,589
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## COMMENTS

Planning & Budget Division

	5/23/90
Budget Analyst Signature	Date

Finance Division

	5/23/90
Finance Division Signature	Date

Employee Services

	5/23/90
Personnel Analyst Signature	Date

Department Director

	5/23/90
Department Director Signature	Date



INSTITUTE FOR INTERGOVERNMENTAL RESEARCH

P. O. Box 12729  
Tallahassee, Florida 32317  
Phone (904) 385-0600  
Fax (904) 422-3529

April 17, 1990

The Honorable Michael D. Schrunk  
District Attorney  
Multnomah County Courthouse, Room 600  
1021 S.W. Fourth Avenue  
Portland, Oregon 97204

Dear Mike:

Thank you for participating in the OCN/FINVEST Conference in Atlanta last month. We hope you found the topics of value and benefited from meeting with the other participants in these programs.

We are pleased to report that the Bureau of Justice Assistance has announced that continuation funding will be available for both the OCN and FINVEST programs. Enclosed is a packet of forms for your use in applying for OCN continuation funding. The application "start date" should be July 1, 1990, and the period of the award 12 months. Due to the June 30 termination of your OCN contract with IIR, we advise that you prepare this continuation application as quickly as possible.

Please send the original and three copies to IIR for review. We will then forward them to BJA for a final determination on funding. An application packet for FINVEST continuation funding is being forwarded separately. If you have any questions on the application process, please call John Moore.

We look forward to working with you on this program.

Sincerely,

A handwritten signature in cursive script, appearing to read "Emory".

Emory B. Williams

EBW:js

Enclosures

Meeting Date MAY 31 1990  
Agenda No.: R-9

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Resolution Regarding Continued Coordination in a Regional Planning Process for Parks and Natural Areas

BCC Informal May 29, 1990 BCC Formal May 31, 1990  
(date) (date)

DEPARTMENT Environmental Services DIVISION Parks Services

CONTACT C. Ciecko TELEPHONE 5050

PERSON(S) MAKING PRESENTATION C. Ciecko

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10-15 minutes

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

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

This resolution formally acknowledges an ongoing coordinated regional planning process regarding parks and natural areas and commits the County to continuing its cooperation in the planning process through the analysis stage leading ultimately to the development of a Regional funding strategy for the acquisition and management of natural areas.

*6/8/90 copies to Charlie C.  
& Paul Y.*

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER cc. 

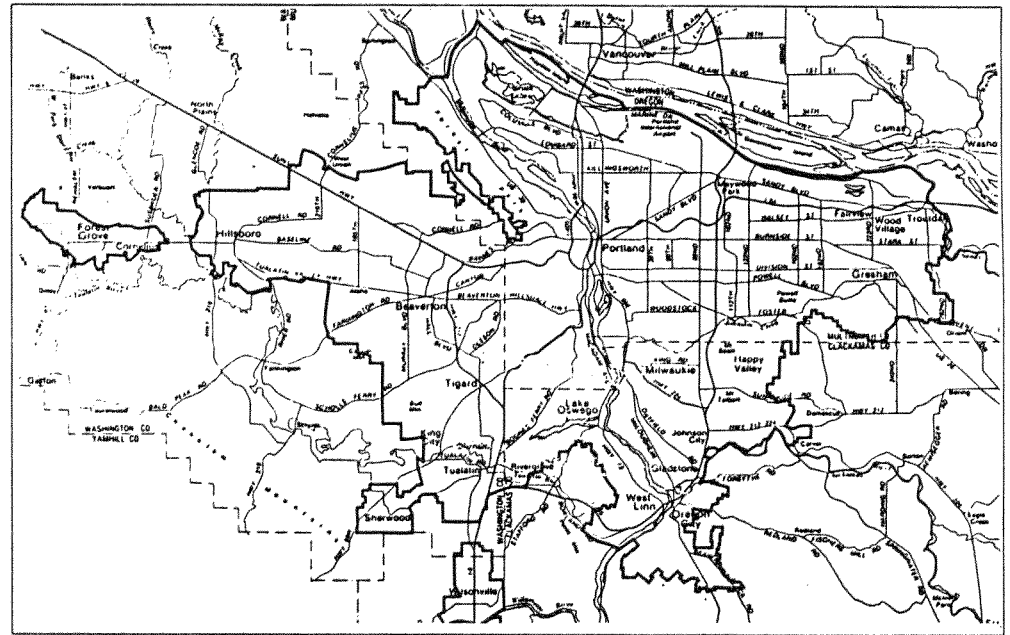
(All accompanying documents must have required signatures)

## Program Overview

# Regional Natural Areas, Open Space and Corridors

Metro, in cooperation with cities, counties, special districts, state and federal agencies, non-profit park advocate organizations and citizens, is taking a leadership role in the development of a regional plan to preserve, protect and potentially acquire natural areas and open space.

As our four-county region continues to grow (+486,000 people during the next 20 years), we need to take a special look at our natural resources. How can we protect our rivers, streams, creeks, wetlands, forests, meadows, parks, greenways and other wildlife habitat which make up a large portion of the quality of life we enjoy? How do we ensure that fish and wildlife will be able to live and thrive in our fast developing urban environment? How can we be stewards of our natural resources for future generations?



Phase 1 June 1989	Phase 2 September 1989 through July 1990	Phase 3 July 1990 through June 1991	Phase 4 July 1991 through June 1992	Phase 5 November 1992 or May 1993	Phase 6 1993 and beyond
<p>Acquisition of color-infrared aerial photographs as a base to identify natural areas and open space.</p> <p>Coordination with local, state and federal agencies, and non-profit organizations on the project.</p> <p>Work towards a regional consensus and partnership in developing a program.</p> <p>Convene the regional Parks and Natural Areas Advisory Group.</p>	<p>Inventory, site visits, developing and incorporating data into Metro's Regional Land Information System (RLIS) and mapping of natural areas within the region.</p> <p>Establishment of a planning process to include local governments, state and federal agencies, other appropriate organizations and citizens.</p> <p>Convene a policy advisory committee of elected officials and citizens to guide the planning process.</p> <p>Identify local, regional, state, federal and private resources.</p>	<p>Development of regional natural areas, open space, policies, strategies, plan and map.</p> <p>Development of regional corridors and trails plan.</p> <p>Conduct public outreach and education programs working in cooperation with the Portland Audubon Society's Metropolitan Wildlife Refuge System and other interest groups.</p>	<p>Development of an acquisition and financing plan for natural areas, open space and corridors/trails.</p> <p>Identify local, regional, state, federal and private resources.</p> <p>Development of management and operations recommendations for natural areas and regional corridors.</p> <p>Conduct public outreach and education programs.</p> <p>Outline political issues through the policy advisory committee.</p>	<p>Coordination of local/regional acquisition and development program(s). Local/regional bond/serial levy(ies) or other funding mechanisms.</p> <p>Public outreach and education programs.</p> <p>Election campaign.</p>	<p>Implementation and management of a regional natural areas, green space and corridors system.</p> <p><b>Questions?</b> Contact Mel Huie or Pat Lee at Metro. 2000 SW First Ave. Portland, OR 97201</p> <p>(503) 221-1646</p> <p>April 1990</p> <p><b>METRO</b></p>





OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

TO: Board of County Commissioners  
Paul Yarborough, DES

FROM: Charles Ciecko *CC*

DATE: May 9, 1990

SUBJECT: Resolution Regarding Coordinated Regional Planning Process  
For Parks and Open Space

Please find attached a resolution regarding the above referenced topic and a "position paper" which provides background material as well as a recommended direction for the future. This resolution will be introduced to County Commissioners and city councils throughout the Metro district in an effort to establish, for the first time, formal consensus for a regional approach to the natural areas issue.

The two primary points of the Resolution are:

1. Multnomah County supports a "cooperative regional planning process" and the establishment of a Policy Committee to guide the direction of the process.
2. Multnomah County will participate with other metropolitan jurisdictions in the continuation of the coordinated and cooperative effort which will ultimately result in a regional funding strategy for the acquisition and management of natural areas.

Since 1987, Multnomah County has provided approximately \$20,000 to Metro for a parks inventory and mapping process; a region-wide infra-red aerial photograph project and a natural areas mapping/inventory project. An additional \$15,000 is included in the 90-91 Parks Budget for an analysis of the natural areas inventory.

The County, through the Dept. of Environmental Services, has also actively participated in the ongoing natural areas planning process by attending Parks Forum meetings, involvement with various sub-committees and visiting East Bay Regional Park District on two occasions.

Finally, the Board of County Commissioners has identified support of the natural areas planning process as a priority in its strategic planning process.

Based on the County's ongoing financial investment, commitment of substantial staff time and previous policy direction, I believe the resolution accurately reflects current County policy.

Memo  
May 9, 1990  
Page 2

Please note references in the Resolution to "funding strategies" and a "regional natural areas system." In order to avoid misinterpretation regarding the current status of these issues, the "position paper" makes the following statement:

"It should be emphasized that, while there was a strong consensus for moving forward toward the development of a regional natural areas program, there is currently no consensus on how to achieve that end. The development of such a system will be an evolutionary process, one which must be initiated immediately."

The reception which this resolution receives as it makes the rounds to the various municipalities and counties within the Metro District should give a reasonably good indication of the potential for this concept to mature to a reality.

If you have any questions or concerns regarding this issue, please contact me at 248-5050.

Thank you.

CC:vh

Enclosure

3238p

**RECOMMENDATIONS FOR  
A REGIONAL SYSTEM OF NATURAL AREAS  
IN THE PORTLAND-VANCOUVER METROPOLITAN AREA**

**A Position Paper Prepared by**

**Michael C. Houck  
Esther Lev  
Joseph Poracsky  
Lynn Sharp**

**March 7, 1990**

"Our options are expiring. As far as open space is concerned, it doesn't make a great deal of difference when the projected new population reaches target or whether it is going to be housed in green-belted mega-structures or linear cities or what. The land that is still to be saved will have to be saved within the next few years. We have no luxury of choice. We must make our commitments now and look to this landscape as the last one. For us it will be."

- William H. Whyte, The Last Landscape, 1971

## FOREWORD

Over the past couple of years interest in urban growth management and the need for a comprehensive natural areas program has grown in the Portland-Vancouver metropolitan region. To date, the Metropolitan Service District (Metro) has taken a lead role in coordinating a Natural Areas Inventory, that could develop into a natural areas program. This project was undertaken by consensus and with the participation by all four counties, numerous cities, and park districts in the Portland-Vancouver metropolitan region.

In January of 1990, a group of twenty-nine people, including elected officials, planners, park professionals, and environmental consultants visited the East Bay Regional Park District (EBRPD) in Oakland, California. The purpose of the trip was to tour an existing regional park system to learn about EBRPD's administrative, financial, political, educational, recreational and land acquisition programs.

The consensus of the elected officials on the tour, from Clackamas, Clark, Multnomah and Washington counties, the city of Portland, the city of Beaverton, and Metro, was that there is a need for and advantages to creating a regional system in the four-county Portland-Vancouver area.

Attendees of the East Bay trip decided that an important follow up task was to define the rationale, goals and purposes of a regional natural areas program. The group also decided that a list of tasks and timelines was needed. We were asked to draft this "position paper", to describe what lies ahead to the elected officials and park professionals who attended the East Bay tour, and to their colleagues and constituents. A resolution incorporating the concepts presented in this position paper will be drafted for action by local officials at each city and county within the four-county metropolitan area. It is important to note that numerous jurisdictions have already provided support for the regional Natural Areas Inventory through Metro's Parks & Natural Areas Advisory Group and its forums, and the color infrared aerial photo project coordinated by Metro. However, it is now time to involve a broader segment of elected officials, and to formalize the support through the resolution process.

It should be emphasized that, while there was a strong consensus for moving forward toward the development of a regional natural areas program, there is currently no consensus on how to achieve that end. The development of such a system will be an evolutionary process, one which must be initiated immediately.

This "position paper" outlines the need for the establishment of a regional natural areas system, defines the tasks associated with developing the system, and identifies a timeline and potential sources for funding system development.

## INTRODUCTION

We are fortunate in this region to enjoy a high quality of life which is, in a large part, attributable to the large green spaces and vegetated stream and river corridors within the urban environment. What we have is unique. However, as our population continues to increase, the loss of natural areas proportional to the growth will continue. We must take immediate action to preserve the quality of life that we all agree is crucial to the maintenance of livability and economic development.

Recent urban growth management and natural resources conferences held in the Portland-Vancouver area have been filled to capacity, and have had to turn away registrants. This underscores the growing interest in management of urban growth and protection of natural resources. A sense of urgency for resolution of these issues has been a recurring theme in these meetings.

However, this is not merely a quality of life issue. Numerous scientific studies throughout the United States and internationally, have demonstrated the economic, educational, recreational and social values of green spaces within the urban landscape.

With respect to the economic values of urban natural areas; the business community is taking an increased interest in the protection of natural areas and in incorporating natural features into site designs. Two European publications, "Industry Caring For The Environment" (Britain) and "Business and the Environment," (Germany) clearly state a philosophical and business-oriented basis for corporate participation in the protection and management of urban natural areas. Locally, advertisements for the high tech industry specifically "sell" our quality of life and open space as an inducement for industry to locate in the Portland-Vancouver region. The National Park Service has recently completed a study which documents the economic value of greenways. The California Parks and Recreation Society has completed a similar study which establishes the economic value of parks to local communities.

## PHYSICAL SETTING

The Portland-Vancouver Metropolitan region sits astride the confluence of the Willamette and Columbia rivers. In Oregon, to the west of the Willamette are the Tualatin Mountains, which rise sharply from the west bank of the river. East of the Willamette, the nearly flat terrain rises gently to the foothills of the Cascades, broken by numerous volcanic, forested buttes. In Washington state, along the Columbia River a corridor of wetlands, lakes and stream corridors are the dominant features of the remaining landscape.

The combination of buttes, Tualatin Mountains, foothills of the Cascade and Coast ranges, river valley, and flat lands dotted with numerous wetlands and riparian corridors, provide a great diversity of green space and wildlife habitat in a highly urbanized setting.

West of the Tualatin Mountains lie the communities of Beaverton, Tigard, Hillsboro, and Forest Grove on a rapidly urbanizing landscape of farm and forest. To the east are located the rapidly developing areas of Clackamas and East Multnomah counties, and Gresham, Oregon's fourth largest city. The cities of Lake Oswego, Milwaukie, Oregon City, Gladstone, West Linn, and Wilsonville, expanding residential communities bordered by agricultural and forest lands, form the southern edge of the metropolitan region.

The rapidly expanding Vancouver metropolitan area is putting development pressure on the Vancouver Lake lowlands and associated wetland systems.

Although some significant natural resources within the Metropolitan region are publicly owned, and enjoy some level of protection, approximately 98% of the landscape is privately owned. This combination of private ownership and rapid development contribute to the urgent need for identification, acquisition and management of natural areas.

## RECENT NATURAL AREAS ACTIVITIES

Many agencies and groups are currently working on natural resource management and conservation, water quality, and recreational issues and projects throughout the region. However, creation of a regional natural areas database, overlaid with land use designations and natural features, and with strategies for management, protection and enhancement, will broaden the knowledge base, encourage cooperation and coordination, and facilitate joint planning and implementation.

Appendix A is a partial list of agencies and groups working on these issues. Any omissions are not intentional. Readers are invited to submit any additional on-going projects for inclusion to the list.

## THE ROLES OF METRO AND LOCAL JURISDICTIONS

Recently, Clackamas, Multnomah and Washington counties and their associated cities have cooperated with Metro, in developing a "Natural Areas" map prepared for the Metropolitan Service District area. The map was developed using 1980-1981 aerial photography. The information provided by the map was general in nature, and was derived from out-of-date sources that do not reflect the current conditions. To update and refine the information, Metro has undertaken an ambitious effort to inventory and analyze the region's natural areas south of the Columbia River, in cooperation with all jurisdictions.

Phase 1 of the project began early in 1989, when Metro, working closely with Portland Audubon Society, Portland State University, and environmental consultants, coordinated an effort to acquire new color infrared photography for the four-county area, including Clark County, Washington. Flights to obtain the photography occurred during May and June 1989, and were funded by the combined support of city and county governments, federal and state agencies, non-profit organizations, neighborhood groups, private environmental consultants and several local businesses. The participation of over 40 cooperators is indicative of the diverse support for this project.

Phase 2 of the project, currently in progress, is the development of an updated and more detailed inventory of natural areas. The inventory, coordinated by Portland State University's Geography Department, will include the preparation of a photo mosaic of the 460 square mile Metro jurisdiction, a new and more detailed map based on the 1989 photography, and a set of site descriptions based on data provided by local environmental experts, and field inventories to be conducted in the spring of 1990.

The first two phases of this project are primarily a data collection and compilation effort. This data will be used in an analysis effort during Phase 3 and will provide the basis to:

- o identify areas of regional and local importance;
- o develop a short term strategy for the monitoring and protection of natural areas;



- o develop a long term plan for the funding, acquisition, permanent protection and management of natural areas;
- o develop a digital database of natural areas information.

The database will provide information on the occurrence and distribution of different vegetative communities and wildlife habitats throughout the metropolitan area. Coupled with information on size, ownership, adjacent land use and interspersions with other "natural areas," the data will aid in identifying the suitability of sites that might be included in a natural areas system, in addition to identifying ways to avoid and minimize adverse impacts. The aerial photo mosaic will aid in promoting the "big picture," the regional overview required to design the natural areas system. Identification of potential interconnections and corridors/trails will be an important focus of the study.

Clark County is in the process of initiating a similar study. The participation of Clark County provides the basis for developing a uniform data set for the entire region and the information necessary to identify and create a bi-state, multi-jurisdictional natural areas system.

For the past year, Metro has chaired a Parks and Natural Areas Advisory Group, made up of park, natural resource and land use planners, state and federal agencies, non-profit organizations and neighborhood groups. The function of the group has been to identify the needs and concerns and coordinate natural areas management and acquisition by cities and counties within the metropolitan region.

Metro will soon form a Policy Advisory Committee for the Natural Areas Program. This group made up of elected officials, will serve as the final policy advisory body to the Metro Council. Its purpose will be to ensure that local jurisdictional concerns are addressed and considered fully by the Metro Council. Concurrence of local jurisdictions is essential to the success of the program.

In addition to these jurisdictional bodies, an ad hoc citizen group has recently formed to provide grassroots support for the project. The first meeting of this group, FAUNA (Friends and Advocates of Urban Natural Areas), took place on January 10, 1990. Over 250 interested citizens were in attendance. FAUNA will promote strategies, management and acquisitions of natural areas within the region.

## WHY AREN'T EXISTING PROGRAMS SUFFICIENT?

Neither state-wide land use programs (Goals 5 & 15 in Oregon) nor federal and state regulatory programs are sufficient to ensure adequate protection and management of urban natural areas. They are essential adjuncts to a regional natural areas program, but cannot address the critical issues surrounding acquisition, protection in perpetuity, and recreational uses. They are typically site-specific and do not address the needs of a comprehensive natural areas program.

Current park programs are not, at present, able to address the full range of issues associated with a regional natural areas program. There are examples of local park providers moving in that direction. Some, such as the City of Portland, Tualatin Hills Park and Recreation District, Multnomah County and Clark County, already have substantial holdings of natural areas. However, there are no programs exclusively dedicated to the identification, acquisition, management and interpretation of open space.

## HISTORICAL PERSPECTIVE

It is important to recognize that several proposals in the past promoted an integrated natural areas strategy within the Portland-Vancouver urban landscape. Many important ideas and concepts embodied in these proposals should be incorporated into this current project.

In their 1903 comprehensive plan for a City of Portland park system, Frederick Law Olmsted, Jr. and John Charles Olmsted proposed establishment of an integrated park system:

"... a connected system of parks and parkways [would be] manifestly far more complete and useful than a series of isolated parks."

In 1938, Lewis Mumford suggested a similar idea in an address to the City Club of Portland. Later that year, in his "Regional Planning in the Pacific Northwest: A Memorandum" presented to the Northwest Regional Council (Portland), he promoted the concept of a bi-state regional natural areas system.

In 1971, the Columbia Region Association of Governments (CRAG) resurrected the idea of a regional park system in "The Urban Outdoors: A Proposal to the Portland-Vancouver Community For A Metropolitan Park and Open Space System."

In 1988, Portland Audubon Society proposed the establishment of a regional Metropolitan Wildlife Refuge System (MWRS.) The objectives of the proposal are to:

- o promote a comprehensive, regional (bi-state) management program for the management of urban natural areas;
- o promote appropriate use of sensitive natural areas by the general public and educational institutions;
- o provide an appropriate organization(s) to receive donations of significant lands or conservation easements by the private sector;
- o provide a system for research by natural resource agencies and the scientific community.

Sites that would be included in the proposed system would be park lands managed primarily for their ecological values, with passive human recreational activities as an important element.

If such a system were implemented, it would be the first bi-state, multi-jurisdictional Metropolitan Wildlife Refuge System in the United States.

#### PROPOSED STRATEGIES

Given these historical recommendations, Metro's current natural areas program, and Clark County's emerging program, we recommend the establishment of a Portland-Vancouver Regional Natural Areas System. The proposed goals of this system are to:

- o promote a coordinated, comprehensive program for the inventory, acquisition and management of urban natural areas within Clackamas, Clark, Multnomah and Washington counties, and their associated cities.
- o establish a system of interconnecting greenways, greenbelts, corridors and trails which play a major role in the conservation of regional natural and scenic values.
- o promote appropriate use of natural areas by the general public and educational institutions.
- o promote a mechanism for the business community to be more effectively involved in protection of natural areas.

## TASKS

The following tasks need to be completed in order to establish a Regional Natural Areas System. Some of the tasks have already been incorporated into the Metro Natural Areas Inventory. The appropriate agencies, personnel and infrastructure to complete each task need to be identified.

1. Complete the natural areas inventory for the entire four-county region.
2. Digitize the natural area delineations into a standard geographic information system (GIS/ArcInfo) format.
3. Add other existing information (e.g., zoning, land use, floodplain delineations, storm water runoff) to data base.
4. Analyze the data.
5. Identify lands most sensitive or in jeopardy of development.
6. Develop a program that includes participation and input from policy makers, park and land use planners, natural resource professionals, the business and development community, and neighborhood and public interest groups.
7. Develop an analysis of economic incentives and impacts of natural areas on planning, land values, development and recreation.
8. Develop strategies for acquisition or conservation and management of these areas.
9. Develop regional strategies to respond to changes in growth and development patterns.
10. Identify funds for acquisition or conservation.
11. Develop maintenance, management, or enhancement strategies for each property.
12. Develop cooperative programs with regulatory and natural resource agencies to add expertise and resources to the program.
13. Develop strategies for development within and adjacent to these properties.
14. Develop an interpretive and public education program.

15. Develop an outreach program with the schools.

#### RECOMMENDED TASKS AND TIMELINE

The tasks defined in the previous section need to be completed in a timely manner.

<u>TASK</u>	<u>COMPLETION DATE</u>	<u>WHO</u>
1. Complete natural areas inventory	9-90	MNAI*
2. Digitize natural area delineations	10-90	MNAI
3. Add other existing information	3-91	MNAI
4. Analyze data	6-91	MNAI
5. Identify lands most sensitive	6-91	MNAI
6. Develop a program encouraging broad base participation	On-going	
7. Develop an economic analysis	9-90	
8. Develop acquisition strategies	On-going	
9. Develop regional strategies	On-going	
10. Identify funds	On-going	
11. Develop management strategies	On-going	
12. Develop cooperative programs with regional agencies	On-going	
13. Develop strategies for adjacent property development	On-going	
14. Develop a public education program	On-going	
15. Develop an outreach program with the schools	On-going	

\*MNAI- Metro Natural Areas Inventory

## NEXT STEPS

### Immediate

- o Obtain Funding to Complete Inventory
- o Complete Inventory
- o Perform Economic Analysis
- o Brief all the local jurisdictions and special districts, state and federal agencies about the program
- o Adoption of Resolution By All Jurisdictions
- o Carry-out an extensive public outreach effort to inform the citizens of the region of the Natural Areas Program

### Now and Future

- o Plan for a potential regional Bond Measure or Other Financing Methods for Acquisition, Management and Education
- o Develop Management Strategies
- o Identify and Implement Educational Strategies
- o Acquisitions

## SUMMARY / RECOMMENDATIONS

We are fortunate in this region to enjoy a high quality of life which is, in large part, attributable to our remaining green spaces and stream and river corridors within the urban environment. What we have is unique. However, as our population continues to increase, the loss of natural areas proportional to growth will continue. We must take immediate action to preserve the quality of life that we all agree is crucial to the maintenance of livability and economic development. A sense of urgency for the resolution of these issues has been a recurring theme in growth management and natural resources meetings held over the past year.

We recommend the formal adoption of the following Natural Areas System Resolution by each associated county and city as the next step, concurrent to completing the Natural Areas Inventory and developing funding strategies and sources.

**APPENDIX A:**

**PARTIAL LIST OF AGENCIES WORKING ON NATURAL AREAS ISSUES**

Regional:

Metropolitan Service District (Clackamas, Multnomah, and Washington counties, Oregon)  
Intergovernmental Resource Center (Clark County, Washington)  
Port of Portland  
Tri-Met

City, County and State Offices:

Bureau of Environmental Services (BES), City of Portland  
Bureau of Parks and Recreation, City of Portland  
Bureau of Parks and Recreation, City of Vancouver  
Planning Departments, all cities and counties  
Clackamas County Parks  
Clackamas County Transportation and Development  
Clackamas County Utilities Department  
Clackamas Water District  
Oak Lodge Sanitary District  
Multnomah County Park Services  
Multnomah County Planning  
Washington County Facilities Management  
Washington County -- Unified Sewerage Agency (USA)  
Wolf Creek Highway Water District  
City Park Departments, all  
Oregon State Parks  
Oregon Water Resources Department  
Tualatin Hills Park and Recreation District (THPRD)

Wildlife Refuges and Areas:

Audubon/ Metropolitan Wildlife Refuge System  
Jackson Bottom Wildlife Area, Hillsboro  
Ridgefield National Wildlife Refuge (Washington state), USFWS  
Sauvie Island Wildlife Refuge, Oregon Dept. of Fish & Wildlife  
Steigerwald Lake National Wildlife Refuge, USFWS  
Camassia Preserve, The Nature Conservancy  
Diack Tract Sandy River Gorge Preserve, The Nature Conservancy

Education and Interpretive:

Audubon Society of Portland  
Cleveland High School, Portland  
Glencoe School, Hillsboro  
John Innskeep Environmental Learning Center  
Hedges Creek Marsh-Althea Pratt-Broome  
Hoyt Arboretum  
Jackson Bottom Wildlife Area  
Leach Botanical Garden  
Oregon Episcopal School  
Oregon Museum of Science and Industry  
Tryon Creek State Park  
Metro Washington Park Zoo

Recreational Trail System:

Banks-Vernonia Trail  
Chinook Trail  
Forty-Mile Loop  
Parks, all  
Salmon Creek Greenway  
THPRD Greenways  
Vancouver Waterfront  
Willamette Greenway

Citizens Groups and Organizations:

Audubon Society of Portland  
Clark County Natural Resources Council  
CPO's Washington County  
Defenders of Wildlife  
Friends & Advocates of Urban Natural Areas (F.A.U.N.A.)  
Friends of:  
    Balch Creek  
    Chinook Trial  
    Elk Rock Island  
    Fans of Fanno Creek  
    Forest Park  
    Golf Creek  
    Jackson Bottom  
    Johnson Creek  
    Leech Gardens  
    Minthorn Springs  
    Oaks Bottom  
    Powell Butte  
    Smith and Bybee Lakes  
    Trees  
    Tryon Creek

Metro Parks & Natural Areas Advisory Group  
Neighborhood Organizations, City of Portland  
Interlaken Neighborhood, Inc.  
Linnton Neighborhood  
League of Women Voters of West Clackamas County  
North Clackamas Parks Board  
NW Steelheaders  
1000 Friends of Oregon  
Oregon Trout  
Oregon Waterfowl and Wetland Association  
P.A.R.K. Inc. of Washington County  
The Nature Conservancy  
The Wetlands Conservancy  
The Trust For Public Land



Corporate:

The Koll Co.  
Mentor Graphics  
N.E.C.  
PGE  
Lynn Sharp, Environmental Consultant  
Esther Lev, Environmental Consultant  
Scientific Resources, Inc.  
Paul Fishman, Environmental Consultant  
CH2M Hill  
Rittenhouse, Zeman and Associates

Regulatory Programs:

Cities/Counties  
U.S. Army Corps of Engineers  
Oregon Department of Environmental Quality  
Oregon Department of Land Conservation and Development  
Oregon Division of State Lands  
U.S. Environmental Protection Agency  
Federal Emergency Management Agency (FEMA)  
National Marine Fisheries  
Oregon Department of Fish and Wildlife  
U.S. Fish and Wildlife Service  
Washington Department of Ecology  
Washington Department of Natural Resources  
Washington Department of Wildlife

**QUESTIONS?**

Call Mike Houck, Portland Audubon Society at (503) 224-1004.

Call Mel Huie, Metro at (503) 220-1186.

(Pos.Pap.V2      Updated 4-10-90)

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR  
MULTNOMAH COUNTY

In the Matter of A Proposed Resolution	)	
Supporting Continued Governmental	)	RESOLUTION 90-84
Coordination in Addressing Parks and	)	
Natural Areas	)	

WHEREAS, It is in the public interest for local governments, the Metropolitan Service District (Metro), the states of Oregon and Washington, Federal agencies, and the private sector to cooperate and work together in addressing regional parks and natural areas issues affecting the Portland-Vancouver metropolitan area; and

WHEREAS, Since 1988, Metro has regularly convened a regional "Parks and Natural Areas Advisory Group" with representatives from over 30 cities, various special districts, four counties, state and federal agencies, park advocate organizations, business and development interests, and citizens working in partnership to identify parks and natural areas of significance to the region and to develop strategies to effectively protect and preserve these areas; and

WHEREAS, Natural areas, as described in Exhibit A hereto, "Position Paper," in the urban and urbanizing rural environment are critical ecologically to supporting diverse plant and animal communities while enhancing air and water quality; and

WHEREAS, The maintenance of natural areas contributes to the overall quality of life, health, and well being of the region's citizens by providing visual diversity and aesthetic benefits; opportunities to recreate in natural settings; and by serving as a critical educational resource for the future preservation of wildlife and its habitat; and

WHEREAS, Natural areas further provide the region economic benefits through the attraction of businesses which value the quality environment and through increased property values for residences and commercial properties proximate to natural areas; and

WHEREAS, Natural areas, like many important resources, cross governmental boundaries, making it in the common interest of all jurisdictions and special districts to cooperate and coordinate in the establishment of a regional natural areas planning program to complement and enhance existing city, county and special district park programs; and

WHEREAS, It is in the interest of the region's citizens to continue to improve and strengthen cooperative bi-state efforts between Oregon and Washington to further the natural areas planning process; and

RESOLUTION  
Page 2

WHEREAS, Metro, with the Natural Areas Advisory Group's support and direction, is initiating a planning process to develop a regional plan for the preservation, protection, and public acquisition of natural areas, open space, and land for greenways and trails; and

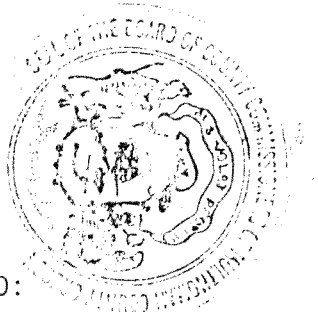
WHEREAS, It is of vital importance to develop the regional plan expeditiously as significant natural areas have been lost since 1980 and will continue to disappear if not identified for protection, preservation, and potential acquisition; now, therefore

BE IT RESOLVED,

1. That Multnomah County supports a cooperative regional planning process, conducted through the Natural Areas Advisory Group and a policy committee of elected officials and citizens to be established by Metro this Spring, to develop a Regional Plan in cooperation with the City of Vancouver, Clark County, and the Intergovernmental Resource Center of Clark County for Natural Areas, Open space and Corridors.

2. That Multnomah County agrees to participate with other jurisdictions in the Portland-Vancouver metropolitan area in a coordinated and cooperative effort to continue the inventory of natural areas, conduct appropriate analyses to identify significant natural areas in potential conflict with development patterns and to develop funding strategies for acquiring and managing natural areas, with the intent of establishing a regional natural areas system.

Approved this 31st day of May, 1990



REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By Gladys McCoy  
GLADYS MCCOY/Chair

By John L. Bay

Meeting Date MAY 31 1990

Agenda No.: R-10

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement with City of Seattle

BCC Informal \_\_\_\_\_ BCC Formal May 31, 1990

(date) \_\_\_\_\_ (date) \_\_\_\_\_

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Stan Ghezzi TELEPHONE 248-3595

PERSON(S) MAKING PRESENTATION Larry Nicholas/Stan Ghezzi

ACTION REQUESTED:

// INFORMATIONAL ONLY // POLICY DIRECTION /x/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Intergovernmental agreement with City of Seattle to lease specialized equipment to complete mechanical renovation on Broadway Bridge. Leasing equipment from Seattle, which is required to complete the repairs, will save the County approximately \$330,000.

ORIGINALS picked up 6/1/90  
(OES-TRANS for Stan)

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER [Signature]

(All accompanying documents must have required signatures)



## MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF TRANSPORTATION — BRIDGES  
1403 S.E. WATER AVENUE  
PORTLAND, OREGON 97214  
(503) 248-3757 FAX (503) 248-3812

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

May 18, 1990

Gladys McCoy, County Chair  
Board of County Commissioners  
Room 605 Multnomah County Courthouse  
1021 SW Fourth Avenue  
Portland, Oregon 97204

SUBJECT: Intergovernmental Agreement with City of Seattle  
Broadway Bridge - Special Winches

Dear Gladys:

Attached for approval is an intergovernmental agreement with the City of Seattle to lease specialized winch equipment which will be used during the Broadway Bridge mechanical renovation project.

In January 1990 the County awarded a contract in the amount of \$797,860 to renovate mechanical components on the double-leaf bascule Broadway Bridge. The work involves the rehabilitation or replacement of the moveable parts of the machinery controlling the moving spans.

On February 16, 1990 the United States Coast Guard rescinded their previous approval allowing a single-leaf opening of the movable span and required the County to maintain full opening capabilities of both moveable leaves throughout the life of the rehabilitation project.

Upon evaluating several alternatives, the County selected a design utilizing a temporary drive system which would enable full opening of one moveable span leaf while the machinery components are being repaired.

As part of the temporary drive system, specialized winch equipment will be required. The cost to design and manufacture the specialized equipment is estimated at \$375,000 with a minimum procurement time of twelve weeks. As an alternative to manufacturing new winches, the County can utilize the specialized

winch equipment from the City of Seattle which is currently available. The cost to lease this winch equipment from the City of Seattle is \$45,000. The County will realize an estimated \$330,000 savings by leasing the specialized winch equipment from the City of Seattle instead of manufacturing new winches for the one time useage.

Funding for the specialized winch equipment lease agreement with the City of Seattle will be provided from the Willamette River Bridge Fund.

It is the recommendation of this Department and the County Engineer that Multnomah County enter into an intergovernmental agreement with the City of Seattle in order to provide special winch equipment for use on the Broadway Bridge while it's machinery controlling components are being repaired.

Very truly yours,

A handwritten signature in black ink, appearing to read "Paul Yarborough", with a large, stylized initial "P" and a long, sweeping underline.

Paul Yarborough, Director  
Department of Environmental Services

PY:SG:km

cc: Larry Nicholas  
Stan Ghezzi

sp\_winch.SMG



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 302110  
Amendment # \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>RATIFIED</b> <b>Multnomah County Board of Commissioners</b> R-10 May 31, 1990

Contact Person Stan Ghezzi Phone 248-3595 Date May 2, 1990

Department Environmental Services Division Transportation Bldg/Room 425

Description of Contract Intergovernmental Agreement with the City of Seattle to lease specialized winch equipment in order to complete mechanical renovation on the Broadway Bridge

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

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

Contractor Name City of Seattle  
 Mailing Address Seattle Engineer Department  
Room 910, Municipal Building  
600 Fourth Avenue Seattle, WA 98104-1879  
 Phone (206)684-5000  
 Employer ID # or SS # \_\_\_\_\_  
 Effective Date ASAP  
 Termination Date May 1, 1991  
 Original Contract Amount \$ 45,000  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ 45,000

## Payment Term

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

## REQUIRED SIGNATURES:

Department Manager [Signature] Date 5-2-90

Purchasing Director [Signature] Date 5/3/90  
 (Class II Contracts Only)

County Counsel [Signature] Date 5/8/90

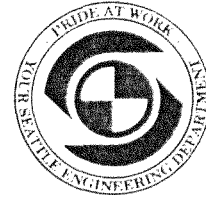
County Chair/Sheriff [Signature] Date 5/3/90

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	161	030	6750		8300	04					
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

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

# Seattle Engineering Department



Gary Zarker, Director  
Norman B. Rice, Mayor

April 26, 1990

Larry F. Nicholas, P.E.  
Multnomah County  
County Engineer/Director  
Department of Environmental Services  
Transportation Division  
1620 Southeast 190th Avenue  
Portland, Oregon 97233

Dear Mr. Nicholas:

This letter will serve as an inter-governmental agreement between our two respective agencies.

As discussed between you and Bill Couch, Seattle Bridge Manager, we are prepared to lease to Multnomah County our Bridge Winch Assemblies.

The conditions are as follows:

1. The lump sum amount is \$45,000.  
Lump Sum Method of Payment - City of Seattle invoicing is required. County agreeable to partial payment of 50% of Lump Sum (or \$22,500) upon receiving the equipment, with balance after returning to the City.
2. Multnomah County will take delivery of the winch assemblies at their present address of 9200 - 8th Avenue Southwest, Seattle, Washington and deliver them to the same location after one year or after they are no longer needed, whichever is less.
3. The City of Seattle reserves the right to inspect the equipment upon arrival, and expects to be given at least one (1) week notice to be prepared to receive them back.
4. This agreement is intended to satisfy the request in your letter dated April 3, 1990.
5. The winch assemblies include (4) winches/electrical control relays, (4) slack cable switches, (1) main electrical service panel, (2) control stations, (2) hydraulic foot pedals, and (8) sheaves.

"Printed on Recycled Paper"

An equal employment opportunity - affirmative action employer

Seattle Engineering Department, Room 910, Seattle Municipal Building, 600 Fourth Avenue, Seattle, WA. 98104-1879. (206) 684-5000



Larry F. Nicholas, P.E.  
April 26, 1990  
Page Two

6. If any part of the above listed items are damaged during shipment/use, the City of Seattle expects Multnomah County to repair/replace the damaged items to the City's satisfaction.
7. In the event of any claim or action brought against the City alleging damages proximately resulting from any defect or negligence in the operation/use of the leased equipment, Multnomah County will accept the City's tender responsibility for adjustment of any claim, defense of any lawsuit and payment of any judgement, whether rendered against the City or Multnomah County. Multnomah County will assert no claims over against the City.

If this agreement is acceptable, please countersign and return the signed extra copy to us.

MULTNOMAH COUNTY, OREGON

Countersigned: \_\_\_\_\_

Gladys McCoy, Chair  
Board of County Commissioners

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

5/3/90

Reviewed: \_\_\_\_\_


Laurence Kressel  
County Counsel for  
Multnomah County, Oregon  
By \_\_\_\_\_

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

5/8/90

Countersigned: \_\_\_\_\_

Very truly yours,

  
J. G. Ralph  
Principal Assistant Director  
Roadway Maintenance

**RATIFIED**  
**Multnomah County Board**  
**of Commissioners**  
May 31, 1990

WHC:acm  
D004WHC.AGR

Attachment

Meeting Date MAY 31 1990  
Agenda No.: R-11

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: IGA with ODOT for improvements at 181st and US Bancorp Facility  
BCC Informal \_\_\_\_\_ (date) BCC Formal May 31, 1990 (date)  
DEPARTMENT Environmental Services DIVISION Transportation  
CONTACT Bob Pearson TELEPHONE 3838  
PERSON(S) MAKING PRESENTATION Larry Nicholas

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

Intergovernmental Agreement between State of Oregon and Multnomah County for the improvement of 181st to arterial standards between Sandy and I-84 in the vicinity of the new US Bancorp data processing site.

6/8/90 originals to Bob Pearson

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

MAY 22 PM 4:03  
MULTNOMAH COUNTY  
OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 302160

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>RATIFIED</b> <b>Multnomah County Board</b> <b>of Commissioners</b> <u>R-11</u> <u>May 31, 1990</u>

Contact Person Bob Pearson Phone \_\_\_\_\_ Date May 16, 1990Department Environmental Services Division Transportation Bldg/Room 425Description of Contract Intergovernmental agreement between State of Oregon Highway Division and Multnomah County for the improvement of 181st and a signal in the vicinity of the new US Bancorp data processing site between I-84 and Sandy Blvd.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name State of Oregon Highway Div.Mailing Address 9002 SE McLoughlin Blvd.  
Milwaukie, OR 97202

Phone \_\_\_\_\_

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

Effective Date Upon ExecutionTermination Date Upon Completion

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

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 [Signature]Date 5-17-90Purchasing Director  
(Class II Contracts Only)

Date \_\_\_\_\_

County Counsel [Signature]Date 5/20/90County Chair/Sheriff [Signature]Date 5/31/90

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

APPROVED:OSHD Staff  
EDM  
April 02, 1990

Misc. Contracts & Agreements  
No. 10231

CONSTRUCTION FINANCE AGREEMENT  
IMMEDIATE OPPORTUNITY FUND PROJECT

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

W I T N E S S E T H

RECITALS

1. The Oregon Transportation Commission, at its July 15, 1988 meeting approved establishing an Immediate Opportunity Fund. The purpose of the Immediate Opportunity Fund is to support specific economic development in Oregon through the construction or improvement of roads. Funding is reserved for cases where there is an actual transportation problem to be solved, and where a location decision hinges on an immediate commitment of road construction resources.
2. State and County propose improvements in the vicinity of 181st Ave. and N.E. Portland Highway (Sandy Blvd.) which meets the Immediate Opportunity Fund criteria. U.S. Bancorp is willing to build a Data Processing site served by Sandy Blvd. and 181st Ave. if the effected sections of Sandy Blvd. and 181st Ave. are widened to five lanes (including storm drainage, curbs, sidewalks, and street lights) and if a traffic signal is installed on 181st Ave. at the U.S. Bancorp's access.
3. Work undertaken by State will involve widening the south side of Sandy Blvd. from 181st Ave. to the westerly limit of the U.S. Bancorp property.
4. State agrees to provide State funding to finance the Sandy Blvd. improvements and 50 percent of the installation costs for the traffic signal on 181st Ave, which shall include preliminary engineering, right-of-way, and construction. Immediate Opportunity Funds shall be provided in an amount not to exceed \$500,000. If costs to complete the Sandy Blvd. improvements and 50 percent of the traffic signal exceed \$500,000, State funds other than IOF will be used which will be determined at that time.

CONTRACT NO. 10231  
MULTNOMAH COUNTY

5. Work undertaken by County will involve widening 181st Ave. from its intersection with Sandy Blvd. to the end of improvements at the I-84 interchange.

6. County agrees to finance the 181st Ave. portion of the project and 50 percent of the installation costs of the traffic signal on 181st Ave.

7. By the authority granted in ORS 366.770, the State may enter into cooperative agreements with Counties and Cities for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

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

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

STATE OBLIGATIONS

1. State shall, for the Sandy Blvd. portion of the project, conduct the necessary field surveys and traffic investigations; identify and obtain or issue the required permits; arrange for relocation or adjustment of any conflicting utility facilities; obtain necessary right-of-way and easements; perform all preliminary engineering and design work required to produce plans, specifications, and estimates; advertise for bid proposals; award all contracts; and furnish all construction engineering, material testing, technical inspection and project manager services for the project.

2. State shall forward to County, upon award of the 181 st Ave. construction contract, an amount equal to one half of the estimated cost for the construction of the signal. Said amount shall be determined upon completion of the signal plans.

CONTRACT NO. 10231  
MULTNOMAH COUNTY

3. State shall, at its own expense, assign a Liaison Person to monitor the work performed on the traffic signal portion of the 181st Ave. widening project. State shall review all environmental documents, project plans, specifications, and cost estimates prepared by County within 20 working days of submittal by County and prior to advertisement for construction bids.

COUNTY OBLIGATIONS

1. County shall, for the 181st Ave. portion of the project, including the traffic signal installation, conduct the necessary field surveys and traffic investigations; indentify and obtain or issue the required permits; arrange for relocation or adjustment of any conflicting utility facilities; obtain necessary right-of-way and easements; perform all preliminary engineering and design work required to produce plans, specifications, and estimates; advertise for bid proposals; award all contracts; and furnish all construction engineering, material testing, technical inspection and project manager services for the project.

2. County shall, at its own expense, perform all required maintenance for the traffic signal installed on 181st Ave., and will be responsible for all electrical power consumed by the signals.

3. County shall, make no changes in the timing established for operation of the traffic signals without mutual concurrence of State.

4. County shall, maintain the asphaltic concrete pavement surrounding the vehicle detector loops installed in County streets in such a manner as to provide adequate protection for said detector loops, and shall adequately maintain the pavement markings and signing installed in accordance with the plans and specifications.

5. County shall, provide the necessary right-of-way and easements for required installation of the traffic signal equipment, including advance detector loops.

6. County shall award a contract for construction of the 181st Ave. project within two years of the date State executes this agreement, unless an extension is granted by State. Construction must be completed within 5 years of the date of this agreement.

CONTRACT NO. 10231  
MULTNOMAH COUNTY

7. County shall enter into and execute this agreement during a regularly convened session of its Board of County Commissioners.

#### GENERAL PROVISIONS

1. State and County agree and understand that a mutual review of the plans and estimates for the Sandy Blvd. and 181st Ave. projects will be conducted prior to advertisement for construction bid proposals.

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

3. The 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.

---

4. If at any time during the development and construction of the project, either U.S. Bancorp announces its intent not to locate in the area served by Sandy Blvd. and 181st Ave., or County announces its intent not to make the improvements it is agreeing to make on 181st Ave., State may at its sole discretion decide to cancel remaining work on the project.

CONTRACT NO. 10231  
MULTNOMAH COUNTY

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

This project was approved by the Oregon Transportation Commission on July 25, 1989 at which time the State Highway Engineer was authorized to sign this agreement for and on behalf of the Commission. Said authority was further delegated to the Manager of the Program Section, pursuant to Subdelegation Order HWY6, paragraph 11.

APPROVAL RECOMMENDED

By [Signature]  
Region Engineer

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

By \_\_\_\_\_  
Manager, Program Section

Date \_\_\_\_\_

APPROVED AS TO  
LEGAL SUFFICIENCY

By \_\_\_\_\_  
Asst. Attorney General

Date \_\_\_\_\_

MULTNOMAH COUNTY, by and through

By [Signature]  
Chairman

By [Signature]  
Commissioner

APPROVED AS TO  
LEGAL FORM

By [Signature]  
County Counsel

Date 5/21/90

By [Signature]  
Commissioner

Date May 31, 1990



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

(For Clerk's Use)  
Meeting Date MAY 31 1990  
Agenda No. R-12

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of an IGA with OHSU

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

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

DEPARTMENT Human Services DIVISION Social Services

CONTACT Susan Clark TELEPHONE 248-3691

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

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

\* Ratification of an IGA between the Developmental Disabilities Program Office and OHSU.

This contract change order transfers a client from Cokely-Johnson Vocational Services to OHSU. Client transfers in the DD program are a routine occurrence.

6/8/90 Originals to Susan Clark

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ RATIFICATION

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

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY Org. 1250 increases \$2,808.00

☐ -General Fund

Other Federal-State

SIGNATURES:

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

BUDGET / PERSONNEL /

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

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

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



# MULTNOMAH COUNTY OREGON

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

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

## MEMORANDUM

TO: Gladys McCoy  
Multnomah County Chair

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

FROM: Gary Smith *GS*  
Director, Social Services

DATE: May 10, 1990

SUBJECT: Recommendation to Approve Oregon Health Sciences University  
Amendment #5.

RETROACTIVE STATUS: This change order is retroactive due to a client transfer that occurred April 1, 1990. Paperwork typically follows a transferring client.

RECOMMENDATION: Social Services Division recommends County Chair approval of OHSU amendment #5 with the DD Program Office for the period April 1, 1990 through June 30, 1990.

ANALYSIS/BACKGROUND: Client transfers between providers are a routine occurrence within the Developmental Disabilities Program Office. In this instance, only one service element is affected for the providers involved - Work Activity Center (DD40). Cokely Johnson decreases (\$2,808.) to transfer client funding and OHSU increases \$2,808 to provide services to the transferring client. For OHSU, the new service element total is \$5,584.06 with a new contract total of \$132,794.98.

[OHSU/Cokely]

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100980Amendment # 5

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$10,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>RATIFIED</b> <b>Multnomah County Board</b> <b>of Commissioners</b> R-12 <u>May 31, 1990</u>
---	---	--

Contact Person Susan Clark Phone 248-3691 Date 5/8/90Department Human Services Division Social Services Bldg/Room 160/6Description of Contract Work Activity (DD40) increases because one client transferred from Cokely.RFP/BID # N/A - IGA Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name OHSU-CDRC

Mailing Address 3181 Sam Jackson Park Road #1-106  
Portland, OR 97201

Phone 225-8634

Employer ID # or SS # 93-6001786

Effective Date April 1, 1990

Termination Date June 30, 1990

Original Contract Amount \$ 106,428.00

Amount of Amendment \$ 2,808.00

Total Amount of Agreement \$ 132,794.98

Previous Amount #4: \$129,986.98

**Payment Term**

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

**REQUIRED SIGNATURES:**Department Manager D. Duane Zussy (cc)Purchasing Director  
(Class II Contracts Only)

County Counsel

County Chair/Sheriff

Date 5/15/90

Date \_\_\_\_\_

Date 5.16.90Date 5/31/90

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1250		DD40	6060		1240		2,808.00		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY SOCIAL SERVICES DIVISION  
CONTRACT AMENDMENT NUMBER 5

DURATION FROM: 04/01/90 TO: 06/30/90  
CONTRACTOR NAME: OREGON HEALTH SCIENCES UNIVERSITY  
CONTRACTOR ADDRESS: 3181 SAM JACKSON PARK RD L-106  
PORTLAND OR 97201

TELEPHONE: 225-8634  
IRS NO.: 93-6001786

This AMENDMENT to the Contract for Social Services is made between:

The Multnomah County Social Services Division, referred to as the COUNTY, and  
OREGON HEALTH SCIENCES UNIVERSITY, referred to as the CONTRACTOR.

It is understood by the parties that all conditions and agreements in the original  
Contract not superseded by this AMENDMENT are still in force and apply to this  
AMENDMENT.

PART I - Financial Summary

DATE: 05/03/90

Service Element	Funding Source	Current Amount	Increase (Decrease)	Revised Amount	Payment Basis
1.) DD40 WAC - SMHD Work Activity Center		\$2,776.06	\$2,808.00	\$5,584.06	Monthly Allotment per Contracted Slots
2.) DD43 SEP - SMHD Supported Employment Program		\$56,302.92	\$0.00	\$56,302.92	Monthly Allotment per Enrolled Clients
3.) DD49 FAM - SMHD Family Support Program		\$13,500.00	\$0.00	\$13,500.00	Monthly Allotment with Expenditure Adjustment
4.) DD55 EI - SMHD Early Intervention		\$57,408.00	\$0.00	\$57,408.00	Monthly Allotment per Contracted Slots
TOTALS:		\$129,986.98	\$2,808.00	\$132,794.98	

Above amounts are subject to the Notes and Special Conditions in Part II below.

Multnomah County Social Services Division  
Contract AMENDMENT . Number 5

CONTRACTOR:  
OREGON HEALTH SCIENCES UNIVERSITY

DATE: 05/03/90

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Part II - Notes and Special Conditions

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Notes:

- 
- 1.) DD40 WAC Work Activity Center funding is increased by the addition of 1 person with CPMS Case Number 033061, who is transferred from another County agency (Cokely) at a rate of \$936.00/mo effective 4/1/90.

Special Conditions:

All existing Special Conditions remain in effect, and the following are added: \_

NONE

CONTRACTOR: OREGON HEALTH SCIENCES UNIVERSITY  
AMENDMENT #5

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON

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

By Tom Minahan 5/9/90  
Program Manager Date

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

By Darryl Smith 5/14/90  
Social Services Division Director Date

By Gladys McCoy 5/31/90  
Gladys McCoy Multnomah County Chair Date

**RATIFIED**  
**Multnomah County Board**  
**of Commissioners**  
May 31, 1990

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By [Signature] 5.16.90  
Date

RE-  
DATE SUBMITTED MAY 23 1990

MAY 31 1990

R-13

(For Clerk's Use)  
Meeting Date MAY 17 1990  
Agenda No. R-6

REQUEST FOR PLACEMENT ON THE AGENDA

Ratification of IGA with  
Subject: City of Portland Parks and Recreation

Informal Only\* \_\_\_\_\_ (Date) \_\_\_\_\_ Formal Only MAY 31 1990 (Date) \_\_\_\_\_

DEPARTMENT Human Services DIVISION Social Services

CONTACT Susan Clark TELEPHONE 248-3691

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

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

This contract corrects an error made in a previous contract with the City of Portland Park and Rec. (July 1, 1989 to September 15, 1989) for \$2,500. The error was a staff oversight.

4/8/90 ORIGINALS to Susan Clark

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ RATIFICATION

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

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY Org. 1530 increases \$2,500.00

☐ -General Fund

Other \_\_\_\_\_

SIGNATURES:

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

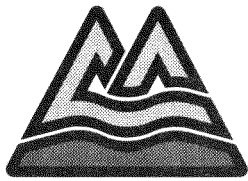
BUDGET / PERSONNEL /

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

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

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

CLERK OF  
COUNTY COMMISSIONER  
1990 MAY -9 11 02 21  
CLERK OF  
COUNTY COMMISSIONER  
OREGON



# MULTNOMAH COUNTY OREGON

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

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

## MEMORANDUM

TO: Gladys McCoy  
Multnomah County Chair *Duane Zussy*  
VIA: Duane Zussy *(cc)*  
Director, Department of Human Services  
FROM: Gary Smith *gws/sc*  
Director, Social Services Division

DATE: May 22, 1990

SUBJECT: Recommendation to Approve City of Portland Parks and Recreation  
Contract\*\*\*REVISED\*\*\*

RETROACTIVE STATUS: This contract is retroactive in order to correct an omission in a previous agreement. A Youth Program Office contract with the City of Portland Parks and Recreation (July 1, 1989 to September 15, 1989) for \$6,733 should have included this \$2,500.

RECOMMENDATION: Social Services Division recommends County Chair and Board of County Commissioners approval of a contract between the City of Portland Parks and Recreation and the Youth Program Office in the amount of \$2,500 for the period July 1, 1989 through June 30, 1990.

BACKGROUND/ANALYSIS: For the last three years the City and the Leaders Roundtable have approached the County to support two volunteer based summer programs which operate in North and N.E. Portland. The programs are Tender Loving Care/Think and Try (TLC/TnT) and Self Enhancement. Both programs have external fiscal agents. For TLC/TnT it is the City of Portland, for Self Enhancement it is Albina Ministerial Alliance (AMA).

In FY 87-88 the funds were budgeted and contracted from the Chair's Office, the next year it came out of DHS Administration and in FY 89-90 these funds were budgeted in the Youth Program Office. While the commitment was there to contract this money to both agencies, we unfortunately only contracted the AMA/Self Enhancement piece. Based on the County's commitment, the City went ahead and fronted TLC/TnT the money without getting a revenue agreement with the County first.

The original contract with City of Portland Parks and Recreation was for \$6,733 and was part of the North Services fund of \$25,000 in conjunction with the Board allocated Youth Gang Outreach money. The City also agreed to be fiscal agent for these funds by purchasing services from three different agencies, one of which was TLC/TnT. In our original memo, we confused these two different programs.





# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
SOCIAL AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Gladys McCoy  
Multnomah County Chair

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

FROM: Gary Smith *GS*  
Director, Social Services Division

DATE: May 4, 1990

SUBJECT: Recommendation to Approve City of Portland Parks and Recreation Contract.

RETROACTIVE STATUS: This contract is retroactive in order to correct an omission in a previous agreement with the City. A Youth Program Office contract (July 1, 1989 to September 15, 1989) with the City of Portland Parks and Recreation should have included \$5,000 funding for two service elements, but in error only \$2,500 was contracted. This agreement corrects that error by contracting the remaining \$2,500.

RECOMMENDATION: Social Services Division recommends County Chair and Board of County Commissioners approval of a contract between the City of Portland Parks and Recreation and the Youth Program Office in the amount of \$2,500 for the period July 1, 1989 through June 30, 1990.

BACKGROUND/ANALYSIS: The amount of this contract is \$2,500.00. This funding represents Multnomah County's contribution toward the operation of a week-long summer camp for youths during July 1989 in the King neighborhood.

The County has contributed toward this project in previous budget years via a contract between the Department of Human Services Administration and City of Portland Parks and Recreation. In FY 89-90 the contract funds were transferred to the Youth Program Office.

The City of Portland Parks and Recreation serves as fiscal agent for the agency Tender Loving Care/Think and Try (TLC/TnT) which operates the summer camp. Funding is received from various organizations each with a specific target area. The City of Portland Parks and Recreation "pools" the funds and passes it through to TLC/TnT.

TLC/TnT provided the services and the City of Portland Parks and Recreation paid the agency based on a commitment of funding from the County.

[TLC/TnT]



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103330

Amendment # -

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>RATIFIED</b> <b>Multnomah County Board</b> <b>of Commissioners</b> <u>R-13</u> <u>May 31, 1990</u>

Contact Person Susan Clark Phone 248-3691 Date 5/2/90

Department Human Services Division Social Services Bldg/Room 160/6

Description of Contract Contract establishes summer camp for youths in the King neighborhood.

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

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

Contractor Name City of Portland Parks And Recs.

Attn: Michael Addis  
Mailing Address 1120 SW Fifth Room 502

Portland, OR 97204

Phone 796-5107

Employer ID # or SS # 93-6002236

Effective Date July 1, 1989

Termination Date June 30, 1990

Original Contract Amount \$ 2,500.00

Amount of Amendment \$ -0-

Total Amount of Agreement \$ 2,500.00

## Payment Term

☒ Lump Sum \$ Upon completion of projects

☐ Monthly \$ \_\_\_\_\_

☐ Other \$ \_\_\_\_\_

☐ Requirements contract - Requisition required.

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

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

## REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director  
(Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 5/4/90

Date \_\_\_\_\_

Date 5.7.90

Date 5/3/90

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1530		YS03	6110		1509		2,500.00		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: July 1, 1989 TO: June 30, 1990  
CONTRACTOR NAME: City of Portland Parks & Recreation TELEPHONE: 796-5107  
ATTENTION: Michael Addis  
CONTRACTOR ADDRESS: 1120 S. W. Fifth - Rm. 502 I.R.S. NUMBER: 93-6002236  
Portland, Oregon 97204

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide the services within the service element listed below. COUNTY agrees to pay the CONTRACTOR in a lump sum payment upon submission of written certification that services were delivered as agreed.

<u>Service Element</u>	<u>Source</u>	<u>Payment Terms</u>	<u>Maximum Total Payable</u>
TLC/TnT	CGF	Lump sum	\$2,500

Total \$2,500

## YOUTH PROGRAM OFFICE GENERAL CONDITIONS

WHEREAS, CONTRACTOR has available, or can cause to be provided, the facilities and staff required for the performance of said services; and

WHEREAS, COUNTY and CONTRACTOR are agreeable to the terms and conditions hereinafter set forth governing the provision of specified youth services as stated below:

I. Service Objectives and Evaluation. CONTRACTOR agrees to provide contracted services in the volume and consistent with the objectives and evaluation criteria specified in this contract. CONTRACTOR shall not delegate or subcontract the responsibility for providing services hereunder to any other individual or agency without previous written approval from COUNTY.

II. Standards. CONTRACTOR agrees to comply with all applicable federal, state, county and local statutes and rules and funding criteria governing services, facilities and operations including, if applicable, the Youth Service Center Standards and Guidelines. CONTRACTOR agrees to permit inspection of program, facilities, clinical and fiscal records by authorized agents of COUNTY, State Juvenile Services Commission, if applicable, and Federal Government, if applicable. CONTRACTOR agrees to maintain clinical and fiscal records consistent with applicable rules and regulations and fiscal records consistent with current, generally accepted accounting principles. CONTRACTOR is further bound by all applicable federal and state statutes, rules and regulations.

III. Subject to Availability of Funds. Both parties agree that this contract is subject to the availability of federal, state and local funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from fund source.

IV. Contract Disputes. Disputes arising from this contract will be resolved when possible at the lowest appropriate management levels, followed by consultation with the Multnomah County Board of Commissioners and the Administrator of the State Mental Health Division if necessary.

V. Identification of Services. CONTRACTOR agrees to identify the services provided by CONTRACTOR under this contract as a part of the youth services system, accessible and available to the eligible residents of Multnomah County. CONTRACTOR will acknowledge Multnomah County as a funder in publicly disseminated information for services under this contract.

VI. Authority of Director. CONTRACTOR agrees to recognize the County Social Services Division Director as COUNTY's administrative authority for services provided under this contract.

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

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any of the programs or services funded in this contract. The language in this section is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

VIII. Liability. CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY or State, if applicable.

CONTRACTOR agrees to hold COUNTY and State, if applicable, harmless for all damages, claims, suits or actions resulting or arising out of the activities of CONTRACTOR, its employees, or any subcontractor. Except for claims which result or arise solely out of the errors or omissions of COUNTY or its officers, agents or employees who are under the direct supervision and control of COUNTY or its officers, agents or employees, CONTRACTOR shall indemnify, defend and save harmless, COUNTY and the State, if applicable, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of CONTRACTOR, its assignees, subcontractors, agents or employees under this contract.

CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

In lieu of filing the certificate of insurance required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured for public liability and property damage for a minimum of the amounts listed above, whichever is greater.

In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR agrees to increase its minimum insurance amount accordingly.

In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, CONTRACTOR shall notify COUNTY verbally and in writing immediately and under no circumstances longer than three (3) days after termination.

All property and equipment purchased or received by CONTRACTOR under this contract must be insured against fire, theft and destruction at replacement cost by CONTRACTOR throughout its useful life.

Failure to maintain current insurance, bonding and the proper endorsements may result in withholding of payments or may be cause for immediate termination of contract.

IX. Fidelity Bond. CONTRACTOR (except City, County and State governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond of not less than \$10,000 effective at the time the contract commences covering the activities of any person responsible for collection and expenditures of funds in accordance with OAR 309-13-020 (7) EXPENSES, subsection (b) (C) Audit Guidelines.

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

In the event that CONTRACTOR's Workers' Compensation insurance coverage is due to expire during the term of this agreement, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage upon such renewal.

XI. Litigation. In cases of litigation arising out of this contract between COUNTY and CONTRACTOR (except cities, county and state governments municipalities, and public school districts), the prevailing party to litigation shall be entitled to reasonable attorney's fees.

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

XII. Monitoring. COUNTY is responsible for monitoring services provided by CONTRACTOR to ensure that all services conform to COUNTY and Single Audit Act standards and other performance requirements specified in this contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility.

Under the Single Audit Act of 1984 (PL 98-502), COUNTY is responsible for monitoring fiscal compliance of CONTRACTOR with the terms and conditions of this contract and shall take all appropriate management and legal action necessary to pursue this responsibility. However, this contract does not act as a limitation on the authority of the COUNTY to pursue any legal and administrative remedies available to it.

CONTRACTOR agrees to abide by procedures contained in Multnomah County Social Services Division Financial Procedures, dated September, 1987.

### XIII. Audits.

A. The CONTRACTOR agrees to permit authorized representatives of COUNTY, State Juvenile Services Commission, if applicable, State of Oregon Division of Audits, if applicable, to make such review of the records of the CONTRACTOR as COUNTY, State Juvenile Services Commission, if applicable, or auditor may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit authorized representatives of COUNTY Social Services Division and State Juvenile Services Commission, if applicable, to site visit all programs covered by this contract. Contract costs disallowed as a result of such audits, review or site visits will be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR will make prompt repayment of such costs.

B. CONTRACTOR will be subject to Audit Requirements per the Social Services Division Subcontractors' Financial Procedures, dated September, 1987. Reviews and audits as specified below must meet criteria outlined in the Procedures.

C. All providers will be subject to a county financial contract compliance review. An external limited scope or full audit will be required under the following conditions:

1. Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000.
2. Multnomah County contract funds exceed \$100,000.
3. Total agency budget exceeds \$500,000.

D. CONTRACTOR will establish and maintain systematic methods to assure timely and appropriate resolution of review/audit findings and recommendations.

E. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR will secure such an audit.

Limited Scope and Full Audits will be submitted to the Social Services Division within two weeks from the date of the report, but in no case later than six (6) months after the end of CONTRACTOR's fiscal year.

Failure to submit required audits by specified deadlines will be cause for withholding of contract payments until audits are submitted.

1. If CONTRACTOR is a state or local government, such audit will be performed in conformity with the federal Single Audit Act of 1984, Public Law 98-502, Title 31, Section (2),v, Chapter 75, U.S.C.

2. If CONTRACTOR is a private non-profit entity, the auditor will meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions".

3. CONTRACTORS who are profit-making entities will be considered to fall under requirements for non-profits for purposes of this contract.

XIV. Program Reporting and Payment Requirements.

A. The CONTRACTOR agrees to prepare and furnish such plans, data, descriptive information and reports as may be requested by COUNTY in order for COUNTY to perform its monitoring activities as cited in Section XII. of this contract and/or as needed to comply with state or federal requirements. The CONTRACTOR agrees to, and does hereby grant COUNTY and the State Juvenile Services Commission, if applicable, the right to reproduce, use, and disclose all or any part of the reports, data, and technical information furnished to COUNTY under this contract consistent with ORS 179.505.

B. Subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

1. increases or decreases in contract amounts;
2. underexpenditures of reimbursement-based contract amounts.

Exceptions to the monthly allotment system will be fee-for-service type contracts, which will be paid based on service billings at rates specified on page one of this contract.

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

CONTRACTOR agrees to submit the following required fiscal reports in order to obtain monthly contract allotments. Each funded service element must be reported separately:

a. Monthly Expenditure Reports: Due 20th of month following incurred expenditures;

b. Quarterly Year-to-Date Budget Comparisons: Due 20th of month following each calendar quarter;

c. Annual Budget: Initial annual budget due within thirty (30) days of COUNTY's receipt of executed contract; Revised annual budget(s) due within thirty (30) days of COUNTY's receipt of executed contract amendment if cumulative YTD changes for that service element exceed 25%.

d. Annual External Audit (if required): Due no later than six (6) months after end of subcontractor's fiscal year. If fiscal year is different than contract period (July-June), CONTRACTOR is required to notify COUNTY in writing of the difference within six (6) months after end of contract year.

Payment of monthly allotments is triggered by receipt by COUNTY of the above required reports. It is the sole responsibility of the CONTRACTOR to submit required reports in order to obtain contract payments.

If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month.



2. Other Basis of Payment

Contracts based on other than monthly allotment payments (e.g., fee-for-service, etc.) will be paid as specified in the Special Condition of this Contract and are not subject to the above reporting requirements unless so specified.

For all bases of payment, all final billings, budget and expenditure reports affecting contract payments must be received within thirty (30) days after the end of the contract period. Contract payments not triggered or billed within this specified time period will be the sole responsibility of the CONTRACTOR.

Expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with generally accepted accounting principals, Oregon Administrative Rules, and applicable federal requirements as specified in Section F. below.

Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports.

The CONTRACTOR agrees that fee-for-service billing to the COUNTY for client services will be supported by signed, dated documentation in the client chart for each unit of service billed.

All financial records, including but not limited to books, invoices and statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration to termination of this contract. If, however any audit questions remain unresolved at the end of this three-year period, all records must be retained until final resolution.

Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

D. Applicability of Required Fiscal Reports

Periodic Contract Reporting: All subcontractors paid on a monthly allotment basis are required to submit monthly expenditure reports, quarterly year-to-date budget comparisons and annual budget(s) for each funded service element, unless exempted by contract.

Annual External Audit: CONTRACTOR is responsible for determining and adhering to applicable audit requirements as detailed in Section I.C.4. of the SSD Subcontractors' Financial Procedures dated September, 1987.

Client Tracking System: CONTRACTOR agrees to prepare and furnish enrollment, service and termination information on Client Tracking System (CTS) forms for all clients when the service funded wholly or in part by COUNTY. CTS data shall be submitted by the 7th working day of each month, or in another manner as prescribed by the COUNTY. Forms shall be completed in accordance with the Oregon Youth Programs Client Tracking System Manual.

CONTRACTORS wishing to determine applicable reporting requirements may contact the Division Fiscal Officer at any time during the contract year.

E. CONTRACTOR agrees to use and maintain accounting policies, practices and procedures and cost allocations consistent with the following:

1. Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time;

2. Office of Management and Budget (OMB):  
Circulars A-87, A-102 Attachments A-O and A-128 if CONTRACTOR is a governmental entity;  
Circular A-110 and A-122 if CONTRACTOR is a non-governmental entity.

3. Social Services Division Subcontractors' Financial Procedures, dated September, 1987.

There shall be up-to-date accounting records for each service accurately reflecting all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with generally accepted accounting principles and conforming to the requirements in the Social Services Division Financial Procedures, dated September, 1987.

CONTRACTOR will maintain minimal accounting records and written financial policies and procedures as required by Social Services Division Financial Procedures, dated September, 1987.

F. All annual and quarterly budget reports will be submitted with the minimum format and content specified in Section II of the SSD Subcontractors' Financial Procedures, dated September, 1987, and in accordance with OAR 309-13-020.

G. CONTRACTOR will incorporate the above provisions into any subcontracts CONTRACTOR enters into pursuant to the terms of this contract.

XV. Recovery of Funds. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with applicable state and federal regulations and statutes; 3) are in payment of an obligation incurred during the contract period; and 4) are not in excess of 100% of allowable program costs. Recovery of funds will be made in the event of unauthorized expenditures, non-performance of contract conditions, excess payments, payment withholding, or contract termination. Any refunds to the federal government resulting from federal audits of CONTRACTOR's program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make such payments within twenty (20) working days of receipt of formal notice of disallowance of contract expenditures.

Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after: 1) the contract's expiration; or 2) notification by COUNTY. CONTRACTOR shall be responsible for prior contract period overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, state, municipality, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation to reasonable attorney's fees.

XVI. Budget Transfers. CONTRACTOR may not transfer Social Services Division contract funds from one service element to another without prior written approval of COUNTY.

XVII. Special Federal Requirements. CONTRACTOR agrees to abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

CONTRACTOR additionally shall provide the COUNTY with written assurance upon request that CONTRACTOR will comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations, and further, CONTRACTOR agrees to promptly report all infractions to COUNTY.

XVIII. Property Management. CONTRACTOR shall be responsible for all property purchased with operational and/or start-up funds awarded in this contract. All property purchased with operational and/or start-up funds awarded in this contract is the property of the COUNTY and/or the State of Oregon. CONTRACTOR shall meet the following procedural requirements for all such property:

A. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of COUNTY and/or State, if applicable, funds used in the purchase of property; and location, use and condition of the property.

B. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated and fully documented.

C. Upon contract termination, CONTRACTOR agrees to transfer back to COUNTY and/or the State, if applicable, all property purchased with contract funds from this contract as directed by COUNTY and/or the State.

XIX. Retention of Revenue and Earned Interest. All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for youth services approved by COUNTY.

XX. Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, failure of the CONTRACTOR to submit required reports when due, or failure to perform or document the performance of contracted services, may result in the withholding of payments under this contract. Such withholding shall begin thirty (30) days after written notice is given by COUNTY to the CONTRACTOR. Such withholding of payment for cause, may continue until the CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the CONTRACTOR.

XXI. Record Maintenance and Confidentiality. CONTRACTOR shall maintain a record for each client who receives services under this contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CTS is not required. The record shall contain client identification; problem assessment; treatment, service plan; medical information when appropriate; progress notes including termination summary and an evaluation instrument if designated by COUNTY. Records shall be retained for three years and in accordance with OAR 166-05-000 through 166-40-1050.

CONTRACTOR agrees that all client records shall be kept confidential in accordance with state and federal statutes and rules governing confidentiality.

XXII. Assignment. This contract shall not be assigned by CONTRACTOR without the prior written consent of COUNTY.

XXIII. Amendment.

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

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

XXIV. Termination.

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

B. This contract may be terminated by either party by thirty (30) days written notice to the other party.

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

1. Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service element under the contract.

2. Upon notice if a CONTRACTOR fails to start up services on the date specified in the contract between COUNTY and CONTRACTOR or if CONTRACTOR fails to continue to provide services for the entire contract period.

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

4. If the Agreement between COUNTY and the State Juvenile Services Commission, if applicable, for provision of youth services is terminated by the State for any reason.

5. Upon evidence of CONTRACTOR's financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

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

XXV. Non-Violation of Tax Laws. CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

City of Portland

SPECIAL CONDITIONS  
PORTLAND PARKS AND RECREATION

The sum of \$2,500 is to be paid to Tender Loving Care - Think and Try (TLC/TnT) to operate a one week summer camp during the month of July 1989 for a minimum of 50 youth residing in the King neighborhood.

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

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

By *Richard M. Morsy* 4.24.90  
Program Manager Date

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

By *Gary Smith* 5/3/90  
Social Services Division Director Date

By *Gladys McCoy* 5/31/90  
Gladys McCoy Date  
Multnomah County Chair

**RATIFIED**  
Multnomah County Board  
of Commissioners  
May 31, 1990

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By *Laurence Kessel* 5.7.90  
Date

Meeting Date: MAY 31 1990

Agenda No.: R-14

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Adult Transfer - SB 875

BCC Informal May 29, 1990 BCC Formal May 31, 1990  
(date) (date)

DEPARTMENT Human Services DIVISION Aging Services and Social Services

CONTACT Don Keister TELEPHONE 248-3646

PERSON(S) MAKING PRESENTATION Duane Zussy, Jim McConnell, Gary Smith

4/8/90 copies to Jim McConnell & Don Keister

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: x

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

On February 8, 1990, the BCC, in passing Resolution #90-17, expressed their intention to accept an intergovernmental transfer of clients from the state, contingent on a state transfer of full and adequate resources to operate the programs. Staff analysis has shown that the state will not transfer adequate resources to operate the programs; we are therefore requesting the BCC to consider a new resolution.

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER Don Keister

(All accompanying documents must have required signatures)

# Metropolitan Human Relations Commission

ADVISORY COMMITTEE ON THE DISABLED

---

Multnomah County • City of Portland

Date: May 29, 1990

To: (Multnomah) Board of County Commissioners

Subject: SB 875 Adult Transfer Recommendations of May 14, 1990

From: Laurie Sitton, CCACD chair *LS/pc*

The City/County Advisory Committee on the Disabled supports the recommendations of the Adult Transfer Planning Advisory Group and DHS Staff Recommendations of May 14, 1990.

While we would prefer to see the B-2 option accepted, we understand that at this time Senior and Disabled Services Division cannot provide the resources and funding to implement the services mandated by the legislation and therefore support the B-1 option so that services can be delivered to the disabled population under 60.

We urge the County to commit themselves to assist us in advocating a review of the B-2 option after decisions are made at the state level regarding resources and then select the B-2 option in Fiscal year 1991-92 when new state resources are available for its implementation.

As part of recommendation #6 of the Adult Transfer Planning Advisory Group and DHS staff recommendations of May 14, CCACD feels the proposed position "...representing consumer and county DHS interests in the State's implementation of a service delivery system for the adult disabled population," be filled by a person with a disability.



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





BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Entering an Intergovernmental) RESOLUTION  
Agreement with the State of Oregon Regarding )  
the Transfer of the Disabled and Elderly ) #90-17

WHEREAS, the 1989 Legislature passed SB 875 which transfers the disabled and elderly, who are not members of households receiving aid to dependent children, from Adult and Family Services to the Senior and Disabled Services Division (SDSD); and

WHEREAS, Type B Transfer Area Agencies on Aging (AAAs) have the option to serve all of the transferred clients or to serve elderly clients only and in the latter case, the state SDSD would establish branch offices within the county to serve the disabled population under 65; and

WHEREAS, the AAA must notify SDSD of its decision on this matter by March 1, 1990; and

WHEREAS, this transfer is to be implemented by October 1, 1990; and

WHEREAS, the Board of County Commissioners serves as a Type B Transfer AAA for Multnomah County; and

WHEREAS, Multnomah County is dedicated to providing an integrated service system for its clients that is easily accessible, client oriented and that enhances the individuality and independence of each client; and

WHEREAS, Multnomah County is dedicated to providing quality programs that are adequately funded; and

WHEREAS, Multnomah County believes that citizen and consumer participation in government is essential to the planning and provision of quality services.

NOW, THEREFORE BE IT RESOLVED THAT Multnomah County intends to enter into an intergovernmental agreement with the State of Oregon to accept the transfer of the disabled and elderly, placing services for the disabled within the Social Services Division and services for the elderly within the Aging Services Division. An advisory board, of consumers and advocates for the disabled, will be established within the Social Services Division.

BE IT FURTHER RESOLVED THAT Multnomah County's intent to enter into this agreement is contingent upon a full and adequate transfer of budgeted staff positions, materials and services, support equipment, and management resources necessary to implement a quality program.

Dated this 8th day of February, 1990

(SEAL)

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By

Gladys McCoy  
Gladys McCoy, County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
OF MULTNOMAH COUNTY, OREGON

Laurence Kessel  
Deputy County Counsel

1.29.90

(1/29/90/1)

Multnomah County  
Department of Human Services  
Report on Implementation of  
SB 875 - Adult Transfer  
May 21, 1990

I. Background

In 1989, the state legislature passed Senate Bill 875. The bill transferred responsibility for adult disabled Medicaid and General Assistance clients from Adult and Family Services Division to Senior and Disabled Services Division, to be effective by October 1, 1990. The law also allows local Area Agencies on Aging currently serving the elderly and Medicaid long term care clients the option of serving this added client group as well, under contract with SDSD. The law mandates that, should local Area Agencies choose not to serve the younger adult disabled clients, Senior and Disabled Services Division will do so, and will also take over case management for Medicaid long term care clients currently served by the Area Agencies on Aging. Whether or not they agree to serve the younger disabled population, Area Agencies on Aging now serving Medicaid clients will receive the transfer of all Medicaid Old Age Assistance clients and non-assistance food stamp clients over 60.

Following passage of SB 875, Multnomah County began planning to decide whether to accept this client transfer from the State Senior and Disabled Services Division. The county convened a local Adult Transfer Advisory Group. The group developed and studied the following options:

OPTION A:

Multnomah County does not accept the full transfer: Persons 65+ would be served by ASD and the state SDSD would establish local offices in Multnomah County to serve the disabled populations age 18-64.

**OPTION B:**

Multnomah County does accept the full transfer and all clients are served by ASD.

**OPTION C:**

Multnomah County does accept the full transfer: Elderly and those disabled needing long-term care are served by ASD;; other disabled (MED and DD) are served by county Social Services Division.

**OPTION D:**

Multnomah County does accept the full transfer: Elderly are served by ASD; all disabled clients aged 18-64 are served by county Social Services Division.

The group researched the options and concluded that "client groups and others believe that the disabled clients will be better served under a locally controlled, service-oriented system such as currently exists at the county Department of Human Services. [This system] will enhance the single entry system, improve service coordination, and expand the community-based advocacy already built into the DHS programs."

The advisory group was concerned about accepting new responsibility for serving a major client group with what might be minimal state resources transferred to the county to do the job. The Advisory Group recommended that Multnomah County accept the full transfer.

On February 8, 1990, the Board of County Commissioners, citing the county's dedication to provide an integrated, accessible, client-oriented system, with adequately funded programs, resolved that the county would accept the full transfer, as described in Option D, pending an adequate transfer of staff and resources to implement a quality program. The Board allocated financial resources to fund planning the transfer through June 30, 1990. This report documents the results of staff planning and negotiations with the State Department of Human Resources. It represents the joint planning efforts of

Aging Services Division and Social Services Division, with the help of many other county and state staff and advocates. The budget and recommendations represent what we believe to be an acceptable level of service delivery, in the spirit of the county's commitment to service delivery.

## II. Planning Assumptions

The following assumptions were followed in guiding the development of service delivery, staffing plan, and necessary budget to support Option D:

### Assumptions

- o Multnomah County will be the designated Area Agency on Aging. Aging Services Division will serve all Medicaid clients over 65, and food stamp clients over 60. Social Services Division will serve Medicaid disabled clients 18 through 64.
- o Aging Services Division will serve 3,731 clients receiving food stamps and 3,150 Medicaid long term care clients, as well as non-Medicaid elderly over 60.
- o Social Services Division will serve 5,908 Medicaid or GA eligible clients and 1,078 clients requiring long term care services.
- o Social Services Division will operate four geographic offices for service delivery with every office having a branch manager.
- o All offices will be accessible by wheelchair and public transportation.

- o Social Services Division will do its own case management, financial eligibility, screening for nursing homes, diversion and relocation from nursing homes, and protective services investigation. Investigation of nursing home abuse will remain at Aging Services Division.
- o Case management staff currently serving younger disabled clients will transfer from Aging to Social Services at state caseload standards.
- o Staffing at Social Services will be at state caseload standards except for slight increases in GA case management and RN case support.
- o Social Services will have a central office to supervise Branch functioning, coordinate service, for program development and staff the advisory committee.
- o The attached budget contains no staffing for caseload growth from March, 1990, until at least July, 1991 (the end of the state budget biennium).
- o An enhancement package adds a nurse to both ASD and SSD, to retain the county's standard of a nurse in every office. It also adds 1.36 staff to bring the General Assistance caseworker ratio to a minimally workable level. This package reflects the large numbers of medically unstable clients in the Multnomah County client population.
- o An advisory group for the disabled population will be established and staffed from Social Services Division; Aging will continue to use the Portland Multnomah Commission on Aging as its advisory group.
- o The county will honor existing union/county agreements in the transfer of state staff to the county.

- o Staff salaries will be raised, if necessary, to bring them to county levels. State employees paid higher than county employees will be "red circled" until their salary range catches up.
- o State employee benefits average 37% above payroll costs; county benefits average 44%.
- o Social Services will claim Medicaid match for allowable administrative functions in Central Office not covered by the state and subsidized with county general fund. Any match obtained will be used to offset the program's funding deficits.
- o Program Medicaid match potential will be reserved for program enhancement rather than to correct the underfunding of this transfer.

III. Social Services and Aging Services Division Option D Staffing Plans:

The attached organization charts, A and B, depict the staffing plan for Social Services and Aging Services Divisions under Option D.

CHART A

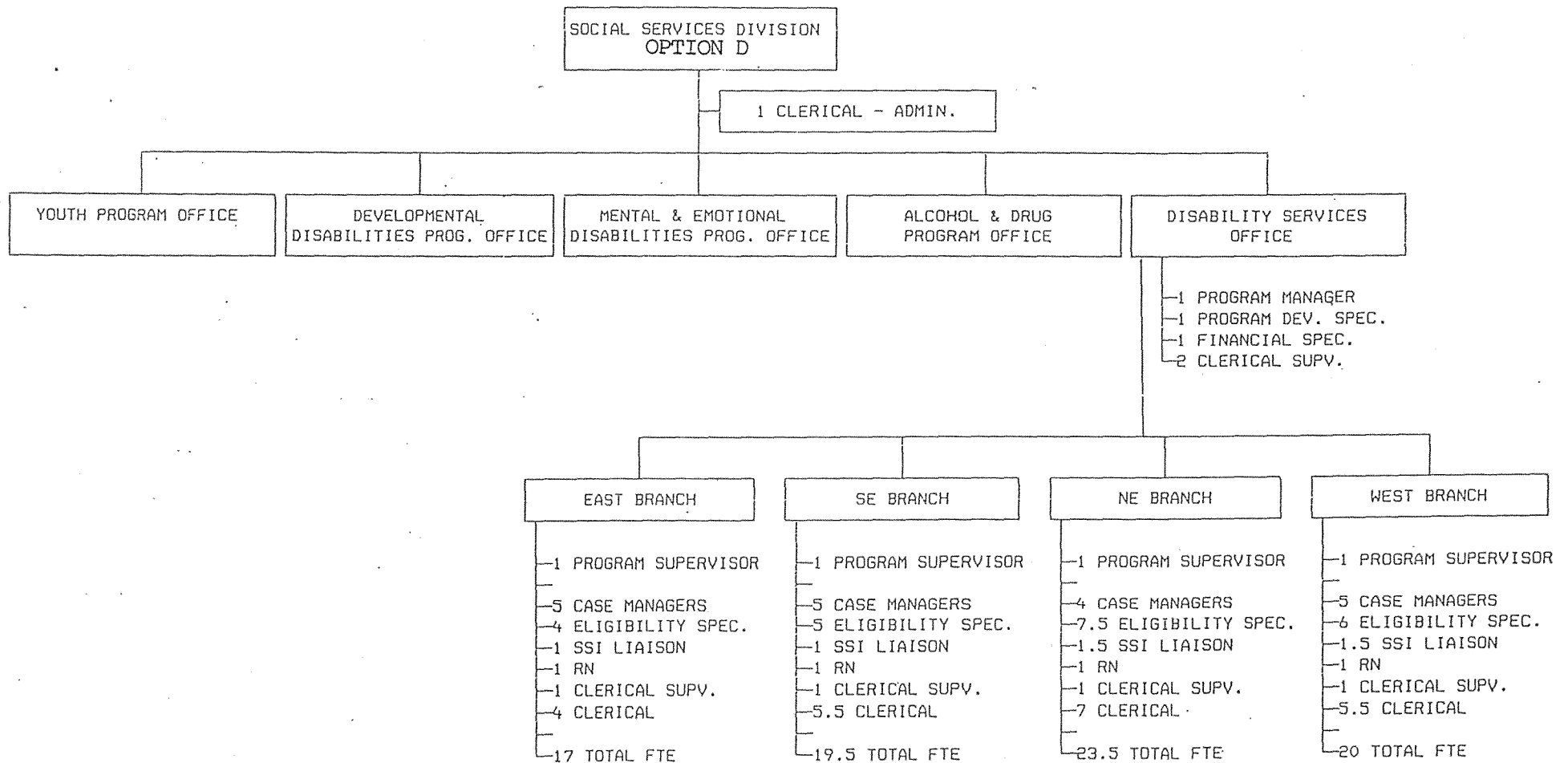
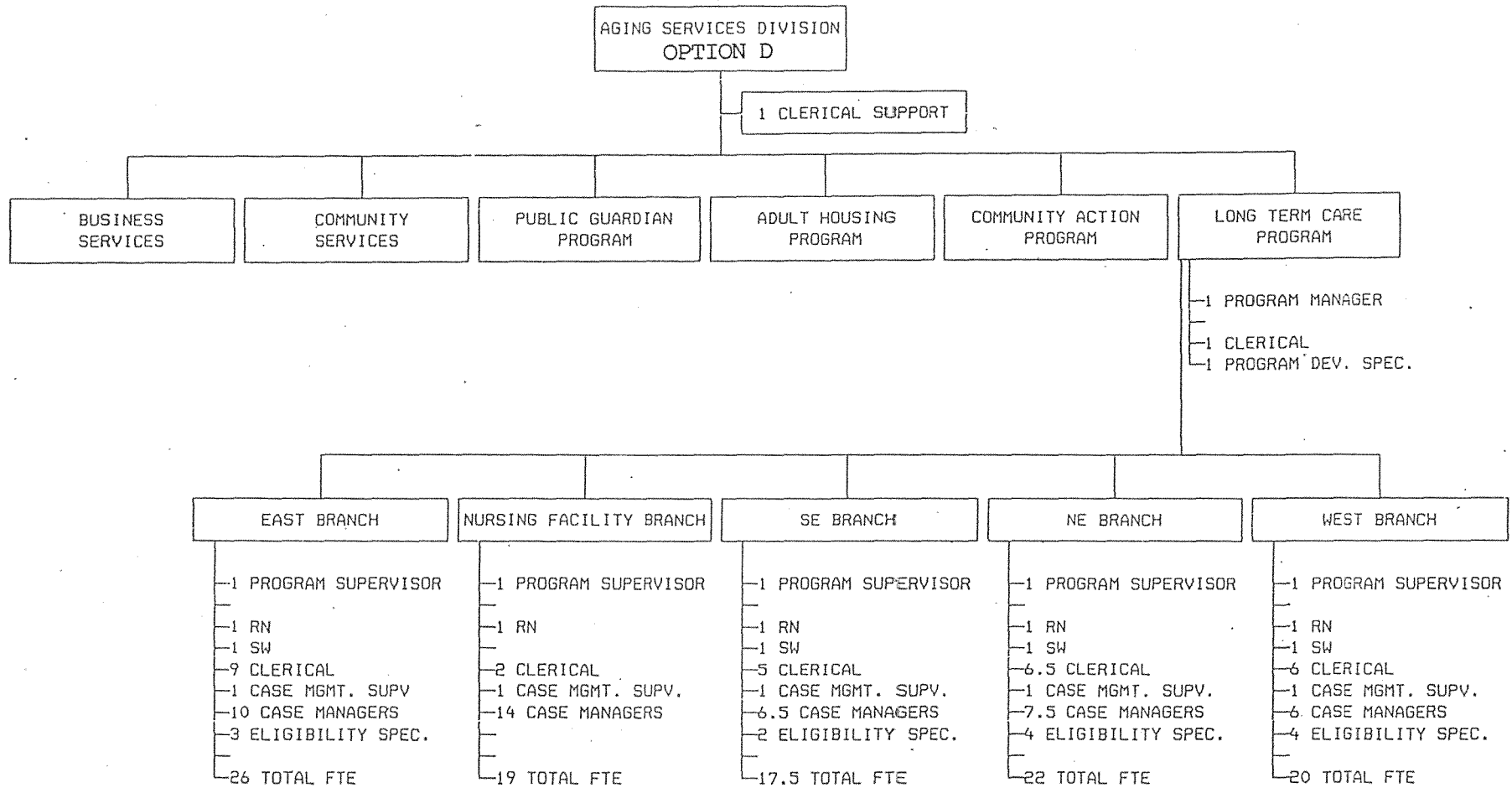




CHART B



#### IV. Option D Budget Comparison

	<u>Revenue</u>	<u>Expense</u>	<u>Difference</u>
A. <u>Personal Services</u>			
1. Caseload related staff	\$1,735,562		
80.25 from State			
75.5 FTE in Multnomah		(+) \$1,831,212	
staffing pattern			
2. Caseload Enhancement			
a. 1.36 GA workers to		32,178	
set caseload standard			
at 135			
b. To assure 1.00 RN in		64,994	
each office: 2.00 RNS			
3. Total caseload related:		1,928,384	(\$192,822)
B. Administration:			
1. 2.12 FTE funded from State	40,182		
2. 6.00 FTE in SSD and ASD		180,459	
Central Offices			
3. Total Administration:			( 140,277)
C. Materials and Service:			
1. \$464 per FTE per month	347,652		
from State			
2. Nine-month operating budget		325,510	
3. One-time only costs to			
establish 4 SSD offices			
o Cars, copiers, safes		104,000	
*minimal furniture			
o Initial supplies:		23,900	
* o Office moves, phone,		51,900	
and computer hook-ups			
4. o Total M&S			( 157,658)
*D. AFS lease obligations:		186,226	( 186,226)
E. County indirect changes on		(190,185)	( 190,185)
\$2,499,153 (no indirect on capital			
outlay or AFS lease costs)			
F. SSD Medicaid match generated:	89,807		89,807
G. Total Budget Deficit:			( 777,361)

\* Still pending: AFS lease pay-back  
Equipment & furniture transfer  
Reimbursement for move costs

(+) 2.5 eligibility positions will be eliminated when vacancies occur, saving \$56,799

## V. Analysis

There is no question that the full transfer of both elderly and disabled clients to Multnomah County, under Option D, is in the best interests of the client. Program coordination, local advocacy, local resource contributions, local networking of the service system, and consumer access to county government all add up to enhanced access, services, and future program development. Staff are also convinced that the management of the Adult Transfer within the two divisions of Aging and Social Services offers an opportunity to create a quality, client centered, easily accessible system for both the younger disabled and the elderly.

Social services and Aging Services Division have worked cooperatively for over six months to develop a program design and system that will greatly enhance coordination, service delivery and access.

There are major blocks to implementing the full transfer at this time. We say "full transfer" because a decision not to take Option D still means that ASD will have to take the additional transfer of the elderly population as part of its ongoing Type B Transfer commitment and responsibility as described in Option A.

Following are the major issues that we have identified that we consider blocks to the full transfer:

- o That Multnomah County's overhead payroll costs are at 44% of payroll while the state is allocating 37%. This creates an approximate deficit of \$69,730.
- o That there are not the required vacancies to meet the Option D staffing pattern creating an additional \$60,282 deficit.

- o That in order to establish four geographically accessible offices for disabled persons, Multnomah County would need to vacate AFS space and reimburse AFS \$186,539 through June 30, 1991.
- o That sufficient administrative funds will not be made available to establish an effective management structure, creating an additional \$140,227 deficit.
- o That the state does not allocate funds to pay local government indirect charges, estimated to be \$186,539 through June 30, 1990. Multnomah County would need to provide \$83,943 in general fund to use as match to offset this deficit.
- o That the state has not allocated one-time-only funds to establish free-standing and operative offices for the disabled population.
- o That SDSD and AFS negotiated a transfer date of August 1, 1990, without advice or concurrence of the AAA Association. This significantly impacts the ability to effectively implement Option D and increases the deficit funding for personal services, AFS lease costs and the total Multnomah indirect charges.
- o That Multnomah County's plan to administer the programs for the physically disabled program under Option D may not be contractually acceptable to SDSD.
- o That, as of May 14, 1990, Multnomah County has yet to receive full information regarding positions, funding, and the full impact of AFS space availability and/or lease cost obligations.

## VI. Recommendations

1. That the Board of County Commissioners (BCC) take the position that the proposed local administration of Medicaid eligibility and services for elderly and disabled persons by the county Department of Human Services would be in the best interests of the client population by enhancing visibility, access service coordination, advocacy, resource mobilization and citizen involvement.
2. That the BCC recognize that the resources being made available by the state for the operation and management of the Adult Transfer under Option D are inadequate.
3. That the BCC elect to take Option A at this time, i.e., the transfer into the county DHS of the elderly Medicaid and food stamp recipients only into DHS, and transfer of the younger disabled clients now being served by Aging Services Division to the state Senior and Disabled Services Division.
4. That the BCC reserve the option to assume Option D, i.e., full transfer of all disabled clients, if and when sufficient resources become available to enable the county to provide the service at acceptable levels.
5. That the BCC direct the Department of Human Services to present a report to the BCC by December 31, 1991, regarding the feasibility of executing the full transfer (Option D) on July 1, 1992.
6. That Aging Services Division utilize part of the cost savings accrued by implementing Option A to fund a position that will represent consumer and county DHS interests in the state's implementation of a service delivery system for the adult disabled population.

7. That the BCC recommend that the state provide adequate funding to service the adult disabled under 65, and include this as a priority in the BCC agenda for the upcoming legislative session.

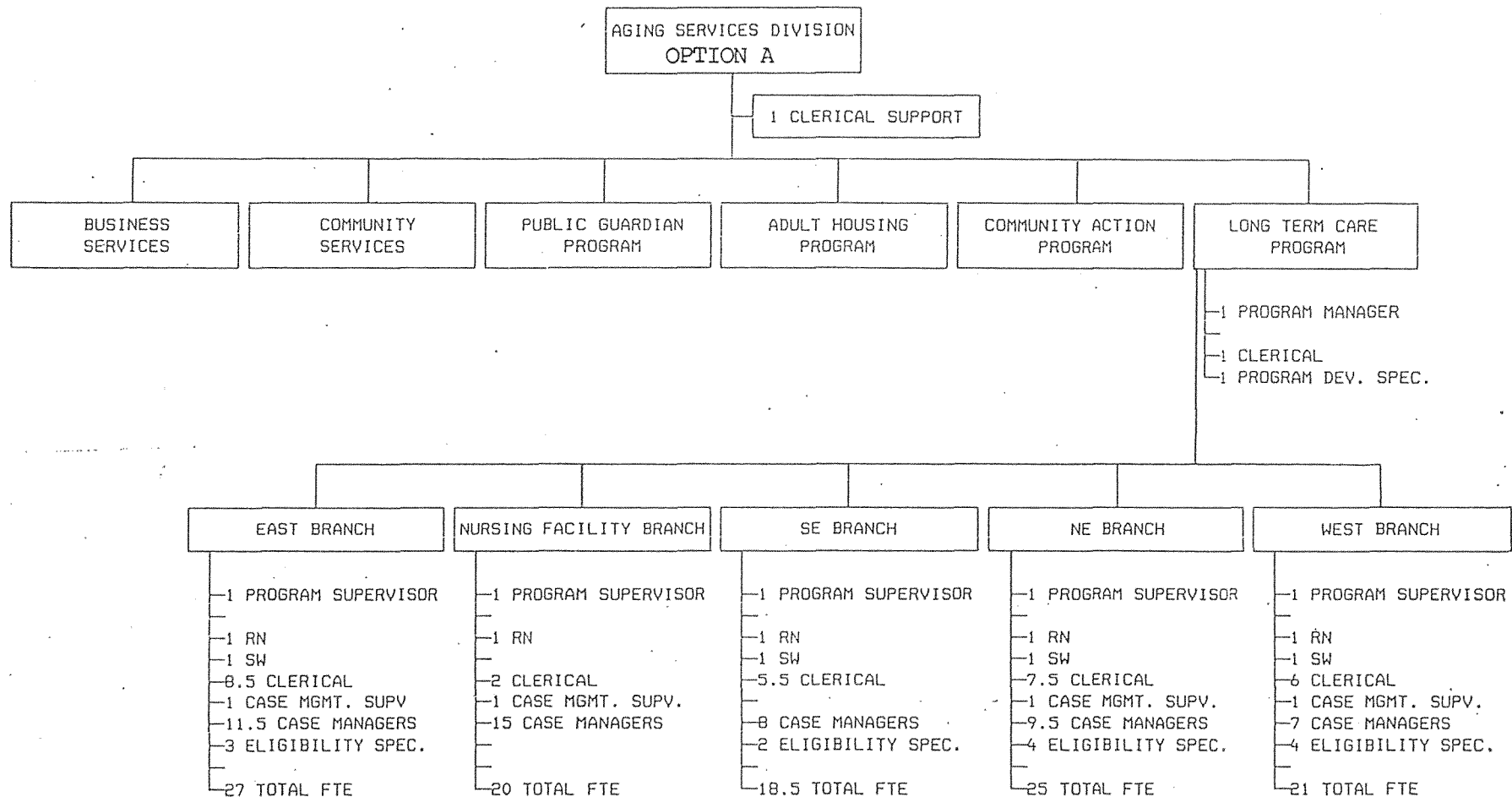
\* See Option A Addendum

ADDENDUM

ADULT TRANSFER BUDGET

Option A

o	25.34	Transferring State employee salaries and OPE from AFS to AAA for 9 mo.	\$512,919
o	22.68	Funded comparable Mult. Co. salaries and OPE for 9 mo.	<u>-\$500,490</u> \$ 12,429
o	17.99	Transferring County employees current salaries and OPE.	\$413,292
		Salaries and OPE to transfer to SDSD	<u>-387,640</u>
		Savings in OPE	\$ 25,652
o		M&S @ \$464 from AFS (for 9 mo.)	\$105,820
		M&S to SDSD (for 9 mo.) @ \$377	<u>- 61,040</u>
			\$ 44,780
o		Moving costs to ASD for employees	\$ 4,800
o		ASD equipment needs purchase costs	\$ 5,000
o		Net balance of Option A	\$ 73,061





BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Entering into an )  
Intergovernmental Agreement with the )  
State of Oregon Regarding the Transfer )  
of the Disabled and Elderly )

RESOLUTION NO. \_\_\_\_\_

WHEREAS on February 8, 1990, the Board of County Commissioners considered the options made available to Multnomah County by SB875; and

WHEREAS on that date the Board passed RESOLUTION #90-17 which expressed Multnomah County's intent to enter into an intergovernmental agreement with the State of Oregon to accept the transfer of the disabled and elderly, placing services for the disabled within the Social Services Division and services for the elderly within the Aging Services Division; and

WHEREAS the Board further resolved that Multnomah County's intent to enter into this agreement was contingent upon a full and adequate transfer of budgeted staff positions, materials and services, support equipment, and management resources necessary to implement a quality program; and

WHEREAS Multnomah County now finds that adequate resources necessary to implement a quality program will not be made available by the State in FY 90-91.

NOW, THEREFORE, BE IT RESOLVED THAT Multnomah County elects to be a Type B1 Transfer Area Agency on Aging and accept the transfer of the elderly Medicaid and food stamp recipients only into Aging Services Division and to transfer the younger disabled clients now being served by Aging Services Division to the State Senior and Disabled Services Division; and

THAT Multnomah County reserves the option to assume the Type B2 Transfer of all disabled clients if and when sufficient resources become available to enable the County to provide services at acceptable levels; and

THAT the Department of Human Services is directed to present a report to the Board of County Commissioners by December 31, 1991, regarding the feasibility of the full transfer by July 1, 1992; and

THAT Aging Services Division utilize part of the cost savings accrued by taking the B1 option to fund a position that will represent consumer and Multnomah County interests in the State's implementation of a service delivery system for the adult disabled population.

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

REVIEWED:

Laurence Kressel, County Counsel for  
Multnomah County, Oregon

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

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

Board of County Commissioners  
for Multnomah County

\_\_\_\_\_  
County Chair

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of an Intergovernmental )  
Agreement with the State of Oregon )  
Regarding the Transfer of the Disabled )  
and Elderly )

RESOLUTION NO. 90-85

WHEREAS on February 8, 1990, the Board of County Commissioners considered the options made available to Multnomah County by SB875; and

WHEREAS on that date the Board passed RESOLUTION #90-17 which expressed Multnomah County's intent to enter into an intergovernmental agreement with the State of Oregon to accept the transfer of the disabled and elderly, placing services for the disabled within the Social Services Division and services for the elderly within the Aging Services Division; and

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THAT the Department of Human Services is directed to present a report to the Board of County Commissioners by December 31, 1991, regarding the feasibility of the full transfer by July 1, 1992; and

THAT Aging Services Division utilize part of the cost savings accrued by taking the B1 option to fund a position that will represent consumer and Multnomah County interests in the State's implementation of a service delivery system for the adult disabled population.

Dated this 31 day of May, 1990

REVIEWED:

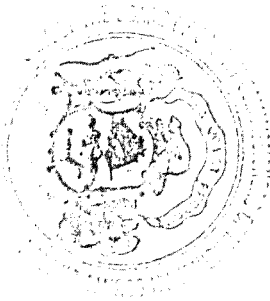
Laurence Kressel, County Counsel for  
Multnomah County, Oregon

By: *[Signature]*

Date: 5.25.90

Board of County Commissioners  
for Multnomah County

*Gladys McLaughlin*  
County Chair



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of an Intergovernmental )  
Agreement with the State of Oregon )  
Regarding the Transfer of the Disabled )  
and Elderly )

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THAT Aging Services Division utilize part of the cost savings accrued by taking the B1 option to fund a position that will represent consumer and Multnomah County interests in the State's implementation of a service delivery system for the adult disabled population.

Dated this 31 day of May, 1990

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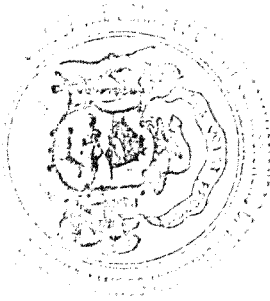
Laurence Kressel, County Counsel for  
Multnomah County Oregon

By: *[Signature]*

Date: 5.25.90

Board of County Commissioners  
for Multnomah County

*Gladys McLaughlin*  
County Chair



DATE SUBMITTED 5/15/90

**MAY 31 1990**

R-15

(For Clerk's Use)

Meeting Date

**MAY 24 1990**

Agenda No.

R-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: EMERGENCY MEDICAL SERVICES ORDINANCE

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

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

DEPARTMENT HUMAN SERVICES DIVISION HEALTH

CONTACT J. ACKER TELEPHONE 248-3220

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD J. ACKER, G. OXMAN, MD, S. DUFFY

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

This ordinance will repeal the current MCC which governs the EMS System. The new Ordinance will abolish the EMS Policy Board, provide a county-wide EMS Program, and institute an EMS user fee to support the EMS Program.

*6/1/90 copies to Joe Ackers & Sandra Duffy &  
Ordinance Distribution list*

(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 \_\_\_\_\_

SIGNATURES:

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

BUDGET / PERSONNEL *[Signature]*

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

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

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 652

An Ordinance adopting a new Emergency Medical Services Code, repealing MCC Chapter 6.31 and declaring an emergency.

Multnomah County ordains as follows:

Section 1. Findings.

1. Ordinance No. 229 (The Emergency Medical Code, codified as MCC Chapter 6.31) created the EMS Policy Board (EMSPB) and authorized it to adopt an ambulance plan and administrative rules and to hear appeals in matters concerning licensees.

2. In December 1986, the EMSPB endorsed a plan establishing a single, county-wide ambulance service area in Multnomah County, to be served by a single provider. However, in December 1987, the Circuit Court ruled, among other things, that the delegation of authority to the EMSPB to adopt a single ambulance area plan violated the Home Rule Charter.

3. In response to the portion of the ruling concerning the Home Rule Charter, the Board adopted Ordinance 573 to make the EMSPB advisory, to ratify the rules previously adopted by the EMSPB, and to make other procedural changes to the EMS code.

4. Ordinance 573 was followed by Ordinance 589. That ordinance adopted a plan for two ambulance service areas as a means of addressing the circuit court's ruling that state law prohibited a single, county-wide area. A circuit court



1 challenge to Ordinance 589 raised the question whether that  
2 ordinance impliedly repealed Ordinance 573. No repeal of  
3 Ordinance 573 was intended. The Board deems it prudent to  
4 re-enact many of the provisions of Ordinance 573 as a new code  
5 so as to remove any doubt as to Board intent.

6 5. While a two ambulance service areas plan has been  
7 submitted to the State Health Division for approval, the County  
8 is still operating under the four ambulance service areas plan  
9 previously approved and will continue to do so until an amended  
10 plan is approved.

11 6. In addition, the 1989 legislature enacted certain laws  
12 (1989 Oregon Laws Chapter 722) pertaining to ambulance plan  
13 adoption procedure. This ordinance is designed to carry out  
14 the 1989 legislation.

15 7. The Board also finds it in the public interest to  
16 delegate certain responsibilities to the EMS Director while  
17 reserving to itself the power to adopt, amend and repeal an  
18 ambulance service plan. This ordinance also effectuates this  
19 intent.

20  
21 Section 2. Adoption of Revised EMS Code.

22 The following is added to the Multnomah County Code as  
23 Chapter 6.32:

24  
25 6.32.005 Title; area of application. This  
26 chapter may be cited as the "Multnomah County

Page

1       Emergency Medical Services Code" and may be so pleaded  
2       and referred to.

3  
4       6.32.010 Definitions. As used in this chapter,  
5       unless the context requires otherwise:

6       (A) "Advanced Life Support Services" means those  
7       services which may be provided within the scope of  
8       practice by a person certified as an EMT II, III, or  
9       IV.

10       (B) "Ambulance" means any vehicle so certified  
11       by the State Health Division.

12       (C) "Appeals Hearings Officer" or "Hearings  
13       Officer" means the person or persons designated to  
14       conduct contested case hearings concerning actions on  
15       licenses under this chapter.

16       (D) "Board" means the Board of County  
17       Commissioners of Multnomah County, Oregon.

18       (E) "Director" means the Director of the Office  
19       of Emergency Medical Services of the Department of  
20       Human Services of Multnomah County, or the director's  
21       authorized representative.

22       (F) "Do business in Multnomah County" means to  
23       provide emergency ambulance service or any other  
24       emergency medical services in Multnomah County,  
25       provided, however, that transporting patients from  
26       outside the county to within the county only shall not

1 be considered doing business within the county unless  
2 the provider is licensed to do business in Multnomah  
3 County and the licensee's ambulance is usually  
4 stationed in Multnomah County.

5 (G) "Enhanced Basic Life Support Services" means  
6 those services provided by a person certified as an  
7 EMT I-D.

8 (H) "Emergency" means any non-hospital  
9 occurrence or situation involving illness, injury or  
10 disability requiring immediate medical or psychiatric  
11 services, wherein delay in the provision of such  
12 services is likely to aggravate the condition and  
13 endanger personal health or safety.

14 (I) "Emergency Medical Services" or "EMS" means  
15 those pre-hospital functions and services which are  
16 required to prepare for and respond to emergencies,  
17 including rescue, ambulance, treatment,  
18 communications, evaluation and public education or  
19 enhanced basic life support services.

20 (J) "Emergency Medical Services (EMS) Central  
21 Dispatch" Office means the communications center  
22 established under this chapter.

23 (K) "Emergency Medical Technician" or "EMT"  
24  
25  
26

Page

1 means a person so certified by the State Health  
2 Division.

3 (L) "Emergency Medical Technician Trainee" or  
4 "EMT Trainee" means a person performing the services  
5 described in subsection (K) of this section who  
6 possesses a provisional certification under subsection  
7 (2) of ORS 485.560.

8 (M) "Employee" means an employee, agent or EMT  
9 employed by a licensee.

10 (N) "License" means a nontransferable,  
11 nonassignable permit, personal to the person to whom  
12 it is issued, issued by the director authorizing the  
13 person whose name appears as licensee to do business  
14 in Multnomah County.

15 (O) "Licensee" means a person possessing a valid  
16 license under this chapter.

17 (P) "Medical Direction (on line)" means  
18 instruction, direction, advice, and professional  
19 support given to an EMT via radio or telephone  
20 communications by personnel at a medical resource  
21 hospital, for the purpose of assisting in the  
22 provision of pre-hospital on-side and in-transit basic  
23 and advanced life support services.

24 (Q) "Medical Advisory Board" means the Emergency  
25 Medical Services Medical Advisory Board established  
26 under this chapter.

Page

1           (R) "Medical Resource Hospital" means a medical  
2 facility, designated as such under this chapter, from  
3 which medical direction may be provided.

4           (S) "Multnomah County" or "county" means the  
5 incorporated and unincorporated areas of Multnomah  
6 County.

7           (T) "Patient" means an individual who, as a  
8 result of illness or injury, needs immediate medical  
9 attention.

10          (U) "Person" means an individual, partnership,  
11 company, association, corporation or any other legal  
12 entity, including any receiver, trustee, assignee or  
13 similar representative.

14          (V) "Provider Board" means the EMS Provider  
15 Board established under this chapter.

16          (W) "State Health Division" means the Health  
17 Division of the Department of Human Resources of the  
18 State of Oregon, or its successor.

19          (X) "Vehicle" means an ambulance or fire  
20 department rescue unit which is used in the provision  
21 of emergency medical services, but does not include a  
22 fire engine or ladder truck unless utilized to provide

1 enhanced basic life support or advanced life support  
2 first responder services.

3  
4 6.32.015 Policy and purpose; construction.

5 (A) The board has determined that it is  
6 necessary to regulate providers of emergency medical  
7 services to assure that the residents of Multnomah  
8 County receive prompt, effective, coordinated and  
9 consistently high levels of care before and during  
10 transportation to medical facilities in cases of  
11 medical emergency.

12 (B) The board has further determined that there  
13 exist many providers of emergency services in the  
14 county and that these providers offer multiple types  
15 and levels of pre-hospital care. There is a need for  
16 centralized standards and coordination of services.  
17 This ordinance addresses these needs.

18 (C) The board recognizes that ORS Chapter 823  
19 and the public health, safety, and welfare require  
20 adoption of an ambulance plan to assure efficient and  
21 effective ambulance services. This ordinance provides  
22 for adoption of such a plan, as well as assuring that  
23 emergency ambulance personnel and first responders are  
24 properly trained, that emergency ambulances are  
25 properly equipped and that emergency medical services  
26 are promptly and safely delivered under a system which  
is centrally coordinated.

Page

1           6.32.020 License and personnel required.

2           (A) It shall be unlawful for any person to do  
3 business in Multnomah County without a license issued  
4 under this chapter.

5           (B) It shall be unlawful for any licensee to  
6 operate or allow to be operated an emergency vehicle  
7 that is not equipped and staffed by the personnel  
8 required under this chapter.

9  
10          6.32.030 Exempt persons and activities.

11          This chapter shall not apply to:

12          (A) Vehicles owned by or operated under the  
13 control of the United States government.

14          (B) Vehicles being used to render temporary  
15 assistance in the case of a public catastrophe or  
16 emergency with which ambulance services of the  
17 surrounding locality are unable to cope.

18          (C) Vehicles operated solely on private property  
19 or within the confines of institutional grounds,  
20 whether or not the incidental crossing of any public  
21 street, road or highway serving the property or  
22 grounds is involved.

23          (D) Vehicles operated solely for the  
24 transportation of lumber industry employees.

25          (E) Any person who drives or who attends a  
26 patient transported in a vehicle under subsections (A)  
through (D) of this section.

Page

1           6.32.038 Plan adoption by Board of County  
2 Commissioners.

3           (A) The Board of County Commissioners shall  
4 adopt and may amend an ambulance plan as required by  
5 state law. Plan adoption, amendment or repeal shall  
6 be by non-emergency ordinance.

7           (B) Prior to adopting or amending a plan, the  
8 Board shall give notice to and consult with persons,  
9 cities and rural fire protection districts that  
10 provide or desire to provide ambulance service. The  
11 duty to provide notice and consultation shall apply  
12 only to those persons, cities and districts that  
13 request consultation in writing to the director.

14           (C) As used in the preceding subsection,  
15 "notice" means mailed notice. "Consult" means to seek  
16 advice or comment concerning the plan and the  
17 boundaries of any service areas established under the  
18 plan.

19           (D) Any provisions of an adopted plan which are  
20 in conflict with or inconsistent with provisions of  
21 this chapter take precedence over this chapter and are  
22 amendments to it.

23  
24           6.32.039 Ratification of rules previously  
25 adopted by Policy Board.

26           (A) The rules adopted by the EMS Policy Board  
are hereby ratified.

Page



1 (B) A two ambulance service area plan was  
2 adopted by Ordinance No. 589.

3 (C) Until the plan adopted by Ordinance 589 has  
4 been approved by the State Health Division, the  
5 ambulance service areas authorized by EMS Rule  
6 631-320E shall remain in force.

7  
8 **6.32.040 Administration; powers of director.**

9 (A) The director shall serve at the pleasure of  
10 the city/county Health Officer and shall be  
11 responsible and is hereby delegated authority for the  
12 enforcement of this chapter.

13 (B) The director shall have authority to propose  
14 and recommend action by the Board of Commissioners on:

15 (1) An ambulance service area plan;

16 (2) Rates of reimbursement for members of  
17 the EMS Medical Advisory Board; and

18 (3) Penalties for violation of  
19 administrative rules and procedures for appeals from  
20 the imposition of penalties.

21 (C) The director may also take action concerning  
22 licenses in accord with this chapter.

23 (D) The director may, with the approval of the  
24 Medical Advisory Board, adopt, amend and repeal  
25 standards and requirements related to ambulances, EMTs  
26 and medical matters, for example:

Page

1           (1) Minimum ambulance and equipment  
2 standards;

3           (2) Minimum levels of training, including  
4 continuing education and training for EMTs employed by  
5 licensees, consistent with the various functions  
6 performed by such EMTs;

7           (3) Procedures and pre-hospital treatment  
8 protocols for the various types of emergencies to  
9 which licensees respond;

10          (4) Procedures for monitoring performance  
11 of EMTs and response times of licensees; including  
12 procedures for submission by licensees of regular  
13 reports concerning pre-hospital care of patients;

14          (5) Procedures for submission and review of  
15 citizen complaints concerning pre-hospital patient  
16 care provided by licensees;

17          (6) Standards for designation of one or  
18 more medical resource hospitals and designation of  
19 such hospital(s) in accordance with the standards;

20          (E) The director, or persons designated by the  
21 director in writing, shall have the authority to do  
22 the following:

23               (1) Administer oaths;

24               (2) Audit records in order to assure  
25 conformance with this chapter;

26               (3) Certify official acts;

Page

1                   (4) Subpoena and require attendance of  
2 witnesses at meetings or hearings to determine  
3 compliance with this chapter;

4                   (5) Require the production of relevant  
5 documents;

6                   (6) Swear witnesses;

7                   (7) Take testimony of any person by  
8 deposition; and

9                   (8) Perform all other acts necessary to  
10 enforce the provisions of this chapter.

11                  (F) There shall be established by the director  
12 an EMS Central Dispatch Office within the Bureau of  
13 Emergency Communications. The office shall receive  
14 emergency calls in the county and promptly dispatch  
15 the appropriate ambulance(s) nearest the location of  
16 the person in need of emergency aid.

17  
18                  6.32.055 Medical Advisory Board Created.

19                  (A) There is hereby created an EMS Medical  
20 Advisory Board which shall consist of four licensed  
21 physicians interested and involved in pre-hospital  
22 emergency care, a registered nurse specializing in  
23 emergency care and two emergency medical technicians.

24                  (B) The members of the Medical Advisory Board  
25 shall be appointed in accordance with the County  
26 Charter. They shall serve three year terms. The  
members shall be selected as follows:

Page

1           (1) One physician shall be appointed from  
2 each of the following organizations: The Multnomah  
3 County Medical Society, the American College of  
4 Emergency Physicians, and the Medical Resource  
5 Hospital established under this chapter; each  
6 organization shall submit two or more nominees;

7           (2) A fourth physician shall be appointed  
8 as an at-large member;

9           (3) The nurse shall be appointed from  
10 nominees submitted by the Emergency Department Nurses  
11 Association;

12           (4) The EMTs shall be appointed from  
13 nominees submitted by organizations representing EMTs.

14           (C) Should a member resign before completing a  
15 term of office, a replacement shall be appointed in  
16 accord with the charter to complete the unexpired term.

17           (D) The members of the Medical Advisory Board  
18 shall be reimbursed for authorized expenditures.

19  
20           6.32.057 Powers and duties. The EMS Medical  
21 Advisory Board shall have the following powers and  
22 duties:

23           (A) Approve proposed actions by the director  
24 relating to protocols for pre-hospital patient care,  
25 emergency equipment, EMT Training, and medications  
26 required to be carried on vehicles operated by

licensees. The Medical Advisory Board shall consult with the physician-advisors to the providers of emergency medical services, the medical resource hospital, the Multnomah County Medical Society, American College of Emergency Physicians, the Emergency Department Nurses Association, organizations representing EMTs and other affected organizations concerning these actions.

(B) Consult with appropriate persons, departments, agencies and organizations and advise the director on matters concerning the subject matter of this chapter; and

(C) Periodically review the policies and procedures of the Medical Resource Hospital and report its findings and recommendations to the director.

#### 6.32.058 Provider Board.

(A) There is hereby created an EMS Provider Board which shall consist of a representative from each licensee under this chapter.

(B) The members of the Provider Board shall be appointed in accordance with the county charter and shall serve without compensation.

6.32.059 Role of Provider Board. The Provider Board shall advise the director on policies concerning the assignment of emergency calls to EMS vehicles.

Page

1           6.32.060 Continuation of terms of office of  
2 Board Members.

3           The members of the Medical Advisory Board and the  
4 Provider Board serving on the effective date of this  
5 ordinance shall continue in office until expiration of  
6 their terms. New members shall thereafter be  
7 appointed in accord with this ordinance.

8  
9           6.32.062 Prerequisites to action by director;  
10 emergency adoption of temporary standards and  
11 requirements affecting emergency medical services.

12           (A) Prior to action under MCC 6.32.040(C), the  
13 director shall give notice of a director's hearing:

14               (1) By publication in a newspaper of  
15 general circulation in Multnomah County at least 10  
16 days prior to the date of hearing;

17               (2) By mail to persons who have requested  
18 notice pursuant to subsection (E) of this section at  
19 least 10 days prior to the date of hearing. Mail  
20 shall be sent to the addressee's last known address.  
21 Date of mailing is the date of notice.

22               (3) Failure of any person to receive a  
23 mailed notice shall not prevent action.

24           (B) The notice required by subsection (A) of  
25 this section shall state the subject matter and  
26 purpose of the intended action in sufficient detail to

1 inform a person that his interests may be affected,  
2 and the time, place and manner in which interested  
3 persons may present their views on the intended  
4 action.

5 (C) Notwithstanding any other provision in this  
6 chapter, if the director finds that his failure to act  
7 promptly will result in serious prejudice to the  
8 public interest or the interest of the parties  
9 concerned, and sets forth in writing the specific  
10 reason for his findings, he may proceed upon the  
11 approval of the City/County Health Officer to adopt,  
12 amend or suspend a standard or requirement affecting  
13 emergency medical services without notice or hearing  
14 or upon any abbreviated notice and hearing deemed  
15 practicable. Such a standard or requirement is  
16 temporary and shall be effective upon filing with the  
17 Clerk of the Board for a period of not longer than 180  
18 days. The director shall immediately notify, in  
19 writing, all licensees of the temporary standards and  
20 requirements and shall take appropriate measures to  
21 make temporary standards and requirements known to the  
22 other persons who may be affected by them. The  
23 director shall also notify the Board of Commissioners  
24 of the adoption of a temporary measure.

25 (D) Any person may request in writing that the  
26 director mail the person copies of notices of intended

Page

1 action. Upon receipt of any request the director  
2 shall acknowledge the request, establish a mailing  
3 list and maintain a record of all mailings made  
4 pursuant to the request. The director may establish  
5 fees necessary to defray the costs of mailing notices.

6  
7 **6.32.067 Publication of standards and**  
8 **requirements affecting emergency medical services.**

9 (A) The director shall compile and index all  
10 standards and requirements. The compilation shall be  
11 supplemented or revised as often as necessary. Such  
12 compilation supersedes any prior compilation.

13 (B) The director shall, upon request, supply  
14 copies of the standards and requirements or designated  
15 parts of such standards and requirements, collecting  
16 fees therefor.

17  
18 **6.32.100 Application for license; fee.**

19 (A) Applications for licenses issued under this  
20 chapter shall be made upon forms provided by the  
21 director and shall contain such information as the  
22 director finds reasonably necessary to achieve the  
23 purposes of this chapter, including the schedule of  
24 rates to be charged for various services.

25 (B) The initial application to the director  
26 shall be accompanied by a fee of \$50 plus \$25 for each  
vehicle owned or operated by the applicant.

Page



1           (C) Payment of the application fee shall cover  
2 the license fee only for the balance of the first  
3 license period and shall not be prorated except as may  
4 be provided in any agreement between the county and a  
5 city in the county having similar licensing  
6 requirements.

7           (D) The application and license renewal fees  
8 required under this chapter shall not apply to any  
9 rural fire protection district, volunteer ambulance  
10 company or any other non-profit or governmentally  
11 operated provider of emergency medical service.

12  
13           6.32.110 Investigation and inspection by  
14 director.

15           (A) Within 30 days after receipt of any  
16 application, the director shall inspect and test all  
17 vehicles and equipment and inspect all proposed  
18 vehicle location sites.

19           (B) Inspection and tests of all vehicles and  
20 equipment procured by the licensee after issuance of a  
21 license may be made from time to time as may  
22 reasonably be determined by the director for the  
23 purpose of determining continued compliance with this  
24 chapter.

25  
26           6.32.120 Licensee requirements. Each licensee  
shall:

Page

1           (A) Maintain vehicles and equipment which  
2 conform with the standards, requirements and  
3 maintenance provisions stated in State Statutes, the  
4 rules adopted by the State Health Division and the  
5 requirements established under this chapter;

6           (B) Maintain and make available, upon request of  
7 the director, patient care records on forms approved  
8 by the director and the information required pursuant  
9 to this chapter;

10          (C) Prohibit the performance of EMT or EMT  
11 trainee activities by an EMT or EMT trainee who  
12 suffers a suspension revocation or termination of  
13 certificate by the State Health Division;

14          (D) File a copy of any state accident report  
15 with the director for any vehicle of the licensee  
16 involved in an accident within 72 hours of the  
17 accident;

18          (E) Identify vehicles in accordance with rules  
19 adopted by the director;

20          (F) Not change an approved location or establish  
21 a location without first obtaining an amended license  
22 under MCC 6.32.110;

23          (G) Report to the director, not more than 48  
24 hours after receiving the claim or complaint, any  
25 claim or complaint of loss or disappearance of  
26 personal property occurring during the course of  
transportation in a vehicle;

Page

1           (H) Report to the director, not more than 10  
2 days from the entry of final judgment or decree, any  
3 final judgment or decree entered against it, or any of  
4 its employees, relating to the loss or disappearance of  
5 personal property occurring during the course of  
6 transportation in a vehicle; and

7           (I) Furnish proof satisfactory to the director  
8 not more than 60 days after entry, of the entry of  
9 satisfaction or performance of any judgment or decree  
10 under subsection (H) of this section.

11  
12           6.32.130 Issuance of license. The director  
13 shall issue a license upon finding, as a result of the  
14 investigation and inspection, that:

15           (A) An accurate and complete application has  
16 been filed and all fees paid;

17           (B) Insurance policies as required by state law  
18 have been procured;

19           (C) Vehicles, equipment and personnel meet all  
20 requirements of state law and this chapter;

21           (D) All EMTs and EMT trainees possess  
22 appropriate certificates issued by the State Health  
23 Division;

24  
25  
26  
Page

1           (E) The applicant has made provision for the  
2 prompt transfer of emergency medical calls to the  
3 emergency medical services central dispatch office;

4           (F) Any location of applicant's vehicles  
5 conforms to applicable land use ordinances and rules,  
6 including those concerning off-street parking  
7 requirements;

8           (G) All requirements of this chapter and other  
9 governing laws and rules have been met.

10  
11           6.32.140 Denial of application; appeal or  
12 amendment.

13           (A) In the event the director denies an  
14 application or refuses to renew a license on the basis  
15 that the finding required by MCC 6.32.130 cannot be  
16 made, or revokes or suspends a license as provided for  
17 under MCC 6.32.160, the director shall give the  
18 applicant or licensee written notice of the denial or  
19 revocation, stating clearly and succinctly the facts  
20 and the conclusions and ordinance or rule provisions  
21 upon which the action is based and advising the  
22 applicant of the right to appeal, and the time within  
23 which an appeal must be filed. The applicant or  
24 licensee may then appeal under MCC 6.32.180 or submit  
25 an amended application without additional fee,  
26 notwithstanding subsection (C) of MCC 6.32.160.

Page

1           (B) During a license year an application upon  
2           which a license has been issued may be amended without  
3           payment of additional fee, except as provided in MCC  
4           6.32.170 and an amended license may be issued for the  
5           balance of the original or renewed license period if  
6           MCC 6.32.130 is satisfied.

7  
8           **6.32.150 License term; renewal.**

9           (A) The first license shall be for a period to  
10          terminate simultaneously with the conclusion of the  
11          fiscal year of Multnomah County. Renewed licenses  
12          shall be for twelve month periods.

13          (B) An application for renewal of a license  
14          shall be made no less than 30 days prior to expiration  
15          of the current license.

16          (C) Inspection and tests of all vehicles and  
17          equipment shall be made as provided by MCC 6.32.110  
18          prior to annual renewal of a license and a fee of \$50  
19          plus \$25 per vehicle owned or operated by the  
20          applicant shall be charged and shall be submitted at  
21          the time application is made for license renewal.

22          (D) Where a licensee has made timely application  
23          for renewal, such license shall not be deemed to  
24          expire, despite any stated expiration date thereon,  
25          until the director has issued a formal order granting  
26          or denying renewal.

Page

1           6.32.160 Denial or revocation of license.

2           (A) The director may deny, revoke, or suspend a  
3 license upon finding that an applicant or a licensee  
4 fails to meet the requirements of this chapter or is  
5 doing business in violation of this chapter, or  
6 applicable federal, state, municipal or county laws,  
7 ordinances, or standards and requirements affecting  
8 emergency medical services.

9           (B) Any person whose license has been denied or  
10 revoked may, after 30 days from the date of denial or  
11 revocation, apply for a license upon the paying of a  
12 \$25 application fee, which shall not be credited to  
13 the applicant's annual license fee.

14           (C) Any person whose license has been denied,  
15 revoked or suspended two times within one year, or who  
16 has had a total of four denials, suspensions or  
17 revocations in any period shall be disqualified from  
18 applying for a license for a period of two years from  
19 the date of the last denial or revocation.

20  
21           6.32.165 Abatement of violations.

22           (A) The director shall, upon finding that a  
23 violation of this chapter or applicable federal,  
24 state, municipal or county laws, ordinances, or  
25 standards and requirements affecting emergency medical  
26 services has occurred, provide written notice to the

1 licensee of the violation, and shall demand that the  
2 violation be corrected within not more than 30 days  
3 from the date of the notice, subject to the director's  
4 power to immediately suspend or revoke a license under  
5 subsection (B) of MCC 6.32.180. The notice shall  
6 describe with reasonable certainty the violation and  
7 the action necessary to correct the violation, if any.

8 (B) In the event of a notice under subsection  
9 (A) of this section:

10 (1) The licensee shall notify the director  
11 when corrective action, if required, has been taken  
12 and the director shall then make an inspection, if  
13 necessary.

14 (2) If a licensee fails to take required  
15 corrective action in the time required, the director  
16 may notify the licensee that the license is revoked or  
17 suspended, subject to the right to appeal under MCC  
18 6.32.180.

19 (3) Notices required under this section  
20 shall be in writing. Mailed notices shall be given to  
21 the addressee's last known address and shall be  
22 considered given at the date of mailing.

23  
24 **6.32.170 Notification of change of circumstances.**

25 (A) If the status of any licensee under this  
26 chapter changes in regard to the number of vehicles

1 owned or operated, new or discontinued drivers, EMTs  
2 or EMT trainees, personal qualification of EMTs under  
3 this chapter, the sale or discontinuance of the  
4 business being conducted or anything substantially  
5 changing the information contained in the initial  
6 application, the licensee must immediately file with  
7 the director a statement setting forth the changes.

8  
9 6.32.180 Appeals and hearings; review.

10 (A) A person receiving a notice from the  
11 director of a denial, refusal to renew, suspension,  
12 revocation or violation as provided in this chapter  
13 may request a hearing by an appeals hearing officer by  
14 filing a written request with the director within 60  
15 days of mailing of the notice, setting forth reasons  
16 for the hearing and the issues to be heard. The  
17 director shall prescribe forms for the filing of an  
18 appeal.

19 (B) The director shall, upon receipt of a timely  
20 request for hearing, promptly notify the appeals  
21 hearings officer, and said officer shall, within five  
22 business days, set a time and place for hearing, which  
23 shall be not more than 30 days from the date of  
24 receipt of request for hearing.

25 (C) The hearings officer shall notify the  
26 parties of the date, time and place of a hearing. The  
contents of the notice shall conform to MCC 6.32.140.

Page



1           (D) The hearing shall be conducted by the  
2 hearings officer in accordance with the most recently  
3 published Attorney General's Model Rules of Procedure.

4           (E) The hearings officer shall issue a final  
5 order within 30 days after the termination of the  
6 hearing and shall mail a copy of the order to the  
7 parties. A final order shall conform to the most  
8 recently published Attorney General's Model Rules of  
9 Procedure.

10          (F) Appeal of a final order shall be filed  
11 within 10 days with the Clerk of the Board of County  
12 Commissioners, who shall schedule a hearing on the  
13 appeal and notify the parties of the date of hearing.  
14 If a timely appeal is not filed, the decision of the  
15 hearings officer shall be final.

16          (G) The Board of County Commissioners shall  
17 consider the record of the proceeding, argument by the  
18 parties and shall thereafter issue a final order in  
19 conformance with the most recently published Attorney  
20 General's Model Rules of Procedure. No transcript of  
21 the proceeding before the hearings officer shall be  
22 required for appeals; but audio tapes shall be made  
23 available to the Board by the clerk prior to each  
24 appeal hearing.

25          (H) The Board of County Commissioners may affirm  
26 the hearing officer's final order, modify it or reject

Page

1 it and prepare, or cause a person designated by it to  
2 prepare a new final order. Final orders shall be  
3 signed by the presiding officer, filed with the Clerk  
4 of the Board, and mailed to the parties.

5 (I) A licensee who unsuccessfully appeals a  
6 hearing's officer's final order shall reimburse the  
7 County for the fee paid to the hearings officer.

8  
9 6.32.181 Filing of a hearing request shall abate  
10 any further proceeding by the director, provided,  
11 however, that in any case where the director, with the  
12 approval of the City/County Health Officer, finds a  
13 serious danger to the public health or safety and sets  
14 forth specific reasons for such findings, the director  
15 may suspend or refuse to renew a license without  
16 hearing, but if the licensee demands a hearing within  
17 90 days after the date of notice to the licensee of  
18 such suspension or refusal to renew, then a hearing  
19 must be granted to the licensee as soon as practicable  
20 after such demand, and the Board of County  
21 Commissioners shall issue an order pursuant to such  
22 hearing confirming, altering, or revoking the  
23 director's earlier order. Such a hearing need not be  
24 held where the order of suspension or refusal to renew  
25 is accompanied by or is pursuant to, a citation for  
26 violation by which is subject to judicial

Page

1 determination by any court of this state, and the  
2 order by its terms will terminate in case of final  
3 judgment in favor of the licensee.  
4

5 6.32.190 Prohibited activities. No applicant or  
6 licensee, applicant's or licensee's employe or any  
7 other person doing business as defined hereunder shall:

8 (A) Make a false statement of a material fact,  
9 or omit disclosure of a material fact, in an  
10 application for a license;

11 (B) Monitor or intercept police or other radio  
12 dispatch or transmission for profit or gain;

13 (C) Solicit information as to accident locations  
14 by payment of any form of gratuity;

15 (D) Charge for services not performed, make  
16 duplicate charges for the same service, or charge  
17 rates exceeding those on file with the director;

18 (E) Perform services of an EMT or EMT trainee  
19 unless authorized by state law, this chapter and the  
20 requirements adopted hereunder;

21 (F) Fail or refuse to promptly advise the  
22 Emergency Medical Services Central Dispatch Office of  
23 receipt of a request for emergency medical assistance  
24 or when a licensee's ambulance becomes available or  
25 non-available to respond to dispatch orders;

26 (G) Respond by ambulance to an emergency call  
unless so authorized by the Emergency Medical Services

Page

1 Central Dispatch Office or under a provision of this  
2 chapter or requirement hereunder;

3 (H) Contact by radio or telephone, for the  
4 purpose of receiving medical advice, a hospital which  
5 has not been approved as a medical resource hospital.  
6 Nothing in this chapter shall prevent an EMT from  
7 contacting the patient's private physician or the  
8 licensee physician advisor;

9 (I) Fail or refuse to respond to a dispatch  
10 order from the EMS Central Dispatch Office when the  
11 ambulance subject to the call is available for service;

12 (J) Falsify, deface or obliterate any license or  
13 certificate required under this chapter; or

14 (K) Transport an emergency patient in any  
15 vehicle other than an ambulance.

16  
17 **6.32.990 Penalty; additional remedies.**

18 (A) Violation of this chapter shall be a county  
19 offense under ORS 203.810 and shall be punished by a  
20 civil penalty of not more than \$10,000.

21 (B) The provisions of this section are in  
22 addition to and not in lieu of other procedures and  
23 remedies provided by law.

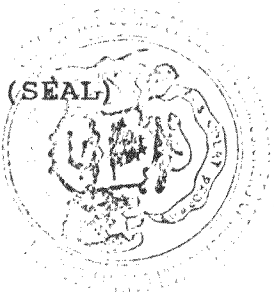
24  
25 Section 3. Repeal.

26 MCC Chapter 6.31 is repealed.

1 Section 4. Adoption.

2 This ordinance, being necessary for the health, safety, and  
3 general welfare of the people of Multnomah County, an emergency  
4 is declared and the Ordinance shall take effect upon its  
5 execution by the County Chair, pursuant to Section 5.50 of the  
6 Charter of Multnomah County.

7 ADOPTED this 31st day of May,  
8 1990, being the date of its second reading before the Board  
9 of County Commissioners of Multnomah County.



By

Gladys McCoy  
Gladys McCoy, Chair  
Multnomah County, Oregon

14 REVIEWED:

15  
16 Sandra Kressel  
17 Laurence Kressel, County Counsel  
18 of Multnomah County, Oregon

19 05/24/90:8

20 1ATTY.110/ac  
21  
22  
23  
24  
25  
26

Page

Meeting Date:

MAY 31 1990

Agenda No.:

R-10 (supplemental)

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Certificates of Participation

BCC Informal

(date)

BCC Formal May 31, 1990

(date)

DEPARTMENT General ServicesDIVISION FinanceCONTACT Dave BoyerTELEPHONE 248-3312PERSON(S) MAKING PRESENTATION Dave Boyer

## ACTION REQUESTED:

☐ INFORMATIONAL ONLY☐ POLICY DIRECTION☒ APPROVALESTIMATED 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):

Authorize the sale of Certificates of Participation for purchase of  
Commercial Securities Building and Postal Credit Union Building.

(If space is inadequate, please use other side)

## SIGNATURES:

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

OR

DEPARTMENT MANAGER *B. Linda D. ...*

(All accompanying documents must have required signatures)

BCC

HENRY KANE  
ATTORNEY AT LAW  
12275 S.W. 2ND  
P.O. BOX 518  
BEAVERTON, OREGON 97075

AREA CODE 503  
TELEPHONE 646-0566

FAX 644-9574  
May 28, 1990

Chairman and Commissioners  
Multnomah County Board of Commissioners  
1021 S.W. 4th Avenue  
Portland, OR 97204

1990 MAY 29 11:10  
CLERK OF COUNTY  
OREGON

Re: Notice of Possible Litigation

Public Records Law request to inspect and copy documents

Dear Chairman and Commissioners:

Paragraphs are numbered for clarity.

1. This letter is written on behalf of my client, the Oregon Homeowners Association.

2. The May 25, 1990 Oregonian contains an article titled:

"County board votes to purchase old  
Boise Cascade office building."

3. The article states in part:

"The county plans to pay \$11,950,000 for the 123,000-square foot building owned by Commercial Securities (Oregon) Ltd. The building has been on the market at \$13 million for several months.

"The county will raise the money through certificates of participation, which are sold to private and institutional investors through brokerage firms. Dave Boyer, county finance director, said that selling certificates does not require voter approval.

"The certificates will be paid off through county general funds and savings from other building leases during the next 20 years, Boyer said. The building purchase will cost the county \$500,000 to \$800,000 annually for the next 20 years and already was included in the 1990-91 budget, he said."

Chairman and Commissioners  
Multnomah County Board of Commissioners  
May 28, 1990  
Page Two

4. The article indicates that the County does not at this time have \$11,950,000 on hand as contingent, surplus or unappropriated funds. It is assumed that the County will not have the offsetting \$11,950,000 on or about July 9, 1990, the scheduled date to complete the purchase.

5. Multnomah County Counsel Laurence Kressel discussed the financing aspect of the purchase last Friday. During our brief telephone discussion three Oregon cases were discussed:

State ex rel Kane v. Goldschmidt, 308 Or 573 (1989)

Terry v. Multnomah County, 279 Or 127, 566 P2d 878 (1977)

Cole v. Baker, 82 Or App 108, 727 P2d 171 (1986).

6. Mr. Kressel did not state or imply that the County at this time, or on or about July 9, 1990, has/would have \$11,950,000 on hand as contingent, surplus or unappropriated funds to offset the purchase.

7. Equally important, Mr. Kressel did not state the theory or rationale the County is using to avoid asking Multnomah County voters to authorize the \$11,950,000 expenditure.

8. Perhaps Mr. Kressel is relying on Kane v. Goldschmidt, supra, which held that a debt is not a debt because the state of Oregon does not promise to repay the borrowed money, and that County certificates of participation (bonds) will state that the County does not promise to repay the \$11,950,000. If so, Kane v. Goldschmidt was based on an express 1989 statute. Perhaps Mr. Kressel will invite my attention to a statute similar to the one relied upon by the Supreme Court. I haven't found any.

9. Article XI, § 10 of the Oregon Constitutes provides that:

"No county shall create any debt or liabilities which shall singly or in the aggregate, with previous debts or liabilities, exceed \$5,000 \* \* \* ."

10. ACCORDINGLY, PLEASE CONSIDER THIS LETTER FORMAL NOTICE THAT IF NOT SATISFIED THAT MULTNOMAH COUNTY CAN BORROW THE \$11,950,000 WITHOUT VIOLATING ARTICLE XI, § 10 OF THE OREGON CONSTITUTION, THE OREGON HOMEOWNERS ASSOCIATION RESERVES THE RIGHT TO TAKE APPROPRIATE LEGAL ACTION AND MAY CHALLENGE THE TRANSACTION.



Chairman and Commissioners  
Multnomah County Board of Commissioners  
May 28, 1990  
Page Two

11. The decision whether to litigate will be determined by facts/legal theory offered by the County and the result of the following Public Records Law request to inspect and copy documents.
12. A subsequent letter will restate paragraph 10, supra.

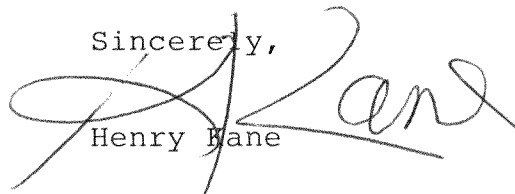
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PUBLIC RECORDS LAW REQUEST TO INSPECT AND COPY DOCUMENTS

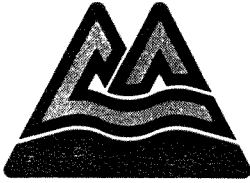
13. Pursuant to ORS 192.410 to 192.505, the Public Records Law, I request the opportunity to inspect the following documents during regular office hours and to order selected copies of the following documents:

- (a) all resolutions/orders authorizing aquisition of the old Boise Cascade building by Multnomah County;
- (b) all resolutions/orders authorizing Multnomah County to finance acquisition of said building by issuance of certificates of participation (COPs) in the sum of \$11,950,000;
- (c) the latest draft of agreements/contracts/etc., however denominated, to implement the County's decision to finance acquisition of said building by issuance of certificates of participation (COPs) in the sum of \$11,950,000;
- (c) An Opinion Letter by Bond Counsel that Multnomah County has the authority to issue the \$11,950,000 COPS, and
- (e) the proposed 1990-91 Multnomah County budger and all other financial documents, if any, Multnomah County claims demonstrates that the County has available funds of \$11,950,000 to offset the \$11,950,000 COPS.

Sincerely,

  
Henry Hane

cc: client  
Multnomah County Counsel Kressel - FAX 248-3377  
Oregonian - FAX 227-5306



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY  
PAULINE ANDERSON  
GRETCHEN KAFOURY  
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  
PLANNING & BUDGET (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

TO: Chair's Office  
FROM: David Boyer, *DB* Finance Director  
DATE: May 30, 1990  
SUBJECT: BCC Agenda Item R-16 - May 31, 1990

The above item, on the approval to issue Certificate of Participation for the Commercial Securities Building and the Portland Postal Employees Credit Union Building needs to be removed from the May 31, 1990 agenda.

We anticipated knowing whether either or both offers have been accepted by this time. We have not heard on either. Also, Bond Counsel has not given final approval on the Resolution form and language, therefore, at this time we have no item to present.

319FIN/DB/js



# MULTNOMAH COUNTY OREGON

R-17

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

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

## EDGEFIELD MARKETING TASK FORCE

1. Wayne Atteberry  
Standard Insurance Company  
Vice-President  
(503) 243-7784
2. Candace Brewer  
Pacific Development Corporation  
Director, Marketing & Communications  
(503) 233-4048
3. Ethan Seltzer  
METRO  
Land Use Coordinator  
(503) 221-1646
4. Brad Fletcher  
Oregon Economic Development Department  
Senior Business Development Officer and  
Regional Business Development Officer  
(503) 229-5625
5. Ron Kawamoto (Tentative)  
Norris, Beggs & Simpson  
Associate Broker  
(503) 223-7181

MAY 31 1990

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

Agenda No.: R-18

(Above space for Clerk's Office Use)

.....  
UNANIMOUS CONSENT

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement to provide funds to Multnomah County  
for full-time ACSP crew leader & ACSP crews (4-days per week)

BCC Informal \_\_\_\_\_ (date) BCC Formal 5/31/90 (date)

DEPARTMENT Dept. of Justice Services DIVISION Community Corrections

CONTACT Susan Kaeser TELEPHONE X-3007

PERSON(S) MAKING PRESENTATION Susan Kaeser

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):

Intergovernmental Agreement - City of Portland to provide funds for  
Multnomah County for full-time ACSP crew leader to work in sites maintained  
by Bureau of Parks and Recreation and ACSP crews for a maximum of 4-days  
per week.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Madup McCay

Or

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

(All accompanying documents must have required signatures)



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

MULTNOMAH COUNTY OREGON

Contract # 200161  
Amendment # \_\_\_\_\_

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

Contact Person SUSAN KAESER Phone 3007 Date May 29, 1990  
 Department JUSTICE SERVICES Division COMMUNITY CORR. Bldg/Room 101/818  
 Description of Contract City of portland to provide funds to Multnomah County for full-time ACSP crew leader to work in sites maintained by Bureau of parks and Recreation and ACSP crews for a maximum of four days per week.

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

Contractor Name City of Portland  
 Mailing Address 1120 SW 5th  
Portland, OR 97204  
 Phone 243-7300  
 Employer ID # or SS # \_\_\_\_\_  
 Effective Date July 1, 1990  
 Termination Date June 30, 1990  
 Original Contract Amount \$ 44,000.00  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ 44,000.00

## **Payment Term**

☐ Lump Sum \$ \_\_\_\_\_  
☐ Monthly \$ \_\_\_\_\_  
☒ Other \$Approximately \$11,000.00 on a quarterly basis.  
☐ Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
☐ Requirements Not to Exceed \$ \_\_\_\_\_

## **REQUIRED SIGNATURES:**

Department Manager [Signature]  
 Purchasing Director \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel [Signature]  
 County Chair/Sheriff [Signature]

Date 5-29-90  
 Date \_\_\_\_\_  
 Date 5-29-90  
 Date 5-31-90

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT REV	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	020	2305			2773					
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

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

## INTER-GOVERNMENTAL AGREEMENT

This Agreement for Services (Agreement) is between the City of Portland, Oregon (City) and Multnomah County (Contractor).

### RECITALS:

This agreement is for the purpose of paying the County for providing a trained crew leader and Alternative Community Service crews to work in areas maintained by the Bureau of Parks & Recreation.

### AGREEMENT:

#### 1. SCOPE OF CONTRACTOR SERVICES

(a) The Contractor shall provide services specifically to the Bureau of Parks and Recreation. The Contractor shall provide the City those services set out below:

The Contractor shall provide the services of a full-time Alternative Community Service (A.C.S.) crew leader to work in sites maintained by the Bureau of Parks & Recreation.  
The Contractor shall also provide A.C.S. crews for a maximum of four (4) days/week.

(b) The Contractor shall provide the services set out in subsection (a) above in accordance with the schedule set out below:

(1.) The Contractor shall provide an A.C.S. crew leader for five days a week, Monday through Friday, and A.C.S. crews four days a week for work in the City of Portland's Parks. The crew leader shall work one day out of five, scheduling work and completing appropriate paperwork; and four days supervising work crews. The crew leader shall be an employee of Multnomah County.

(2.) The contractor shall be the employer of the crew leader and is responsible for that employee's recruiting, training, payroll, benefits & discipline without limitation.

(3.) The City of Portland payment for said services shall include the costs of the salary and benefits for one full-time crew leader position, rental or lease of a van, and equipment and supplies to support the crew. The Contractor shall provide all insurance called for in this contract.

(4.) The Contractor shall perform all the administrative tasks of recruiting and screening A.C.S. clients to perform work for the Parks Bureau.

## 2. SCOPE OF CITY SERVICES

(a) A Representative of the City shall be a member of the interview panel. The City shall provide the tools and supplies necessary to complete the job assignments at the work sites. At the beginning of the contract and as required to insure adequate work, the City shall provide a calendar of work to be performed. The Park Bureau's Volunteer Coordinator shall assist the Contractor in scheduling work sites, insuring adequate technical assistance is available when appropriate, and specialized equipment is accessible as necessary.

The City shall assist in training the crew leader specifically in technical areas of Park Bureau Operations and where the crew leader will be responsible for directing the work of others without benefit of the expertise of other Park Bureau employees.

(b) The City shall perform the services set out in subsection (a) above in accordance with the schedule set out below:

(1.) At the beginning of the contract, the City shall provide a monthly schedule of the work to be performed.



(2.) Prior to the work day, or on the work site,  
the City shall provide technical training to the  
crew leader on how the work is to be performed.

3. COMPENSATION

The City shall pay the Contractor for work performed under this Agreement after the effective date as set out below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

The Contractor shall provide for a crew leader's pay  
and benefits and a van. The City shall pay the contractor  
an amount not to exceed \$44,000 as compensation for the  
Contractor's work.

4. BILLING AND PAYMENT PROCEDURE

The Contractor's billing and City's payment procedures shall be as set out below:

Prior to the beginning of each quarter, the Contractor shall  
submit to the City a bill for services for that quarter,  
equal to 1/4 of the salary of the crew leader. At the  
beginning of the contract or at the end of the fiscal year,  
whichever comes first, the Contractor shall submit to the  
City a bill equal to all other costs to be incurred during

the fiscal year such as: van rental, supplies, equipment  
and communication.

5. EFFECTIVE AND TERMINATION DATES

(a) This Agreement shall be effective as of July 1, 1990 and shall terminate as of June 30, 1991. Contractor and the City shall have the option to renew each succeeding year for a maximum of five (5) years. To exercise this option, each party must notify the other in writing.

6. EARLY TERMINATION OF AGREEMENT

(a) The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

(c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the

party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

7. PAYMENT ON EARLY TERMINATION

(a) In the event of termination under subsection (6a) or (6b) (EARLY TERMINATION OF AGREEMENT), hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 6(c) (EARLY TERMINATION OF AGREEMENT), hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of early termination all Contractor's work product will become and remain property of the City.

8. CITY PROJECT MANAGER

(a) The City Project Manager shall be Anne Kowalishen, Parks District Supervisor, or such other person as shall be designated in writing by the Park Grounds Supervisor of the Bureau of Parks and Recreation.

(b) The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

9. COMPLIANCE WITH LAWS

In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.

10. OREGON LAW AND FORUM

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

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

11. INDEMNIFICATION

(a) The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents,

and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's negligent work or any subcontractor's work under this Agreement.

(b) The City shall hold harmless, defend, and indemnify the Contractor and the Contractor's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the City's negligent work under this Agreement.

#### 12. LIABILITY INSURANCE

(a) The Contractor is a fully self-insured government agency. The Contractor shall provide to the City a certificate evidencing it is self-insured before this agreement is executed.

(b) The City shall provide coverage for city owned motor vehicles.

#### 13. WORKERS' COMPENSATION INSURANCE

(a) The Contractor, its subcontractors, if any, and all employees working under this Agreement are subject employers under the Oregon Workers' compensation law and

shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. Contractor is self-insured for worker's compensation. A certificate of self-insurance, as required by ORS 656.430, or copy thereof, shall be attached to this Agreement as Exhibit A and shall be incorporated herein and made a term and part of this Agreement. The contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

(b) In the event the Contractor's workers' compensation insurance coverage is due to expire during the term of this Agreement, the Contractor agrees to timely renew its insurance as a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.

(c) The Alternative Community Service workers are not "workers" as defined by the Worker's Compensation Law (ORS 656.005 (27)) nor are they employees of Contractor. ORS 656.041 allows Contractor to elect to provide Worker's Compensation coverage for a person who performs community service. Contractor has not elected to provide such coverage. However, Alternative Community Service Workers

are covered by Contractor-paid medical insurance as well as Contractor's self-insured liability fund to the limits set by State law.

14. SUBCONTRACTING

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

15. ASSIGNMENT

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

16. INDEPENDENT CONTRACTOR STATUS

(a) The contractor is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.

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

17. NOTICE

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

If to the City: Anne Kowalishen (or replacement)  
Park District Supervisor  
6437 S.E. Division Street  
Portland, OR 97206

If to the Contractor: Susan Kaeser (or replacement)  
Program Supervisor  
1021 S.W. 4th, Room 818  
Portland, OR 97204



18. SEVERABILITY

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

19. AMENDMENTS

(a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If authorized by the City Council, the Project Manager may agree to and execute any other amendment on behalf of the City.

(b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

20. PROGRESS REPORTS

The Contractor shall provide quarterly progress reports to the Project Manager. Each progress report shall contain the following information.

- (a) Park District or work unit receiving service
- (b) Specific parks or sites receiving service
- (c) General type of work performed
- (d) Crew days worked
- (e) Actual number of clients involved
- (f) Total hours per Park District or work unit
- (g) Approximate value of service (based on \$5.50 wage)

21. INTEGRATION

This Agreement contains the entire agreement between the City and the Contractor and supercedes all prior written

or oral discussions or agreements.

22. NON-WAIVER

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

23. PROHIBITED INTEREST

No City of Portland Park Bureau employee who participated in the award of this Agreement shall be employed by the Contractor's Department of Justice Services during the period of the Agreement.

24. PAYMENTS TO VENDORS AND SUBCONTRACTORS

The Contractor shall pay timely all suppliers, lessors, and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

25. FUNDS

City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

26. COMMENCEMENT OF WORK

Contractor agrees that work being done pursuant to this contract will not be commenced until after:

(a) Workers' compensation insurance is obtained, as outlined in Section 13, WORKERS' COMPENSATION INSURANCE; and,

(b) this Agreement is fully executed by the parties and approved by the City Attorney's Office; and,

(c) the effective date of this Agreement as specified in section 5, EFFECTIVE AND TERMINATION DATES.

27. ADDITIONAL PROVISIONS

APPROVED AS TO FORM:

MULTNOMAH COUNTY

CONTRACTOR:

APPROVED AS TO FORM:

By: Sandra Dwyer

MULTNOMAH COUNTY  
COUNSEL

By:

Title:

Date:

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

[Signature]  
Project Manager

5-29-90

[Signature]

Acting Dir D.C.C.

5/21/90

[Signature]

Chair

5/31/90

APPROVED AS TO FORM:

CITY OF PORTLAND

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

CITY ATTORNEY

By:

Name:

Title:

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AK/SB/ACS9091

SUBJECT: *Executive Session - Labor Negotiations*

PRESS LIST

DATE: 5-30-90

THE FOLLOWING WERE CALLED THIS DATE REGARDING:

- a) Meeting: \_\_\_\_\_  
b) Executive Meeting: 5-31-90 1:30pm  
c) Other: \_\_\_\_\_

SIGNED: *Chris Patterson*

KOIN	Channel 6	✓ 464-0797 or 464-0614 - Assignment Desk. Michael Keston/Lisa
KGW	Channel 8	✓ 226-5111 - Assignment Desk. Bob Kerns
KATU	Channel 2	✓ 231-4260 Assignment Desk
KPTV	Channel 12	✓ 222-9921 - News Desk. Denny 224-0101 After Hours
KPDX	Channel 49	239-4949 Lee Haglund <i>Message</i>
KEX	1190 AM	✓ 222-1929 Newsroom/Message
KSGO	1520 AM	✓ 223-1441 News Desk (After 9, Before 11:30)
KXL	750 AM	✓ 231-1071/0750 - Newsroom/Message. Link Mann/Dawn
KGW	62 AM	✓ 226-5095 News Desk
K-103 FM		643-5103 - Newsroom. Danna Jeffries <i>Message</i>
KXYQ	105 FM	✓ 226-6731
Oregonian		✓ 294-4065 Liz Moore
Gresham Outlook		✓ 665-2181 <i>DAVE PINSAN</i> <i>Message</i> <del>Robin Franzen</del>
Skanner		✓ 287-3562 Patrick Mazza
Cable		✓ 667-7636 Rosemary Knox <i>Message</i>



# MULTNOMAH COUNTY OREGON

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

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

## SUPPLEMENTAL AGENDA

Thursday, May 31, 1990 - 1:30 PM

Multnomah County Courthouse, Room 602

## EXECUTIVE SESSION

The Multnomah County Board of Commissioners will meet in Executive Session pursuant to ORS 192.660(2) for the purpose of discussing labor negotiations

0701C/55/cap  
5/30/90

CORRECTIONS HEALTH NURSES - 1% INCREASE

	Base	Fringe	Insurance	Total
	1,155,381	309,056	165,819	1,630,256
@ 1% Increase	11,554	3,091	1,658	16,303
@ 2% Increase	23,108	6,181	3,316	32,605
@ 3% Increase	34,661	9,272	4,975	48,908

DRAFT #6

May 31, 1990

AMENDMENT TO  
COLLECTIVE BARGAINING  
AGREEMENT

Witnesseth

WHEREAS, Multnomah County, Oregon ("the County") and Multnomah County Employees Union Local 88, AFSCME, AFL-CIO ("the Union") entered into a collective bargaining agreement dated September 1, 1988, effective for the period July 1, 1988 through June 30, 1991, and amended in Application to Library Employees on March 15, 1990, ("the Agreement"), and

WHEREAS, Article 14.1.d. of the Agreement specifies the terms for implementation of Pay Equity for employees in the bargaining unit pursuant to the terms of the Agreement and the consultant's study provided for by RFP #8P0395, and

WHEREAS, the results of the consultant's study and the terms of the Agreement have implications which if fully implemented violate the parties' shared sense of equity, and

WHEREAS, the parties have developed a modified approach to pay equity which better serves their joint needs,



NOW THEREFORE, it is agreed that the Agreement is amended to add Addendum J, "Implementation of Pay Equity," which constitutes a full and complete implementation of Pay Equity for this bargaining unit.

Except as modified by this Amendment, the Agreement between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands  
this \_\_\_\_\_ day of June, 1990.

MULTNOMAH COUNTY EMPLOYEES  
UNION, LOCAL 88, AFSCME,  
AFL-CIO

BY \_\_\_\_\_  
President

BY \_\_\_\_\_  
Vice President

BY \_\_\_\_\_  
Secretary

BY \_\_\_\_\_  
Treasurer

BY \_\_\_\_\_  
Jim Smith  
Council Representative  
AFSCME Council 75

NEGOTIATED BY:

BY \_\_\_\_\_  
Kenneth Upton  
Labor Relations Manager  
Multnomah County, Oregon

Reviewed:

BY \_\_\_\_\_  
Lawrence Kressel  
County Counsel  
Multnomah County, Oregon  
408LABREL

MULTNOMAH COUNTY, OREGON  
CHAIR

BY \_\_\_\_\_  
County Chair

MULTNOMAH COUNTY, OREGON  
BOARD OF COUNTY COMMISSIONERS

BY \_\_\_\_\_  
Commissioner

BY \_\_\_\_\_  
Commissioner

BY \_\_\_\_\_  
Commissioner

BY \_\_\_\_\_  
Commissioner

BY \_\_\_\_\_  
Auditor

BY \_\_\_\_\_  
District Attorney

BY \_\_\_\_\_  
Sheriff

ADDENDUM J  
IMPLEMENTATION OF PAY EQUITY

1. Classifications

The classifications and allocations cited in Attachment 1, which by this reference is made a part hereof, are accepted by the parties as a complete and correct system of classification and allocation of all employees in the bargaining unit in accordance with the terms of Article 14.1.d. as of May 18, 1990. Only the allocation of individuals hired after May 18, 1990 shall be subject to arbitral review as to proper allocation to classification as provided in Section "4" below; provided, however, that this limitation on appeal shall not apply to the allocation of employees who were in the bargaining unit as of May 18, 1990, but whose jobs were modified thereafter.

2. Point Evaluation

The parties agree to the point evaluations for classifications as cited in Attachment 2, which by this reference is made a part hereof. This agreement as to points is for the purpose of enforcing the "Zone of Equity" provided for in Section 3.C.(2) & ~~and~~ (3) ~~(3)~~ and not for determining the relative value of new jobs within the "Zone". Only classifications added to the list in Attachment 1 after May 18, 1990 shall be subject to arbitral review by the Union as to

proper allocation of points in accordance with the point evaluation system utilized by the consultant chosen by RFP #8P0395 as provided in Section 3.C.(1) below.

3. Pay

A. Rates and Ranges - July 1, 1990

Effective July 1, 1990, the wage rates and ranges for the classifications cited in Attachment 1 are shown in Attachment 3 which is attached hereto and by this reference made a part hereof.

B. Individual Rates of Pay

To avoid any needless dispute regarding the application of the wage table cited in "A" above to individual members of this bargaining unit, the parties examined the pay rates for all full and part-time Local 88 employees on the payroll as of May 18, 1990, to be effective on July 1, 1990, by utilization of a computer run as part of the bargaining process. While the parties have made a good faith effort to ensure the accuracy of this computer run, the following rules for the determination of each employee's wage rate effective July 1, 1990 shall be controlling:

(1) Effective one minute before midnight June 30, 1990, each employee's regular rate of pay shall be placed on the closest step in his or her new pay range before the July 1, 1990 four and one-half percent (4.5%) COLA increase which would result in no decrease in pay. The wage rates and ranges before increase are cited in Attachment 4 which is attached hereto and by this reference made a part hereof. Effective July 1, 1990, the rates and ranges in the wage table shall be increased 4.5 percent, resulting in the table specified in Section 3.A. above. Each employee's rate of pay shall concurrently be increased 4.5 percent except as provided in (2) below.

(2) Any employee whose regular rate of pay on June 30, 1990, would place him or her above the June 30, 1990 top step of the pay range for his or her classification as specified in (1) above shall, effective July 1, 1990, receive either:

- No wage increase, if the employee's rate of pay on June 30 would be at or above the pay range for his or her classification on July 1; or

- Such a percentage increase on July 1, 1990 less than 4.5 percent which would place the employee on the top step of his or her range as of July 1.

C. Rates for New Classifications Established After May 18, 1990.

The Pay Policy Line (PPL) resulting from the study and adjusted for any July 1, 1990 pay increase is attached as Attachment 5, along with any and all technical rules for translating points to a salary range, and by this reference is made a part hereof. In establishing rates and ranges for new classifications, to specifically include any new classification which may result from the transfer of the County Library under the terms of the study required by Addendum I, the following rules will apply:

- (1) Each new classification shall be subject to the same point factor evaluation as is provided for in the consultant's response to RFP #8P0395. The point results of such an evaluation may be subject to arbitral review by the Union as provided by Article 14.1.d. (2) of the Agreement.

- (2) The top of the pay range established by the County for any new classification shall be no more than 12.28% above (12.28 PPL) or below (0.8772 PPL) the top rate which would have resulted from application of the pay policy line to the new classification, pursuant to the points resulting from "(1)" above.
- (3) Within the specific restrictions provided in "(2)" above, referred to by the parties as the "Zone of Equity", the County shall establish a wage rate for any new classification based on the criteria specified in Article 23, Section 3 of the Agreement.
- (4) The County may, at its discretion, establish a range higher than that which would be contractually mandated by (1) - (3) above, and which would be over the range resulting from the restrictions of the "Zone of Equity", in instances in which the Employee ~~Relations~~ <sup>Services</sup> Division based on substantial evidence deems such higher rate to be required by the market to attract and retain the desired quality of workforce in a particular classification.

4. Reclassification on or after May 18, 1990.

All matters regarding reclassification for employees hired after May 18, 1990, specifically to include any and all reclassification matters related to the transfer of Library employees under Addendum "I", and to also include employees hired on or before May 18, whose jobs have changed thereafter, shall be governed by Article 23, Section 2 of the Agreement. Any disputes involving implementation of the classification and compensation study provided for in Addendum "I" of the Agreement, to be effective one minute until midnight June 30, 1991, shall utilize the appeals mechanism provided for in Addendum "I".