

✓
PLEASE PRINT LEGIBLY!

MEETING DATE

6-15-95

NAME

ADDRESS

Richard L Koenig

STREET

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R-1

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

2✓

PLEASE PRINT LEGIBLY!

MEETING DATE June 15

NAME

CARL ATKINS

ADDRESS

1824 SW HARTLEY

STREET

GRESHAM OR 97080

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R-1

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

Re: Support of Edgefield

ANNOTATED MINUTES

*Tuesday, June 13, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BUDGET SESSION

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

WS-1 Work Session to Review and Discuss the Proposed Multnomah County 1995-96 Budget.

CHAIR STEIN PRESENTED OVERVIEW OF PROCESS. BILL FARVER PRESENTED AND EXPLANATION OF MEMO DATE JUNE 12, 1995 REGARDING PROPOSED BUDGET AMENDMENTS AND DISCUSSION OF VARIOUS AREAS OF CONCERN. BOARD AND STAFF DISCUSSION AND DELIBERATIONS REGARDING FOLLOW UP ISSUES IDENTIFIED DURING PREVIOUS BUDGET WORK SESSIONS. COMMISSIONER HANSEN PROPOSED BUDGET AMENDMENTS FOR OUTSIDE-IN PRENATAL CARE AND NEEDLE EXCHANGE SUPPLEMENT. COMMISSIONER SALTZMAN PROPOSED BUDGET AMENDMENT TO CUT DAY CARE POSITIONS PENDING JULY DISCUSSION. BOARD DISCUSSION AND CLARIFICATION OF PROPOSED BUDGET NOTES. DISCUSSION OF PROPOSED TECHNICAL AMENDMENTS TO BE REVIEWED ON 6/14/95.

There being no further business, the meeting was adjourned at 11:53 a.m.

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


Carrie A. Parkerson

*Tuesday, June 13, 1995 - 7:00 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BUDGET HEARING

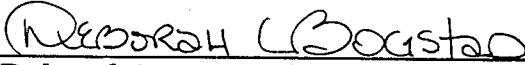
Chair Beverly Stein convened the hearing at 6:55 p.m., with Vice-Chair Sharron Kelley, Commissioners Gary Hansen and Tanya Collier present, and Commissioner Dan Saltzman excused.

PH-1 The Multnomah County Board of Commissioners Will Convene for the Purpose of Receiving Public Testimony on the Proposed 1995-96 Multnomah County Budget

JANIS SABIN ELLIOT TESTIMONY IN SUPPORT OF FUNDING FOR EARLY CHILDHOOD DEVELOPMENT, CARE AND EDUCATION PROGRAMS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. MS. ELLIOT TO PROVIDE BOARD WITH ADDITIONAL INFORMATION PRIOR TO BUDGET ADOPTION. PERYL GOTTESMAN AND DICK SWEARINGEN TESTIMONY IN SUPPORT OF ADDITIONAL FUNDING FOR COURT APPOINTED SPECIAL ADVOCATES (CASA). JAMIE TILLMAN RESPONSE TO BOARD QUESTIONS AND DISCUSSION. BOARD COMMENTS AND DISCUSSION. BRUCE GOLDBERG AND LINDA ERWIN TESTIMONY IN SUPPORT OF FUNDING FOR VIOLENCE PREVENTION ACTIVITIES AND PROGRAMS.

There being no further testimony, the hearing was adjourned at 7:25 p.m.

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


Deborah L. Bogstad

**Wednesday, June 14, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland**

BUDGET SESSION

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

WS-2 Work Session to Review and Discuss the Proposed Multnomah County 1995-96 Budget.

CHAIR STEIN OUTLINED PROCESS. DAVE WARREN PRESENTED HANDOUT AND PROVIDED OVERVIEW AND EXPLANATION. PRESENTATION FROM SHERIFF

DAN NOELLE REGARDING SHERIFF'S OFFICE BUDGET ISSUES. BOARD QUESTIONS, COMMENTS AND DISCUSSION. MR. WARREN EXPLANATION OF LIST OF POSSIBLE PROPOSED AMENDMENTS TO BE CONSIDERED FOR ADOPTION OF THURSDAY, JUNE 15, 1995. BOARD AND STAFF DISCUSSION AND COMMENTS REGARDING PROPOSED BUDGET NOTES.

There being no further business, the meeting was adjourned at 11:43 a.m.

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


Carrie A. Parkerson

**Wednesday, June 14, 1995 - 1:30 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland**

BUDGET SESSION

WS-3 Work Session to Review and Discuss the Proposed Multnomah County 1995-96 Budget.

CANCELLED.

**Thursday, June 15, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland**

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:35 a.m., with Vice-Chair Sharron Kelley, Commissioners Gary Hansen, Tanya Collier and Dan Saltzman present.

CONSENT CALENDAR

CHAIR STEIN ADVISED THAT COMMISSIONER SALTZMAN IS ON THE PORTLAND COMMUNITY COLLEGE BOARD AND REQUESTED THAT ITEM C-3 BE MOVED TO THE REGULAR AGENDA SO THAT HE MAY ABSTAIN FROM VOTING. UPON BOARD CONSENSUS, C-3 IS MOVED TO REGULAR AGENDA.

**UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER HANSEN, THE
CONSENT CALENDAR (ITEMS C-1, C-2, AND C-4
THROUGH C-7) WAS UNANIMOUSLY APPROVED.**

NON-DEPARTMENTAL

- C-1 In the Matter of the Appointment of Ernie Bonner to the Mt. Hood Cable Regulatory Commission*

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-2 Ratification of Amendment No. 2 to Intergovernmental Agreement, Contract #101575, between Multnomah County Community and Family Services Division, Child and Adolescent Mental Health and Youth Program and Portland Public School District to Add Day Treatment Educational Services for a Partners Project via the Nickerson Center, Effective January 30, 1995 through June 30, 1995*

DEPARTMENT OF COMMUNITY CORRECTIONS

- C-4 Ratification of an Intergovernmental Agreement, Contract #900106, between Clackamas County and Multnomah County to Provide a Facility for a Work Release-Probation Violation Center, Effective July 1, 1995 through June 30, 1996*
- C-5 Ratification of Amendment No. 2 to Intergovernmental Revenue Agreement, Contract #900344, between Board of Parole and Post-Prison Supervision and Multnomah County Regarding the Conducting of Parole and Post-Prison Supervision Violation Hearings and Local Sanction Hearings, Effective Upon Execution through December 31, 1995*

DEPARTMENT OF HEALTH

- C-6 Ratification of Amendment No. 2 to Intergovernmental Revenue Agreement, Contract #200704, between the Oregon Health Sciences University Child Development and Rehabilitation Center and Multnomah County Provides a 1.4 FTE Public Health Nurse to Serve as Coordinator for OHSU's CoCoon Program for Children with Special Health Needs and Extends Agreement, Effective Upon Execution through June 30, 1996*

SHERIFF'S OFFICE

- C-7 Ratification of an Intergovernmental Agreement, Contract #800246, between Metro and Multnomah County Sheriff's Office to Provide Solid Waste Flow Control and General Investigative Police Services and Provide a Supervised Inmate Work Crew to Clean Up Illegal Dump Sites within Jurisdictional Boundaries to Metro, Effective July 1, 1995 through June 30, 1996*

REGULAR AGENDA

PUBLIC COMMENT

- R-1 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

RICHARD KOENIG COMMENTED IN OPPOSITION TO FAMILY SERVICES MEDIATION PROCESS AND CARL ATKINS COMMENTED IN SUPPORT OF THE EDGEFIELD STATION PROJECT.

DEPARTMENT OF COMMUNITY CORRECTIONS

- C-3 Ratification of an Intergovernmental Agreement, Contract #900086, between Multnomah County and Portland Community College to Provide Instructional Support Services for the Londer Learning Center, for the Period July 1, 1995 through June 30, 1996*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, C-3 WAS APPROVED, WITH COMMISSIONERS STEIN, COLLIER, KELLEY AND HANSEN VOTING AYE AND COMMISSIONER SALTZMAN ABSTAINING DUE TO HIS POSITION ON THE PORTLAND COMMUNITY COLLEGE BOARD.

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- R-2 Request for Approval of a Notice of Intent to Apply with the Department of Health and Human Services for Demonstration Partnership Program (DPP) Funds for a Youth Employment Stabilization Grant*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-2. JOHN PEARSON EXPLANATION. NOTICE OF INTENT UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-3 Budget Modification DES #10 (Revised) Requesting Authorization to Transfer Budgeted Funds from Facilities Fund Contingency to Personal Services to Fund the Justice Center Energy Retrofit Project*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-3. CRAIG CALKINS EXPLANATION AND RESPONSE

**TO BOARD QUESTIONS. BUDGET MODIFICATION
UNANIMOUSLY APPROVED.**

NON-DEPARTMENTAL

- R-4** *Second Reading and Possible Adoption of a Proposed ORDINANCE Relating to the Pay Ranges and COLA Increases for Exempt Employees*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF THE SECOND READING AND ADOPTION. CURTIS SMITH EXPLANATION. ORDINANCE NO. 822 WAS UNANIMOUSLY APPROVED.

- R-5** *RESOLUTION in the Matter of the Adoption of the 1995-96 Budget for Multnomah County, Oregon, for the Fiscal Year July 1, 1995 to June 30, 1996 and Making the Appropriations thereunder, Pursuant to ORS 294.435*

COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-5. DAVE WARREN PRESENTED AND EXPLAINED THE LETTER OF CERTIFICATION FROM THE TAX SUPERVISING & CONSERVATION COMMISSION WHICH IS REQUIRED BEFORE THE 1995-96 BUDGET CAN BE ADOPTED. MR. WARREN EXPLAINED PROCESS AND ACTION NEEDED. MR. WARREN ALSO AND PROVIDED PRESENTATION AND SUGGESTED RESPONSES TO THE TAX SUPERVISING RECOMMENDATIONS. BOARD DISCUSSION AND COMMENTS.

COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF PROPOSED PROGRAM AMENDMENTS ASD 6; CFS 1a, 2a, 17, 20a & 22; DA 1, 8 & 9; DES 4 & 18; HD 2, 12 & 13; JJD 7, 8, 14, 15, 6 & 17; LIB 5; MCSO & MCSO 16; NOND 1, 8, 10, 17 & 18. MR. WARREN EXPLANATION. PROGRAM AMENDMENTS ASD 6 THROUGH NOND 18 UNANIMOUSLY APPROVED.

COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF PROPOSED AMENDMENT NON 1. COMMISSIONER KELLEY EXPLAIN WHY NOT SUPPORT THIS AMENDMENT. AMENDMENT NON 1

APPROVED WITH COMMISSIONERS HANSEN, COLLIER, SALTZMAN AND STEIN VOTING AYE, AND COMMISSIONER KELLEY VOTING NO.

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF PROPOSED REVENUE AMENDMENTS ASD 7, 8 & 9; CFS 6, 7, 8, 10, 11, 14, 16, 18, & 19; DA 2, 3, 4, & 6; DCC 1 & 2; DES 14 & 16; HD 4, 5, 7, 9, 10 & 11; JJD 5, 10, 11, 12 & 13; MCSO 5, 5a & 8; NOND 13; REV 1, 2, 3, 4 & 5. MR. WARREN EXPLANATION. REVENUE AMENDMENTS ASD 7 THROUGH REV 5 UNANIMOUSLY APPROVED.

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF PROPOSED CARRYOVER AMENDMENTS CFS 4; DES 5, 8, 9, 10, 12, 13, 19, 20, 21 & 23; HD 8; LIB 1 & 3; MCSO 12, 13, 14 & 15; NOND 2, 4, 7, 11, 12, 14, 16, 18 & 19. MR. WARREN EXPLANATION. CARRYOVER AMENDMENTS CFS THROUGH NOND 19 UNANIMOUSLY APPROVED.

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF PROPOSED TECHNICAL AMENDMENTS CFS 5, 9, 10, 12, 13, 15 & 21; DA 7; DES 6, 7, 17 & 22; HD 6; LIB 2 & 4; MCSO 9, 10 & 11; NOND 3, 5, 9 & 15. MR. WARREN EXPLANATION. TECHNICAL AMENDMENTS CFS 5 THROUGH NOND 15 UNANIMOUSLY APPROVED.

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF PROPOSED BUDGET NOTES. BOARD CONSENSUS TO AMEND BUDGET NOTE 13 TO READ "IT IS THE BOARD'S INTENTION TO END MATRIX RELEASES FROM COUNTY JAILS AT THE EARLIEST POSSIBLE DATE." BUDGET NOTES UNANIMOUSLY APPROVED AS AMENDED.

FOLLOWING BOARD COMMENTS AND DISCUSSION, RESOLUTION 95-139 WAS UNANIMOUSLY APPROVED.

R-6 RESOLUTION in the Matter of Levying Ad Valorem Property Taxes for Multnomah County, Oregon for Fiscal Year 1995-96

COMMISSIONER COLLIER MOVED AND

**COMMISSIONER KELLEY SECONDED, APPROVAL OF
R-6. DAVE WARREN EXPLANATION. RESOLUTION
95-140 WAS UNANIMOUSLY APPROVED.**

There being no further business, the meeting was adjourned at 10:30 a.m.

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

A handwritten signature in cursive script, reading "Carrie A. Parkerson", written over a horizontal line.

Carrie A. Parkerson



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JUNE 12, 1995 - JUNE 16, 1995

Tuesday, June 13, 1995 - 9:30 AM - Budget Session	Page 2
Tuesday, June 13, 1995 - <u>7:00 PM</u> - Budget Hearing	Page 2
Multnomah County Courthouse, Room 602	
Wednesday, June 14, 1995 - 9:30 AM - Budget Session	Page 2
Wednesday, June 14, 1995 - 1:30 PM - Budget Session	Page 2
Thursday, June 15, 1995 - 9:30 AM - Regular Meeting	Page 3

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

Thursday, 9:30 AM, (LIVE) Channel 30
Friday, 10:00 PM, Channel 30
Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

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

*Tuesday, June 13, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BUDGET SESSION

WS-1 Work Session to Review and Discuss the Proposed Multnomah County 1995-96 Budget.

*Tuesday, June 13, 1995 - 7:00 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BUDGET HEARING

PH-1 The Multnomah County Board of Commissioners Will Convene for the Purpose of Receiving Public Testimony on the Proposed 1995-96 Multnomah County Budget

*Wednesday, June 14, 1995 - 9:30 AM
(IF NEEDED ONLY)
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BUDGET SESSION

WS-2 Work Session to Review and Discuss the Proposed Multnomah County 1995-96 Budget.

*Wednesday, June 14, 1995 - 1:30 PM
(IF NEEDED ONLY)
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BUDGET SESSION

WS-3 Work Session to Review and Discuss the Proposed Multnomah County 1995-96 Budget.

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- App*
C-1 In the Matter of the Appointment of Ernie Bonner to the Mt. Hood Cable Regulatory Commission

COMMUNITY AND FAMILY SERVICES DEPARTMENT

- C-2* Ratification of Amendment No. 2 to Intergovernmental Agreement, Contract #101575, between Multnomah County Community and Family Services Division, Child and Adolescent Mental Health and Youth Program and Portland Public School District to Add Day Treatment Educational Services for a Partners Project via the Nickerson Center, Effective January 30, 1995 through June 30, 1995

DEPARTMENT OF COMMUNITY CORRECTIONS

- Move to Regular Agenda*
App
(OS office)
C-3 Ratification of an Intergovernmental Agreement, Contract #900086, between Multnomah County and Portland Community College to Provide Instructional Support Services for the Londer Learning Center, for the Period July 1, 1995 through June 30, 1996

- C-4 Ratification of an Intergovernmental Agreement, Contract #900106, between Clackamas County and Multnomah County to Provide a Facility for a Work Release-Probation Violation Center, Effective July 1, 1995 through June 30, 1996

- C-5 Ratification of Amendment No. 2 to Intergovernmental Revenue Agreement, Contract #900344, between Board of Parole and Post-Prison Supervision and Multnomah County Regarding the Conducting of Parole and Post-Prison Supervision Violation Hearings and Local Sanction Hearings, Effective Upon Execution through December 31, 1995

DEPARTMENT OF HEALTH

- C-6 Ratification of Amendment No. 2 to Intergovernmental Revenue Agreement, Contract #200704, between the Oregon Health Sciences University Child Development and Rehabilitation Center and Multnomah County Provides a 1.4 FTE Public Health Nurse to Serve as Coordinator for OHSU's CoCoon Program for Children with Special Health Needs and Extends Agreement, Effective Upon Execution through June 30, 1996

SHERIFF'S OFFICE

- S
- C-7 *Ratification of an Intergovernmental Agreement, Contract #800246, between Metro and Multnomah County Sheriff's Office to Provide Solid Waste Flow Control and General Investigative Police Services and Provide a Supervised Inmate Work Crew to Clean Up Illegal Dump Sites within Jurisdictional Boundaries to Metro, Effective July 1, 1995 through June 30, 1996*

REGULAR AGENDA

PUBLIC COMMENT

- Richard Koenig
- R-1 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

COMMUNITY AND FAMILY SERVICES DEPARTMENT

- App
- R-2 *Request for Approval of a Notice of Intent to Apply with the Department of Health and Human Services for Demonstration Partnership Program (DPP) Funds for a Youth Employment Stabilization Grant*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- App
- R-3 *Budget Modification DES #10 (Revised) Requesting Authorization to Transfer Budgeted Funds from Facilities Fund Contingency to Personal Services to Fund the Justice Center Energy Retrofit Project*

NON-DEPARTMENTAL

- App
- R-4 *Second Reading and Possible Adoption of a Proposed ORDINANCE Relating to the Pay Ranges and COLA Increases for Exempt Employees # 822*
- AS Amended
- R-5 *RESOLUTION in the Matter of the Adoption of the 1995-96 Budget for Multnomah County, Oregon, for the Fiscal Year July 1, 1995 to June 30, 1996 and Making the Appropriations thereunder, Pursuant to ORS 294.435 95-139*
- App
- R-6 *RESOLUTION in the Matter of Levying Ad Valorem Property Taxes for Multnomah County, Oregon for Fiscal Year 1995-96 95-140*

PARKERSON Carrie A

From: BOGSTAD Deborah L
To: STEIN Beverly E; SALTZMAN Dan S
Cc: PARKERSON Carrie A; ROJO DE STEFFEY Maria R
Subject: Small Glitch for Thursday's Meeting
Date: Friday, June 09, 1995 12:04PM

We in the Office of the Board Clerk try so hard to be perfect - like a well oiled machine - but we get rusty once in a while!

C-3 on Thursday's (6/15) agenda is a contract renewal with Portland Community College - but since Dan always abstains from voting due to his position on the PCC board, we try to put it on the regular agenda instead. We goofed this time however. Hope you won't mind removing C-3 from the consent calendar and considering it after approving the other consent items.

Thanks and we apologize for the inconvenience.

Meeting Date: **JUN 15 1995**

Agenda No.: C-1

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: Boards & Commissions Appointment

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: 6/15/95
Amount of Time Needed: Consent Agenda

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE: X-3953

BLDG/ROOM: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Appointment of Ernie Bonner to the Mt. Hood Cable Regulatory Commission for a 3-year term ending 6/30/98.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Steing

OR

MANAGER: _____

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.

forms\apf.doc

BOARD OF
COUNTY COMMISSIONERS
1995 JUN -6 PM 4:20
MULTNOMAH COUNTY
OREGON

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

1. Cable Commission

2. Columbia Gorge Commission

B. Name: Ernie Bonner

Address: 2836 SE Main St.

City/State/Zip: Portland, OR 97214

Home Phone: (503) 232-9517

C. Current Employer: Retired

Address: _____

City/State/Zip: _____

Work Phone/Extension: _____

Occupation: _____

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: ☒ M / ☐ F

Racial/
Ethnic Background: ☐ African-American ☐ Asian ☐ Caucasian
☐ Hispanic ☐ Native American ☒ Other

Date of Birth: Month 12 Date 2 Year 32

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

1983-1989

Exec. Producer, Metro 7

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly
Agriculture
Alcohol/Drug Treatment
Animal Welfare
Art
Children and Families
Civil Rights/Discrimination
Corrections/Law Enforcement
☒ Economic Development/Trade
☒ Environment/Natural Resources
Food Services

Handicapped/Disabled Issues
Health Care
☒ Housing
Juvenile Justice Issues
Labor/Labor Relations
☒ Land Use Planning
Library Services
Mental Health Services
Minority Affairs
☒ Transportation
Other Cable Television

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

None that I know of.

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

David Kish, 5330 SE Taylor, Portland 97215 (238-0882)
Carol Turner, 3109 AVE 19th, Portland, OR 97212 (287-2265)

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

Signature: 

Date: 5/20/95

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair
1120 SW Fifth Room 1515
Portland, Oregon 97204 Tel. (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

MEETING DATE: JUN 15 1995

AGENDA NO: C-2

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Amendment #2 to an Agreement with Portland Public School District

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 5 Minutes

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: _____ DIVISION Community and Family Services

CONTACT: Carolynne Webber TELEPHONE #: 248-3691 x2583
BLDG/ROOM #: 161/200

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Janice Gratton

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Approval of the attached amendment #2 to an Intergovernmental Agreement between the Multnomah County Community and Family Services Division's Child and Adolescent Mental Health and Youth Program and Portland Public School District. The amendment adds Day Treatment Educational Services for a Partners Project client receiving services via the Nickerson Center.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER/DIVISION DIRECTOR: Lorenzo Poe mas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

(WPDOC)

6-16-95 Originals sent to Carolynne Webber.

6/93
MULTNOMAH COUNTY
OREGON
1995 JUN -5 PM 4:20
BOARD OF
COUNTY COMMUNITY SERVICES



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

M E M O R A N D U M

TO: Board of County Commissioners
FROM: Lorenzo T. Poe, Jr., *Lorenzo Poe Jr.* Director
Children and Families Services Division
DATE: May 31, 1995
REQUESTED PLACEMENT DATE:
RE: Approval of Amendment #2 with Portland Public Schools

I. Action Requested:

Approval of Amendment #2 to an Intergovernmental Agreement with Portland Public Schools.

II. Background/Analysis:

The Portland Public School District provides a variety of alcohol and drug and children's mental health services for students. The Division recently learned that the School District has also been providing Day Treatment Educational Services for a Partners Project client through the Nickerson Center. Day Treatment is not currently a part of our contract with the School District and is being added at this time to allow payment for the services provided this particular child effective January 30, 1995 through June 30, 1995.

III. Financial Impact:

Partners Project will pay the Portland Public School district \$55 per day for approximately 5 months of services.

IV. Legal Issues: N/A

V. Controversial Issues: N/A

VI. Link to Current County Policies:

This agreement provides needed mental health services for eligible children in Multnomah County.

VII. Citizen Participation: N/A

VIII. Other Government Participation:

N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 101575

Amendment # 2

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-2</u> DATE <u>6/15/95</u></p> <p style="text-align: center;"><u>Carrie A. Parkerson</u> BOARD CLERK</p>
--	--	---

Department: _____ Division: COMMUNITY & FAMILY SERVICES Date: MAY 23, 1995

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200

Description of Contract: Amendment #2 adds MHS37 Day Treatment to the agreement to allow payment for Nickerson Center services.

RFP/BID #: N/A IGA Date of RFP/BID: _____ Exemption Expiration Date: _____

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

<p>Contractor Name: <u>PORTLAND PUBLIC SCHOOLS/EIECSEP</u></p> <p>Mailing Address: <u>531 SE 14TH AVENUE</u> <u>PORTLAND OR 97214</u></p> <p>Phone: <u>503-280-5840 (FAX 280-6468)</u></p> <p>Employer ID# or SS#: <u>93-6000830</u></p> <p>Effective Date: <u>JANUARY 30, 1995</u></p> <p>Termination Date: <u>JUNE 30, 1995</u></p> <p>Original Contract Amount: \$ <u>165,607</u></p> <p>Total Amt of Previous Amendments: \$ <u>3,726</u></p> <p>Amount of Amendment: \$ <u>Req.</u></p> <p>Total Amount of Agreement: \$ <u>169,333+Req.</u></p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Payment Schedule</td> <td style="width: 50%;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Payment Schedule	Terms																
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt																
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30																
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Lalanzo Poe mbs* Date: 6/1/95

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: *Katie Burt* Date: 6/6/95

County Chair/Sheriff: *Reilly Stein* Date: 6/15/95

Contract Administration: _____ Date: _____
(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01.	156	010	1313			6060			Partners	Req.	

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

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT 101575, AMENDMENT #2

DURATION OF AMENDMENT: January 30, 1995
CONTRACTOR NAME: Portland Public School District
CONTRACTOR ADDRESS: 501 N. Dixon
Portland, Oregon 97227-1871

TO: June 30, 1995
TELEPHONE: (503) 249-2000
IRS NUMBER: 93-6000830

This amendment is to that certain contract dated July 1, 1994, between the Multnomah County Community and Family Services Division, referred to as the "COUNTY" and Portland Public Schools, referred to as the "CONTRACTOR". It is understood by the parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

PART I: SERVICES

Service	Current Units	Change	Revised Units	Unit Rate	Current Funds	Change	Revised County Funds
---------	---------------	--------	---------------	-----------	---------------	--------	----------------------

ALCOHOL/DRUG

Alc Outpatient AD64}		No Change				No Change	
Drug Outpatient AD65}							

CHILDRENS MENTAL HEALTH AND YOUTH PROGRAM

Special Projects/Partners Project

Educ.Assts	Hours	n/a	Hrs	Cost Reimb	Req.	n/a	Req.
------------	-------	-----	-----	------------	------	-----	------

MH37

Day Treatment MHS37	0	add	Req.	\$55 per day	0	Req.	Req.
---------------------	---	-----	------	--------------	---	------	------

Inf/Toddler	171 slots	n/a	171	\$544.72	\$93,147	n/a	\$93,147
Health Screens	8 sess	n/a	8	3,993.75	31,950	n/a	31,950
TLC/TNT	6 wk sess	n/a	6	1,474.67	8,830	n/a	8,830
Indian Education Project							
Trng Retr.	1 retreat	n/a	1	5,486.00	5,486	n/a	5,486
Follow Up	128 sess.	n/a	128	204.64	26,194	n/a	26,194
Teen Pregnancy Prevention Project							
Video	1	n/a	1	Cost Reimb	3,726	n/a	3,726
TOTAL					\$169,333	Req.	\$169,333

PART II: AMENDMENT NARRATIVE

Amendment #2 adds Partners Project Day Treatment Services (including the Nickerson Center) as per the related Special Conditions attached.

PART III: SPECIAL CONDITIONS

See DAY TREATMENT EDUCATIONAL SERVICES - PORTLAND PUBLIC SCHOOLS attached.

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

MULTNOMAH COUNTY

PORTLAND PUBLIC SCHOOL DISTRICT

BY _____
Program Manager
Alcohol/Drug Program
Date

BY _____
Date

BY Lorenzo T. Poe, Jr. 6/6/95
Lorenzo T. Poe, Jr., Director
Community & Family Services Division
Date

BY _____
Date

BY Beverly Stein 6-15-95
Beverly Stein
Multnomah County Chair
Date

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

By Katie Dargatzis 6/6/95
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 6-15-95
Cassie A. Harkness
BOARD CLERK

MULTNOMAH COUNTY
COMMUNITY AND FAMILY SERVICES DIVISION
OFFICE OF CHILD AND ADOLESCENT MENTAL HEALTH
PARTNERS PROJECT
FISCAL YEAR 1994-1995 SPECIAL CONTRACT CONDITIONS

DAY TREATMENT EDUCATIONAL SERVICES - PORTLAND PUBLIC SCHOOLS

1. SERVICE DESCRIPTION

- 1.a The intent of this agreement is to provide a mechanism to pay Portland Public Schools, hereafter referred to as "CONTRACTOR", for Day Treatment Educational Services to Partners Project Clients not included in a Designated Service Agency's Day & Residential Treatment Services (DARTS) utilization report.
- 1.b "Designated Service Agency", in the context of this agreement, means a service provider that holds a contract with Children's Services Division/Mental Health & Developmental Disabilities Services Division to provide Day Treatment Services for whom CONTRACTOR provides the educational component for those services.
- 1.c Day Treatment Educational Services include education and related services as outlined in each Partners Project client's Individual Education Plan.

2. PERFORMANCE REQUIREMENTS

- 2.a CONTRACTOR agrees to provide Day Treatment Educational Services to children who are identified as Partners Project clients and accepted for admission at Designated Service Agencies.
- 2.b COUNTY assures that the Partners Project will transmit to the CONTRACTOR a list of participating clients and attendance dates for fiscal year 1994-95.
- 2.c COUNTY assures the Partners Project Managed Care Coordinator will transmit to the Designated Service Agency all pertinent evaluation and assessment information regarding each participating Partners Project client.
- 2.d CONTRACTOR agrees the educational component will be developed and implemented in conjunction with the treatment program according to Day and Residential Treatment Services (DARTS) Standards and Guidelines.
- 2.e CONTRACTOR assures the level of educational services provided

will parallel that provided to other students served by the Designated Service Agency.

- 2.f CONTRACTOR agrees to include the Partners Project Managed Care Coordinator in the development of the Individual Educational Plan for each Partners Project client.

- 3. PAYMENT PROCEDURES

- 3.a COUNTY agrees to pay CONTRACTOR up to \$55.00 per day for educational services to Partners Project clients NOT included in a Designated Service Agency's DARTS utilization report. Days of service will be calculated using actual days of attendance for each client, not including CONTRACTOR holidays, vacation days or teacher inservice days identified in CONTRACTOR 1993-1994 School Calendar.
- 3.b CONTRACTOR agrees to secure all Partners Project Educational Service payments in dedicated fund accounts for the sole use by the Designated Service Agency in which the client is served.
- 3.c CONTRACTOR agrees to submit a billing invoice for services provided during fiscal year 94-95 to the Partners Project. All billings must be received no later than July 31, 1995 to generate payments for services provided in fiscal year 94-95. The billing invoice must include the name of the service recipient, the type of service, the Designated Service Agency, the dates of client attendance and all applicable charges.

Please submit all invoices to:

Partner Project
Billings Section
426 SW Stark, 7th Floor
Portland, Oregon 97204

MEETING DATE: JUN 15 1995

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Portland Community College

REGULAR MEETING: Date Requested: June 15, 1995

Amount of Time Needed: _____

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Community Corrections DIVISION: _____

CONTACT: Sherine Murphy TELEPHONE #: 248-3701, ext. 6624
BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Cynthia Stadel

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Renewal of IGA with Portland Community College for 1996.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUN - 6 PM 4: 20

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: *[Signature]*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

PLAC.FORM

6-16-95 Originals picked up by Sherine Murphy.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 900086

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-3</u> DATE <u>6/15/95</u> <u>Carrie A. Parkerson</u> BOARD CLERK

Department Community Corrections Division _____ Date 5-15-95Contract Originator cynthia Stadel Phone 248-3747 Bldg/Room 162/LCAdministrative Contact Sherine Cooper-Murphy Phone 248-3701 Bldg/Room 161/600Description of Contract Agreement with Portland Community College to provide instructional support services for Londer Learning Center.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Portland Community CollegeMailing Address PO Box 19000Portland OR 97219-0990Phone 788-6268

Employer ID# or SS# _____

Effective Date 7-1-95Termination Date 6-30-96Original Contract Amount \$ 58,108.00

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 58,108.00Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

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

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager M. Tamara HoldenPurchasing Director
(Class II Contracts Only) _____County Counsel AugustaCounty Chair / Sheriff McDuffyContract Administration
(Class I, Class II Contracts Only) _____Encumber: Yes ☐ No ☐Date 5-25-95

Date _____

Date 5/31/95Date 6/15/95

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		INC/ DEC IND
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	
01.	156	021	2806			6060					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATION PINK - FINANCE

**INTERGOVERNMENTAL AGREEMENT
PORTLAND COMMUNITY COLLEGE - MULTNOMAH COUNTY
LITERACY/ABE/GED INSTRUCTION AGREEMENT**

This agreement, made and entered into by Portland Community College and Multnomah County, a home rule subdivision of the State of Oregon, hereinafter referred as County, deals with the provision of educational instruction for offenders at the Department of Community Corrections' Donald H. Londer Center for Learning. The following provisions shall comprise this agreement.

I. RECITATION

- A. Portland Community College, a college sanctioned by the State of Oregon to provide GED instruction and testing, maintains a GED/ABE instructional program both on campus and in other locations.
- B. The County desires to maintain a GED/ABE instructional program for adults supervised by the County's Department of Community Corrections.
- C. ORS Chapter 190 provides for intergovernmental cooperative agreements for the performance of functions and activities of either party by the other, in the interest of furthering economy and efficiency in local government, and into that end declares that the provisions of ORS 190.003 to 190.110 shall be literally construed.

II. SERVICES TO BE PROVIDED

- A. Portland Community College shall perform as follows:
 - 1. Provide Instructional Support Technicians to the Department of Community Corrections as requested.
 - 2. Provide one term of instruction for GED graduates who complete their GED through the Donald H. Londer Center for Learning.
 - 3. Portland Community College shall provide County approved instructional support staff. The County reserves the right to perform a criminal records check on potential instructional support staff.
- B. The County shall perform as follows:
 - 1. The County shall provide basic instructional materials necessary for GED/ABE instruction.

AGREEMENT

Page 2

2. The County agrees to provide Portland Community College reports necessary to maintain adequate time and employee records.

C. Compensation Rates and Mode of Payment:

1. For the duration of the 12-month agreement, the County shall pay to Portland Community College, upon receipt of a quarterly request for payment:
 - a. Salary and benefit costs for Instructional Support Technicians at \$15.18 per hour. (Fees associated with this position shall not exceed \$58,108 for the 12-month duration of the contract.)
 - b. Tuition costs for Department of Community Corrections GED graduates at the rate of \$33 per credit hour.

III. ADMINISTRATIVE PROVISIONS

- A. It is understood and agreed that any and all instructional support technicians from Portland Community College are employees at Portland Community College and are not employees, agents, or representatives of the County for any purpose.
- B. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution and is contingent upon funds being appropriated; therefore, any provisions herein which would conflict with law are deemed inoperative to that extent.
- C. Portland Community College shall adhere to all applicable laws, regulations and policies relating to equal employment opportunity, nondiscrimination in services, and affirmative action; including all regulations implementing Executive Order No. 11246 of the President of the United States; Section 402 of the Vietnam Readjustment Act of 1974; and Section 503 of the Rehabilitation Act of 1973. County shall maintain copies of said laws and regulations on file with its duly-appointed Affirmative Action Officer.

AGREEMENT

Page 3

D. Indemnification

1. Portland Community College shall maintain comprehensive liability insurance coverage issued by a company authorized to transact business in the State of Oregon with a minimum limit of \$1,000,000.00 for any single occurrence.
2. As to any other claim of liability, other than above described, Portland Community College shall defend, indemnify, and save harmless the County, its officers, agents and employees from all claims, suits or actions of whatsoever nature resulting or arising out of the activities of Portland Community College or its subcontractors, agents or employees under this agreement, including claims based in part on the negligence of County or others.

E. Workers' Compensation Insurance

1. Portland Community College shall maintain workers' compensation insurance coverage for all non-exempt workers employed by Portland Community College in the performance of the work, whether as a carrier or 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.

IV. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from July 1, 1995, through and including June 30, 1996, and is subject to renewal.
- B. This agreement may be terminated prior to the expiration of the agreed-upon terms:
 1. By mutual written consent of the parties.
 2. Either party may unilaterally terminate this agreement on one month's written notice.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the 1st day of July, 1995.

AGREEMENT

Page 4

PORTLAND COMMUNITY COLLEGE

DON JOHNSON, Executive Dean
Cascade Campus

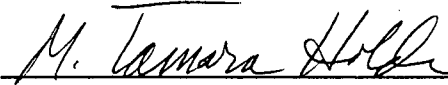
DATE: _____

MULTNOMAH COUNTY, OREGON



BEVERLY STEIN, County Chair

DATE: 6-15-95

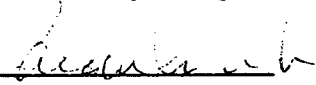


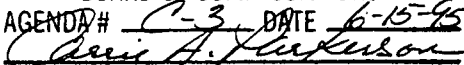
TAMARA HOLDEN, Director
Community Corrections

DATE: 5-25-95

REVIEWED:

LARRY KRESSEL
County Counsel for
Multnomah County, Oregon

By: 

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 6-15-95


BOARD CLERK

MEETING DATE: JUN 15 1995

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Clackamas County Intergovernmental Agreement

REGULAR MEETING: Date Requested: June 22¹⁵, 1995

Amount of Time Needed: _____

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Community Corrections DIVISION: Administration

CONTACT: Sherine Murphy TELEPHONE #: 6624
BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Michael Haines

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Consent Approval, renewal

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUN - 7 PM 3:06

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: M. Tamara Holden

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

PLAC. FORM

6-16-95 Originals picked up by Sherine Murphy.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 900106

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-4</u> DATE <u>6/15/95</u> <u>Carrie A. Parkerson</u> BOARD CLERK

Department Community Corrections Division _____ Date 6/5/95Contract Originator Tamara Holden Phone 248-3701 Bldg/Room 161/600Administrative Contact Sherine Murphy Phone 6624 Bldg/Room 161/600Description of Contract Intergovernmental Agreement between Clackamas County, and Multnomah County to provide for a facility for a Work Release/Probation/Violation Center.

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

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

Employer ID# or SS# _____

Effective Date July 1, 1995Termination Date June 30, 1996Original Contract Amount \$ 155,088

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 155,088Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ 12,924.00 ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 6-6-95

Date _____

Date 6-7-95Date 6/15/95

Date _____

REQUIRED SIGNATURES:

Department Manager M. Tamara HoldenPurchasing Director
(Class II Contracts Only) _____County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only) _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	021	<u>2834</u>								
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATOR

PINK - FINANCE

**INTERGOVERNMENTAL AGREEMENT
CLACKAMAS COUNTY - MULTNOMAH COUNTY
REGARDING THE USE OF THE MILWAUKIE WORK RELEASE FACILITY**

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

RECITALS

1. Clackamas County operates and maintains a facility known as the Milwaukie Work Release Facility located at 9200 SE McBrod, Milwaukie, Oregon 97222 (facility). This facility has met all zoning requirements for operation as an adult work release facility. This facility is currently vacant and available for use by Multnomah without a negative effect on any county.

2. Multnomah wishes to utilize the premises located at 9200 SE McBrod, Milwaukie, Oregon as a work release facility for adult offenders under the supervision of Multnomah County Community Corrections.

3. The parties agree that no persons whose current offense is a violent and person oriented crime, defined as category 9, 10, or 11 crime outlined by the 1989 Oregon Sentencing Guidelines statutes shall be admitted into the program. [Exhibit A]

4. The parties understand and agree that this agreement is subject to review and approval by the Oregon Liquor Control Commission.

5. The parties agree that Multnomah shall have exclusive use of the facility as a work release facility for adult offenders under the supervision of Multnomah County Community Corrections, under the following terms and conditions:

CONTRACT TERM

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

SERVICES TO BE PROVIDED

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

INTERGOVERNMENTAL AGREEMENT

PAGE 2

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

1. Maintain the facility in substantially the same condition as it exists. However, the parties agree that any repairs up to \$1,000 necessary to maintain the premises, other than damage caused by occupancy, will be split equally between the parties. Multnomah County will be responsible for repairs necessitated by damaged caused by occupancy.

2. Either party may terminate this agreement if necessary repairs or replacements to the building other than damage caused by occupancy, are in excess of \$1,000.

3. Maintain property damage insurance on the premises, including fire insurance.

4. Provide all utility services including power, gas, lighting, heating, air conditioning, water, sewer, and garbage collection.

5. Provide a .5 FTA maintenance person for the facility.

6. Multnomah County shall notify the maintenance staff of facility repairs within 24 hours of discovery.

7. Provide three meals per day for 34 adult offenders. The meals shall be comparable in quality and nutritional value to the meals provided by Clackamas in its own adult work release facility.

8. Provide one FTE cook to produce the meals, serve the meals, and provide clean-up services associated with preparing and serving of meals.

9. Provide cooking and serving utensils, place settings, etc. for 34 people for three meals per day.

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

INTERGOVERNMENTAL AGREEMENT
PAGE 3

COMPENSATION RATES AND MODE OF PAYMENT

Multnomah County agrees to pay Clackamas County \$12,924 per month for the use of the facility and the provision of the services detailed in this agreement. Payments shall be made by Multnomah to Clackamas on a quarterly basis, upon receipt by Multnomah of a written request for payment.

ADMINISTRATIVE PROVISIONS

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

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

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

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

INTERGOVERNMENTAL AGREEMENT

PAGE 4

NOTICE

Any notice provided for under the 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:

MULTNOMAH COUNTY:

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

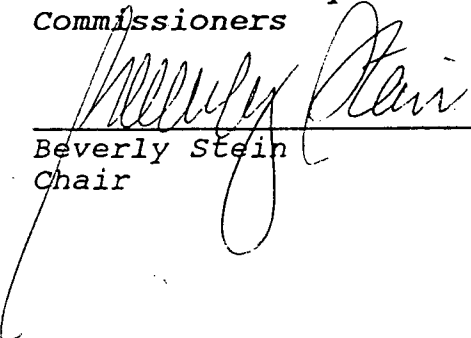
CLACKAMAS COUNTY:

Terry L. Gassaway, Director
Clackamas County Community Corrections
1024 Main Street
Oregon City OR 97045

INTERGOVERNMENTAL AGREEMENT
PAGE 5

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

Multnomah County Board of
Commissioners


Beverly Stein
Chair

6-15-95
Date

Clackamas County Board of
Commissioners


Judie Hammerstad
Chair

Date

Ed Lindquist
Commissioner

Date

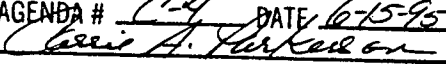
Multnomah County Department of
Community Corrections


Tamara Holden
Director

6-6-95
Date

Darlene Hooley
Commissioner

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 6-4 DATE 6-15-95

BOARD CLERK

Signing on behalf of the Board

Jono Hildner
Administrator of Human Resources

Date

APPROVED AS TO FORM:

Lawrence Kressel
Multnomah County Counsel

By: 

Date: 6/7/95

Approved as to Content:

Terry Gassaway
Division Manager

[EXHIBIT A]

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

1. CRIME CATEGORY 11

- A. MURDER

2. CRIME CATEGORY 10

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

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

3. CRIME CATEGORY 9

- A. BURGLARY I

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

- B. ROBBERY I
- C. KIDNAPPING II

In addition, we have an agency policy which limits our taking individuals who require medication to control their behavior.

MEETING DATE: JUN 15 1995

AGENDA NO: C-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amended terms Board of Parole and Multnomah County

REGULAR MEETING: Date Requested: June 15, 1995

Amount of Time Needed: Consent Calendar

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Community Corrections DIVISION: Administration

CONTACT: Sherine Murphy TELEPHONE #: x6624
BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Susan Kaeser

ACTION REQUESTED: Approval

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Extending the Terms of IGA Contract 900344 with the Board of Parole & Post-Prison Supervision Providing \$216,250 Revenue from July 1, 1993 - December 31, 1995 for Conducting Parole and Post-Prison Supervision Hearings and Local Sanction Hearings During the 1993-95 Biennium

1995 JUN - 5 PM 3:30
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein
OR
DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES


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

PLAC. FORM

6-16-95 Originals picked up by Sherine Murphy.

BOARD OF
PAROLE AND
POST-PRISON
SUPERVISION

MEMO TO: Tamara Holden, Director
Multnomah County Community Corrections

FROM: Jim Eckland, Executive Assistant 

DATE: May 23, 1995

RE: AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

Attached are two copies of an amendment to our current Intergovernmental Agreement for conducting parole violation hearings.

This amendment will extend the existing agreement through December 31, 1995, and allow us to "buy some time" in order to sort out the results of the 1995 Legislative Session, specifically SB 1145.

Please have the appropriate person(s) sign off for your county, and return one signed copy back to me. Thanks!

If you have any questions or comments, please feel free to call me at 945-0919.

Encl



**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 900344

Amendment # 2

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-5</u> DATE <u>6/15/95</u> Carrie A. Parkerson BOARD CLERK
---	---	---

 Department Community Corrections Division Administrative Date June 1, 1995

 Contract Originator Susan Kaeser Phone 3438 Bldg/Room 161/600

 Administrative Contact Sherine Murphy Phone 6624 Bldg/Room 161/600

 Description of Contract Amended terms of agreement between the Board and the County
regarding the conducting of parole and postprison supervision violation
hearings and local sanction hearings.

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

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

 Contractor Name Board of Parole and Post-Prison Supervision

 Mailing Address 2575 Center Street NE
Salem, Oregon 97310-0470
(503-378-2334)

Phone _____

Employer ID# or SS# _____

 Effective Date Date of complete signatures

 Termination Date December 31, 1995

 Original Contract Amount \$ 173,000

 Total Amount of Previous Amendments \$ 0

 Amount of Amendment \$ 43,250

 Total Amount of Agreement \$ 216,250.00

 Remittance Address _____
 (If Different) _____

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

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

 Encumber: Yes ☐ No ☐

 Date 6-1-95

Date _____

 Date 6/6/95

 Date 6/15/95

Date _____

REQUIRED SIGNATURES:
 Department Manager M. Tamara Holt

 Purchasing Director
 (Class II Contracts Only) _____

 County Counsel [Signature]

 County Chair / Sheriff [Signature]

 Contract Administration
 (Class I, Class II Contracts Only) _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		INC/ DEC IND
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	
01.	156	021	2270			2334					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

**AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT**

1) This Agreement is made and entered into by and between Board of Parole & Post-Prison Supervision, an agency of the State of Oregon, hereinafter "Board" and Multnomah County, a political subdivision of the State of Oregon, hereinafter "County."

2) Amendment No. 2 to original Agreement #955201.

3) The Agreement entered into on September 21, 1993, and amended on January 3, 1994, shall be further amended as follows:

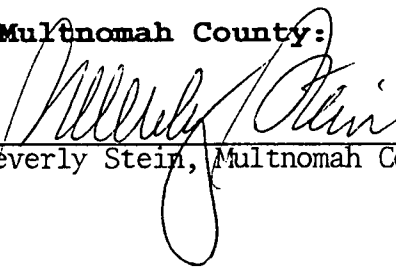
a) Paragraph #3 shall be amended to extend the length of the Agreement to December 31, 1995.

b) Paragraph #5 -FUNDS AVAILABLE AND AUTHORIZED - shall be amended to increase the maximum obligation of the Board, under this Agreement, to \$216,250.; and to add a fifth semi-annual payment of \$43,250. prior to September 30, 1995.

4) Except as expressly amended, above, all other terms and conditions of the original Agreement and Amendment #1 are still in full force and effect.

SIGNATURES:

For Multnomah County:

By 
Beverly Stein, Multnomah County Chair

Date June 15, 1995

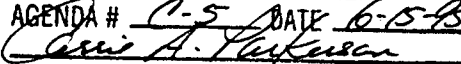
**For the Board of Parole and
Post-Prison Supervision:**

By 

Date 5.22.95

REVIEWED

By 
MULTNOMAH COUNTY COUNSEL

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 6-15-95

BOARD CLERK

AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF OREGON, ACTING BY AND THROUGH ITS
BOARD OF PAROLE AND POST-PRISON SUPERVISION
AND
MULTNOMAH COUNTY, ACTING BY AND THROUGH ITS
DEPARTMENT OF COMMUNITY CORRECTIONS

1. This intergovernmental agreement is between the State of Oregon, acting by and through its Board of Parole and Post-Prison Supervision, hereafter "Board," and Multnomah County, acting by and through its Community Corrections department, hereafter "County."
2. Amendment No. 1 to original intergovernmental agreement no. 955201.
3. The intergovernmental agreement dated 9/21/93, 1993, is amended as follows:

Paragraphs 8, 9, and 10 are deleted in their entirety and replaced with the following:

8) STATE TORT CLAIMS ACT:

With the exception of professional hearings officer services provided pursuant to this agreement, Hearings Officers provided by County are not officers, employees, or agents (as those terms are used in ORS 30.265) of the Board.

9) INDEMNITY:

With the exception of professional hearings officer services provided pursuant to this agreement, County shall defend, indemnify and hold harmless the State of Oregon and the Board of Parole and Post-Prison Supervision, their divisions, officers, employees, members, and agents from all claims, suits or actions of any nature whatsoever arising out of or related to Hearings Officers's performance of their obligations and duties under Exhibit A.

10) STATE LIABILITY COVERAGE:

The Board of Parole and Post-Prison Supervision will provide the Hearings Officers furnished by County, pursuant to this agreement, with professional liability coverage (hearings officer errors and omissions), including limited defense. This coverage will be provided to the Hearings Officer while acting within the course and scope of his/her hearings officer duties as specified in Exhibit A, but only

to the extent that any claim arises out of services provided pursuant to Exhibit A's terms, conditions and statement of work. This coverage will be self-insurance by the State of Oregon to the limits stated in ORS 30.260 to 30.300. The dollar limits for paying settlements or judgments under this coverage are:

- (a) \$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;
- (b) \$100,000 to any claimant as general and special damages for all other claims arising out of a single accident or occurrences unless those damages exceed \$100,000, in which case the claimant may recover additional special damages, but in no event shall the total award of special damages exceed \$100,000; and
- (c) \$500,000 for any number of claims arising out of a single accident or occurrence.

The dollar limit for defense cost coverage per single accident or occurrence is \$100,000. This defense limit is separate from the dollar limits set forth in (a), (b), and (c), above, for paying settlements or judgments. Once this defense limit is reached, all additional costs of defense are the responsibility of the County and the Hearings Officer.

Provided, however, that all of the above-described coverage is limited by, and subject to, the terms of Department of Administrative Services, Risk Management Division Liability Self-Insurance Policy Manual Nos. 125-7-201 and 125-7-202 (a copy of each policy is attached hereto as, respectively, Exhibit B-1 and Exhibit B-2 and by this reference made a part hereof).

Provided, further, that the Hearings Officer will not be covered for: (a) acts, errors, or omissions due to malfeasance; (b) claims arising out of or related to willful or wanton neglect of duty; (c) acts outside the course and scope of the hearings officer duties specified in Exhibit A; and (d) punitive damages awards. The County and the Hearings Officer are jointly and severally liable for any damages awarded as a result of acts, errors, or omissions that are outside the coverage provided by the Board of Parole and Post-Prison Supervision.

As a condition for qualifying for the coverage provided by the Board of Parole and Post-Prison Supervision, the Hearings Officer must report in writing, as promptly as

possible, any claim, and any occurrence that reasonably may give rise to a claim, to the Risk Management Division, 1225 Ferry Street, SE, Salem, Oregon 97310. Further, and in order to retain this coverage, the Hearings Officer must cooperate fully in the investigation and defense of any claim. Failure to promptly report any claim or occurrence, or to cooperate fully in the investigation and defense of a claim, may negate the coverage provided by the Board of Parole and Post-Prison Supervision.

4. Except as expressly amended above, it is understood and agreed that all terms and conditions of the original intergovernmental agreement are still in full force and effect.

SIGNATURES:

For Multnomah County:

By

Beverly Stein / MR

Date

12-13-93

For the Board of Parole and
Post-Prison Supervision:

By

Lee Peterson

Date

12/29/93

Department of Administrative Services,
Risk Management Division (approval of exceptions under
paragraphs 8 and 9 and coverage under paragraph 10):

By

Robert A. Nies

Date

1/3/94

Department of Justice (approved for legal sufficiency):

By

W. Douglas Marshall

Date

9/29/93

WDM:wdm:JGG07DA1

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE

BOARD OF PAROLE & POST-PRISON SUPERVISION

DEPARTMENT OF
COMMUNITY CORRECTIONS

AND

MULTNOMAH COUNTY COMMUNITY CORRECTIONS

RECEIVED

SEP 27 1993

THIS AGREEMENT is made and entered into by and between BOARD OF PAROLE & POST-PRISON SUPERVISION, an agency of the State of Oregon, hereinafter "Board," and *Multnomah* County Community Corrections, a political subdivision of the State of Oregon, hereinafter "County."

- 1) The LEGAL AUTHORITY for this agreement is contained in ORS 144.106, 144.108 144.343, 144.615 and 190.110.
- 2) The PURPOSE of this agreement is to establish the terms of agreement between the Board and the County regarding the conducting of parole and post-prison supervision violation hearings and local sanction hearings, and the method of payment for those hearings.
- 3) This agreement COMMENCES the date signed by all parties, and ENDS on June 30, 1995.
- 4) AGREEMENT:

County Responsibilities:

- a) The County agrees to provide at least one Hearings Officer, acceptable to the Board, trained and certified by the Board, who will be responsible for ordering local sanctions in accordance with the Sanction/Intervention Guidelines for parole and post-prison violations and for conducting parole and post-prison supervision violation hearings in accordance with Division 75 of the Board's administrative rules and ORS 144.108 and 144.343.
- b) The County agrees to submit written records of the hearings, pursuant to Exhibit A (attached).
- c) The County agrees to conduct parole and post-prison violation hearings, in accordance with the standards and criteria described in Exhibit A, which is hereto attached.

Board Responsibilities:

- a) The Board agrees to train and certify Hearings Officers designated by the County, and to provide ongoing review, evaluation and consultation to the Hearings Officers and the County.
- b) The Board agrees to act on recommendations from the County concerning offenders on parole or post-prison supervision in a timely fashion.
- c) The Board agrees to respond to requests for information about Board rules, policies and practices from the County in a timely fashion.

5) FUNDS AVAILABLE AND AUTHORIZED:

The maximum obligation of the Board, under this agreement, is \$173,000. The Board certifies at the time this agreement is signed that sufficient funds are budgeted for expenditure to finance costs of this agreement within the Board's 1993-95 appropriation. In the event the Oregon Legislative Assembly fails to approve sufficient appropriation, limitations or other expenditure authority, the Board may terminate this agreement effective upon delivery of written notice to the County, with no further liability to the County or to the Board.

The Board will make four semi-annual payments of \$43,250 each, prior to September 30, 1993, March 31, 1994, September 30, 1994 and March 31, 1995.

6) DUAL PAYMENTS:

The County shall not be compensated for work performed under this agreement from any other Department of the State of Oregon.

7) TERMINATION:

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

The Board may terminate this agreement effective upon delivery of written notice to the County, or at such later date as may be established by the Board, under any of the following conditions:

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

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

Either party, by written notice of default (including breach of agreement) may terminate the whole or any part of this agreement:

- a) If either party fails to provide services called for by this agreement within the times designated in Exhibit A; or
- b) If either party fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the other party, fails to correct such failures within 10 days or such longer period as the moving party may authorize.

The rights and remedies of either party provided in the above clause related to defaults (including breach of agreement) by either party shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

8) STATE TORT CLAIMS ACT:

With the exception of professional (hearings officer errors or omissions) services provided pursuant to this agreement, Hearings Officer is not an officer, employee, or agent of the state or agency as those terms are used in ORS 30.265.

9) INDEMNITY:

With the exception of professional (hearings officer errors or omissions) services provided pursuant to this agreement, County shall defend, save and hold harmless the State of Oregon and the agency, their officers, agents, and employees, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the non-professional activities of Hearings Officer.

10) STATE LIABILITY COVERAGE:

During and within the scope of the performance of these contractual services, the State will provide Hearings Officer, as if he were an agent of the State of Oregon, Professional (hearings officer errors or omissions) Liability Coverage within the terms of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Department of General Services, Risk Management Division Liability Self-Insurance Policy Manual #125-7-202.

The Hearings Officer shall promptly report, in writing, any claim and any occurrence that reasonably may give rise to a claim, to the Risk Management Division, 1225 Ferry Street SE, Salem Oregon 97310. Failure to do so may negate State coverage.

11) NONDISCRIMINATION:

County agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. County also shall comply with the Americans with Disabilities Act of 1990, including title 2 of that Act (Pub 1 No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

12) INTEGRATION:

This Agreement contains the entire agreement between the parties and no statements made by any party hereto, or agent thereof, not contained in this written agreement shall be valid or binding. This Agreement may be modified or amended at any time in writing upon signature approval and agreement of all the parties.

13) SIGNATURES:

For Multnomah County:

By Beverly Stein
Beverly Stein, Chair

Date September 2, 1993

REVIEWED
By [Signature]
MULTNOMAH COUNTY COUNCIL

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-13 DATE 9/2/93
DEB BOGSTAD
BOARD CLERK

For the Board of Parole and
Post-Prison Supervision:

By [Signature]

Date: 9.14.93

For the Department of General Services
Risk Management Division:

Coverage under paragraphs 8,9, & 10 approved:

By Sary E. Munson

Date: 9-16-93

For Department of Justice:

By W. Douglas Marshall

Date: 9/21/93

MULTNOMAH.LOA

EXHIBIT A

The County shall provide a Hearings Officer, acceptable to the Board, trained and certified by the Board, who will be responsible for conducting parole and post-prison supervision violation hearings. Hearings shall be conducted in accordance with these established guidelines:

ORS 183 and 144

Board Policies and Procedures

DOC/CCA Administrative Directives & Policies

Interstate Compact Agreement

Attorney General Opinions

OAR 255 and 291

LEDS Manual

Sanction\Intervention Guidelines

Case Law Decisions

Federal Law

The County shall adhere to the following standards and criteria:

- all hearings shall be conducted within timelines specified by the Board and within a reasonable time from notification if the offender is lodged in a county jail;
- all notice of rights to the offender and all formal hearings shall be audio tape recorded and a copy of the tape shall be retained by the county for at least 24 months, and available to the Board upon request.
- the written records, reports and recommendations from the hearings shall be submitted to the Board following the hearing within the timelines established by the Board.

It is understood that the County either has the capability to conduct hearings with non-English speaking offenders, or may contact the Board to arrange for translation services.

BOARD'S MISSION

Apply statutes, rules and policies to set just and equitable prison terms; order supervision conditions to protect the public and address dysfunctional behavior resulting in criminal offenses.

Provide due process and order appropriate sanctions for violations of community supervision conditions, while considering public safety and resources.

DESCRIPTION OF HEARINGS OFFICER DUTIES:

INITIATES HEARINGS/NOTICE OF RIGHTS:

Initiates formal due process activities upon notification that an offender may have violated his/her conditions of release as reported by the parole officer and Branch supervisor. Provides offender with his/her notice of hearing rights and communicates options set forth by law and rule to the offender.

HEARING PREPARATION:

Prepares for hearings by analyzing reports, court decisions, statutes, administrative rules, documents, files and other related materials; subpoenas witnesses, obtains physical evidence, authorizes attorney representation, when appropriate.

FORMAL HEARINGS/FACT FINDING:

Conducts formal hearings when elected by the offender; conducts on-site or telephonic hearing with incarcerated offenders. Tape records hearing. Receives oral and written testimony. Serves as an impartial fact finder to determine if sufficient cause exists to find offenders in violation of parole/post-prison conditions; provides an orderly atmosphere while providing an opportunity for a full disclosure.

HEARINGS OFFICER REPORTS:


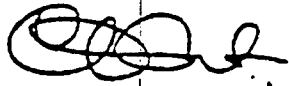
Prepares written findings of fact, conclusions, and recommends appropriate sanctions to the releasing authority.

DETENTION AND RELEASE:

Authorizes detainment, transport or release of offenders from incarceration facility pending final decision by the releasing authority.

QUALIFICATIONS:

Demonstrated ability to work effectively with offenders, agency officials, law enforcement and judicial personnel. Familiarity with administrative hearings procedures. Bachelors degree or equivalent completion of experience and training. Hearings Officer must have extensive working knowledge of rules and procedures to govern or regulate decisions and actions in the performance of the assigned duties. Along with the knowledge of the rules and procedures, must use independent judgement consistent with the mission, goals and objectives of the Board of Parole and Post-Prison Supervision.

 <p>Department of General Services POLICY INTERPRETATION Issuing Division: Risk Management Division</p>	Number 1-201	
	Effective Date November 1, 1991	
	Page 1	of 2
Policy Manual: Liability Self-Insurance for State Agencies 125-7-201		Approval 
Subject: No. 1 Mixed Claims. No. 2 Excluded Claims		

This is to inform you of revisions to, and interpretations of, the above policy manual as it has been applied to a claim or claims. Please file this as part of your policy manual.

COVERAGE

Issue No. 1:

We have found that our treatment of mixed claims is too complex. Our intention was to cover the few mixed claims we receive each year in a uniform way. Instead we may have unwittingly expanded coverage into areas for which we lack expertise and are not adequately funded.

To correct the mixed claim problem, Mixed Claim Coverage (Page 3), is amended to read as follows:

III. A. 3. Mixed Claim Coverage

- a. If the non-tort elements of a mixed claim arise from a contract, a document or an action which was specifically approved in advance in writing by an Assistant Attorney General, we will defend the mixed claim against you or your staff even if the tort elements of the claim are withdrawn or dismissed. We will also pay damages, but not to exceed the tort limits described in ORS 30.270, whether the damages are awarded for tort or for non-tort elements of the claim.
- b. If the non-tort elements of a mixed claim arise from a contract, a document or an action which was not specifically approved in advance in writing by an Assistant Attorney General, we will not defend the mixed claim against you or your staff nor will we pay any damages.

Limits, (Page 5) is amended to read as follows:

III. C. Limits

Your liability to most tort claimants is limited by the Oregon Tort Claims Act in ORS 30.270. We apply those same limits to our coverage of all damages (tort and non-tort) on all mixed claims. Except for the limits applied to mixed claims, there is no limit on your amount of coverage under this policy manual.

Issue No. 2:

We have agreed to exclude some kinds of claims from coverage even though they may constitute tort or mixed claims. Each of these primarily affects only a single agency, involves specialized knowledge, occurs with some frequency, and has not commonly been administered by us. These claims are delegated to their agencies to administer and resolve at their direct expense with the Department of Justice.

Department of General Services

POLICY MANUAL

Continuation Sheet

Number 125-7-201

Page 2 of 2

Exclusions, Page 4, is amended to add these exclusions:

- III. B. 10. Challenges to election law requirements of ballot titles, measure explanations, and related technical allegations customarily administered by the Secretary of State's Elections Division.
11. Allegations that the Department of Insurance and Finance Workers' Compensation Division has violated requirements of workers' compensation law in its handling of a workers' compensation claim or claims.
12. Allegations of inverse condemnation, allegations of damage to properties adjacent to a highway project, and appeals over the condemnation or takings of real property rights and interests by the Department of Transportation, Highway Division.
13. Allegations that the Department of Water Resources has harmed someone by taking administrative actions or issuing orders that impair, reduce, deny, or cut-off any right to take or use water.
14. Challenges to environmental studies, reports, or findings; or to alleged environmental impacts; or allegations of federal environmental regulations; all in connection with construction projects federally funded through a state agency.

Note: These exclusions from coverage do not mean that these allegations or challenges do not constitute or contain tort allegations. Rather, these are delegated to the named agencies to resolve at their direct expense and, with Department of Justice, to defend against, any torts that arise within these exclusions.

EXHIBIT B-1 of



Department of General Services

POLICY MANUAL

Issuing Division: Risk Management Division

Subject:

LIABILITY SELF-INSURANCE POLICY MANUAL
for State Agencies

Number

125-7-201

Effective Date

April 8, 1991

Page 1 of 7

Approval

I. PURPOSE

Under ORS Chapter 278 and ORS 30.260-300, the state pays its own cost of resolving tort claims. The purpose of self-insuring is to pay reasonably for harm wrongly or negligently done by or on behalf of the state and to defend against claims that appear false or unfounded. These services are provided to state agencies by the Department of General Services, Risk Management Division and the Department of Justice, Trial Division.

This policy manual seeks to define coverage for state agencies alone. It does not purport to create, define or otherwise affect the rights or powers of anyone except the state's agencies. It does not limit or define the state's rights or defenses in any action at law. It applies to all claims reported to us after April 8, 1991. Changes and exceptions to the terms of this policy manual are issued by us through written Endorsements and Policy Interpretations.

See also, 125-7-202, **Liability Self-Insurance Policy Manual for State Officers, Employees and Agents**; 125-7-203, **Employee Dishonesty Policy Manual**; and, 125-7-101, **Property Self-Insurance Policy Manual**. All other Policy Manuals of the 125-7- series are repealed.

II. DEFINITIONS

Throughout this policy, "you" and "your" refer to the state and its agencies. "Staff" refers to your officers, employees and agents unless otherwise specified. "We," "us," and "our" refer to the Department of General Services, Risk Management Division. Other terms, as used in this policy manual, have these meanings:

Agency means a board, commission, department, division, institution or branch of the State of Oregon.

Agent is not a precisely defined term. The courts are **likely** to decide someone is your agent if that person performs a duty or function on your behalf **and** is subject to the direction and control of you or your staff. That direction and control applies to the method, manner, means, location and timing of the duty or function. Any person or organization with legal capacity to contract could be your agent. Volunteers can be your agents.

Claim means a formal assertion that you or your staff harmed someone by committing a tort. All claims cost money to investigate and resolve even if they are false or unfounded. Claims come to our attention by many methods:

1. Claimant or counsel makes written notice of their assertions to us as required by ORS 30.275.
2. You, we or the Department of Justice is served with a legal action which includes an assertion of a tort by you or your staff.
3. We learn of an event which, from its facts, we conclude that a particular person intends to bring a legal action for tort

You must promptly notify us of any claim, even if you believe that it is unfounded or that you could resolve it. We may agree to your plan of resolution, if it is consistent with applicable law and rules.

Contract means any purported agreement or promise which is asserted to impose upon you a legal duty to perform or refrain from some action. The contract need not meet all the contractual tests of legal enforceability. It may be created by operation of law or by federal or state administrative regulations which define benefits or procedures you have chosen to administer.

Damages means judgment awards, settlements, penalties and awards of plaintiff's costs.

Employment claim means a tort claim based on a state employee's legally protected employment rights and interests. It does not include claims based on rights or interests arising out of collective bargaining agreements or other contracts.

Losses means our costs of defense, damages and related costs for claims against you or your staff. If a claim names multiple defendants or an incorrect defendant, we will determine to whom losses will be charged for premium allocation purposes. Losses, for premium allocation purposes, also include your costs of defending or paying any claim which, contrary to this policy manual, you do not report to us, even though those costs are not reimbursed from the Insurance Fund. Losses also include employee dishonesty losses under this policy manual.

Mixed claim means a legal action which is not excluded from coverage and which complains of torts and of contractual breaches or other issues which do not fall within the definition of tort.

Private or personal vehicle means a vehicle owned by your staff or any vehicle not owned, rented or leased by, nor in the possession or control of, the state.

Protective remedy means legal actions which seek declaratory judgment, injunctive relief or writs of mandamus as remedies for torts.

State auto means a licensed motor vehicle that is owned, rented or leased by you or is in your control and possession. It includes one rented with your authorization by your staff. In that event, the rented vehicle is a "state auto" only while your staff is using it in the scope of their employment or duties and not for private purposes. State autos, by law, may not be used for any private purpose. You should not lend a state auto to someone other than staff without clear authority to do so. Liability coverage may not apply while a state auto is on loan.

Tort is defined by statute as the breach of a legal duty that is imposed by law, other than a duty arising from contract or quasi-contract, the breach of which results in injury to a specific person or persons for which the law provides a civil right of action for damages or for a protective remedy (key requirements emphasized).

In evaluating a claim to determine whether it is covered as a tort, we look for these elements:

1. A breach by you or your staff of a legal duty that is not established by a contract or under related contractual theories.
2. The breach of duty must inflict injury to a particular person or class in a manner that is distinct from the injury that the breach inflicts on the general public.

3. The law must provide for, and the claimant must be claiming, damages or some type of protective relief (injunction, declaratory judgment, writ of mandamus) for that injury.
4. Special injury to a particular person or class is a legal element of the relevant claim or of its statutory remedy. (If the complainant may obtain the same remedy without alleging an injury different from the injury to the general public, the claim generally is not a tort.)
5. The procedural conditions for bringing a particular claim are consistent with and can be satisfied without violating the Tort Claims Act (ORS 30.260-300) procedural system (statute of limitations, notice requirements, etc.).
6. There are indications of a legislative intent that the Tort Claims Act not apply to the claim (for example, the claim could already have been brought against the state before the Tort Claims act was passed in 1967).

The first three are essential elements. The rest help us determine claims which remain arguable.

III. GENERAL TORT LIABILITY

A. Coverage

Subject to the provisions of this policy manual:

1. Tort Claims Seeking Money Damages:

We will pay damages or defend claims against you for your alleged torts. Coverage for your staff, while acting within the scope of their employment or duties, is described in our **Liability Self-Insurance Policy Manual for Officers, Employees and Agents**.

2. Tort Claims Seeking Non-Monetary, Protective Remedies:

We will defend you against actions seeking a protective remedy for an alleged tort. We will also defend non-tort mandamus actions against the Judicial Department or its staff and against District Attorneys, all in their official capacities. We will also pay awards of plaintiff's attorney fees.

3. Mixed Claim Coverage:

- a. If the non-tort elements of a mixed claim arise from a contract, a document or an action which was specifically approved in advance in writing by an Assistant Attorney General, we will defend the mixed claim against you or your staff even if the tort elements are withdrawn or dismissed. We will pay all damages except those that are clearly for non-tort elements.
- b. If the non-tort elements of a mixed claim arise from a contract, a document or an action which was *not* specifically approved in advance in writing by an Assistant Attorney General, we will defend the mixed claim against you or your staff

only while the part of the claim which alleges a tort continues to be pled and has not been dismissed or withdrawn. If the dismissal of the tort elements is appealed, we will offer to resume defense while the tort continues to be appealed. We will pay only those damages that are clearly for tort elements.

4. Constitutional Challenges:

We will pay the cost to defend declaratory or injunctive actions seeking to prevent implementation of new state laws if the legal action alleges the new law is unconstitutional. The new law must have been written by the Legislative Assembly or by citizen-petitioners and not have been drafted by a state agency.

B. Exclusions

Except as expressly provided, we do not pay for the following:

1. Costs of preventing claims. Each agency must take reasonable steps to prevent wrongful acts or foreseeable harm to people who may encounter its property, staff or activities.
2. Legal costs you incur before you report a claim to us or any costs or claims which you have already paid or promised to pay without our approval. **Note:** You may not deny, approve, pay or defend tort claims for yourself. You may not pay someone to withdraw or abandon a tort claim. We must administer all claims. Even without this exclusion, no state official may, without statutory authority, use public monies to pay anyone for any kind of demand or claim which is not a valid obligation of the State. Avoid personal liability; call us or your counsel if you are unsure.
3. Costs of complying with a protective remedy. This exclusion also applies to fines, penalties, contempt citations or judgments for your delayed conformance to a court's order. Awards of plaintiff's attorney fees are not excluded.
4. Double-dipping. Court awards or judgments for (i) payment of goods or services you have received and for which you should have paid; (ii) For the payment of monies you are withholding in your accounts; or (iii) Payment or transfer of funds required by law, rule or contract which you have refused to pay. This exclusion applies, for example, to wages and related taxes or benefits you may be ordered to pay. It applies to money the court concludes you are wrongfully withholding. Awarded penalties and plaintiff's costs and your defense are not excluded.
5. Agency fines. Fines or penalties imposed by federal or state agencies.
6. Defense or damages for alleged torts by your staff which are excluded from coverage by the **Liability Self-Insurance Policy Manual for Officers, Employees and Agents**.
7. Contractual liability. Liabilities created by contract. You may not extend coverage to anyone who is not covered as a matter of law and of fact without our knowledge and written permission. Only we may obligate the Insurance Fund or issue certificates of self-insurance or endorsements thereto on behalf of the state.

8. Medical treatment costs for persons in state custody unless treatment is for injury caused by a tort committed by you or your staff.
9. Non-torts. Except as provided for mixed claims, defense or damages for claims that do not meet the definition of 'tort' and claims that we have historically regarded as 'non-tort' in our administration of the Insurance Fund. A list of these "non-tort" claims includes, but is not limited to the following:
 - a. Administrative Procedures. Administrative hearings or other proceedings under ORS Chapter 183 or other statutes, including judicial review or appeals of your administrative orders, hearings or rules.
 - b. "CERCLA" Cost-Recovery Claims. Claims/actions brought by the United States Government, or any other person, for recovery of costs incurred in removing or cleaning-up hazardous substances, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC §§ 9601 et seq.
 - c. Contract Issues. Breach of contract, contract disputes, disputes over requests for proposals, bid openings and selection, and related causes of action.
 - d. Election Law Claims. Appeals from acts or omissions of election officers under elections laws brought pursuant to ORS 246.910.
 - e. Habeas Corpus. Actions brought to challenge the legality of confinement, conditions of confinement, conviction or sentence under state and federal constitutions and statutes.
 - f. Public Meetings Law Claims. Actions brought to require compliance, prevent violations, and/or determine the applicability of public meetings law, ORS 192.610 to 192.690, pursuant to ORS 192.680.
 - g. Public Records Law Claims. Actions brought for disclosure of public records under public records law, ORS 192.410 to 192.505.

C. Limits

The state's liability to claimants is limited by law. In certain federal issues these limits do not apply. Therefore, there is no dollar limit on your coverage.

D. Conditions of Coverage

1. Early contact and investigation can be critical to loss control. You must report any claim or mixed claim to us in writing as promptly as practical, in no case later than 60 days after you have clear notice of it. Failure to comply will result in additional charges (see section on Premiums). Accidents resulting in serious injury or death for which you or your staff expect to be blamed must be reported to us within the next working day. Use telephone or other electronic means for such serious accidents.

2. You must comply with this policy manual.

3. You must complete and return our annual Risk Reports.

E. Deductibles

There are no deductibles. However, the state is not normally insured for the risks covered by this policy manual. Therefore, any valid and collectible insurance is normally primary, paying before these self-insured coverages.

F. Right of Recovery

If we defend or pay damages on a claim, we have the right to recover costs or damages from any party in connection with the claim. We will handle any recovery actions. Our recovery will reduce your losses used in fixing your future billings for coverage. If our recovery efforts could have repercussion on your agency, please notify us of your concern in writing. Recovery, excess of our coverage and costs, will be paid to you.

G. Premiums

Your standard biennial premium is your share of actuarially estimated state tort liability loss expense. Your share is based on your paid losses as they compare to state total paid losses. Additional premiums are charged to you for late reported losses.

Prompt reporting can make a great difference in the ultimate loss from a claim. Additional premiums for late reported claims will be charged in addition to all other premiums. Additional premiums will be equal to the greater of \$1,000 or one-tenth the amount of the total loss on late reported claims. The additional premium will be added to the standard biennial premium next to be charged.

If we must commence coverage of claims or losses excluded under this policy manual, we will promptly reassess your premiums to reflect your historic losses for that kind of claim or loss. We are required by law to keep the Insurance Fund actuarially sound.

IV. VEHICLE LIABILITY

A. Coverage

1. State Vehicle Liability:

We will pay or defend claims against you for property damage or bodily injury to others while your staff operates a state auto or any other state vehicle within the scope of their employment or duties.

2. Personal or Private Vehicle Liability:

If you authorize your staff to use a personal or private auto on state business, he or she is responsible to carry the minimum liability insurance required by law. Likewise, for private boats, airplanes or other vehicles, he or she is responsible to carry normal and reasonable liability insurance. If your staff operates a personal or private auto, boat, airplane or other vehicle on state business, their personal liability insurance policies are primary and our coverage is secondary. If the amount of liability to third parties

exceeds their private policy limits, we will indemnify them according to our policy manuals.

Conditions, exclusions, limits and other details are contained in our **Liability Self-Insurance Policy Manual for Officers, Employees and Agents**.

B. Premiums

Vehicle liability premiums are included in general tort liability premiums.

V. REVISIONS, NEW COVERAGES

Do you have any special needs to cover losses excluded by our policy manuals? Contact us. Options may include amending our policy manuals, endorsing a special coverage for your unique need, developing a new plan of self-insurance, obtaining commercial insurance or controlling the risk to remove the need for coverage.

The major limits on revisions and new coverages are that they should be legal, consistent with statewide risk management policy and timed or funded to merge with budget processes. Some changes require approval of the Emergency Board. (See also III. G. Premiums.)



VI. REPORTING CLAIMS

To access any kind of Insurance Fund coverage, send us our **State Self-Insurance Claim Report** form. It is an all-purpose self-insured claim and lawsuit report form. It replaces all earlier claim forms. Use it for auto, liability, property and dishonesty losses, but not for workers' compensation. Photo the attached copy of the form. You may contact us for a supply of forms if you are a frequent user. Include supporting information such as:

- a. A copy of any summons and complaint;
- b. A copy of Motor Vehicles Division's (DMV) **Traffic Accident and Insurance Report** form.
- c. Explanations, photographs and copies of any letters, reports, rules, orders, witnesses names or other material you may have, related to the claim.

Do not forget, if it applies, to timely file (b) the DMV report with the appropriate police or DMV office.

Note: Never let formalities or incomplete data, documentation or reports delay the prompt reporting of a claim. If our reporting form is not handy, you can start things by just giving us a call, a fax or electronic mail.

	Department of General Services POLICY MANUAL	Number 125-7-202
	Issuing Division: Risk Management Division	Effective Date April 8, 1991
Subject:	LIABILITY SELF-INSURANCE POLICY MANUAL for State Officers, Employees and Agents	Page 1 of 6 Approval: 

I. PURPOSE

Under ORS Chapter 278 and ORS 30.260-300, the state pays its own cost of resolving tort claims. The purpose of self-insuring is to pay reasonably for harm wrongly or negligently done by or on behalf of the state. It is also to defend against claims that appear false or unfounded. These services are provided to state agencies for their officers, employees and agents by the Department of General Services, Risk Management Division and the Department of Justice, Trial Division.

This policy manual seeks to define state self-insurance coverage provided to state agencies for their officers, employees and agents alone. It does not purport to create, define or otherwise affect the rights or powers of anyone else. It does not limit or define the state's rights or defenses in any action at law. It applies to all claims reported to us after April 8, 1991. Changes and exceptions to the terms of this policy are issued by us through written Endorsements and Policy Interpretations.

See also, 125-7-201, **Liability Self-Insurance Policy Manual for State Agencies**; 125-7-203, **Employee Dishonesty Policy Manual**; and, 125-7-101, **Property Self-Insurance Policy Manual**. These describe coverage for state agencies.

II. DEFINITIONS

Throughout this policy, "you" and "your" refer to Oregon state officers, employees and agents. "We," "us," and "our" refer to the Department of General Services, Risk Management Division. Other terms, as used in this policy manual, have these meanings:

Agency means a board, commission, department, division, institution or branch of the State of Oregon.

Agent is not a precisely defined term. The courts are likely to decide someone is an agent of the state if that person performs a duty or function on an agency's behalf and is subject to the direction and control of that agency's officers or employees. That direction and control applies to the method, manner, means, place and timing of the duty or function. Any person or organization with legal capacity to contract could be an agent. Volunteers can be agents.

Claim means an assertion that, acting in your job as a state employee, officer or agent, you have harmed someone by committing a tort. This includes claims that are false or unfounded. Claims come to our attention by many methods:

1. Claimant or counsel makes written notice of their assertions to us as required by ORS 30.275.
2. You are served with a legal action which includes an assertion of a tort by you and you notify us and give us a copy of the suit papers.
3. We learn of an event which, from its facts, we conclude that a particular person intends to bring a legal action for tort.

You should promptly notify your supervisor and assure that we are told at once of any tort claim. Failure to notify us may expose you to loss.

Damages means judgment awards, settlements, penalties and awards of plaintiff's costs.

Private or personal vehicle means a vehicle owned by you or any vehicle not owned, rented or leased by, nor in the possession or control of, the state.

State auto means a licensed motor vehicle that is owned, rented, leased or borrowed under appropriate written, lawful, agreement by the State of Oregon. It is also a vehicle officially in your agency's possession or control. It may also be a vehicle rented by you from a car rental firm on behalf of your agency with your agency's authorization. In that event, the rented vehicle is a covered, state auto only while used in the scope of your state employment or duties and not for private purposes. State autos, by law, may not be used for any private purpose.

Tort is defined as the breach of a legal duty that is imposed by law, other than a duty arising from contract or quasi-contract, the breach of which results in injury to a specific person or persons for which the law provides a civil right of action for damages or for a protective remedy. Torts may be actions you took which you should not have taken. They may be actions you failed to take which you should have taken.

III. GENERAL TORT LIABILITY

A. Coverage

Subject to the provisions of this policy and ORS 30.260-30.300 and ORS Chapter 278:

We will pay damages or defend claims against you for torts which you are alleged to have committed; while acting within the scope of your employment or duties.

B. Exclusions

We do not pay for:

1. Your defense or any fines or penalties in any *criminal* complaints or citations or for traffic or parking violations. **Note:** Your agency's losses due to employee dishonesty or fraud are covered by self-insurance and a commercial bond. That coverage pays the agency for its loss. It does not release the employee from personal, civil and criminal liability.
2. Defense or damages for your alleged acts or omissions which do not arise in the scope or performance of your duties.
3. Defense or damages for your alleged wrongs which amount to malfeasance in office or to willful or wanton neglect of duty or which you committed maliciously, with intent to cause unlawful damage or injury or with gross recklessness.

The application of this exclusion will not prejudice your rights. Nor will it prevent you from proving in court that coverage was incorrectly denied. If that is proven, we will indemnify you against the claim and your reasonable costs of defending against the claim.

Whether to defend claims in suit is determined by the Department of Justice. We or the Department of Justice may deny coverage of a claim before a suit is filed.

4. For loss to your private property, unless your agency has agreed to be liable for loss or damage because the property is needed on the job for the state's business. Your agency must agree in writing prior to the loss. Even a written agreement will not make your agency or the state liable for your private vehicle beyond the private vehicle coverage described in this policy manual.
5. Losses or costs which you are entitled to collect from your personal vehicle insurance or other valid and collectible insurance.
6. Workers' Compensation. We obtain workers' compensation coverage from SAIF Corporation. They manage all covered state employees' workers' compensation claims.

C. Limits

The state's liability to claimants is limited by law. In certain interstate or federal issues, these limits do not apply. Therefore, there is no dollar limit on your tort liability coverage for claims or costs not excluded from coverage by this policy manual, by ORS 30.260-300 or by ORS Chapter 278.

D. Requirements or Conditions of Coverage

1. You must report any claim to us in writing as promptly as you can. Accidents causing major property damage, serious injury or death for which you expect you may be blamed should be reported to us within the next working day.
2. You must cooperate fully with us and the Department of Justice in the investigation and settlement or defense of the claim.
3. You must not use a private vehicle on state business if it is not covered by private liability insurance or if you do not hold a valid license to lawfully operate the vehicle.

E. Deductibles

There are no deductibles. However, any other valid and collectible insurance may apply before the state's self-insurance.

F. Right of Recovery

To the extent allowed by law, if we defend or pay damages on your behalf, we have the right to any funds you may recover from any party in connection with the claim, including insurers. This right is limited to the extent of our losses and costs.

G. Premiums

Our premiums, all our costs, are paid by state agencies. They are based mostly on the losses charged to the agencies, their officers, employees and agents.

IV. VEHICLE LIABILITY

A. Coverage

1. State Vehicle Liability

Subject to the provisions of this policy manual, ORS 30.260-300 and ORS Chapter 278, we will pay damages or defend claims against you for injury to people or property while you are operating a state auto or other state vehicle. Of course, you must be acting within the scope of your state employment or duties.

2. Uninsured Motorist (State Auto)

Workers' compensation should cover state employees, but otherwise we will pay for bodily injury to you, as the driver, and to all others in your state auto because of an auto accident. This applies when the state auto is used for state business and the other party or parties in the accident are equally or more negligent and uninsured. Coverage is not provided if the other party or parties are under insured. Our coverage limit is \$25,000 for bodily injury per person. There is also a limit of \$50,000 for bodily injury per accident for all claimants combined. Coverages are limited to those required by ORS 742.500 to 742.506. Any increase in benefits required by state law will increase limits in this uninsured motorist coverage.

3. Personal Injury Protection (State Auto)

Workers' compensation should cover state employees, but otherwise we provide personal injury protection. It applies to you, as the driver, and to all others in your state auto when used for official state business. Our coverage limit is \$10,000 per injured person per accident for medical expenses and \$2,500 per person for funeral expenses. Funeral expenses must be incurred within one year after the date of the injury accident.

For each injured driver or passenger, we will pay 70 percent of loss of income for an aggregate of 52 weeks. Limit is \$1,250 per month. We will not pay unless the disability continues for at least 14 days after the accident.

For each injured person not usually engaged in a remunerative occupation, we will pay expenses incurred for essential services for an aggregate of 52 weeks. Limit is \$30 per day. We will not pay unless the disability continues for at least 14 days after the accident.

We will pay a \$15 per day child care benefit to a maximum of \$450 in these cases: The injured person must be a parent of one or more minor children. He or she must be unable to work or perform essential services due to injuries from the accident. He or she must have been hospitalized for a minimum of 24 hours due to the accident.

4. Personal or Private Vehicle Liability

If you are authorized to use a personal or private auto on state business, you are required by law to carry certain liability insurance. For private boats, airplanes or other vehicles, you are responsible to carry normal and reasonable liability insurance. If you

use a personal or private auto or vehicle on state business, your personal liability insurance is primary. Our coverage is secondary. If the amount of liability to third parties exceeds your private policy limits, we will cover the excess pursuant to this manual.

5. Order of Coverage

If these coverages apply to a loss or cost, they apply in this order:

1. Our workers' compensation coverage;
2. Any other applicable and collectible insurance;
3. Our personal injury protection coverage;
4. Our uninsured motorist coverage; then
5. Our self-insured tort liability coverage.

None of these will pay a cost for which one of the prior coverages is responsible. You may not "double dip" nor may you choose among the coverages.

B. Exclusions

1. Section III, B. (Exclusions) applies to these vehicle coverages.
2. We do not provide the following for private autos, boats, airplanes or other private vehicles: Physical damage coverage (collision or comprehensive), nor do we provide medical coverage, uninsured motorist coverage or personal injury protection. This applies even if the private vehicle is used on state business within the scope of your state employment or duties. Your personal liability insurance is reimbursed at state mileage rates pursuant to ORS 292.25b.
3. We do not provide the following for state autos: Personal injury protection for injury you intentionally cause to yourself.

C. Requirements or Conditions of Coverage

You must comply with Section III, General Tort Liability and Section V, Applying for Coverage.

D. Right of Recovery

Our right to recovery under Section III, General Tort Liability, also extends to any personal injury protection we may pay. We are entitled to reimbursement from other insurers under ORS 742.531.

E. Premiums

Vehicle liability premiums are included in your agency's general tort liability premiums.

V. APPLYING FOR COVERAGE

To access Insurance Fund coverage, send us our **State Self-Insurance Claim Report** form. Photo the attached copy or call us and we will provide one for you. For autos, also include a copy of the Motor Vehicles Division's (DMV) **Traffic Accident and Insurance Report**. Be sure it applies to

also file the DMV report with your police or DMV office. If you are a state employee and were injured, file a workers' compensation form 801 with your agency. Do not file workers' compensation claims with us. Also, be sure to comply with your agency's accident and claim reporting rules.

Note: Never let formalities delay your prompt reporting of a severe claim. If our forms are not handy, you can start things by just giving us a call. Workdays, call **373-RISK**. For severe after hours accidents you can call our emergency adjuster contractor at **1-800-621-5410**.

VI. DISTRIBUTION

This policy manual and any revisions are sent to everyone on the Executive Department's management service mailing list at the time of mailing. Managers should make these available to all employees who are interested or who are likely to be exposed to claims. Feel free to make copies and distribute them, but be sure to also distribute any revisions.

STATE SELF-INSURANCE CLAIM REPORT FORM
For Oregon State Agencies (Instructions on Reverse)

Agency		Agency Number	Address
CLASSIFICATION		VALUE REPORTED IN LAST RISK REPORT	ESTIMATED REPLACEMENT/REPAIR COST
STATE PROPERTY	Building		
	Non-Expendable Property		
	Expendable Property Supplies & Materials		
	Vehicle Make & Model		
	Loss by Employee Dishonesty		
	Other		

Where may state property be inspected?

OTHER PROPERTY	Owner's Name		Address		Phone(s)	
	Make	Model	Year	Damage Estimate: \$		
	Where can property be inspected?					
	Insurance Company					
JRIES	Name(s)	Age	Injury	Phone(s)	Address	Employee?

Date of Incident:

Location

WHAT HAPPENED

Brief summary of facts as reported by: Claimant ☐ State ☐ Other ☐

Did police investigate? Yes ☐ No ☐ If yes: state, local or county police?

WITNESS	Name(s)	Address	Phone(s)

State Employee Involved

Phone

Driver or Employee's Agency

Address

ENCY CONTACTS

Signature

Title

RISK MANAGEMENT USE ONLY

Claim Received: _____

Claim No.: _____

Adjuster: _____

Comments: _____

Telephone

Date Submitted

INSTRUCTIONS

This form is to be used only by Oregon state agencies, officers, employees and agents. It is to request coverage from the Department of General Services Risk Management Division under state self-insurance. This form is used to report:

1. Loss or damage to property. See Property Self-Insurance Policy Manual 125-7-101.
2. Loss by employee theft or fraud. See Employee Dishonesty Manual 125-7-203.
3. Tort claim or suit against a state agency, officer, employee or agent. See Liability Policy Manuals 125-7-202 or 125-7-201.

Do **not** use for workers' compensation claims.

PROPERTY CLAIMS: Claims **MUST** be reported within 60 days of the discovery of your loss. If available, please attach:

- ✓ Evidence of state ownership or state responsibility for the property (contracts, agreements, inventory information, etc.).
- ✓ Extent and cost of damages (repair estimates, photographs, details of the actual or proposed replacement, etc.).
- ✓ Information on any adverse party's insurance.

DISHONESTY CLAIMS: Immediate reporting is required so we may comply with the conditions of commercial insurance. You **MUST** report to us within 30 days of discovery of a loss. If available, please attach:

- ✓ An explanation of the loss.
- ✓ Identity and related data on the suspected employee.
- ✓ Date of initial discovery.
- ✓ Estimate of maximum potential loss.

LIABILITY CLAIMS: Immediate reporting is critical. There is often a person who is injured or has damaged property who is expecting us to contact them. **DO NOT DELAY.** If available, please attach:

- ✓ Copies of applicable letters, reports, orders, rules, Motor Vehicles Division's Traffic Accident and Insurance Report, original photographs and any other materials related to the claim.
- ✓ Witnesses and involved parties' names, addresses and phone numbers.
- ✓ If you were served with a lawsuit, write on the summons when it was received in your office and by whom. Call us immediately. Arrange to send the summons and complaint to us and to the Department of Justice.


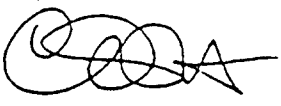
FOR ALL KINDS OF CLAIMS: In all cases be sure to:

- ✓ Preserve all physical evidence.
- ✓ Give us the name and phone number of your contact person for further information.
- ✓ Do not delay your report. If documents or information are missing, complete the report form and submit it with what you have.
- ✓ If you have any questions on coverage or documentation or actions you should take, call us at once.

DISTRIBUTION: (Keep a photo.) Send this report and attachments to:

RISK MANAGEMENT DIVISION
1225 Ferry Street, SE
Salem, OR 97310-1570

WHAT'S NEXT: We will write or call your contact person. We will investigate the claim. Then, we will move towards resolving it. In most cases, do not discuss the claim with anyone except us, our designated representative or the Oregon

 <p>Department of General Services</p> <h1>POLICY ENDORSEMENT</h1> <p>Issuing Division: Risk Management Division</p>	Number 1-198000
	Effective Date April 8, 1991
	Page 1 of 1
	Approval 
Policy Manual: Liability Self-Insurance for State Agencies 125-7-201	
Subject: Mixed Claim Coverage, Review by Assistant Attorney General	



Agency: Judicial Department

Type of Endorsed Coverage: General tort liability mixed claim coverage.

Description: Except as specified in this endorsement, coverage is subject to the terms of the Liability Self-Insurance Policy Manual for State Agencies, 125-7-201, dated April 8, 1991.

Coverage of mixed claims (III. General Tort Liability A.3.) varies depending on whether or not "a contract, a document or an action . . . was specifically approved in advance, in writing, by an Assistant Attorney General." By this endorsement we add the following: "... an Assistant Attorney General or an attorney who is lawfully employed by the Judicial Department as legal counsel, ..."

policies\le1.pm3

	Department of General Services POLICY ENDORSEMENT Issuing Division: Risk Management Division	Number 3-412000
		Effective Date September 29, 1991
Policy Manual: Liability Self-Insurance for State Agencies 125-7-201		Page 1 of 2
Subject: No fault coverage for foster parents of Children's Services Division		Approval 

Please file this with your policy manual

Agency: Children's Services Division (CSD)

Type of Endorsed Coverage: No Fault Coverage

Description: This coverage is provided to CSD pursuant to Oregon Laws 1991 Chapter 756. Except as specified in this endorsement, this coverage is subject to the terms of the Liability Self-Insurance Policy Manual, 125-7-201, dated April 8, 1991.

Coverage: We will pay damages to foster parents when a foster parent suffers bodily injury or property damage done accidentally, or unintentionally by a foster child. This coverage is authorized by, and definitions of some terms are contained in, Oregon Laws 1991 Chapter 756.

Exclusions: There is no coverage and we do not pay for:

1. Damage to or destruction of currency, securities or any intangible property;
2. The unexplained or mysterious disappearance of any property;
3. Loss or damage that is due to wear and tear, natural or gradual deterioration;
4. Bodily injury to other than the foster parent; however, we will cover, at reduced limits, bodily injury to any lawful resident living in the foster home; or
5. Loss or damage to property not owned by the foster parent. However, we will cover non-owned property if it is possessed under a written rental or lease agreement by the foster parent for the foster parent's use and for which the foster parent is responsible. We will also cover, at reduced limits, property of any lawful resident living in the foster parent home.
6. Damages other than economic damages as that phrase is defined in ORS 18.560;
7. This coverage is for accidental, unintentional harm done. The state accepts limited liability for certain harm done intentionally by foster children. That coverage is described elsewhere. Neither coverage will pay a cost already paid by the other.

Limits: We will not pay:

1. In excess of \$5,000 for any number of claims (bodily injury and property, foster parents and family or residents) arising out of any single occurrence;
2. In excess of \$500 for bodily injury and \$500 for damage to property of any lawful residents arising out of any single occurrence;
3. In excess of market value for property. Market value takes into account the property's condition: wear and tear, depreciation, and age, at the time of loss: —

Conditions:

1. The foster child must reside in a foster home maintained by the foster parents that has been certified by CSD under the provisions of ORS 418.625 to 418.645. The foster child must reside in an approved home that is maintained by the foster parents and that is receiving payment from CSD under the provisions of ORS 418.027 or under the provisions of ORS 420.810 and 420.815.
2. For property damage claims, this coverage is **primary** to any insurance the foster parent may have. That means this coverage pays the first \$5,000 of loss.
3. For bodily injury claims, this coverage is in **excess** of any other coverage the foster parent or resident may have. That means, for bodily injury, this coverage only applies to deductibles or amounts the foster parents' or resident's medical, health, auto, disability or other insurances do not cover.
4. Written notice of the claim must be delivered to the Department of General Services, Risk Management Division, within 90 days after the loss or injury, or there is no coverage.
5. Any family member or resident to be covered must not be a foster child and must be residing in the foster home with the knowledge and consent of CSD.

STATE SELF-INSURANCE CLAIM REPORT FORM
For Oregon State Agencies (Instructions on Reverse)

Agency		Agency Number	Address
CLASSIFICATION		VALUE REPORTED IN LAST RISK REPORT	ESTIMATED REPLACEMENT/REPAIR COST
STATE PROPERTY	Building		
	Non-Expendable Property		
	Expendable Property Supplies & Materials		
	Vehicle Make & Model		
	Loss by Employee Dishonesty		
	Other		

Where may state property be inspected?

OTHER PROPERTY	Owner's Name		Address		Phone(s)
	Make	Model	Year	Damage Estimate: \$	

Where can property be inspected?

INJURIES	Insurance Company		Phone			
	Name(s)	Age	Injury	Phone(s)	Address	Employee?

Date of Incident:

Location

WHAT HAPPENED

Brief summary of facts as reported by: Claimant ☐ State ☐ Other ☐

Did police investigate? Yes ☐ No ☐ If yes: state, local or county police?

WITNESSES	Name(s)	Address	Phone(s)

AGENCY CONTACTS	State Employee Involved	Phone
	Driver or Employee's Agency	
	Address	

RISK MANAGEMENT USE ONLY

Claim Received: _____

Claim No.: _____

Adjuster: _____

Comments: _____

Signature

Title

Telephone

Date Submitted

Red

INSTRUCTIONS

This form is to be used only by Oregon state agencies, officers, employees and agents. It is to request coverage from the Department of General Services Risk Management Division under state self-insurance. This form is used to report:

1. Loss or damage to property. See Property Self-Insurance Policy Manual 125-7-101.
2. Loss by employee theft or fraud. See Employee Dishonesty Manual 125-7-203.
3. Tort claim or suit against a state agency, officer, employee or agent. See Liability Policy Manuals 125-7-202 or 125-7-201.

Do not use for workers' compensation claims.

PROPERTY CLAIMS: Claims **MUST** be reported within 60 days of the discovery of your loss. If available, please attach:

- ✓ Evidence of state ownership or state responsibility for the property (contracts, agreements, inventory information, etc.).
- ✓ Extent and cost of damages (repair estimates, photographs, details of the actual or proposed replacement, etc.).
- ✓ Information on any adverse party's insurance.

DISHONESTY CLAIMS: Immediate reporting is required so we may comply with the conditions of commercial insurance. You **MUST** report to us within 30 days of discovery of a loss. If available, please attach:

- ✓ An explanation of the loss.
- ✓ Identity and related data on the suspected employee.
- ✓ Date of initial discovery.
- ✓ Estimate of maximum potential loss.

LIABILITY CLAIMS: Immediate reporting is critical. There is often a person who is injured or has damaged property who is expecting us to contact them. **DO NOT DELAY.** If available, please attach:

- ✓ Copies of applicable letters, reports, orders, rules, Motor Vehicles Division's Traffic Accident and Insurance Report, original photographs and any other materials related to the claim.
- ✓ Witnesses and involved parties' names, addresses and phone numbers.
- ✓ If you were served with a lawsuit, write on the summons when it was received in your office and by whom. Call us immediately. Arrange to send the summons and complaint to us and to the Department of Justice.

FOR ALL KINDS OF CLAIMS: In all cases be sure to:

- ✓ Preserve all physical evidence.
- ✓ Give us the name and phone number of your contact person for further information.
- ✓ Do not delay your report. If documents or information are missing, complete the report form and submit it with what you have.
- ✓ If you have any questions on coverage or documentation or actions you should take, call us at once.

DISTRIBUTION: (Keep a photo.) Send this report and attachments to:

RISK MANAGEMENT DIVISION
1225 Ferry Street, SE
Salem, OR 97310-1570

WHAT'S NEXT: We will write or call your contact person. We will investigate the claim. Then, we will move towards resolving it. In most cases, do not discuss the claim with anyone except us, our designated representative or the Oregon Department of Justice. Do not take action to resolve the claim without our advance concurrence.

MEETING DATE: JUN 15 1995

AGENDA NO.: C-6

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amendment #2 to intergovernmental agreement with OHSU (Contract #200704)

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health

DIVISION: _____

CONTACT: Tom Fronk

TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

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

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

The County provides a 1.4 FTE public health nurse to serve as coordinator for OHSU's CaCoon program for children with special health needs. This amendment extends the agreement for a third year (through June 30, 1996).

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Billi Adigard

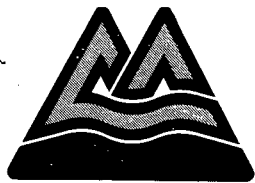
(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

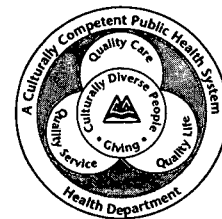
5654

6-16-95 Originals to Karen Garber.

BOARD OF
COUNTY COMMISSIONERS
1995 JUN - 6 PM 4:19
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Bill Odegaard, Director, Health Department

DATE: June 1, 1995

SUBJECT: Amendment #2 to intergovernmental agreement with Oregon Health Sciences University for the CaCoon program for children with special health needs

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Amendment #2 to Contract #200704 with Oregon Health Sciences University for the period upon execution to and including June 30, 1996.
- II. Background/Analysis: OHSU's Child Development and Rehabilitation Center operates a community-based, family-centered care coordination program (CaCoon) for children with special health needs. The program requires services from various counties. Multnomah County provides a 1.4 FTE public health nurse who functions as program coordinator. The County also provides office space, telephone, use of a copier, and desk-top supplies for the coordinator. The agreement was originally effective July 1, 1993, through June 30, 1994. Amendment #1 extended the term to June 30, 1995. This amendment extends the term through June 30, 1996.
- III. Financial Impact: The County will be reimbursed \$17,769 per quarter for an annual amount of \$71,076.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to work cooperatively with other organizations in the provision of health care.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200704Amendment # 2

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-6</u> DATE <u>6/15/95</u> <u>Carrie A. Parkerson</u> BOARD CLERK REVENUE

Department Health Division _____ Date June 1, 1996Contract Originator Tom Fronk Phone x4274 Bldg/Room 160/7Administrative Contact Karen Garber Phone x6207 Bldg/Room 160/8

Description of Contract County provides 1.4 FTE public health nurse plus office space, phone, etc. for OHSU's CaCoon Program. This amendment extends the term of the agreement through June 30, 1996.

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

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

Contractor Name <u>Oregon Health Sciences University</u> <u>Child Development & Rehabilitation Center</u> Mailing Address <u>P.O. Box 574</u> <u>Portland, OR 97207-0574</u> Phone <u>494-4219 (CaCoon) 494-8362 (CDRC)</u> Employer ID# or SS# _____ Effective Date <u>Upon execution</u> Termination Date <u>June 30, 1996</u> Original Contract Amount \$ <u>71,076 annually</u> Total Amount of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ _____	Catherine Renkin, CaCoon Program Director Clifford Sells, CDRC Director Remittance Address _____ (If Different) _____ Payment Schedule _____ Terms _____ <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>17,769</u> <input type="checkbox"/> Other _____ <u>quarterly</u> <input type="checkbox"/> Requirements contract - Requisition required. Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____
---	--

REQUIRED SIGNATURES:Department Manager Belli OdgaardPurchasing Director
(Class II Contracts Only) Katie GujensCounty Counsel Melvin Dean

County Chair / Sheriff _____

Contract Administration
(Class I, Class II Contracts Only) _____Encumber: Yes ☐ No ☐Date 6/1/95

Date _____

Date 6/6/95Date 6/15/95

Date _____

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

AMENDMENT NO. 2
TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN

CHILD DEVELOPMENT & REHABILITATION CENTER
OREGON HEALTH SCIENCES UNIVERSITY

AND

MULTNOMAH COUNTY BOARD OF COMMISSIONERS

1. This is an agreement by and between the State of Oregon acting by and through the State Board of Higher Education on behalf of the Child Development and Rehabilitation Center at the Oregon Health Sciences University (hereinafter called **CDRC**) and Multnomah County Board of Commissioners (hereafter called **COUNTY**).
2. This is Amendment No. 2 to the original agreement number C-93-035.
3. The agreement between the **CDRC** and **COUNTY** shall be amended as follows:
 - a. Paragraph IV.A. is deleted and replaced with the following:

This Agreement shall be in effect from July 1, 1994, or by execution of all parties, through June 30, 1996.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

STATE OF OREGON, acting by and through the
State Board of Higher Education on Behalf of the
Child Development & Rehabilitation Center at the
Oregon Health Sciences University

MULTNOMAH COUNTY BOARD OF
COMMISSIONERS

David C. Bunnell 5/18/95
David C. Bunnell
OHSU Contract Officer

Date

Beverly Stein 6-15-95
Beverly Stein, Multnomah County Chair

Date

Billi Odgaard 6/1/95
Billi Odgaard, Health Department
Director

Date

Clifford J. Sells 5/23/95
Clifford J. Sells, M.D., M.P.H.
Director
Child Development & Rehabilitation Center

Date

Jan Wallinder 6/2/95
Jan Wallinder, Program Manager

Date

APPROVED AS TO LEGAL SUFFICIENCY

APPROVED AS TO FORM

N/A
Assistant Attorney General

Date

Katie Guerin 6/6/95
County Legal Counsel

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 6-15-95
Debra A. Tucker
BOARD CLERK

AMENDMENT NO. 1
TO THE
INTERGOVERNMENTAL AGREEMENT

BETWEEN

CHILD DEVELOPMENT & REHABILITATION CENTER
OREGON HEALTH SCIENCES UNIVERSITY

AND

MULTNOMAH COUNTY BOARD OF COMMISSIONERS

1. This is an agreement by and between the State of Oregon acting by and through the State Board of Higher Education on behalf of the Child Development and Rehabilitation Center at the Oregon Health Sciences University (hereafter called CDRC) and Multnomah County Board of Commissioners (hereafter called COUNTY).

2. This is Amendment No. 1 to the original agreement number C-93-035.

3. The agreement between the CDRC and COUNTY shall be amended as follows:

a. Paragraph III.C. is deleted and replaced with the following:

Payment by CDRC will be prepaid quarterly in advance in the amount of \$17,769.00 to the Multnomah County Health Department for a 1.4 FTE public health nurse. This amount covers salary and fringe benefits in the amount of \$5,384.50 per month and a 10% allowance in the amount of \$538.50 per month for administrative overhead.

b. Paragraph IV.A. is deleted and replaced with the following:

This Agreement shall be in effect from July 1, 1993, or by execution of all parties, through June 30, 1995.



IN WITNESS WHEREOF, the parties hereto execute this Agreement.

STATE OF OREGON, acting by and through
the State Board of Higher Education on Behalf
of the Child Development & Rehabilitation
Center at the Oregon Health Sciences
University

MULTNOMAH COUNTY BOARD OF
COMMISSIONERS

David C. Bunnell 5/14/94
David C. Bunnell Date
OHSU Contract Officer

Beverly Stein 6/9/94
Beverly Stein Date
Multnomah County Chair

Cliff J. Sells 5/11/94
Clifford J. Sells, M.D., M.P.H. Date
Director
Child Development & Rehabilitation Center

Billi Odegaard 5/26/94
Billi Odegaard, Director Date
Health Department

APPROVED AS TO LEGAL SUFFICIENCY

APPROVED AS TO FORM

Sam DeKorte 5/17/94
Assistant Attorney General Date

John E. G. 6.1.94
County Legal Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-10 DATE 6/9/94

DEB BOGSTAD
BOARD CLERK



INTERGOVERNMENTAL AGREEMENT
BETWEEN

0-93635

THE CHILD DEVELOPMENT AND REHABILITATION CENTER,
OREGON HEALTH SCIENCES UNIVERSITY

AND

MULTNOMAH COUNTY BOARD OF COMMISSIONERS

This is an agreement by and between the State of Oregon, acting by and through the State Board of Higher Education, for and on behalf of the Child Development and Rehabilitation Center at the Oregon Health Sciences University (hereinafter called, "CDRC") and Multnomah County Board of County Commissioners.

I. Statement of Purpose:

The Child Development and Rehabilitation Center is the state agency designated to establish a community based, family centered care coordination program, (CaCoon), for children with special health needs. As part of CaCoon, the CDRC will participate with counties to provide for the services of a CaCoon Coordinator to assist the CDRC in the coordination of care for Oregon Services for Children with Special Health Needs (OSCSHN).

This agreement details the service to be provided by Multnomah County Board of Commissioners in the provision of the CaCoon Program.

II. Statements of Specific Roles and Responsibilities:

- A. The Multnomah County Board of County Commissioners will provide a public health nurse at 1.4 FTE who will function as a CaCoon Coordinator.
- B. The Multnomah County Board of County Commissioners will provide office space, telephone, use of a xerox, and desk-top supplies for the CaCoon Coordinator.
- C. The OSCSHN Coordinator of the CDRC Office in Portland will provide direction, in conjunction with the Director or Supervisor, Multnomah County Health Department, to the CaCoon Coordinator. Program direction will consist of implementation of the program and medical consultation.
- D. Direct supervision of the CaCoon Coordinator will be by the MCH Supervisor, Multnomah County Health Department. The OSCSHN Coordinator will provide any project supervision through the MCH Supervisor, Multnomah County Health Department.
- E. The Multnomah County Board of County Commissioners will ensure that the CaCoon Coordinator will perform services for the target population (Attachment A) as specified in the job description (Attachment B) and will meet the minimum standards of program performance (Attachment C). All of these attachments are by this reference made a part hereof.

- F. Counties are encouraged to coordinate CaCoon and Babies First Programs to maximize services for children residing in the county.
- G. Geographic area to be covered is Multnomah County.

III. Financial Considerations:

- A. Funding for this position shall be contingent upon the receipt of MCH Block Grant funds by the CDRC from the U.S. Department of Health and Human Services through the Oregon State Health Division.
- B. The amount defined in III-C below is based on the county population, projected need and available dollars.
- C. Payment by the CDRC will be prepaid quarterly in advance in the amount of \$17,251.00 to the Multnomah County Board of Commissioners for a 1.4 FTE public health nurse. This amount covers salary and fringe benefits in the amount of \$5,227.67 per month and a 10% allowance in the amount of \$522.67 per month for administrative overhead.
- D. The parties agree that prepayment of the fourth quarter payment is contingent upon the county's submittal of required data for the previous period and compliance with the referenced minimum standards of program performance.

Questions regarding payment shall be directed to:

Gary Schwindt
Accounts Payable
Child Development and Rehabilitation Center
PO Box 574
Portland, Oregon 97207-0574
503/494-5487

- E. Receipt of funds for CaCoon services billed to Medicaid for targeted case management or other parties will be reinvested in the CaCoon program. Evidence of the intended use of these additional funds will be the increased reported contacts over and above those expected through FTE funded by this agreement.

IV. Administrative Considerations:

- A. This Agreement shall be in effect from July 1, 1993, or by execution of all parties, through June 30, 1994.

- B. Both parties to this Agreement will comply with the confidentiality requirements of state and federal law to assure confidentiality of individual client data. The CaCoon Coordinator will be responsible for having the client or legal guardian sign a Consent for Exchange of Confidential Information (CECI), for example attachment D, to allow the exchange of information between the CDRC and the County Health Department and for filing a copy of the CECI with the CDRC along with the patient registration form.
- C. The individuals occupying the following positions in each agency will be responsible for: 1) implementing this agreement as specified; 2) monitoring the implementation; and 3) negotiating change when necessary to update this Agreement:
1. CDRC - OSCSHN Coordinator:

Catherine Renken, R.N., M.P.H. Telephone: 494-4219
FAX: 494-6868
 2. Primary Care Director

Mary Lou Hennrich, RN Telephone: 248-3674
FAX: 248-3676
- D. The failure of the State to enforce any provision of this contract shall not constitute a waiver by the State of that or any other provision.
- E. This contract may be terminated by mutual consent of both parties or by either party upon 30 days' notice. This termination must be in writing and delivered by certified mail or in person. Either party may terminate this contract effective upon delivery of written notice to the other, or at such later date as may be reasonably established, under any of the following conditions:
1. If funding from federal, state, or other sources is not obtained and continued at levels sufficient for purchase of the indicated quantity of services. When possible and agreed upon, the contract may be modified to accommodate a reduction in funds.
 2. If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this contract.
 3. If any license or certificate required by law or regulation to be held by either party to provide the services required by this contract is for any reason denied, revoked, or not renewed.

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

- F. The CDRC by written notice of default (including breach of contract) to the Multnomah County Board of Commissioners may terminate the whole or any part of this agreement:
1. If the Multnomah County Board of Commissioners fails to provide services called for by this contract within the time specified herein or any extension thereof.
 2. If funding provided or collected under this contract is used to supplant funding for other programs within the Multnomah County Health Department.
 3. If the Multnomah County Board of Commissioners fails to perform any of the other provisions of this contract, or fails to pursue the work so as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the CDRC, fails to correct such failures within 10 days or such longer period as the CDRC may authorize.
- G. This agreement shall be governed and construed in accordance with laws of the State of Oregon.
- H. All notices, certificates, or other communications rendered shall be sufficiently given when delivered or mailed postage prepaid to the representatives of the parties at their respective places of business as set forth on the face of this contract.
- I. The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
- J. The terms of the agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.
- K. Both parties agree to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to this contract. They specifically agree that the provisions of ORS 279.312, 279.314, 279.316, 279.320 and OAR Chapter 572, Division 60 shall govern performance of this contract. They further agree to comply with Title VI of the Civil Rights Acts of 1964, and with Section V of the Rehabilitation Act of 1973.

L. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, THE PARTIES ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

STATE OF OREGON, acting by and through
the State Board of Higher Education on
Behalf of the Child Development &
Rehabilitation Center at the Oregon Health
Sciences University

BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY

for David C. Bunnell 6/16/93
Thomas G. Fox, Ph.D. Date
Vice President for Development
and Public Affairs

Beverly Stein 9/2/93
Beverly Stein Date
Multnomah County Chair

Billi Odgaard 8/11/93
Billi Odgaard, Director Date
Health Department

Clifford J. Sells 6/14/93
Clifford J. Sells, M.D., M.P.H. Date
Director
Child Development & Rehabilitation Center

Beverly Stein 9/2/93
Beverly Stein Date

APPROVED AS TO LEGAL SUFFICIENCY

REVIEWED AS TO FORM

James M. Krath 7/1/93
Assistant Attorney General

John V. [Signature] 8-18-93
County Legal Counsel Date

CACOON & BABIES FIRST ELIGIBILITY CRITERIA

Birth Weight (BW) _____ grams

Gestational Age (GA) _____ weeks

BABIES FIRST (Birth through 3 years of age)

Medical Risk Factors (BW and GA Required)

- A1. Drug exposed baby
- A2. Infant HIV Positive
- A3. Maternal PKU or HIV positive
- A4. Intracranial hemorrhage (excludes Very High Risk Factor B16)
- A5. Seizures (excludes VHR Factor B18)
- A6. Perinatal asphyxia
- A7. Small for gestational age
- A8. Birth weight 1500 grams or less
- A9. Mechanical ventilation for 72 hours or more
- A10. Neonatal hyperbilirubinemia
- A11. Congenital infection (TORCH)
- A12. CNS infection (e.g., meningitis)
- A13. Head trauma or near drowning
- A14. Failure to thrive
- A15. Chronic illness
- A16. Suspect vision impairment
- A17. Vision impairment
- A18. Family history of childhood onset hearing loss

Social Risk Factors (BW and GA Required)

- A19. Maternal age 16 years or less
- A20. Parents with disabilities or limited resources
- A21. Parental alcohol or substance abuse
- A22. At-risk caregiver
- A23. Concern of parent/provider

A90. Other conditions not listed



CACOON (Birth through 20 years of age)

Children Identified with Special Health Needs (CDRC) (BW and GA NOT Required)

- B1. Heart disease
- B2. Chronic orthopedic disorders
- B3. Neuromotor disorders including cerebral palsy & brachial nerve palsy
- B4. Cleft lip and palate & other congenital defects of the head and face
- B5. Genetic disorders including fetal alcohol syndrome
- B6. Multiple minor physical anomalies
- B7. Metabolic disorders
- B8. Spina bifida
- B9. Hydrocephalus or persistent ventriculomegaly
- B10. Microcephaly & other congenital defects of the CNS
- B11. Hemophilia
- B12. Organic speech disorders (dysarthria/dyspraxia)
- B13. Suspect hearing or hearing loss
- B14. Burns
- B15. Acquired spinal cord injury, e.g., paraplegia or quadriplegia

Very High Risk Medical Factors (BW and GA Required)

- B16. Intraventricular hemorrhage (grade III, IV) or cystic periventricular leukomalacia (PVL) or chronic subdurals
- B17. Perinatal asphyxia and seizures
- B18. Poorly controlled seizures
- B19. Oral-motor dysfunction requiring specialized feeding program (include infants with gastrostomies)
- B20. Chronic lung disease on oxygen (includes infants with tracheostomies)
- B21. Suspect neuromuscular disorder including abnormal neuromotor exam at NICU discharge

Developmental Risk Factors (BW and GA Required)

- B22. Borderline developmental delay

B90. Other conditions not listed

CaCoon
OREGON CARE COORDINATION PROGRAM

Job Description
CaCoon Coordinator

The CaCoon Coordinator will provide services to the target population (Attachment A) and their families who reside in the county. This individual is responsible for the day-to-day functioning, and thus the ultimate success of the program in the county.

The CaCoon Coordinator is responsible for meeting the following family and community goals:

- the community is informed of the OHSU CDRC, Oregon Care Coordination Program goals and services
- Oregon children with special health needs will be identified and have access to care coordination services
- families will be assisted in gaining skills to manage the care of their child

1. Outreach/Program Representation

- a. Assess and identify needs and resources in the community and participate in developing absent or deficient services.
- b. Provide information to community agencies and prospective clients regarding individuals with disabilities and CaCoon's role in serving this population
- c. Participate in outreach efforts to educate the professional community and families about SSI.
- d. Identify children and families and refer for appropriate evaluation and intervention services and financial resources such as SSI.
- e. Foster interagency communication and collaboration for the purpose of direct service and facilitating access to needed resources.
- f. Assure that CaCoon is represented on the county Local Advisory Group (LAG).

2. Intake/Registration/Reporting

- a. Assist the family to complete the necessary OSCSHN application forms, releases of information and other pertinent information as required.
- b. Obtain a consent for exchange of confidential information between the CDRC and the County Health Department.

- c. Complete data collection forms and reports as specified in Attachment C, ¶ 5.

3. Assessment

- a. Assure a comprehensive assessment of the child is completed and includes physical, hearing, vision and developmental screening assessments. Valid and reliable instruments designed for this purpose should be used. The developmental screening protocol and recommended screening instruments are specified in the CaCoon Program Manual.
- b. Assure a comprehensive assessment of the social and emotional needs and strengths of the family is completed.

4. Intervention/Care Coordination/Evaluation

- a. Liaison between CDRC and local care providers.
- b. Follow-up on CDRC clinic recommendations.
- c. Facilitate hospital discharge care plans.
- d. Document or develop a service plan and care coordination plan with the family.
- e. Assure direct special health services are provided through family education, intervention, or referral to appropriate provider.
- f. Review, evaluate and modify service plan, and monitor progress.
- g. Provide information to the family on legal rights and services when requested.
- h. Educate families to gain skills in problem solving, self-advocacy and care coordination.
- i. Provide support services to the family as needed.
- j. Collaborate with the designated representative from the Oregon Department of Education to assure that the health needs for children enrolled in EI/ECSE programs are identified and appropriate services provided.
- k. As CDRC expands local and regional services for CSHN, the CaCoon Coordinator will participate in program planning and coordination of these services for the children residing in their county.

CaCoon
OREGON CARE COORDINATION PROGRAM
MINIMUM STANDARDS OF PROGRAM PERFORMANCE

1. Children referred to the CaCoon Coordinator will receive an initial contact within ten (10) days. Priority will be given to families with
 - a. a newborn with a disability
 - b. a newly diagnosed infant/child with a disability
2. The CaCoon Coordinator will meet the minimum caseload expectation of twenty five (25) contacts per month for a 1.0 F.T.E. This standard assumes a mixed Tier I-III level caseload as defined in the CaCoon Program Manual.
3. Families considered part of the CaCoon Coordinator's active caseload will receive no fewer than one contact every three months.
4. The CaCoon Coordinator will assure that children and their families receive the following minimum assessments:
 - a. family assessment
 - b. developmental screening
 - c. child health assessment including hearing and vision screening
5. The CaCoon Coordinator will submit completed data collection forms for each month by the 5th of the following month and complete two, two-week time studies each year.
6. The CaCoon Coordinator will assure that CaCoon is represented at the county Local Advisory Group.
7. The CaCoon Coordinator will attend a minimum of two CaCoon Inservice sessions each year. New Coordinators will also attend the Program Orientation.



OREGON HEALTH SCIENCES UNIVERSITY

Child Development and Rehabilitation Center-P.O. 574-Portland, Oregon 97207-0574 494-8077
Regional Service Center-Clinical Services Building-University of Oregon-Eugene, Oregon 97403-1303 346-3575
Medford Branch-Suite No.5,832 E. Main Street-Medford, Oregon 97504-7153 776-6146

CONSENT FOR EXCHANGE OF CONFIDENTIAL INFORMATION

OREGON HEALTH SCIENCES UNIVERSITY
CHILD DEVELOPMENT AND
REHABILITATION CENTER (CDRC)
CARE COORDINATION PROGRAM
(CACOON)

Patient's Name: _____

Date of Birth: _____

OHSU Medical Record No.: _____
(if known)

Consent for Exchange of Information between the CDRC and County Health Departments:

I authorize the exchange of medical and nursing reports, including psychological, psychiatric, social, and alcohol and drug abuse information between the Child Development and Rehabilitation Center/OHSU and the _____ County Health Department for the purpose of continuity of care and quality assurance monitoring.

This consent is valid for the length of time of participation in the CaCoon Program or one year, whichever occurs first, unless revoked in writing earlier.

Signature (patient-guardian-legal representative)

Date

Relationship to Patient

Specifically Protected Information

My signature below authorizes the exchange of HIV related (AIDS) test results or information between _____ County Health Department and the Child Development and Rehabilitation Center.

Signature

Date

CONTRACT #800246

MEETING DATE: JUN 15 1995

AGENDA NO: C-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Metro and the Sheriff's Office

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: June 15, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

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

PERSON(S) MAKING PRESENTATION: Dan Noelle, Sheriff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Intergovernmental Agreement between Metro and the Sheriff's Office to provide solid waste flow control and general investigative police services to Metro and to provide a supervised inmate work crew to clean up illegal dumpsites within jurisdictional boundaries to Metro; effective July 1, 1995 through June 30, 1996. RENEWAL.

CONSENT

SIGNATURE REQUIRED:

ELECTED OFFICIAL: Dan Noelle
OR

DEPARTMENT MANAGER: Peter C. Van Dyke 6-6-95

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/5222
0516C/63 6/93

6-16-95 Originals to Larry Aab.

1995 JUN - 7 PM 5:45
MULTNOMAH COUNTY
OREGON
COUNTY CLERK'S OFFICE

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800246

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-7</u> DATE <u>6/15/95</u> <u>Carrie A. Parkerson</u> BOARD CLERK

Department SHERIFF'S OFFICEDivision ENFORCEMENTDate MAY 18, 1995Contract Originator KARL HUTCHISONPhone 797-1837

Bldg/Room _____

Administrative Contact LARRY AABPhone 251-2489Bldg/Room 313/231

Description of Contract TO PROVIDE SOLID WASTE FLOW CONTROL AND GENERAL INVESTIGATIVE POLICE SERVICES TO METRO AND TO PROVIDE A SUPERVISED INMATE WORK CREW TO CLEAN UP ILLEGAL DUMPSITES WITHIN THE JURISDICTIONAL BOUNDARIES OF METRO.

RFP/BID # _____

Date of RFP/BID _____

Exemption Exp. Date _____

ORS/AR # _____

Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name METRO, Solid Waste ManagementMailing Address 600 NE GRAND AVEPORTLAND OR 97232-2736

Phone _____

Employer ID# or SS# _____

Effective Date JULY 1, 1995Termination Date JUNE 30, 1996Original Contract Amount \$ 440,269.00

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule

Terms

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

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐

Date _____

Date _____

Date 6-7-95Date 6/15/95

Date _____

REQUIRED SIGNATURES:Department Manager Peter A. Van Dyke 6-6-95

Purchasing Director _____

(Class II Contracts Only)

County Counsel [Signature]County Chair / Sheriff [Signature]

Contract Administration _____

(Class I, Class II Contracts Only)

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	180	025	3130			2780						
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, dated as of the last signature date below, is entered into between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, by and through the Multnomah County Sheriff's Office (MCSO) and Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, for the purposes of renewing the Intergovernmental Agreement (IGA) between Metro and MCSO dated October, 1993, under the following terms and conditions. This IGA is attached as Exhibit A and is incorporated herein by this reference.

1. This IGA will terminate on July 1, 1995. Metro and MCSO agree to renew and extend the term of the IGA to June 30, 1996.
2. Amended Exhibit A1 to the IGA, which is the budget for the project during the initial term, is deleted and replaced by the attached Exhibit B ("Solid Waste Enforcement Unit Budget -- FY 1995-96"), which is incorporated herein by this reference. Exhibit B is the budget for this project during the extended term July 1, 1995 through June 30, 1996; this budget does not contain any start up cost because all start up costs were incurred and paid for prior to the extended term. Therefore, IGA subparagraphs 18-1 and 18-2 are deleted.

3. Metro shall pay MCSO for all costs, services performed and materials delivered during the extended term in a maximum sum not to exceed FOUR HUNDRED FOURTY THOUSAND, TWO HUNDRED SIXTY-NINE DOLLARS (\$440,269.00).
4. For the purposes of this Agreement the parties waive the 90 day notice requirement in ¶ 27 of the IGA.

All other terms of the IGA remain in full force and effect.

METRO

By: _____

Date: _____

MULTNOMAH COUNTY, OREGON

By: Beverly Stein, Chair

Date: 6-15-95

By: _____
Dan Noelle, Sheriff

Date: _____

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

By: Laurence Kressel

Date: 6/7/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 6-15-95
Chris A. Hartman
BOARD CLERK

ORIGINAL

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 between MULTNOMAH COUNTY by and through the Multnomah County Sheriff's Office (COUNTY) and METRO, a metropolitan service district.

RECITALS

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

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

WHEREAS, METRO is a municipal corporation formed and operating under state law and the 1992 Metro Charter, and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010, et seq.; and

WHEREAS, METRO desires to contract with the COUNTY for the performance of certain law enforcement functions, related to METRO's purpose and authority, to be performed by the COUNTY through the Multnomah County Sheriff's Office (hereinafter "MCSO"); and

WHEREAS, the COUNTY through the MCSO is able and prepared to provide the services required by METRO under those terms and conditions set forth; therefore,

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

FLOW CONTROL INVESTIGATION

1. The COUNTY agrees to provide solid waste Flow Control and general investigative police service to METRO. Such police service shall include:
 - a) Enforcement of all duly enacted ordinances of METRO related to flow control investigation and waste management;
 - b) Random and directed surveillance of persons collecting, transporting, storing, treating and disposing of solid and liquid waste to ensure such persons are

- complying with applicable laws relating to waste management;
- c) Background investigations of prospective vendors, contractors and subcontractors who enter into agreements with METRO to provide solid and liquid waste management services or are subject to Metro regulation by law or agreement. Such background investigations shall be subject to the restrictions and limitations imposed by law regarding the use of computerized criminal history information;
 - d) At METRO's request, investigation, case preparation, and prosecution assistance in cases involving offenses (including, but not limited to fraud, racketeering, and material breach of contract) allegedly committed by vendors, contractors, or subcontractors doing business with METRO or by facilities, firms or individuals subject to Metro regulation by law or agreement.
 - e) Criminal intelligence briefings on the waste management industry nationwide, statewide, and locally; specifically focusing upon any connection or relationship between industry participants and known elements of organized crime or other criminal activities.
 - f) Other general investigative work as requested by Metro.
2. In accordance with ORS 206.345 (2), the COUNTY and METRO agree that during the existence of this Agreement, the sheriff and the deputies of the sheriff shall exercise such authority as may be vested in them by law or by terms of this Agreement, including full power and authority to cite violators, arrest for violations of applicable criminal laws, and take other enforcement action for violations of all duly enacted ordinances of METRO relating to flow control and management.

ILLEGAL DUMPSITE CLEANUP — INMATE WORKCREWS

3. The COUNTY agrees to provide a supervised inmate work crew to clean up illegal dumpsites within the jurisdictional boundaries of METRO. Sites will only be cleaned up as requested by METRO, in writing, or by facsimile transmission. The COUNTY further agrees that:
- a) Each crew will be supervised by one or more corrections officers trained and experienced in managing inmate work crews;
 - b) Each work crew will be comprised of sentenced, local inmates eligible for outside public works and who pose a minimal threat to the public;
 - c) Each work crew vehicle will be radio-equipped, self-contained, and furnished with hand and power tools appropriate for each job.

- d) Each work crew supervisor shall be directed to identify and retain through procedures designed to maintain a defensible chain of custody, any evidence that may lead to a successful prosecution of persons dumping waste illegally.
- 4. The COUNTY and METRO agree:
 - a) Clean-up of dump sites containing known or suspected hazardous materials is beyond the scope, skill, training and experience of an inmate work crew;
 - b) The inmate work crew, including inmates and ASSIGNED PERSONNEL, shall not be required to clean-up any dump site where known or suspected hazardous materials are present; and
 - c) In the event the inmate work crew discovers known or suspected hazardous materials at a dump site, the work crew supervisor shall immediately cease the clean-up activity until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.

PERSONNEL MATTERS

- 5. The COUNTY agrees to provide for the performance of the duties hereunder two (2) FTE deputy sheriffs, one (1) FTE sergeant, and one (1) FTE corrections officer. These persons are hereinafter referred to as "ASSIGNED PERSONNEL." MCSO shall provide the sergeant and corrections officer. The COUNTY and METRO agree that one or more of the deputy sheriffs provided hereunder may be provided by a law enforcement agency other than MCSO. In such event, the other law enforcement agency hereinafter shall be referred to as a "PARTICIPATING AGENCY." For the purpose of this Agreement, one (1.0) FTE position means an employee who is regularly scheduled to work at least 40 hours per week.
- 6. The COUNTY agrees that the deputy sheriffs, sergeant, and corrections officer provided as ASSIGNED PERSONNEL shall be certified in their respective disciplines by the state's Board of Public Safety Standards and Training.
- 7. The COUNTY and METRO agree that the ASSIGNED PERSONNEL provided hereunder by MCSO or PARTICIPATING AGENCY shall be and remain employees of the COUNTY or PARTICIPATING AGENCY. The ASSIGNED PERSONNEL shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO. Metro shall nevertheless retain the right, upon request and for cause stated, to have Assigned Personnel removed from assignment under this Agreement and replaced by other Assigned Personnel meeting the requirements of this Agreement.

8. METRO does not assume any liability for the direct payment of any wages, salaries or other compensation to ASSIGNED PERSONNEL performing services pursuant to the terms of this Agreement or for any other liability not provided for in this Agreement.
9. The COUNTY shall maintain Workers' Compensation insurance coverage for ASSIGNED PERSONNEL, either as a carrier insured employer or a self-insured employer as provided in ORS chapter 656.
10. The COUNTY and METRO agree that matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment regarding ASSIGNED PERSONNEL under this Agreement shall be governed by the provisions of existing collective bargaining agreements between the ASSIGNED PERSONNEL's bargaining unit and their public employer.
11. The COUNTY and METRO agree that all labor disputes arising out of this Agreement shall be governed by the provisions of applicable collective bargaining agreements in effect during this Agreement, and the personnel rules of the COUNTY or PARTICIPATING AGENCY.
12. The COUNTY and METRO acknowledge that the ASSIGNED PERSONNEL will be absent from duty for various reasons, including but not limited to vacation, holiday, illness, injury, training, leave of absence, and administrative leave. The COUNTY and METRO also acknowledge that some employee absences are the result of paid leave that the ASSIGNED PERSONNEL earn and are entitled to take. The COUNTY and METRO also acknowledge that some employee absences are the result of actions taken by the employer, with or without the employee's consent. In accordance with the foregoing acknowledgments, the COUNTY and METRO agree:
 - a) Except as provided in subsection (b) below, the COUNTY will not be responsible or otherwise obligated to replace any ASSIGNED PERSONNEL who is absent due to paid accrued leave, including but not limited to: vacation, holiday, sick leave or who is absent while participating in training directly related to the services required by METRO. However, the COUNTY will make a good faith effort to schedule known, projected absences so as to minimize the impact on the COUNTY's ability to perform under this Agreement.
 - b) The COUNTY or PARTICIPATING AGENCY will replace any ASSIGNED PERSONNEL who is absent due to: 1) vacation time exceeding 10 days during the fiscal year; 2) employer action, including but not limited to training not related to or provided by this Agreement; 3) leave of absence granted at employer's discretion; 4) administrative leave; or 5) absence due to a job related injury covered by worker's compensation.

- c) In the event the COUNTY or PARTICIPATING AGENCY does not replace any ASSIGNED PERSONNEL pursuant to subsection (b) of this section, the COUNTY will not invoice METRO for those personnel costs.

OFFICE SPACE

- 13. METRO agrees to provide for the COUNTY's use sufficient office space, to include costs for utilities, including telephone service, at METRO's premises or at a site mutually agreed upon by the parties.

EQUIPMENT PURCHASE, USE AND DISPOSITION

- 14. This Agreement provides for purchase of materials and supplies for the COUNTY's use as provided hereunder. For the purpose of this Agreement, "materials" includes capital equipment with a unit cost of \$1,000 or more. "Supplies" includes any item with a unit cost of less than \$1,000.
- 15. The COUNTY agrees to purchase all materials and supplies in accordance with Exhibit A1, attached hereto and incorporated by reference herein.
- 16. The COUNTY and METRO agree that during the term of this Agreement all materials and supplies, including capital equipment, shall be under the exclusive control of the COUNTY for the COUNTY's use in performing its duties hereunder. The COUNTY and METRO further agree that upon termination of this Agreement, all remaining materials and supplies purchased hereunder, including capital equipment, shall be owned by METRO.
- 17. Notwithstanding the provisions of section 16, METRO hereby grants to the COUNTY an option to purchase from METRO any or all remaining materials and supplies at a price mutually agreed upon by the parties, not to exceed the fair market value of the item at the time of purchase. The COUNTY agrees to give METRO notice of the COUNTY's intent to exercise its option under this section within 60 days following termination of this Agreement.

CONTRACT COSTS

- 18. METRO shall pay COUNTY for all costs, services performed and materials delivered in the maximum sum of FOUR HUNDRED THIRTY THOUSAND TWO HUNDRED SIXTY SEVEN AND NO/100THS DOLLARS (\$430,267.00). This maximum sum includes all fees, costs and expenses of whatever nature to which COUNTY may become entitled under this Agreement. All costs listed on Exhibit A1, which is the budget for the project prepared by COUNTY, are on a "not to exceed" basis, and shall be billed quarterly

for costs incurred, services performed and materials delivered during the previous quarter. COUNTY, and is incorporated herein by this reference, shall submit itemized billings to Metro not more frequently than once each calendar year quarter, and Metro shall make payment to Contractor within 30 days of receipt of approved billings.

18-1 METRO shall pay COUNTY the maximum sum of ONE HUNDRED FIFTEEN THOUSAND FOUR HUNDRED THIRTY-SIX AND NO/100THS DOLLARS (\$115,436.00) for all costs identified as "start up costs" on Exhibit A1.

18-2 METRO shall pay COUNTY the maximum sum of THREE HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED THIRTY-ONE AND NO/100THS DOLLARS (\$314,831.00) for all costs identified as "ongoing costs" on Exhibit A1.

INDEMNIFICATION AND LIABILITY

19. The COUNTY shall indemnify, defend and hold harmless METRO, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of the ASSIGNED PERSONNEL acting pursuant to the terms of this Agreement, within the limits of the Oregon Tort Claims Act and the Oregon Constitution.
20. METRO in turn agrees to indemnify, defend and hold harmless the COUNTY, its officers, employees and agents, including ASSIGNED PERSONNEL from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts errors or omissions of METRO or its assignees, within the limits of the Oregon Tort Claims Act and the Oregon Constitution.

DISPUTE RESOLUTION

21. While the parties have attempted to make an Agreement anticipating and addressing their concerns, METRO and the COUNTY acknowledge the possibility that a claim, controversy or dispute may arise out of this Agreement. METRO and the COUNTY agree that each party has an obligation and affirmative duty to make a good faith effort to resolve any claim, controversy or dispute, including the giving of timely, written notification thereof to the other party.
22. METRO and the COUNTY agree that all claims, controversies or disputes which arise out of this Agreement, and which have not been resolved through good faith efforts of the parties, shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland or the American Arbitration Association, whichever organization is selected by the party who first initiates arbitration by filing a

claim in accordance with the rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

CONTRACT ADMINISTRATION

23. The Multnomah County Sheriff or his designated representative will represent the COUNTY in all matters pertaining to administration of this Agreement.
24. METRO designates its Solid Waste Director to represent METRO in all matters pertaining to administration of this Agreement.
25. Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Multnomah County Sheriff
12240 NE Glisan Street
Portland, OR 97230

Solid Waste Director, METRO
600 N.E. Grand Avenue
Portland, OR 97232

CONTRACT MODIFICATION AND TERMINATION

26. This Agreement shall be effective from the 1st day of July, 1993, and shall run through the 30th day of June, 1994.
27. METRO and the COUNTY agree that in the event either party to this Agreement desires to renew this contract after the expiration thereof, they shall notify the other party within 90 days prior to its expiration.
28. METRO and the COUNTY agree that either party to this Agreement may terminate said Agreement by giving the other party not less than 90 days written notice.
29. METRO and the COUNTY agree that this Agreement may be modified or amended by mutual agreement of the parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by both METRO and the COUNTY.

30 This Agreement is not intended to benefit any individual, employee, group of employees, corporation or other legal entity other than the parties to this Agreement. This Agreement shall not be deemed to vest in any third party any rights, nor shall it be deemed to be enforceable by any third party in any legal, equitable or administrative proceeding whatsoever.


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

METRO


Rena Cusma, Executive Officer

DATE: 10-15-93

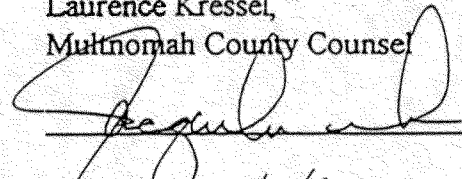
MULTNOMAH COUNTY, OREGON


Bob Skipper, Sheriff

DATE: 10-15-93

REVIEWED:

Laurence Kressel,
Multnomah County Counsel


DATE: 10/11/93

c:\ci\lb\mcso\metr.ign
July 30, 1993

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 8/19/93
DEB BOGSTAD
BOARD CLERK

SOLID WASTE FLOW CONTROL MANAGEMENT INVESTIGATION

	Startup Costs	FTE	Ongoing Costs	Total FY 1993-94
Personal Services				
Sergeant	\$0	1.00	\$41,136	\$41,136
Fringe	\$0		\$14,447	\$14,447
Insurance	\$0		\$8,334	\$8,334
Deputy	\$0	2.00	\$72,576	\$72,576
Fringe	\$0		\$25,648	\$25,648
Insurance	\$0		\$12,064	\$12,064
Overtime	\$0		\$9,211	\$9,211
Fringe	\$0		\$3,255	\$3,255
Insurance	\$0		\$562	\$562
Total Personal Services	\$0		\$187,233	\$187,233
Material & Services				
Misc. Professional Services	\$4,720		\$7,430	\$12,150
Printing Services	\$0		\$3,096	\$3,096
Communications	\$1,050		\$2,728	\$3,778
Repair & Maintenance	\$0		\$13,848	\$13,848
Clothing & Uniforms	\$1,832		\$0	\$1,832
Training & Education	\$0		\$619	\$619
Travel	\$6,000		\$15,480	\$21,480
Computer Supplies	\$1,800		\$0	\$1,800
Other Operations Supplies	\$2,200		\$2,740	\$4,940
Total M&S	\$17,602		\$45,941	\$63,543
Indirect @ 6.08%	\$1,070		\$14,177	\$15,247
Capital Outlay				
Office Furniture & Equipment	\$5,550		\$3,096	\$8,646
Equipment & Vehicles	\$46,200		\$0	\$46,200
Total Capital Outlay	\$51,750		\$3,096	\$54,846

Total Budget - Flow Control	\$70,422	3.00	\$250,447	\$320,869
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ILLEGAL DUMP SITE CLEAN UP

Personal Services				
Corrections Officer	\$0	1.00	\$32,430	\$32,430
Fringe	\$0		\$11,389	\$11,389
Insurance	\$0		\$7,011	\$7,011
Total Personal Services	\$0		\$50,830	\$50,830
Professional Services				
Misc. Professional Services	\$1,040		\$1,077	\$2,117
Repair & Maint. Services/Supplies	\$0		\$7,920	\$7,920
Clothing & Uniforms	\$1,300		\$0	\$1,300
Other Operations Supplies	\$1,500		\$867	\$2,367
Total M&S	\$3,840		\$9,864	\$13,704
Indirect @ 6.08%	\$233		\$3,690	\$3,924
Equipment & Vehicles	\$40,940		\$0	\$40,940

TOTAL BUDGET - ILLEGAL CLEANUP	\$45,013		\$64,384	\$109,398
---------------------------------------	-----------------	--	-----------------	------------------

TOTAL OF BOTH PROGRAMS	\$115,435	4.00	\$314,831	\$430,267
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Exhibit B
Solid Waste Enforcement Unit Budget -- FY 1995-96

Personal Services	FTE	1995-96
Sergeant	1	\$48,124
Fringe		16,731
Insurance		9,122
Deputy	2	96,249
Fringe		33,461
Insurance		18,245
Overtime		10,114
Fringe		3,575
Insurance		617
Total Personal Services		\$236,238

Materials and Services**Miscellaneous Professional Services**

Aerial Surveillance	\$2,400
CIS	1,800
Computer Programming	1,200
Other	1,500
Total Misc. Professional Service	\$6,900

Printing Services	\$3,000
Cellular Phones	2,728
Fuel, Repair, & Maintenance of Vehicles	13,000
Repair and Maintenance of Equipment	2,500
Training and Education	2,500
Travel	12,000
Computer Supplies	1,200
Other Supplies	2,000
Total Materials and Services	\$38,928

Indirect	\$17,150
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Capital Outlay

Office Furniture	1,200
	\$1,200

TOTAL BUDGET INVESTIGATIONS	3	\$300,416
------------------------------------	----------	------------------

ILLEGAL DUMP SITE CLEAN-UP

Personal Services	FTE	1995-96
Corrections Officer	2	\$80,845
Fringe		28,106

Insurance		17,260
Total Personal Services		\$126,211
Materials and Services		
Inmate Labor		1,077
Fuel, Repair, & Maintenance of Van/Trailer		2,500
Repair and Maintenance of Equipment		500
Clothing & Uniforms		750
Tools & Supplies		800
Total Materials and Services		\$5,627
Indirect		\$8,016
TOTAL BUDGET DUMP SITE CLEAN-UP	2	\$139,854
TOTAL OF BOTH PROGRAMS	5	\$440,269

MEETING DATE: JUN 15 1995
AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Notice of Intent to Apply for Demonstration
Partnership Program
Funds

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING:

Date Requested: June 15, 1995

Amount of Time Needed: 5 min.

DEPARTMENT: --

DIVISION: Community & Family Svs

CONTACT: Rey Espana / John Pearson TELEPHONE #: 2701 / 2612

BLDG/ROOM #: 160/6

PERSON(S) MAKING PRESENTATION: Rey Espana

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Approval of notice of Intent to Apply for Department of Health & Human Services funds (see notice attached) to develop a demonstration project with Outside In. This project will seek to demonstrate the effectiveness of strategies to provide homeless street youth the skills and support to obtain and maintain employment. The grant application requires an evaluation plan utilizing a third party evaluation.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Lolene Rae mbs

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1995 JUN - 7 AM 8:55
MULTNOMAH COUNTY
OREGON
CLERK OF COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

COMMUNITY & FAMILY SERVICES DIVISION
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464
426 SW STARK, 6TH FLOOR
PORTLAND, OREGON 97204
FAX # (503) 248-3332

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

MEMORANDUM

TO: Board of County Commissioners
FROM: Lolene Poe, Director
Community and Family Services Division
DATE: June 1, 1995
SUBJECT: Notice of Intent to Apply

- I. RECOMMENDATION/ACTION REQUESTED: The Community and Family Services Division recommends the approval of the Notice of Intent to Apply for Department of Health and Human Services for Demonstration Partnership Program (DPP) funds for a youth employment stabilization grant.
- II. BACKGROUND/ANALYSIS: This grant program is open only to current recipients of Community Services Block Grant funds which the County is. Grant applications must address new approaches to provide for greater self-sufficiency of the poor, test and evaluate new approaches, and to disseminate project results and evaluative findings. The grant application closing date is June 12, 1995.
- III. FINANCIAL IMPACT: This is a two year grant application and requires a one-to-one match requirement which will be provided through State and local funds to be contracted to Outside In for FY 95-96. The grant application will be for approximately \$500,000.00 over two years. The budget includes County indirect figured at .0007%.
- IV. LEGAL ISSUES: There are no legal issues.
- V. CONTROVERSIAL ISSUES: There are no controversial issues.
- VI. LINK TO CURRENT COUNTY POLICY: Programs to increase self-sufficiency and raise personal income and achieve or maintain housing stability are among the benchmarks and outcome measures agreed upon for the Community Action Program.

Page Two

- VII. CITIZEN PARTICIPATION: While citizen participation was not necessary for this grant application, the policies and outcomes which the grant application addresses were developed through the programs community action commission which has a significant citizen involvement.
- VIII. OTHER GOVERNMENT PARTICIPATION: There is no participation.

APR 14 1995

This is a COPY of the Official Program Announcement Published in the Federal Register dated April 12, 1995; it is essentially the same as, but it is NOT the official announcement

(You MAY use the forms attached to this copy if it more convenient than using those found in the Federal Register.)

**4184-01P
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF COMMUNITY SERVICES
(PROGRAM ANNOUNCEMENT NO. OCS-95-05)**

Request for Applications Under the Office of Community Services' FY 1995 Demonstration Partnership Program (DPP)

AGENCY: Administration for Children and Families (ACF), DHHS

ACTION: Announcement of availability of funds and request for applications under the Office of Community Services' Demonstration Partnership Program (DPP).

SUMMARY: The Office of Community Services (OCS) announces that, based on availability of funds, applications will be accepted for grants pursuant to the Secretary's authority under Section 408(a) (Pub. L. 99-425), of the Human Services Reauthorization Act of 1986 as amended.

CLOSING DATE: The closing date for *receipt* of applications is June 12, 1995.

FOR FURTHER INFORMATION CONTACT:

Office of Community Services
Administration for Children and Families
Division of Community Demonstration Programs
370 L'Enfant Promenade, S.W., Fifth Floor
Washington, D. C. 20447
Attention: Richard Saul
(202) 401-9347

This Announcement is accessible on the OCS Electronic Bulletin Board for downloading through your computer modem by calling 1-800-627-8886. For assistance in accessing the Bulletin Board, a Guide to Accessing and Downloading is available from Ms. Minnie Landry at (202) 401-5309.

BUDGET MODIFICATION NO.

DES - 10, REVISED

(For Clerk's Use) Meeting Date JUN 15 1995Agenda No. R-3

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

April 27, 1995

(Date)

DEPARTMENT Environmental ServicesDIVISION Facilities ManagementCONTACT Craig CalkinsTELEPHONE 3322

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

* Craig Calkins X3553SUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)Justice Center Energy Retrofit Project

(Estimated Time Needed on the Agenda - 0- 5 minutes)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒ X

Personnel changes are shown in detail on the attached sheet

This budget modification moves budgeted funds from Facilities Fund Contingency into Personal Services line items to fund the 94-95 personal services portion of an energy retrofit at the Multnomah County Justice Center. This modification creates the permanent position of Energy Conservation Specialist.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

This budget modification increases revenue in the Insurance Fund.

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

Date

After this modification: \$

Originated By

Craig Calkins

Date

05-Jun-95

Department Director

W. B. Burrell

Date

05-Jun-95

Plan/Budget Analyst

Key Hardwick

Date

6-7-95

Employee Services

Doreen McKinley

Date

6/7/95

Board Approval

Chris A. Peterson

Date

6-15-95

BUDMOD1

6-16-95 Originals to Budget.

BOARD OF
 COUNTY COMMISSIONERS
 1995 JUN - 8 AM 9:26
 MULTNOMAH COUNTY
 OREGON

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

DES - 10, REVISED

5. ANNUALIZED PERSONNEL CHANGES

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

		ANNUALIZED			
FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
1	Program Development Specialist (Energy Conservation)	34,060	5,984	5,564	45,608
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
1	TOTAL CHANGE (ANNUALIZED)	34,060	5,984	5,564	45,608

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

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

		C U R R E N T F Y			
Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
Permanent Position	Funds for May and June	5,677	997	927	7,601
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
TOTAL CURRENT FISCAL YEAR CHANGES		5,677	997	927	7,601

BUDGET MODIFICATION NO

DES - 10, REVISED

EXPENDITURE

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
	Increase	410	030	5620			5100	0	5,677	5,677		Permanent
	Increase	410	030	5620			5500	0	997	997		Fringe
	Increase	410	030	5620			5550	0	927	927		Insurance
	Decrease	410	030	5600			7700	397,874	390,273	(7,601)		Facilities Fund Contingency
	Increase	400	050	7531			7700			927		Insurance Fund Contingency
TOTAL EXPENDITURE CHANGE										927		

REVENUE

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		400	050	7040			6646			927		Service Reimbursement from Facilities Fund
TOTAL REVENUE CHANGE										927		



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
2115 S.E. MORRISON
PORTLAND, OREGON 97214
(503) 248-5000

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

MEMORANDUM

TO: Board Of County Commissioners

FROM: Craig Calkins, Facilities Operations & Maintenance Manager

DATE: April 14, 1995

REQUESTED PLACEMENT DATE: April 27th, 1995

RE: Budget Modification Number: DES 10

I. Recommendation / Action Requested:

The Board of County Commissioners is requested to approve budget modification DES 10 which provides funding for an energy retrofit of the Multnomah County Justice Center and approves the creation of a permanent Energy Conservation Specialist Position.

II. Background / Analysis:

Multnomah County Justice Center is a high consumer of energy (\$503,000 projected for FY 95/96). Much of the Justice Centers energy consuming equipment is at life cycle or energy inefficient. Total project energy savings from this upgrade are projected at \$904,000 over the next ten years. The County's portion of the energy saving after debit service will amount to \$302,000 over the next 10 years. Simple pay back on the Project is projected at 7 years.

Upon completion of the project, the project will receive rebates from Portland General Electric in the amount of \$195,877 as an incentive or reward for conserving energy.

DES 10 - Justice Center Energy Retrofit Project.....

The City of Portland is picking up 26.49% of the projects costs and savings as Co-Owner of the Justice Center.

This budget modification provides for the creation and funding of a permanent Energy Conservation Specialist Position. This position would provide the necessary labor resources to implement the Justice Center Energy Retrofit and the Facility Management's Energy Conservation Program. It is critical that Facility Management have a full time staff position devoted to energy issues, if they are to create an energy conservation program. As presented to the Board last November, the Energy Program has the potential to save over \$4,000,000 in energy costs over the next 10 year period.

As the Justice Center Energy Retrofit Project is serving as a Pilot Project, the first year cost of the Energy Conservation Specialist Position is being funded out of the Justice Center's PGE rebate. In future years, the program will pay for itself out of additional rebates and energy savings.

III. Financial Impact:

and amendments to the 95-96 Budget together
This budget modification ~~increases~~ the Facilities Fund Utility budget by \$556,331, offset by \$556,331 in revenue. Actual expenditures directly related to this project are \$30,000 higher, but are offset by an equivalent amount in first-year maintenance savings.

The Justice Center Energy Retrofit Project has no impact on the general funds as it is being totally paid for out of energy savings, rebates or other deferred expenses.

Expenditure Recap:	Actual Costs	\$586,331
	Maintenance Savings	<u>(30,000)</u>
	Total Expenditures	\$556,331
Revenue Recap:	Energy Loan	\$277,442
	Net from City	87,012
	PGE Rebate	<u>195,877</u>
	Total Revenues	\$556,331

Finance has reviewed and approved utilizing the States Energy Loan Program as a interim funding source. Please see the attached financial review.

DES 10 - Justice Center Energy Retrofit Project.....

- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: None
- VII. Citizen Participation: None.
- VIII. Other Government Participation: Yes;

The City of Portland, a co-owner of the Justice Center has approved and funded their portion of the energy retrofit.

Oregon Department of Energy's Small Energy Loan Program.

Meeting Date: JUN 8 1995 JUN 15 1995
Agenda No: R-4 R-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Pay ranges and COLA increases for exempt employees

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: June 8, 1995

Amount of Time Needed: 10 Minutes

DEPARTMENT: Nondepartmental DIVISION: Employee Services

CONTACT: Curtis Smith TELEPHONE #: 248-5015

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Curtis Smith

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Proposed 3.0% COLA for exempt employees would be effective 7/1/95. Most union contracts provide for a 3.0% COLA on that date. The County's policy has been to provide a COLA on 7/1, usually in the same amount as the unions. Fiscal Year 95-96 overall cost is \$1,004,873. Most of this amount is already budgeted; the remainder will be absorbed by the respective departments.

6-16-95 Sent Copy of Ordinance #822 to Curtis Smith + Sue Ayers
6-19-95 Sent to Ordin. Sub. list.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

ORDINANCE FACT SHEET

Ordinance Title: Ordinance relating to the pay ranges and COLA increases for exempt employees.

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

Proposed 3.0% COLA for exempt employees would be effective 7/1/95. Most union contracts provide for a 3.0% COLA on that date. The County's policy has been to provide a COLA on 7/1, usually in the same amount as the unions.

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

A COLA increase is a common pay policy.

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

A COLA has historically been a satisfactory alternative to such private sector pay strategies as profit sharing, bonuses, gain sharing, and the like.

What is the fiscal impact, if any?

The total 95-96 cost will be \$1,004,873 all funds. All except \$65,000 of this money is currently budgeted; the departments will absorb the remaining \$65,000.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Curtis Smith by SJA

Planning & Budget Division (if fiscal impact): Cheryl Wang

Department Manager/Elected Official: Beverly Stein



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

TO: BOARD OF COUNTY COMMISSIONERS
FROM: *Curtis Smith by SJA*
Curtis Smith, Employee Services Manager

DATE: May 30, 1995

REQUESTED PLACEMENT DATE: June 8, 1995

RE: Pay ranges and COLA increases for exempt employees

I. Recommendation/Action Requested: Adoption of Ordinance to revise exempt job titles and pay ranges, apply a general adjustment to exempt pay ranges, and increase the pay of eligible exempt employees.

II. Background/Analysis: This Ordinance reflects routine updating of the exempt employee compensation plan to keep it current. The analysis of the actions proposed in each Section of the Ordinance follows.

Section II (A) and (B) delete and add job titles. These changes are necessary due to departmental reorganization of responsibilities.

Section II (C) (1) revises the pay ranges of some existing positions.

a) The dental series (Dentist, Dentist/Senior and Dental Health Officer) are increased in order to bring this professional staff more in line with the labor market. Attachments A and B give labor market data for dentist in graph and table form. The proposed new range for Dentist is approximately a 15% increase from the current range. This brings our maximum salary nearer to the average of the identified labor market. Dentist/Senior is set 10% higher than Dentist to recognize the responsibility of managing a dental clinic and supervising subordinate staff. The Dental Health Officer is set 15% higher than Dentist/Senior to recognize the responsibility for managing the entire dental program.

b) The health administration series (Health Services Administrator, Health Services Manager and Health Services Manager/Senior) are increased approximately 5% to recognize the compression that will be occurring because the Oregon Nurse's Association contract provisions for July 1, 1995, including range restructuring that gives the bargaining unit employees increases beyond the

COLA. Many of the subordinates supervised by health services managers are members of this bargaining unit. This increase for the health administration series preserves the existing internal relationships within the Health Department.

c) The Pharmacist classification is increased by 5%. Attachment C shows labor market data for this position. The data show we are slightly below the market and this modest increase will bring Multnomah County into line at about the market average but still slightly below some of the major competitors. This proposed range is the closest range in the pay plan to the labor market average.

d) Labor Relations Specialist is increased by 10%. This increased is proposed to recognize additional responsibility that has been given to this position in a restructuring of the Labor Relations Division.

Section III changes the status of a position from unclassified to classified. As they are currently structured, the responsibilities of this position do not meet the standards to be designated as unclassified.

Section IV increases all the pay ranges in the exempt compensation plan by 3%, effective July 1, 1995. This is equal to the percentage COLA that is being processed for all the bargaining unit employees, according to their contracts.

Section V sets the salary for the Sheriff and provides for a 3.0% COLA increase on July 1. This salary is the same amount that was received by Sheriff Skipper and Acting Sheriff Bunnell.

Section VI (A) specifies that employees in classifications with ranges that have been revised are reclassified and may be eligible for pay increases within the limits of Ordinance 778, Section IX (A), which is the Board's regular pay administration policy. The cost of any such increases will be absorbed within the budgeted funds by the respective departments concerned.

Section VI (B) increases the pay for most exempt employees by 3%. There are two types of exemptions: a) Elected Officials' staff members, whose pay is determined by the appropriate elected official; and b) Department and Division Managers and equivalent positions, which are included in the first year of the phase-in to the results-oriented merit evaluation system.

III. Financial Impact:

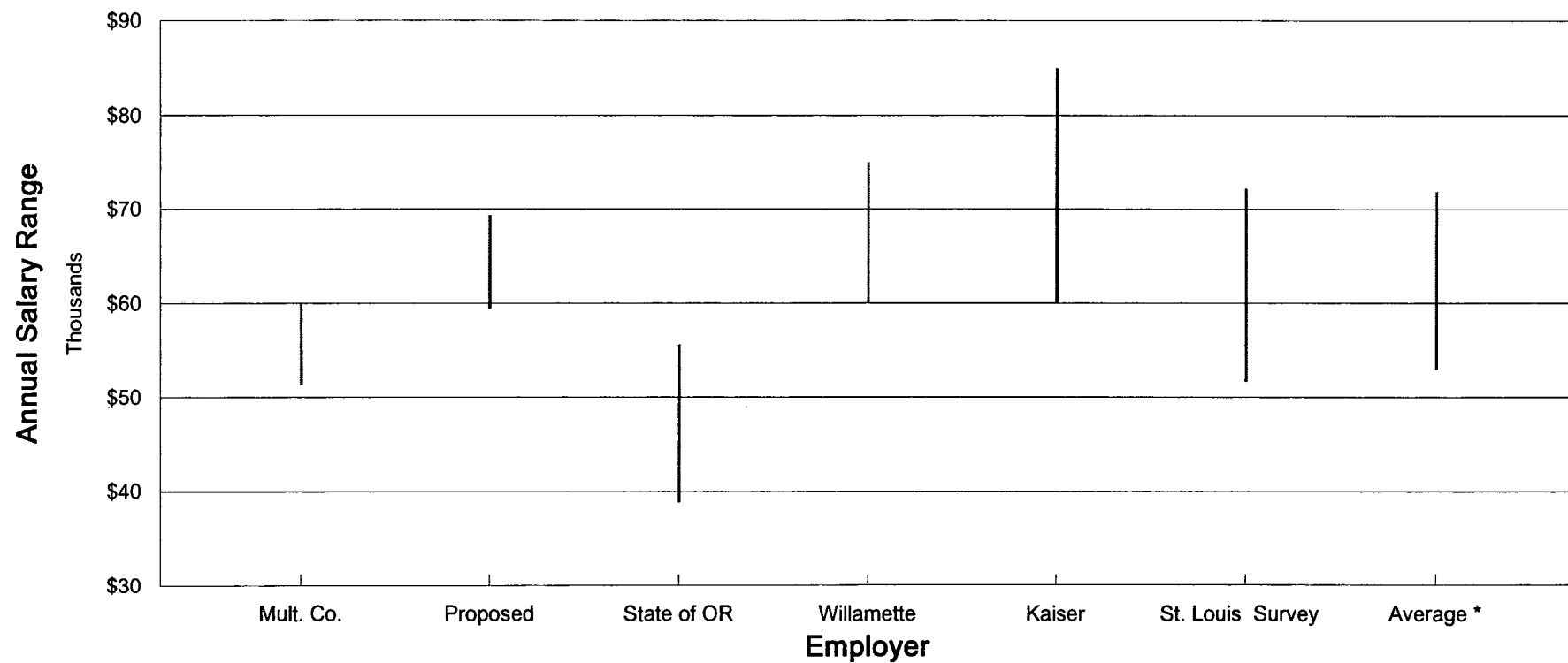
COLA Adjustment - The total cost of a 3% COLA for exempt employees will be \$1,004,873 all funds, based on the amounts included in the Proposed/Approved 1995-96 Budget. The Proposed/Approved Budget includes funding for a 2.8% COLA. This will fall approximately \$65,000 short of the actual cost for these employees. Budget and Quality does not recommend that budgets be adjusted to account for the difference in COLA's. Programs will be expected to absorb the under-budgeted 2/10th of one percent cost within their existing amounts.

Range Adjustments - Section VI (A) specifies that employees in classifications with ranges that have been revised are reclassified and may be eligible for pay increases within the limits of Ordinance 778, Section IX (A), which is the Board's regular pay administration policy. The cost of any such increases will be absorbed within the budgeted funds by the respective departments concerned. For 1995-96 we estimate this will amount to \$128,000.

- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Ordinance No. 778 requires that the exempt compensation plan be kept current.
- VII. Citizen Participation: None.
- VIII. Other Government Participation: None.

SALARY RANGES FOR DENTISTS

May, 1995



* Not including Multnomah County or St. Louis Survey

SALARY RANGES FOR DENTISTS

May, 1995

Employer	Min	Max
Multnomah County	\$51,355	\$59,916
State of Oregon	\$38,904	\$55,608
Willamette Dental	\$60,000	\$75,000
Kaiser	\$60,000	\$85,000
Average *	\$52,968	\$71,869
St. Louis County Survey **	\$51,664	\$72,197

* Not including Multnomah County or St. Louis County Survey

** Nationwide survey of county governments; 1994 data trended to 1995.

Proposed - Multnomah County	\$59,475	\$69,388
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SALARY DATA FOR PHARMACISTS

May, 1995

Employer	Midpoint or Average
Multnomah County	\$48,068
State of Oregon	\$41,658
Payless Drug	\$51,480
Kaiser	\$52,445
Safeway	\$48,442
Fred Meyer	\$52,722
Average *	\$49,349
St. Louis County Survey **	\$61,931

* Not including Multnomah County or St. Louis County Survey

** Nationwide survey of county governments; 1994 data trended to 1995.

Proposed - Multnomah County	\$50,485
-----------------------------	----------

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY OREGON

3 ORDINANCE NO. 822

4 An ordinance relating to the pay ranges and COLA increases for exempt
5 employees.

6 MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

7 Section I. Findings.

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

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

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

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

20 (A) Deletions: The following job titles are deleted, effective June 30, 1995:

21 Department Director/DSS *	Facilities Coordinator
22 Facilities Building Manager *	Facilities Refurbish Mgr *
23 Facilities Building Supervisor	Purchasing Specialist Supr

24 (B) Additions: The following job titles are added, effective June 30, 1995:

25 <u>Job Title</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
26 Central Stores Supervisor	\$38,836	\$46,603	\$54,370

Facilities Refurbishment Admin	\$42,797	\$51,357	\$59,916
Purchasing Supervisor	\$38,836	\$46,603	\$54,370

(C) Revisions:

(1) The following pay ranges are established for existing positions, effective June 30, 1995:

<u>Job Title</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
Dentist	\$59,475	\$64,432	\$69,388
Dentist, Senior	\$65,557	\$71,020	\$76,483
Dental Health Officer	\$75,901	\$82,226	\$88,551
Health Services Admin	\$44,939	\$53,927	\$62,915
Health Services Manager	\$49,563	\$59,475	\$69,388
Health Services Mgr, Senior	\$57,362	\$68,835	\$80,307
Labor Relations Specialist	\$33,553	\$40,263	\$46,974
Pharmacist	\$46,603	\$50,485	\$54,370

Section III. Status Change.

Effective July 1, 1995, the asterisk (*) is removed from the classification of MCSO Personnel Administrator, making this classification subject to the provisions of MCC 3.10 Merit System and changing the status of the incumbent from unclassified, non-Civil Service to classified, subject to Civil Service.

Section IV. General Adjustments.

The pay ranges of the exempt compensation plan shall be increased by 3.0%, effective July 1, 1995. These pay ranges, including the provisions of Section II, are shown in Exhibit A to this Ordinance and are adopted.

Section V. Salary for Sheriff.

The salary for the Sheriff shall be \$86,879.04 annually, prior to July 1, 1995. The Sheriff shall have his/her salary increased by 3.0%, effective July 1, 1995.

1 Section VI. Effect on Employees.

2 (A) Employees in classifications with pay ranges which have been revised in
3 Section II (C) of this Ordinance shall be deemed reclassified, and may receive salary
4 adjustments as authorized in Ordinance 778, Section IX. (A) and (B).

5 (B) Employees in positions described below shall receive no salary adjustment
6 as a result of Section IV of this Ordinance, unless an increase is necessary to meet the
7 requirement of Ordinance 778, Section IX (A). Such increases shall be limited to the
8 amount necessary to bring an employee to the minimum rate of his/her salary range.

9 (1) Elected Officials' Staff (marked with a triple asterisk (***) on Exhibit
10 A); and

11 (2) Department and Division Managers and Equivalent Positions (marked
12 with a plus sign (+) or a double plus sign (++) on Exhibit A).

13 (C) Except as provided in (B) above, each employee in a classification listed in
14 Exhibit A shall have his/her salary increased by 3.0%, effective July 1, 1995.

15 ADOPTED the 15th day of June, 1995, being the date of
16 its second reading before the Board of County Commissioners of Multnomah County,



18 By Beverly Stein
19 Beverly Stein, Chair
20 MULTNOMAH COUNTY, OREGON

21
22 REVIEWED:

23 Laurence Kressel
24 Laurence Kressel, County Counsel
25 of Multnomah County, Oregon

26 N:\DATA\EMP\SER\WPDATA\ISJA094

EXHIBIT A
EXEMPT PAY RANGES - Effective July 1, 1995

JOB TITLE	Min	Mid	Max
A & T Manager/Senior * +	\$59,083	\$70,899	\$82,716
AA/EEO Officer * +	\$48,604	\$58,325	\$68,046
Accounts Payable Supervisor	\$40,001	\$48,001	\$56,001
Administrative Analyst	\$32,906	\$39,487	\$46,068
Administrative Analyst/Senior	\$36,288	\$43,545	\$50,803
Administrative Serv Officer	\$41,986	\$50,384	\$58,781
Adult Housing Administrator	\$40,001	\$48,001	\$56,001
Aging Services Branch Admin	\$40,001	\$48,001	\$56,001
Aging Services Program Manager *	\$51,050	\$61,260	\$71,470
Alcohol/Drug Manager *	\$48,604	\$58,325	\$68,046
Animal Control Manager * +	\$51,050	\$61,260	\$71,470
Animal Control Supervisor	\$36,288	\$43,545	\$50,803
Appraisal Supervisor/Commercial	\$36,288	\$43,545	\$50,803
Appraisal Supervisor/Personal Prop	\$36,288	\$43,545	\$50,803
Appraisal Supervisor/Residential	\$36,288	\$43,545	\$50,803
Assessment Info Resource Mgr *	\$48,604	\$58,325	\$68,046
Asst County Counsel 1 *	\$38,090	\$45,708	\$53,326
Asst County Counsel 2 *	\$41,986	\$50,384	\$58,781
Asst County Counsel/Chief *	\$56,534	\$67,841	\$79,148
Asst County Counsel/Senior *	\$48,604	\$58,325	\$68,046
Benefits Administrator	\$44,081	\$52,897	\$61,713
Board of Equalization Admin	\$32,906	\$39,487	\$46,068
Bridge Maintenance Supervisor	\$36,288	\$43,545	\$50,803
Bridge Operations Supervisor	\$24,559	\$29,470	\$34,382
Bridge Services Manager *	\$48,604	\$58,325	\$68,046
Budget Analyst	\$34,559	\$41,471	\$48,383
Budget Analyst/Principal	\$44,081	\$52,897	\$61,713
Budget & Quality Manager * +	\$56,534	\$67,841	\$79,148
Captain *	\$63,722	\$70,092	\$76,462
Captain/Corrections *	\$58,936	\$64,830	\$70,723
Cartography Supervisor	\$32,906	\$39,487	\$46,068
Case Management Supervisor	\$36,288	\$43,545	\$50,803
Cataloging Administrator	\$46,287	\$55,545	\$64,802
Central Library Coordinator	\$46,287	\$55,545	\$64,802
Central Stores Supervisor	\$40,001	\$48,001	\$56,001
Chaplain *	\$31,342	\$37,611	\$43,879
Chief Appraiser/Commercial	\$46,287	\$55,545	\$64,802
Chief Appraiser/Residential	\$44,081	\$52,897	\$61,713
Chief Deputy/Sheriff's Office * +	\$72,190	\$79,409	\$86,627
Child & Adol Mental Health Mgr *	\$48,604	\$58,325	\$68,046
Circulation Administrator	\$36,288	\$43,545	\$50,803
Civil Process Supervisor	\$36,288	\$43,545	\$50,803
Clinical Supervisor	\$38,090	\$45,708	\$53,326

EXHIBIT A
EXEMPT PAY RANGES - Effective July 1, 1995

JOB TITLE	Min	Mid	Max
Comm Corrections Program Admin	\$41,986	\$50,384	\$58,781
Comm & Fam Serv Supp Serv Mgr *	\$48,604	\$58,325	\$68,046
Comm & Family Serv Mgr/Asst *	\$51,050	\$61,260	\$71,470
Community Services Admin	\$41,986	\$50,384	\$58,781
Computer Operations Admin	\$40,001	\$48,001	\$56,001
Construction Projects Admin	\$46,287	\$55,545	\$64,802
Contracts Administrator	\$40,001	\$48,001	\$56,001
Co-Principal Investigator	\$56,534	\$67,841	\$79,148
Corrections Counselor Supr	\$40,001	\$48,001	\$56,001
Corrections Program Admin	\$40,001	\$48,001	\$56,001
County Counsel * +	\$68,108	\$81,729	\$95,351
County Surveyor *	\$41,986	\$50,384	\$58,781
D A Investigator/Chief	\$34,559	\$41,471	\$48,383
D A Operations Manager *	\$40,001	\$48,001	\$56,001
Data Analyst/Senior	\$36,288	\$43,545	\$50,803
Data Base Administrator	\$44,081	\$52,897	\$61,713
Data Systems Administrator	\$40,001	\$48,001	\$56,001
Data Systems Manager *	\$44,081	\$52,897	\$61,713
Dental Health Officer * +	\$78,178	\$84,693	\$91,208
Dentist **	\$61,259	\$66,365	\$71,470
Dentist/Senior	\$67,524	\$73,336	\$79,148
Department Director/Aging * +	\$68,108	\$81,729	\$95,351
Department Director/CFS * +	\$68,108	\$81,729	\$95,351
Department Director/DCC * +	\$68,108	\$81,729	\$95,351
Department Director/DES * +	\$68,108	\$81,729	\$95,351
Department Director/Health * +	\$68,108	\$81,729	\$95,351
Department Director/JJS * +	\$68,108	\$81,729	\$95,351
Deputy Director/DCC * +	\$51,050	\$61,260	\$71,470
Deputy Director/Library * +	\$59,083	\$70,899	\$82,716
Deputy Dist Atty/First Asst */***	\$0	\$0	\$0
Deputy District Attorney/Chief */***	\$0	\$0	\$0
Detention Programs Admin	\$41,986	\$50,384	\$58,781
Detention Reform Proj Mgr *	\$44,081	\$52,897	\$61,713
Developmental Disabil Manager *	\$48,604	\$58,325	\$68,046
Dir/Comm on Children & Family *	\$44,081	\$52,897	\$61,713
Distribution Supervisor	\$31,342	\$37,611	\$43,879
District Manager/DCC * +	\$48,604	\$58,325	\$68,046
Elections Administrator	\$38,090	\$45,708	\$53,326
Elections Manager * +	\$51,050	\$61,260	\$71,470
Emergency Management Admin +	\$41,986	\$50,384	\$58,781
Employee Services Manager * +	\$51,050	\$61,260	\$71,470
Employee Services Specialist 1	\$31,342	\$37,611	\$43,879
Employee Services Specialist 2	\$36,288	\$43,545	\$50,803

EXHIBIT A

EXEMPT PAY RANGES - Effective July 1, 1995

JOB TITLE	Min	Mid	Max
Employee Services Spec/Senior	\$38,090	\$45,708	\$53,326
EMS Medical Director *	\$99,738	\$116,958	\$134,178
Engineering Services Admin	\$40,001	\$48,001	\$56,001
Equipment Unit Administrator	\$40,001	\$48,001	\$56,001
Executive Assistant */***	\$0	\$0	\$0
Facilities Maintenance Manager *	\$48,604	\$58,325	\$68,046
Facilities Maintenance Supr	\$38,090	\$45,708	\$53,326
Facilities Manager/Senior * +	\$56,534	\$67,841	\$79,148
Facilities Refurbishment Admin	\$44,081	\$52,897	\$61,713
Family Services Manager * +	\$48,604	\$58,325	\$68,046
Finance Manager * +	\$53,604	\$64,325	\$75,046
Fiscal Officer/Sheriff's Office	\$51,050	\$61,260	\$71,470
Fiscal Specialist Supervisor	\$40,001	\$48,001	\$56,001
Fiscal Specialist/Senior	\$36,288	\$43,545	\$50,803
Fleet Maintenance Supervisor	\$38,090	\$45,708	\$53,326
Fleet/Support Serv Manager * +	\$51,050	\$61,260	\$71,470
Foreclosed Property Coordinator	\$34,559	\$41,471	\$48,383
General Accounting Admin	\$44,081	\$52,897	\$61,713
Geographic Info Records Mgr *	\$48,604	\$58,325	\$68,046
Health Information Supervisor	\$29,854	\$35,824	\$41,795
Health Officer * +	\$90,114	\$105,909	\$121,703
Health Operations Supervisor	\$29,854	\$35,824	\$41,795
Health Services Administrator	\$46,287	\$55,545	\$64,802
Health Services Manager * ++	\$51,050	\$61,260	\$71,470
Health Services Manager/Senior * +	\$59,083	\$70,899	\$82,716
Health Services Specialist	\$34,559	\$41,471	\$48,383
Hispanic Services Coordinator	\$34,559	\$41,471	\$48,383
Information Serv Manager/Sr * +	\$56,534	\$67,841	\$79,148
Information Systems Manager *	\$48,604	\$58,325	\$68,046
Inmate Programs Manager *	\$53,604	\$64,325	\$75,046
Juvenile Couns Serv Manager *	\$48,604	\$58,325	\$68,046
Juvenile Counseling Admin	\$41,986	\$50,384	\$58,781
Juvenile Counselor Supervisor	\$40,001	\$48,001	\$56,001
Juvenile Detention Manager *	\$48,604	\$58,325	\$68,046
Juvenile Justice Program Mgr *	\$44,081	\$52,897	\$61,713
Juvenile Justice Program Supr	\$38,090	\$45,708	\$53,326
Labor Relations Manager * +	\$48,604	\$58,325	\$68,046
Labor Relations Manager/Deputy *	\$46,287	\$55,545	\$64,802
Labor Relations Specialist	\$34,559	\$41,471	\$48,383
Laundry Supervisor	\$29,854	\$35,824	\$41,795
Law Clerk *	\$31,342	\$37,611	\$43,879
Legislative/Admin Secretary */***	\$0	\$0	\$0
Library Administrator/Branch	\$44,081	\$52,897	\$61,713

EXHIBIT A
EXEMPT PAY RANGES - Effective July 1, 1995

JOB TITLE	Min	Mid	Max
Library Administrator/Central	\$44,081	\$52,897	\$61,713
Library Automated System Admin	\$46,287	\$55,545	\$64,802
Library Director * +	\$68,108	\$81,729	\$95,351
Library Entrepreneurial Activities Coord *	\$44,081	\$52,897	\$61,713
Library Manager/Branch	\$48,604	\$58,325	\$68,046
Library Manager/Central	\$48,604	\$58,325	\$68,046
Library Manager/Senior * +	\$53,604	\$64,325	\$75,046
Library Supervising Secretary	\$27,059	\$32,471	\$37,883
Library Supervisor/Branch	\$36,288	\$43,545	\$50,803
Library Supervisor/Central	\$36,288	\$43,545	\$50,803
Library Support Services Admin *	\$44,081	\$52,897	\$61,713
Library Technical Supervisor	\$31,342	\$37,611	\$43,879
Library Youth Services Coord * +	\$46,287	\$55,545	\$64,802
Lieutenant	\$59,553	\$65,511	\$71,469
Lieutenant/Corrections	\$55,075	\$60,583	\$66,090
Litigation Counsel *	\$53,604	\$64,325	\$75,046
Loss Control Specialist	\$34,559	\$41,471	\$48,383
M E D Program Manager *	\$48,604	\$58,325	\$68,046
Major *	\$65,629	\$72,191	\$78,752
Major/Corrections *	\$63,052	\$69,359	\$75,665
Management Assistant/DCC * +	\$44,081	\$52,897	\$61,713
Management Assistant/DES * +	\$44,081	\$52,897	\$61,713
Management Auditor 1 *	\$29,854	\$35,824	\$41,795
Management Auditor 2 *	\$32,906	\$39,487	\$46,068
Management Auditor/Senior *	\$36,288	\$43,545	\$50,803
MCSO Office Operations Supr	\$32,906	\$39,487	\$46,068
MCSO Personnel Administrator	\$44,081	\$52,897	\$61,713
Medical Director */** +	\$90,114	\$105,909	\$121,703
Office Automation Admin	\$44,081	\$52,897	\$61,713
Operations Administrator	\$36,288	\$43,545	\$50,803
Operations Supervisor	\$29,854	\$35,824	\$41,795
Operations/Telecomm Manager *	\$48,604	\$58,325	\$68,046
Payroll Supervisor	\$40,001	\$48,001	\$56,001
Pharmacist	\$48,001	\$52,001	\$56,001
Physician **	\$81,729	\$96,058	\$110,387
Planning Manager * +	\$51,050	\$61,260	\$71,470
Probation/Parole Supervisor	\$40,001	\$48,001	\$56,001
Program Development Spec/Sr	\$38,090	\$45,708	\$53,326
Program Services Admin/MHYFS	\$40,001	\$48,001	\$56,001
Property Management Supervisor	\$36,288	\$43,545	\$50,803
Property/Commissary/Laundry Admin	\$36,288	\$43,545	\$50,803
Public Affairs Coordinator	\$38,090	\$45,708	\$53,326
Public Guardian	\$41,986	\$50,384	\$58,781

EXHIBIT A
EXEMPT PAY RANGES - Effective July 1, 1995

JOB TITLE	Min	Mid	Max
Public Relations Coordinator * +	\$44,081	\$52,897	\$61,713
Purchasing Supervisor	\$40,001	\$48,001	\$56,001
Records Administrator	\$41,986	\$50,384	\$58,781
Risk Manager * +	\$46,287	\$55,545	\$64,802
Road Maint Systems Admin	\$40,001	\$48,001	\$56,001
Road Maintenance Manager *	\$48,604	\$58,325	\$68,046
Road Maintenance Supervisor	\$34,559	\$41,471	\$48,383
Safety Spec/Transportation	\$34,559	\$41,471	\$48,383
Selection/Acquisition Admin	\$46,287	\$55,545	\$64,802
Sheriff	\$68,108	\$81,729	\$95,351
Sheriff's Operations Admin	\$36,288	\$43,545	\$50,803
Stack Services Supervisor	\$31,342	\$37,611	\$43,879
Staff Assistant */***	\$0	\$0	\$0
Staff Assistant/Sheriff *	\$36,288	\$43,545	\$50,803
Systems Administrator	\$44,081	\$52,897	\$61,713
Tax Collection Manager *	\$48,604	\$58,325	\$68,046
Technical Support Manager *	\$48,604	\$58,325	\$68,046
Telecommunications Admin	\$44,081	\$52,897	\$61,713
Traffic Aids Manager *	\$48,604	\$58,325	\$68,046
Traffic Aids Supervisor	\$34,559	\$41,471	\$48,383
Training Administrator	\$44,081	\$52,897	\$61,713
Trans Planning Admin	\$40,001	\$48,001	\$56,001
Transportation Manager/Senior * +	\$59,083	\$70,899	\$82,716
Transportation Support Svc Mgr *	\$46,287	\$55,545	\$64,802
Treasury Administrator	\$44,081	\$52,897	\$61,713
Undersheriff * +	\$72,190	\$79,409	\$86,627
Valuation Manager *	\$53,604	\$64,325	\$75,046
Victim Services Administrator	\$40,001	\$48,001	\$56,001
Volunteer Prog/Bookstore Admin	\$44,081	\$52,897	\$61,713
Worker's Compensation Spec	\$34,559	\$41,471	\$48,383

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

**Premium pay up to 10% over base pay when Physician or Medical Director assigned extra responsibility for medical program or for in-patient hospital care; premium pay up to 10% when Physician or Dentist assigned to one of the correctional facilities.

*** Pay for elected official's staff to be determined by respective elected official pursuant to MCC 3.30.100 (B) (2).

+ Not eligible for COLA increase per Ord. No. 778 Section VIII (D) (1).

++ Some positions not eligible for COLA increase per Ord. No. 778 Section VIII (D) (1).

Attachment A
Appropriation Schedule

Attachment B
Amendments to Budget
Adopted 6-15-95

Attachment C
Response to Tax Sup.

6-16-95

Per Steve Warren
Attachment A will
not be finalized until
6-28-95 (approx). Will
attach @ that time.
Also Attachment C due
today.

Curie

MEETING DATE JUN 15 1995

AGENDA NUMBER R-5

AGENDA PLACEMENT FORM

SUBJECT: Resolution Adopting the 1995-96 Multnomah County Budget

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: June 15, 1995

Amount of Time Needed: 30 minutes

DEPARTMENT: Nondepartmental DIVISION Budget & Quality

CONTACT: Barry Crook or Dave Warren TELEPHONE : 248-3575 or 248-3822

BLDG/ROOM: 106/1400

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Board will meet to review, amend, and adopt the 1995-59 Multnomah County Budget

Attached to the resolution are:

1. a listing of appropriations by department by fund which reflects the spending in the Executive Budget and will be adjusted to reflect any amendments made by the Board. The resolution refers to this as Attachment A
2. a listing of proposed amendments. The resolution refers to this as Attachment B.

If Tax Supervising makes recommendations to which the Board must respond, an additional attachment to the resolution will be added, Attachment C, documenting the recommendations and the Board's responses.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1995 JUN - 6 PM 5:02
CLERK OF BOARD OF
MULTNOMAH COUNTY
OREGON

9/5/95 CORRECTED ATTACHMENT
A - ORIGINAL, PUBLIC ACCESS &
FILE COPIES



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

PLANNING & BUDGET

PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Dave Warren, Principal Budget Analyst

TODAY'S DATE: June 6, 1995

REQUESTED PLACEMENT DATE: June 15, 1995

SUBJECT: Adopting the 1995-96 Budget

I. Recommendation / Action Requested:

Adopt the Budget. At the time of adoption, the Board can amend the budget to include anything up to a 10% increase in any fund.

II. Background / Analysis:

Adoption of the budget sets the upper limit on departmental spending during the next year. Numerous amendments have been proposed that will alter the spending plan in the existing document. Most of these amendments are technical in nature (correct errors, reclassify positions, move appropriations between organizations or line items without changing programs), add unbudgeted revenues, carry over expenditures authorized in 1993-94 where the item could not be delivered by June 30 or the project cannot be completed. A number of amendments affect program content. The technical, revenue, and carryover amendments, I recommend the Board approve as a block. The program amendments should be voted on individually.

III. Financial Impact:

.

IV. Legal Issues:

None

V. Controversial Issues:

None other than the normal discussions that surround funding decisions.

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

Citizen comment has been made on the budget at several hearings. Citizens may wish to testify as the document is adopted.

VIII. Other Government Participation:

N/A

AMENDMENTS -- June 15, 1995

Dept & Number	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
<u>RESERVED FOR REVIEW IN JULY</u> <u>IN CONJUNCTION WITH EFFECT OF STATE CUTS</u>				
ASD 2	Increase emergency/ transportation	45,315	0.00	(45,315)
ASD 1	Add East County office	84,588	0.00	(84,588)
ASD 3	Multi-ethnic outreach	69,439	0.00	(69,439)
ASD 4	Additional Public Guardian staff	37,358	1.50	(37,358)
ASD 5	Additional protective services staff	23,264	1.00	(23,264)
CFS 3	Mental Health for homeless youth	55,554	1.00	(55,554)
DES 2	Staff time to coordinate bridge lighting	20,000	0.00	(20,000)
DES 3	Archivist	39,210	1.00	(39,210)
MCSO 2	Enhance Target Cities program	43,004	1.00	(43,004)
MCSO 3	Jail population data analysis position	44,652	1.00	(44,652)
MCSO 6	Annualize funding for Warehouse Jail	410,000 ?		(410,000)
MCSO 4	Warrants backlog staff	152,886	3.00	(152,886)
MCSO 7	Temporary Restraining Order staff	133,227	2.00	(133,227)
	<i>The Board requests an analysis of the possibility of combining these requests, reprioritizing duties, or using overtime to partially address these problems</i>			
DES 1A	Custodial enhancements - contract monitor	48,130	1.00	(48,130)
DES 1B	Custodial enhancements - carpet cleaning	50,000	0.00	(50,000)
DES 1C	Custodial enhancements - window washing	50,000	0.00	(50,000)
	<i>The Board requests a briefing on the issue of custodial contracts and possible ways to enhance service</i>			
JJD	Training	10,000	0.00	(10,000)
DA 11	Remodeling of Courthouse 8th floor	75,000	0.00	(75,000)
CFS	Early Childhood Coordinator Position	51,747	1.00	(50,000)
HD	Outside-In pre-natal and needle exchange	20,000	0.00	(20,000)
SUBTOTAL FOR REVIEW IN JULY		1,463,374	13.50	(1,461,627)

SUMMARY OF GENERAL FUND CONTINGENCY STATUS

Approved Budget Contingency **1,877,000**

Program Amendments June 14 245,994
NOND 1 (9,000)
Revenue Amendments (209,411)
Carryover Amendments 1,503
Technical Amendments (13,144)

Adopted Budget Contingency **1,892,942**
Normal Contingency (based on use) (1,250,000)

Balance for allocation **642,942**

	<u>Total Amt.</u>	<u>OTO</u>	<u>Ongoing</u>
Balance for allocation	642,942	210,000	432,942
Budget Note 9 - JJD community svcs	(361,500)	0	(361,500)
Balance available	281,442	210,000	71,442

Potential Contingency Requests

Budget Note 2

Triage Center	unknown	unknown	unknown
DA AmeriCorps grant match	(61,700)	0	(61,700)
East County Senior Center	(84,588)	0	(84,588)
Anti-Violence Education	(35,000)	0	(35,000)
Inverness Jail Annex	(410,000)	0	(410,000)
Budget Note 4 - Animal Control	(10,000)	0	(10,000)
Budget Note 14 - MCDC courts	unknown	unknown	unknown
Budget Note 15 - VORP/PIC/CASA	(45,000)	0	(45,000)

July Review

Potential State Restorations	unknown	unknown	unknown
ASD 2 - Emergency transportation	(45,315)	0	(45,315)
ASD 1 - East County Senior Center	above	0	above
ASD 3 - Multi-ethnic outreach	(69,439)	0	(69,439)
ASD 4 - Public Guardian staff	(37,358)	0	(37,358)
ASD 5 - Protective svcs staff	(23,264)	0	(23,264)
CFS 3 - Mental health for homeless youth	(55,554)	0	(55,554)
DES 2 - bridge lighting	(20,000)	(20,000)	0
DES 3 - Archivist	(39,210)	0	(39,210)
MCSO 2 - enhance Target Cities	(43,004)	0	(43,004)
MCSO 3 - Justice data analysis position	(44,652)	0	(44,652)
MCSO 6 - Inverness Jail Annex	above	0	above
MCSO 4 - Warrants backlog staff	(152,886)	0	(152,886)
MCSO 7 - Temp restraining order staff	(133,227)	0	(133,227)
DES 1 - custodial enhancements	(148,130)	0	(148,130)
JJD - training	(10,000)	0	(10,000)
DA 11 - Remodel Courthouse 8th Floor	(75,000)	(75,000)	0
CFS - Early childhood coordinator	(51,747)	0	(51,747)
HD - Outside-In	(20,000)	(10,000)	(10,000)

SUBTOTAL POTENTIAL REQUESTS **(1,615,074)** **(105,000)** **(1,510,074)**



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

BUDGET & QUALITY
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Chair Beverly Stein
Commissioner Dan Saltzman
Commissioner Gary Hansen
Commissioner Tanya Collier
Commissioner Sharron Kelley

FROM: Dave Warren *DCW*

DATE: June 19, 1995

SUBJECT: Responses to Tax Supervising

Attached is a draft of my suggestions for responses to Tax Supervising's recommendations. I am abashed at asking for help in wordsmithing, but I would welcome any changes suggested by any of you. The responses will be made official by transmitting them to Tax Supervising next week, so I would appreciate revisions or suggestions by Friday, June 23.

c. Carrie Parkerson}

ATTACHMENT C -- RESPONSES TO TAX SUPERVISING

Recommendation 1 Declining or Deficit Fund Balances

a. General Fund Balance . . . We recommend you continue to closely monitor your general fund reserve, and set a target for its actual balance. The target amount should be correlated with anticipated operating demands not only within the general fund, but also for those funds such as Federal/State and CareOregon with significant operating budgets, yet no reserves.

The Board agrees to continue contributing \$1.5 million annually into a General Fund reserve. The current plan is to bring that reserve to five percent of General Fund expenditures. When the reserve reaches that size, the Board will consider what the appropriate amount should be, taking into account funds other than the General Fund that might potentially impact the amount that should be set aside.

b. Library Serial Levy Fund Balance The Library Serial Levy fund balance has been reduced from \$3.8m in 92/93 to an estimate \$0.2m in 95/96. The drawdown when combined with higher operating costs expected to result from the re-opening of the Midland branch library will likely place increased demands on the County's general fund. We recommend you anticipate these increased demands, and develop a financial plan that accommodates them.

The Board agrees that the demands of operating the library system need to be accurately estimated, particularly since completion of the Central Library and the new Midland Branch will affect the operations of the system in 1996-97. This review will take place as the Board prepares a proposal for a Library Levy or Tax Base increase in 1996.

c. CareOregon Fund Deficit . . . We recommend you continue to closely monitor the solvency of this fund and the collectability of recorded receivables. Local budget law does not allow for deficit fund balances. Any future deficits should be covered with other available resources.

The Board agrees that the CareOregon Fund should not run a deficit. From a legal standpoint, the Board will take action to cover any deficit that exists at the end of 1994-95, although no such deficit is anticipated. From a policy standpoint, it is not the intention of the Board to subsidize the operations of the CareOregon Fund and if the revenues in the fund will not cover costs, the Board will consider terminating involvement in the program.

2. *Reliance on Serial Levies to Fund On-Going, Essential Services* . . . We recommend you reduce your reliance on limited term revenues by incorporating the existing serial levies into an expanded tax base request.

The Board has adopted a policy on the question of using short term revenue to fund ongoing services. In planning for the 1996-97 replacements of the existing Jail and Library serial levies, the Board will consider whether to attempt to implement this policy by requesting an increase in the Tax Base or whether to place dedicated serial levies on the ballot.

3. *Intergovernmental Revenue Estimates/Backfill Policy . . . We recommend you continue to monitor actual grant awards/receipts throughout the year as they relate to the amounts budgeted. Also, we recommend you establish a policy regarding the backfilling of any incurred shortfalls.*

The Board agrees that the County should continue to monitor actual grant awards and receipts to make sure that the expenditures dependent on these dedicated revenues do not exceed the money actually available. The Board also agrees that consideration of a policy on backfilling incurred shortfalls might be a valuable discussion. During the fall, the Board intends to review indirect cost recovery, and at that time may also consider the question of backfilling as part of a general discussion of the question of subsidizing grant-funded programs.

4. *Expenditure Estimates - Assumed Position Vacancies . . . We recommend you track actual vacancies as they relate to the plan. You may also wish to adjust your five year forecast to reflect the lower "turnback" rates that will likely result from this change.*

The Board agrees that expenditures will need close attention in 1995-96 so that the estimated savings do not slip away. Financial forecasts for future years will reflect spending levels that account for the difference between authorized staffing and authorized expenditures.

5. *Capital Facility Needs . . . We recommend you attempt to stay even with this backlog by including within your operating forecast the estimated annual \$3m requirement. Also, as discussed, the Commission would be happy to join with you and other affected local governments to discuss and analyze seismic code requirements and their estimated aggregate financial impact on Multnomah County residents.*

The County is currently engaged in preparation of a strategic plan for capital facilities. The plan should be completed during this calendar year. Part of that plan will be identification of how to pay for the facilities work that needs to be completed. The Board welcomes the Tax Supervising willingness to assist in coordinating the response to seismic code requirements on local governments in the county.

6. *Performance Measurement* -- The twelve urgent benchmarks recently adopted by the Portland-Multnomah Progress Board provide a framework for focusing the resources and performance of Multnomah County. . . .

The County's involvement with benchmarking is expected to provide a forum for planning strategic direction as well as measuring the health of the community. The Board thanks Tax Supervising for its interest in this process. Note that the twelve urgent benchmarks are those selected by Multnomah County. The Portland-Multnomah Progress Board has identified its own list of benchmarks which overlap with the County's but do not reflect the same emphases.

7. *Budget Document* -- The quality of the County's budget document is excellent. . . . We congratulate you on a job well done, and also commend you for receipt of the GFOA's distinguished budget award.

The Board appreciates the remarks of the Tax Supervising and Conservation Commission, and also appreciates the efforts made by Tax Supervising staff in scheduling its hearing, providing advance information, and taking extra pains to provide the letter of certification so that the County budget process could proceed according to its own schedule.

Objection:

8. *Debt Service Estimates*

a. General Obligation Bond Debt Service The 1994-95 debt service fund appropriations need to be increased (via a general fund transfer) to cover for newly issued library g/o bond debt service. In addition, the 95-96 budget should include a transfer back from the debt service fund to the general fund to reflect repayment of the 94/95 loan.

The Board agrees with the solution suggested by Tax Supervising and has amended the 1995-96 Budget to implement the required changes.

b. Certificate of Participation Debt Service The approved budget does not include a debt service appropriation for approximately \$250,000 in expected certificate of participation interest. Appropriations within the facilities and capital lease funds should be adjusted to reflect the anticipated costs.

The Board agrees with the solution suggested by Tax Supervising and has amended the 1995-96 Budget to implement the required changes.

**ATTACHMENT A
APPROPRIATION SCHEDULE**

General Fund

Aging Services	1,694,329
Juvenile Justice	14,886,731
Health	7,587,457
Community Corrections	3,574,663
District Attorney	9,798,182
Sheriff	41,564,096
Environmental Services	8,975,901
Nondepartmental	21,623,907
Cash Transfers	
Federal/State Fund	45,088,348
County School Fund	1,301,520
Library Fund	6,510,416
Jail Levy Fund	91,193
Assessment and Taxation Fund	7,553,847
Justice Services Special Operations	109,776
Capital Improvement Fund	2,250,000
Recreation Fund	10,300
Contingency	1,877,000
Total Appropriations	64,792,400

Road Fund

Sheriff	154,247
Environmental Services	39,004,973
Cash Transfers	
General Fund	50,000
Bicycle Path Fund	46,814
Willamette River Bridges	3,328,489
Contingency	208,111
Total Appropriations	3,633,414

**ATTACHMENT A
APPROPRIATION SCHEDULE**

Cash Transfers

Federal/State Fund	45,088,348
County School Fund	1,301,520
Library Fund	6,510,416
Jail Levy Fund	91,193
Assessment and Taxation Fund	7,553,847
Justice Services Special Operations	109,776
Capital Improvement Fund	2,250,000
Recreation Fund	10,300

Contingency 1,877,000

Total Appropriations 174,497,666

Road Fund

Sheriff

Personal Services	0
Materials & Services	154,247
Capital Outlay	0
Total	154,247

Environmental Services

Personal Services	6,980,098
Materials & Services	21,792,133
Capital Outlay	10,232,742
Total	39,004,973

Cash Transfers

General Fund	50,000
Bicycle Path Fund	46,814
Willamette River Bridges	3,328,489

Contingency 208,111

Total Appropriations 42,792,634

Emergency Communications Fund

Sheriff

Personal Services	0
Materials & Services	86,537
Capital Outlay	0
Total	86,537

**ATTACHMENT A
APPROPRIATION SCHEDULE**

Natural Areas Acquisition Fund

Environmental Services

Personal Services	0	
Materials & Services	216,177	
Capital Outlay	<u>1,621,814</u>	

	Total	1,837,991
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Cash Transfer

	General Fund	21,850
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	Total Appropriations	1,859,841
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Bicycle Path Construction Fund

Environmental Services

Personal Services	0	
Materials & Services	11,413	
Capital Outlay	<u>88,447</u>	

	Total	99,860
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Recreation Fund

Environmental Services

Personal Services	0	
Materials & Services	403,970	
Capital Outlay	<u>0</u>	

	Total	403,970
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Federal/State Fund

Community and Family Services

Personal Services	19,630,097	
Materials & Services	64,474,248	
Capital Outlay	<u>89,205</u>	

	Total	84,193,550
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Aging Services

Personal Services	2,609,846	
Materials & Services	6,656,235	
Capital Outlay	<u>48,200</u>	

	Total	9,314,281
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Juvenile Justice

Personal Services	1,714,431	
Materials & Services	1,864,504	
Capital Outlay	<u>126,045</u>	

	Total	3,704,980
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Health

Personal Services	35,007,515	
Materials & Services	19,990,953	
Capital Outlay	<u>222,282</u>	

	Total	55,220,750
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**ATTACHMENT A
APPROPRIATION SCHEDULE**

Community Corrections

Personal Services	12,765,398
Materials & Services	13,457,045
Capital Outlay	<u>45,726</u>

Total	26,268,169
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District Attorney

Personal Services	1,631,233
Materials & Services	698,718
Capital Outlay	<u>43,406</u>

Total	2,373,357
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Sheriff

Personal Services	1,076,006
Materials & Services	254,710
Capital Outlay	<u>5,000</u>

Total	1,335,716
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Nondepartmental

Personal Services	362,363
Materials & Services	92,167
Capital Outlay	<u>0</u>

Total	454,530
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Total Appropriations

182,865,333

County School Fund

Nondepartmental

Personal Services	0
Materials & Services	1,555,087
Capital Outlay	<u>0</u>

Total	1,555,087
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Tax Title Fund

Environmental Services

Personal Services	244,057
Materials & Services	1,489,193
Capital Outlay	<u>0</u>

Total	1,733,250
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Animal Control Fund

Cash Transfer

General Fund	1,155,700
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**ATTACHMENT A
APPROPRIATION SCHEDULE**

Willamette River Bridges Fund

Environmental Services

Personal Services	2,084,735
Materials & Services	1,034,967
Capital Outlay	<u>2,463,300</u>

Total	5,583,002
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Library Serial Levy Fund

Library

Personal Services	12,968,114
Materials & Services	7,986,132
Capital Outlay	<u>184,850</u>

Total	21,139,096
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Fair Fund

Environmental Services

Personal Services	0
Materials & Services	38,355
Capital Outlay	<u>0</u>

Total	38,355
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Convention Center Fund

Nondepartmental

Personal Services	0
Materials & Services	4,700,000
Capital Outlay	<u>0</u>

Total	4,700,000
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Land Corner Preservation Fund

Environmental Services

Personal Services	0
Materials & Services	690,165
Capital Outlay	<u>350,000</u>

Total	1,040,165
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Inmate Welfare Fund

Juvenile Justice

Personal Services	0
Materials & Services	47,000
Capital Outlay	<u>0</u>

Total	47,000
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**ATTACHMENT A
APPROPRIATION SCHEDULE**

Sheriff

Personal Services	241,521	
Materials & Services	809,296	
Capital Outlay	<u>30,000</u>	
Total		1,080,817

Total Appropriations

1,127,817

Jail Levy Fund

Health

Personal Services	1,251,110	
Materials & Services	527,028	
Capital Outlay	<u>5,500</u>	
Total		1,783,638

Community Corrections

Personal Services	0	
Materials & Services	1,669,908	
Capital Outlay	<u>0</u>	
Total		1,669,908

Sheriff

Personal Services	10,039,444	
Materials & Services	2,737,105	
Capital Outlay	<u>59,094</u>	
Total		12,835,643

Total Appropriations

16,289,189

Assessment and Taxation Fund

Environmental Services

Personal Services	7,154,975	
Materials & Services	3,214,514	
Capital Outlay	<u>158,310</u>	
Total		10,527,799

Justice Services Special Operations Fund

Community Corrections

Personal Services	538,659	
Materials & Services	67,937	
Capital Outlay	<u>3,000</u>	
Total		609,596

District Attorney

Personal Services	180,301	
Materials & Services	1,479,839	
Capital Outlay	<u>3,000</u>	
Total		1,663,140

**ATTACHMENT A
APPROPRIATION SCHEDULE**

Sheriff

Personal Services	1,103,573	
Materials & Services	1,014,035	
Capital Outlay	<u>33,045</u>	
Total		2,150,653

Total Appropriations		4,423,389
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Capital Lease Retirement Fund

Nondepartmental

Personal Services	0	
Materials & Services	6,296,418	
Capital Outlay	<u>0</u>	
Total		6,296,418

Library Bond Sinking Fund

Nondepartmental

Personal Services	0	
Materials & Services	2,483,752	
Capital Outlay	<u>0</u>	
Total		2,483,752

Cash Transfer

General Fund	0
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Total Appropriations	2,483,752
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Equipment Lease/Purchase Fund

Nondepartmental

Personal Services	0	
Materials & Services	65,000	
Capital Outlay	<u>1,668,317</u>	
Total		1,733,317

Lease/Purchase Project Fund

Environmental Services

Personal Services	0	
Materials & Services	1,465,000	
Capital Outlay	<u>14,462,044</u>	
Total		15,927,044

**ATTACHMENT A
APPROPRIATION SCHEDULE**

Library Construction Fund

Environmental Services

Personal Services	0	
Materials & Services	905,000	
Capital Outlay	<u>25,575,000</u>	
Total		26,480,000

Capital Improvement Fund

Environmental Services

Personal Services	623,566	
Materials & Services	1,050,114	
Capital Outlay	<u>4,324,317</u>	
Total		5,997,997

Assessment District Operating Fund

Cash Transfer

General Fund	8,000
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Entrepreneurial Initiatives Fund

Library

Personal Services	75,969	
Materials & Services	37,577	
Capital Outlay	<u>0</u>	
Total		113,546

CareOregon Fund

Health

Personal Services	1,166,254	
Materials & Services	47,221,276	
Capital Outlay	<u>18,000</u>	
Total		48,405,530

Insurance Fund

Nondepartmental

Personal Services	1,321,082	
Materials & Services	20,481,793	
Capital Outlay	<u>23,748</u>	
Total		21,826,623

Contingency

8,252,387

Total Appropriations

30,079,010

Fleet Fund

Environmental Services

Personal Services	1,215,968
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**ATTACHMENT A
APPROPRIATION SCHEDULE**

Materials & Services	1,404,039	
Capital Outlay	<u>1,844,000</u>	
Total		4,464,007
Contingency		1,377,661
Total Appropriations		5,841,668

Telephone Fund

Environmental Services

Personal Services	386,045	
Materials & Services	2,099,388	
Capital Outlay	<u>384,482</u>	
Total		2,869,915
Contingency		34,532
Total Appropriations		2,904,447

Data Processing Fund

Environmental Services

Personal Services	3,508,561	
Materials & Services	3,390,166	
Capital Outlay	<u>1,123,300</u>	
Total		8,022,027
Contingency		193,601
Total Appropriations		8,215,628

Distribution Fund

Environmental Services

Personal Services	345,322	
Materials & Services	905,425	
Capital Outlay	<u>0</u>	
Total		1,250,747
Contingency		60,499
Total Appropriations		1,311,246

**ATTACHMENT A
APPROPRIATION SCHEDULE**

Facilities Management Fund

Environmental Services

Personal Services	3,637,411
Materials & Services	15,332,090
Capital Outlay	<u>28,000</u>

Total	18,997,501
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Cash Transfer

Capital Improvement Fund	750,000
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Total Appropriations

19,747,501

Trust and Agency Funds

Sheriff's Revolving Fund	135,000
Medical Examiner	5,000
Animal Control Grooming Area	1,000
Animal Control Adoption Outreach	10,000
Public Guardian Trust	1,950,000

AMENDMENTS --- June 15, 1995

Dept & Number	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
<u>PROGRAM AMENDMENTS</u>				
<u>AGREED TO JUNE 14</u>				
ASD 6	Planning for Bretwood/Darlington - salary savings	29,000	0.00	0
CFS 17	Increases Target Cities revenues	1,075,323	10.80	30,148
CFS 1a (rev)	DD transition (half year) to be supplemented	80,560	0.00	(80,000)
CFS 20a (rev)	Mentally ill felon diversion from jails (STOP modl)	37,259	0.00	(37,000)
CFS 22	Cuts early childhood coordinator position	(51,747)	(1.00)	50,000
CFS 2a (rev)	Supplement CARES (October start)	106,814	1.50	(103,169)
DA 1	Paternity rights education project	82,000	1.00	(22,721)
DA 8	Increase VAPAG revenue	0	0.00	10,000
DA 9	Increase Discovery revenue, use for supplies	0	0.00	15,000
DES 18	Energy Program	556,331	0.00	0
DES 4	Support for Edgefield Station - from CIP	20,000	0.00	0
HD 12	Cuts Health Educators and shifts Funds in Postponing Sexual Involvement from Personal Serv. to Professional Services	0	(1.10)	0
HD 13	Violence reduction education (half from other sources)	35,000	0.00	(35,000)
HD 2	Lane Middle School	189,117	?	(189,117)
JJD 14	Six month funding of VORP/PIC/CASA	45,000	0.00	(45,000)
JJD 15	Morrison Ctr/Mt. Scott Summer Learning	38,500	0.00	(38,500)
JJD 16	Delay start up of community programs	(38,500)	0.00	38,500
JJD 17	Reserve community programs in contingency	(361,500)	0.00	361,500
JJD 7	Converts Project Payback PT to position	41,000	1.00	285
JJD 8	Adds Day Reporting posn, reprograms Casey	43,719	1.00	1,931
Lib 5	shift storage move costs to Bond Fund	0	0.00	16,000
MCSO 16	Salary savings	(480,000)	0.00	480,000
MCSO	Add Inverness Annex staff, move food contract savings	200,000	?	(200,000)
NOND 1	Auditor Courthouse Study	20,000	0.00	0
NOND 10	Carryover Criminal Justice Model	71,126	0.00	0
NOND 17	Carryover \$55,000 County Counsel for equip.	55,000	0.00	0
NOND 18	Carryover 5,000 to reimburse CIP for work on jail siting	5,000	0.00	0
NOND 8	Support for PMCoA	7,532	0.00	(7,532)
SUBTOTAL DECIDED 6/14		1,806,534	13.20	245,325
<u>ADDITIONAL PROGRAM AMENDMENT</u>				
NON 1	Incentive Awards for Exempt employees	9,000	0.00	(9,000)

AMENDMENTS --- June 15, 1995

Dept & Number	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
REVENUE AMENDMENTS				
ASD 7	Adds Medicaid Case Mgr and temp, reclasses based on Medicaid funds	64,872	1.00	2,160
ASD 8	Increases private assessments revenue	6,021	0.00	96
ASD 9	Increases IIIB, Rental income and Title XVIII rev.	49,176	0.00	497
CFS 11	Increases Great Start, Level 7 carryover	516,591	0.00	3,591
CFS 14	Adds City revenues, cuts DHR funds for Int. Svcs	12,951	0.00	0
CFS 16	State mental health grant carryover	2,386,247	0.00	0
CFS 18	Increases YEPP revenues, used for pass through	36,524	0.00	0
CFS 19	Adjusts Child/Youth revs, sets aside \$82.5K for MCCF future allocation	353,862	0.00	3,202
CFS 6	Increases LIEAP rev.; use for prof svcs, computers	25,566	0.00	496
CFS 7	Increases CAPO revenues; adds 1.5 positions	239,327	1.50	6,086
CFS 8	Increase LIEAP rev., increase passthru, add 1FTE	1,452,671	1.00	11,565
DA 10	Increase CAMI grant	20,820	0.00	667
DA 2	Adjusts FINVEST grant	(11,601)	0.00	(257)
DA 3	Adds Byrne Anti-Drug Grant	82,594	1.00	4,406
DA 4	Adjusts Forfeiture to actual carryover amount	132,651	0.00	4,502
DA 6	Adds DDA to Neighborhood DA for Tri Met	63,639	1.00	0
DCC 1	Adjusts revenues for STOP I program	87,950	0.00	0
DCC 2	Adds STOP II grant	125,000	0.00	0
DES 14	Trans CMAQ	225,000	0.00	0
DES 16	Corner Eq Chg	(99,200)	0.00	0
HD 10	Increases Breast & Cervical Cancer Grant	28,724	(0.34)	0
HD 11	Increases Robert Wood Johnson Grant	17,000	0.25	0
HD 4	Corrects errors in personnel budget Increases Ambulance Fees Adds 2.65 FTE to Nurse Cuts Corrections Health. Adds 1 Eligibility Specialist. Adds .75 resource specialist. Cuts various positions and on call to restore nurses.	27,832	4.70	1,220
Hd 5	Reduces Linkage Grant, Increases NIDA Grant, Moves 3 Alcohol&Drug evaluation Spec to CFS	29,387	0.30	554
HD 7	Adds 1.4 million in Ryan White Grant funds, 1.3 is pass through	1,416,292	0.70	6,378
HD 9	Reduces Regional Detention Adds General Funds for JJD Health	5,345	0.00	(5,345)
JJD 10	Adds CSD revenue for loan of Juv. Couns. Supvr	89,275	1.00	0
JJD 11	Adds State revenue for 32 bed lease	0	0.00	88,320
JJD 12	Adjusts Regional Detention rev. for new leases	0	0.00	27,006
JJD 13	Reduces Washington Co. Debt Pmt for new bldg	0	0.00	(119,732)
JJD 5	Revises regional detention, adds PPS alt. schools	120,000	0.00	0
MCSO 5	Funding for Restitution Center at 120 bed level	0	0.00	(825,000)
MCSO 5a	Cuts High Impact State funding	(7,396,725)	0.00	(355,578)
MCSO 8	Outside funding for Work in Lieu of Jail	48,452	0.00	0

AMENDMENTS --- June 15, 1995

Dept & Number	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
NOND 13	Strategic Investment Program	20,000	0.00	0
REV 1	Increase Animal Control Revenue for FY94-95 Carryover	0	0.00	110,000
REV 2	Various Revenue Revisions	0	0.00	295,854
REV 3	Business Income Tax and carryover	0	0.00	251,220
REV 4	Interest on COP's for Juvenile	0	0.00	203,681
REV 5	Interest on video lottery	0	0.00	75,000
	SUBTOTAL REVENUE AMENDMENTS	176,243	12.11	(209,411)

AMENDMENTS --- June 15, 1995

Dept & Number	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
<u>CARRYOVER AMENDMENTS</u>				
CFS 4	Carryover weatherizat'n rebates to purchase van	14,119	0.00	0
DES 10	A&T C/O Offc Furn.	12,844	0.00	0
DES 12	A&T C/O Computers	35,235	0.00	0
DES 13	Trans Capital CO	(16,967)	0.00	0
DES 19	DES Admin CO	24,696	0.00	0
DES 20	FREDS Eq CO	3,000	0.00	0
DES 21	Planning C/O	10,000	0.00	0
DES 5	Fleet Capital C/O	263,200	0.00	0
DES 8	A/C Capital Carryover	14,408	0.00	0
DES 9	Various DP C/O	1,368,792	0.00	0
DES 23	Carryover Voice Mail - Telephone Fund	290,400	0.00	0
HD 8	Carries over \$15,000 for hand held inspection system in Restaurant Inspections	15,000	0.00	0
LIB 1	Carryover for library books and materials	208,427	0.00	0
LIB 3	Carryover of proceeds from sale of Central Library surplus equipment	48,708	0.00	0
MCSO 12	Carryover funds for jail bus	120,000	0.00	0
MCSO 13	Carryover 6% premium pay for First Responders	19,103	0.00	0
MCSO 14	Carryover fingerprint/video imaging equipment	121,349	0.00	0
MCSO 15	Carryover bar coding contract, costs	23,119	0.00	0
NOND 11	Carryover On-line Policies/Procedures	20,000	0.00	0
NOND 12	Carryover Sex Offender Program Evaluation	12,652	0.00	0
NOND 14	Carryover Chair's Office Equipment	22,460	0.00	0
NOND 16	Carryover \$10,000 HB 2004 revenue	10,000	0.00	0
NOND 18	Carryover Budget Office Equipment	12,034	0.00	0
NOND 19	Carryover Brentwood/Darlington contribution	200,000	0.00	0
NOND 2	Carryover of RESULTS Grants	10,912	0.00	0
NOND 4	Carryover Ptd Bldg Async Server	13,500	0.00	0
NOND 7	Carryover Columbia Gorge signage grant	39,356	0.00	1,503
SUBTOTAL CARRYOVER AMENDMENTS		2,916,347	0.00	1,503

AMENDMENTS --- June 15, 1995

Dept & Number	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
TECHNICAL AMENDMENTS				
CFS 10	Transfers 10 positions to contracts unit, reclasses 2PDS to Lead, 1 PDT to PDS, 1 PDS to .88 Eval Spec., 1 PDS to .29 PDT/.75 PDS	0	(0.58)	0
CFS 12	Shifts DD Pass Thru to Prof'l Svcs	524	0.00	0
CFS 13	Adjusts div mgmt salary, savings to computers	(134)	0.00	0
CFS 15	Adjusts Partners Proj. rev. (corrects rev. sources)	0	0.00	0
CFS 21	Cuts Medical Director posn, xfers funds to prof svcs	0	(0.50)	0
CFS 5	Reclassifies adult mental health positions	0	0.00	0
CFS 9	Adjusts weatherization expenditures	0	0.00	832
DA 7	Adjusts DDA positions	0	0.00	0
DES 15	Bridge Tech	0	0.00	0
DES 17	Facilities Reclasses	0	0.00	0
DES 22	A&T Tech between categories	0	0.00	0
DES 6	Fleet Adj	196,134	0.00	0
DES 7	Distribution Tech	12,829	0.00	0
HD 6	Adds and Drops positions in CareOregon budget, adds funds for move to County facility	25,573	0.00	2,024
JJD 6	Transfers staff, reclassifies posns	0	0.00	0
LIB 2	Reclassifications, Branch Administrator to Branch Manager, Clerk 1 to Clerk 2, and 3.5 Computer Techs to Computer System Operators	16,000	0.00	(16,000)
LIB 4	M&S to PS for Warehouse Worker	0	1.00	0
MCSO 10	Reclassify Fac Bldg Mgr to Equip Unit Admin	0	0.00	0
MCSO 11	Reclassify Comm Svc Off to Int Comm Svc Coord	457	0.00	0
MCSO 9	Reclassify W-house Workers to Equip/Prop Techs	92,081	0.00	0
NOND 15	Revises GO Bond Fund, Repays GF for 94-5	499,706	0.00	0
NOND 3	Purchasing Reorganization	0	0.00	0
NOND 5	Cap Lease Ret. 64 Juvenile Beds	378,201	0.00	0
NOND 6	Technical Commissioner Kelley M&S to PS - <i>Removed</i>	0	0.00	0
NOND 9	Technical Reclassifications in MCCF	0	0.55	0
SUBTOTAL TECHNICAL AMENDMENTS		1,221,371	0.47	(13,144)

PROPOSED BUDGET NOTES

1. The Sheriff will assist Sauvie Island Fire District in its capital needs in joining the new 911 system (assuming the continued Fire District commitment to capital funds already identified). The Board will encourage the Sauvie Island and Corbett Districts to make appropriate changes in their funding bases, to consult the County EMS office for possible funding, and/or to work with the User Board to provide ongoing operating funds.
2. The Board will consider contingency requests for:
 - additional resources for the Mental Health Triage Center,
 - matching funds for the District Attorney's AmeriCorps grant,
 - the establishment of an East County Senior Office after reinitiating discussions with the City of Gresham for matching funds and with the Gresham Seniors Inc. concerning their continuing role in using a County owned facility in Gresham for senior activities,
 - additional funding for the Anti-Violence Public Education Campaign, depending on the results of fund raising efforts,
 - full year funding of staff at the Inverness Jail Annex.
3. The Board recommends that the East and West Soil and Water Conservation Districts explore merger.
4. The Board requests Animal Control to participate with other jurisdictions in the development of a program to fund a technician to assist local jurisdictions in developing an approach to control problem wildlife, including coyotes. \$10,000 in additional animal control revenue from 1994-5 is included in Contingency if an acceptable plan is presented.
5. The Board intends to institute a restaurant awards program funded through program revenue, if allowed under state law.
6. The Board requests the Sheriff to explore the establishment of a booking fee in the corrections facilities.
7. The Board requests the Sheriff to return with suggestions for different approaches to use the beds at the Restitution Center now that the funding mix supporting the center has changed.
8. The Board is interested in exploring ways to reduce the costs associated with holding prisoners in hospitals when their medical conditions cannot be handled in corrections facilities. As a result, the Board requests that the Sheriff return in the Fall with a full briefing leading to a policy review process around this issue. Specifically, the Board requests:
 - analysis of the cost of housing prisoners at hospitals in comparison with possible expansion of medical services in the jails,
 - a report on the billing processes for health services provided to prisoners at County expense and the reimbursements achieved through these processes,
 - analysis of the potential to reduce costs by contracting with fewer hospitals for these services, preferably by contracting with a sole provider, and for combining this contract with negotiations for a mental health triage center.

PROPOSED BUDGET NOTES

Page 2

9. The Board will consider a transfer of up to \$361,500 from General Fund Contingency after reviewing the Juvenile Justice proposals for use of this appropriation for community services programs.
10. The Board requests Commissioner Kelley to arrange a briefing on countywide mediation efforts and on opportunities to use mediation in providing County services.
11. The Board intends to evaluate the success of the Teen Paternity Rights and Responsibilities Project by reviewing its success in establishing paternity and securing child support. The Board intends that the project should be coordinated within the school curriculum with abstinence and birth control education and that it should be coordinated with the Teen Pregnancy Coordinator in the Health Department.
12. Funding for Developmentally Disabled Transition Services is authorized pending Medicaid availability and SSI and/or family contributions and is scheduled to start in January or earlier if other resources are identified. If Medicaid is not available, it is the Board's intention not to supplement the program in 1995-96 beyond the \$80,000 from the General Fund, but to review alternative ways of using the General Fund support to assist this client group. The Board intends to annualize the program in 1996-97 at an amount reflective of the program's ability to leverage other resources. The Board's goal for the program is eventually to cause the State to accept it as a model and to implement it throughout the state.
13. It is the Board's intention to end ^{Remove} (unsupervised) matrix releases from County jails at the earliest possible date.
14. The Board requests the Sheriff to report in July on additional staffing requirements to permit additional courtroom use in the Justice Center courtrooms.
15. It is the intent of the Board to fully restore funding for VORP, PIC, and CASA from General Fund Contingency depending on evaluation and negotiations with these providers has been completed.
16. The Board's authorization to the Auditor to secure professional advice on courtroom use and standards is contingent on a work plan for use of the money and on agreement from the Facilities Client Committee.

Received on
6-15-95/9:15 AM

Regular Meeting
6-15-95
R-5

TAX SUPERVISING & CONSERVATION COMMISSION
MULTNOMAH COUNTY, OREGON

724 Mead Building 421 S.W. Fifth Avenue

Portland, Oregon 97204-2189 Voice (503) 248-3054
FAX (503) 248-3053 E Mail TSCC@aol.com

June 14, 1995

Board of County Commissioners
Multnomah County
1510 Portland Building
Portland, Oregon 97204

Dear Board Members:

The Tax Supervising and Conservation Commission met on June 8, 1995, to review, discuss and conduct a public hearing on the Multnomah County 1995-96 Annual Budget. This hearing was conducted pursuant to ORS 294.605-705 to confirm compliance with applicable laws and to determine the adequacy of estimates necessary to support the efficient and economical administration of the district.

The 1995-96 budget, filed May 9, 1995, is hereby certified by majority vote of members of the Commission with the following recommendations and objection. Aside from the exceptions noted, estimates were judged to be reasonable for the purpose shown and the document was found to be in substantial compliance with the law.

Recommendations:

1. Declining or Deficit Fund Balances

a. General Fund Balance

-The County's general fund balance is expected to decline approximately 20% in 94/95 from \$10.45m to \$8.32m. In addition, the 4/21/95 five year forecast indicates that further drawdowns in 95/96 (to \$5.4m) are anticipated. We recommend you continue to closely monitor your general fund reserve, and set a target for its actual balance. The target amount should be correlated with anticipated operating demands not only within the general fund, but also for those funds such as Federal/State and CareOregon with significant operating budgets, yet no reserves. Once established, care should be taken to ensure that current revenues and expenditures are budgeted such that the desired level is maintained.

b. Library Serial Levy Fund Balance

-The Library Serial Levy fund balance has been reduced from \$3.8m in 92/93 to an estimated \$0.2m in 95/96. The drawdown when combined with the higher operating costs expected to result from the re-opening of the Midland branch library will likely place increased demands on the County's general fund. We recommend you anticipate these increased demands, and develop a financial plan that accommodates them.

Commissioners

Richard Anderson, Tom Novick, Clarence Parker,
Charles Rosenthal, Ann Sherman

1. Declining or Deficit Fund Balances -continued

c. CareOregon Fund Deficit

-The CareOregon fund contained a deficit of \$567,000 as of June 30, 1994. The County's audited financial statement indicates plans to raise insurance rates to cover the deficit. We recommend you continue to closely monitor the solvency of this fund and the collectability of recorded receivables. Local budget law does not allow for deficit fund balances. Any future deficits should be covered with other available resources.

2. Reliance on Serial Levies to Fund On-Going, Essential Services

-The Auditor's recent financial condition report indicated that the County was becoming increasingly reliant upon limited duration revenues to fund its on-going operations. As you are aware, the library and jail serial levies constitute the vast majority of these type of revenues. The costs of essential services ideally should be matched with long term, stable funding sources. We recommend you reduce your reliance on limited term revenues by incorporating the existing serial levies into an expanded tax base request.

3. Intergovernmental Revenue Estimates/Backfill Policy

-It's our understanding that the award/receipt of various budgeted intergovernmental revenues is uncertain. Since the budget is only a plan, what's important isn't so much the individual estimates, but rather their accuracy in total. We recommend you continue to monitor actual grant awards/receipts throughout the year as they relate to the amounts budgeted. Also, we recommend you establish a policy regarding the backfilling of any incurred shortfalls.

4. Expenditure Estimates -Assumed Position Vacancies

-The County changed the way it budgets for personal service expenditures in 95/96 from that of recording the full costs of all authorized positions, to that of assuming position vacancies within certain departments. The change reduced budgeted personal service costs by approximately \$1.03m, and effectively gives those departments assuming vacancies less maneuvering room to meet unanticipated demands. We realize that the budgeted vacancy rates are less than those experienced in recent history. We recommend you track actual vacancies as they relate to the plan. You may also wish to adjust your five year forecast to reflect the lower "turnback" rates that will likely result from this change.

5. Capital Facility Needs

-The approved budget discloses a staggering amount of existing facility unfunded maintenance, capital improvement and seismic upgrade needs. We commend you for attempting to quantify these amounts, and also for responding to them, in part, through higher budgeted general fund capital contributions. We recommend you attempt to stay

5. Capital Facility Needs- continued

even with this backlog by including within your operating forecast the estimated annual \$3m requirement. Also, as discussed, the Commission would be happy to join with you and other affected local governments to discuss and analyze seismic code requirements and their estimated aggregate financial impact on Multnomah County residents.

6. Performance Measurement

-The twelve urgent benchmarks recently adopted by the Portland-Multnomah Progress Board provide a framework for focusing the resources and performance of Multnomah County. The fact that these identified goals include quality of life conditions that are affected by a myriad of factors makes it difficult for the County to measure its contribution towards their attainment. In other words, the lack of a direct cause and effect relationship between county services and the identified desired outcomes hinders your ability to gage the effectiveness of resource allocation decisions. We applaud you for your efforts to date, and support your plans to gather trend data and identify specific, quantified targets.

7. Budget Document

-The quality of the County's budget document is excellent. It's absolutely packed with relevant information including discussion of significant issues, trends, service descriptions, graphics etc. The five year forecast and transmittal letter are particularly informative. We congratulate you on a job well done, and also commend you for receipt of the GFOA's distinguished budget award.

Objection:

8. Debt Service Estimates

a. General Obligation Bond Debt Service

The 1994/95 debt service fund appropriations need to be increased (via a general fund transfer) to cover for newly issued library g/o bond debt service. In addition, the 95/96 budget should include a transfer back from the debt service fund to the general fund to reflect repayment of the 94/95 loan.

b. Certificate of Participation Debt Service

The approved budget does not include a debt service appropriation for approximately \$250,000 in expected certificate of participation interest. Appropriations within the facilities and capital lease funds should be adjusted to reflect the anticipated costs.


Budget estimates and levy amounts certified are identified on the attached schedule.

Please file a copy of the adopted budget and supporting documentation within 15 days of adoption. This filing should include a copy of the budget, a copy of each LB form, proof of publication and the adopting resolutions. Responses to Commission recommendations should be included in either the adopting resolution, or within an accompanying letter.

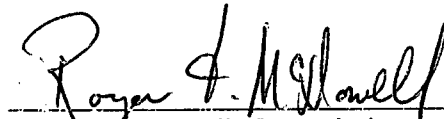
Please give us a call if we can assist in any way.

Yours very truly,

TAX SUPERVISING & CONSERVATION COMMISSION


Richard Anderson, Commissioner


Ann Sherman, Commissioner


Roger McDowell, Commissioner

CW:pj

Multnomah County 1995-96 Budget Certification
Schedule of Funds and Budget Estimates

Budget Estimates:	Unappropriated Balances	Fund Totals Certified
General Fund		\$ 179,607,466
Unappropriated Balance	\$ (5,110,000)	
Road Fund		42,792,634
Emergency Communications Fund		86,537
Federal State Fund		182,865,333
County School Fund		1,555,087
Tax Title Fund		1,733,250
Animal Control Fund		1,155,700
Library Serial Levy Fund		21,139,096
Fair Fund		38,355
Convention Center Fund		4,700,000
Inmate Welfare Fund		1,080,817
Jail Levy Fund		16,289,189
Assessment & Tax Fund		10,527,799
Justice Services Special Operating Fund		4,423,389
Land Corner Preserve Fund		1,040,165
Willamette River Bridge Fund		5,583,002
Natural Areas Acquisition Fund		1,859,841
Bicycle Path Construction Fund		99,860
Equipment Lease Purchase Fund		1,733,317
Lease Purchase Project Fund		15,927,044
Library Construction Fund		28,480,000
Unappropriated Balance	(2,000,000)	
Capital Improvement Fund		5,997,997
Assessment District Operating Fund		8,000
Insurance Fund		30,079,010
Fleet Fund		5,841,668
Telephone Fund		2,904,447
Facilities Management Fund		19,747,501
Data Processing Fund		8,215,628
Distribution Fund		1,311,246
Capital Lease Retirement Fund		11,334,451
Library Bond Sinking Fund		4,497,000
Unappropriated Balance	(1,763,395)	
CareOregon Fund		48,405,530
Library Entrepreneurial Initiative Fund		113,546

Multnomah County 1995-96 Budget Certification
Schedule of Funds and Budget Estimates - Continued:

	<u>Unappropriated Balances</u>	<u>Fund Totals Certified</u>
Recreation Fund		403,970
Trust & Agency Funds		2,101,000
Total Budget Estimates		<u>\$ 663,678,875</u>
Total Unappropriated Balance	<u>\$ (8,873,395)</u>	

Tax Levy:

General Fund - Tax Base	\$ 102,264,329
Debt Service Levy - Not Subject to Limit	3,334,766
Jail Levy - Outside Tax Base - Serial Ending 1995-96	16,536,272 *
Library Levy - Outside Tax base - Serial Ending 1995-96	<u>12,614,849 *</u>
Total Tax Levy	\$ 134,750,216

* Maximum dollar amounts that may be levied. Actual amounts are contingent upon assessed valuation. The county will be notified of any adjustments from TSCC after assessed values are received from the assessor's office in September.

Appropriations Schedule

Multnomah County, Oregon
Fiscal Year July 1, 1995 to June 30, 1996

GENERAL FUND (100)

<i>Aging Services</i>	Personal Services	1,015,597
	Materials & Services	587,025
	Capital Outlay	17,900
	<i>Agency Total</i>	<i>1,620,522</i>
<i>Juvenile Justice</i>	Personal Services	9,463,152
	Materials & Services	5,049,232
	Capital Outlay	47,347
	<i>Agency Total</i>	<i>14,559,731</i>
<i>Health Department</i>	Personal Services	6,219,901
	Materials & Services	1,427,888
	Capital Outlay	17,500
	<i>Agency Total</i>	<i>7,665,289</i>
<i>Community Corrections</i>	Personal Services	2,778,470
	Materials & Services	722,027
	Capital Outlay	0
	<i>Agency Total</i>	<i>3,500,497</i>
<i>District Attorney</i>	Personal Services	8,522,722
	Materials & Services	1,319,474
	Capital Outlay	18,605
	<i>Agency Total</i>	<i>9,860,801</i>
<i>Sheriff</i>	Personal Services	32,573,523
	Materials & Services	8,482,608
	Capital Outlay	230,919
	<i>Agency Total</i>	<i>41,287,050</i>
<i>Environmental Services</i>	Personal Services	4,993,463
	Materials & Services	3,967,385
	Capital Outlay	67,157
	<i>Agency Total</i>	<i>9,028,005</i>
<i>Nondepartmental</i>	Personal Services	7,406,819
	Materials & Services	14,377,998
	Capital Outlay	101,720
	<i>Agency Total</i>	<i>21,886,537</i>
<i>All Agencies</i>	Personal Services	72,973,647
	Materials & Services	35,933,637
	Capital Outlay	501,148
	<i>Agency Totals</i>	<i>109,408,432</i>
<i>Cash Transfers</i>	Federal State Fund	45,529,149
	County School Fund	1,301,520
	Library Fund	6,516,430
	Jail Levy Fund	182,834
	Assessment & Taxation Fund	7,604,156
	Justice Services Ops. Fund	109,776
	Capital Improvement Fund	2,255,000
	Recreation Fund	10,300
	<i>Total Cash Transfers</i>	<i>63,509,165</i>
<i>Contingency</i>		<i>1,896,392</i>
Total Appropriation		174,813,989

Appropriations Schedule

Multnomah County, Oregon
Fiscal Year July 1, 1995 to June 30, 1996

ROAD FUND (150)

<i>Sheriff</i>	Materials & Services	154,247
<i>Environmental Services</i>	Personal Services	6,980,098
	Materials & Services	21,792,133
	Capital Outlay	10,215,775
	<i>Agency Total</i>	<u>38,988,006</u>
<i>All Agencies</i>	Personal Services	6,980,098
	Materials & Services	21,946,380
	Capital Outlay	10,215,775
	<i>Agency Totals</i>	<u>39,142,253</u>
<i>Cash Transfers</i>	General Fund	50,000
	Bicycle Ways Fund	46,814
	Willamette River Bridges Fund	3,328,489
	<i>Total Cash Transfers</i>	<u>3,425,303</u>
	<i>Contingency</i>	108,280
Total Appropriation		42,675,836

EMERGENCY COMMUNICATIONS FUND (151)

<i>Sheriff</i>	Materials & Services	86,537
Total Appropriation		86,537

NATURAL AREAS ACQUISITION/PROTECTION FUND (153)

<i>Environmental Services</i>	Materials & Services	216,177
	Capital Outlay	1,621,814
	<i>Agency Total</i>	<u>1,837,991</u>
<i>Cash Transfers</i>	General Fund	21,850
Total Appropriation		1,859,841

BICYCLE PATH CONSTRUCTION FUND (154)

<i>Environmental Services</i>	Materials & Services	11,413
	Capital Outlay	88,447
	<i>Agency Total</i>	<u>99,860</u>
Total Appropriation		99,860

RECREATION FUND (155)

<i>Environmental Services</i>	Personal Services	0
	Materials & Services	403,970
	Capital Outlay	0
	<i>Agency Total</i>	<u>403,970</u>
Total Appropriations		403,970

Appropriations Schedule

Multnomah County, Oregon
Fiscal Year July 1, 1995 to June 30, 1996

FEDERAL STATE FUND (156)

<i>Community & Family</i>	Personal Services	15,723,769
	Materials & Services	69,552,566
	Capital Outlay	137,478
	Agency Total	85,413,813
<i>Aging Services</i>	Personal Services	7,278,194
	Materials & Services	7,309,877
	Capital Outlay	48,200
	Agency Total	14,636,271
<i>Juvenile Justice</i>	Personal Services	1,857,874
	Materials & Services	1,991,225
	Capital Outlay	126,045
	Agency Total	3,975,144
<i>Health Department</i>	Personal Services	34,938,247
	Materials & Services	21,525,181
	Capital Outlay	297,282
	Agency Total	56,760,710
<i>Community Corrections</i>	Personal Services	12,765,398
	Materials & Services	6,303,320
	Capital Outlay	45,726
	Agency Total	19,114,444
<i>District Attorney</i>	Personal Services	1,738,118
	Materials & Services	792,547
	Capital Outlay	43,244
	Agency Total	2,573,909
<i>Sheriff's Office</i>	Personal Services	1,076,463
	Materials & Services	254,253
	Capital Outlay	5,000
	Agency Total	1,335,716
<i>Non Departmental</i>	Personal Services	405,104
	Materials & Services	140,362
	Capital Outlay	0
	Agency Total	545,466
<i>All Agencies</i>	Personal Services	75,783,167
	Materials & Services	107,869,331
	Capital Outlay	702,975
	Agency Totals	184,355,473
Total Appropriation		184,355,473

COUNTY SCHOOL FUND (157)

<i>Non Departmental</i>	Materials & Services	1,555,087
Total Appropriation		1,555,087

TAX TITLE FUND (158)

<i>Environmental Services</i>	Personal Services	244,057
	Materials & Services	1,489,193
	Capital Outlay	0
	Agency Total	1,733,250
Total Appropriation		1,733,250

Appropriations Schedule

Multnomah County, Oregon
Fiscal Year July 1, 1995 to June 30, 1996

ANIMAL CONTROL FUND (159)

<i>Cash Transfers</i> General Fund	1,265,700
Total Appropriation	1,265,700

WILLAMETTE RIVER BRIDGES FUND (161)

<i>Environmental Services</i> Personal Services	2,084,735
Materials & Services	1,034,967
Capital Outlay	2,688,300
<i>Agency Total</i>	<i>5,808,002</i>
Total Appropriation	5,808,002

LIBRARY SERIAL LEVY FUND (162)

<i>Library Department</i> Personal Services	13,036,668
Materials & Services	8,126,005
Capital Outlay	184,850
<i>Agency Total</i>	<i>21,347,523</i>
<i>Contingency</i>	<i>40,000</i>
Total Appropriation	21,387,523

FAIR FUND (164)

<i>Environmental Services</i> Materials & Services	38,355
Total Appropriation	38,355

CONVENTION CENTER FUND (166)

<i>Non Departmental</i> Materials & Services	4,700,000
Total Appropriation	4,700,000

LAND CORNER PRESERVATION FUND (167)

<i>Environmental Services</i> Materials & Services	683,583
Capital Outlay	257,090
<i>Agency Total</i>	<i>940,673</i>
Total Appropriation	940,673

Appropriations Schedule

Multnomah County, Oregon
Fiscal Year July 1, 1995 to June 30, 1996

INMATE WELFARE FUND (168)

<i>Social Services</i>	Personal Services	0
	Materials & Services	67,000
	Capital Outlay	0
	<i>Agency Total</i>	<u>67,000</u>
<i>Sheriff's Office</i>	Personal Services	248,273
	Materials & Services	822,544
	Capital Outlay	30,000
	<i>Agency Total</i>	<u>1,100,817</u>
Total Appropriation		1,167,817

JAIL LEVY FUND (169)

<i>Health Department</i>	Personal Services	1,254,619
	Materials & Services	527,442
	Capital Outlay	5,500
	<i>Agency Total</i>	<u>1,787,561</u>
<i>Community Corrections</i>	Personal Services	0
	Materials & Services	1,669,908
	Capital Outlay	0
	<i>Agency Total</i>	<u>1,669,908</u>
<i>Sheriff's Office</i>	Personal Services	10,407,415
	Materials & Services	2,576,852
	Capital Outlay	59,094
	<i>Agency Total</i>	<u>13,043,361</u>
<i>All Agencies</i>	Personal Services	11,662,034
	Materials & Services	4,774,202
	Capital Outlay	64,594
	<i>Agency Totals</i>	<u>16,500,830</u>
Total Appropriation		16,500,830

ASSESSMENT & TAXATION FUND (175)

<i>Environmental Services</i>	Personal Services	7,154,975
	Materials & Services	3,317,523
	Capital Outlay	105,610
	<i>Agency Total</i>	<u>10,578,108</u>
Total Appropriation		10,578,108

Appropriations Schedule

Multnomah County, Oregon
Fiscal Year July 1, 1995 to June 30, 1996

JUSTICE SERVICES SPECIAL OPERATIONS (180)

<i>Community Corrections</i>	Personal Services	538,659
	Materials & Services	67,937
	Capital Outlay	3,000
	<i>Agency Total</i>	<u>609,596</u>
<i>District Attorney</i>	Personal Services	180,301
	Materials & Services	1,556,490
	Capital Outlay	3,000
	<i>Agency Total</i>	<u>1,739,791</u>
<i>Sheriff's Office</i>	Personal Services	1,103,573
	Materials & Services	1,014,035
	Capital Outlay	154,394
	<i>Agency Total</i>	<u>2,272,002</u>
<i>All Agencies</i>	Personal Services	1,822,533
	Materials & Services	2,638,462
	Capital Outlay	160,394
	<i>Agency Totals</i>	<u>4,621,389</u>
<i>Cash Transfers</i>	Capital Improvement Fund	56,000
Total Appropriations		4,677,389

CAPITAL LEASE RETIREMENT FUND (225)

<i>Non Departmental</i>	Materials & Services	6,539,619
	<i>Contingency</i>	5,479,939
Total Appropriations		12,019,558

LIBRARY BOND SINKING FUND (226)

<i>Environmental Services</i>	Materials & Services	2,483,752
<i>Cash Transfers</i>	General Fund	249,853
Total Appropriations		2,733,605

EQUIPMENT LEASE/PURCHASE FUND (234)

<i>Non Departmental</i>	Materials & Services	65,000
	Capital Outlay	1,668,317
	<i>Agency Total</i>	<u>1,733,317</u>
Total Appropriations		1,733,317

LEASE/PURCHASE PROJECT FUND (235)

<i>Environmental Services</i>	Materials & Services	1,465,000
	Capital Outlay	14,462,044
	<i>Agency Total</i>	<u>15,927,044</u>
Total Appropriations		15,927,044

LIBRARY CONSTRUCTION FUND (236)

<i>Environmental Services</i>	Materials & Services	905,000
	Capital Outlay	25,575,000
	<i>Agency Total</i>	<u>26,480,000</u>
	<i>Contingency</i>	2,000,000
Total Appropriations		28,480,000

Appropriations Schedule
Multnomah County, Oregon
Fiscal Year July 1, 1995 to June 30, 1996

CAPITAL IMPROVEMENT FUND (240)

<i>Environmental Services</i>	Personal Services	623,566
	Materials & Services	1,127,262
	Capital Outlay	4,360,317
	<i>Agency Total</i>	<u>6,111,145</u>
Total Appropriations		6,111,145

ASSESSMENT DISTRICT OPERATING FUND (251)

<i>Cash Transfers</i>	General Fund	8,000
Total Appropriations		8,000

ENTREPRENEURIAL INITIATIVES FUND (362)

<i>Library Department</i>	Personal Services	75,969
	Materials & Services	37,577
	Capital Outlay	0
	<i>Agency Total</i>	<u>113,546</u>
Total Appropriation		113,546

CARE OREGON FUND (390)

<i>Health Department</i>	Personal Services	1,191,649
	Materials & Services	47,221,454
	Capital Outlay	18,000
	<i>Agency Total</i>	<u>48,431,103</u>
Total Appropriation		48,431,103

INSURANCE FUND (400)

<i>Non Departmental</i>	Personal Services	1,321,082
	Materials & Services	20,702,257
	Capital Outlay	53,998
	<i>Agency Total</i>	<u>22,077,337</u>
<i>Contingency</i>		<u>8,721,174</u>
Total Appropriations		30,798,511

FLEET FUND (401)

<i>Environmental Services</i>	Personal Services	1,232,484
	Materials & Services	1,460,147
	Capital Outlay	2,351,200
	<i>Agency Total</i>	<u>5,043,831</u>
<i>Contingency</i>		<u>1,253,052</u>
Total Appropriations		6,296,883

Appropriations Schedule

Multnomah County, Oregon
Fiscal Year July 1, 1995 to June 30, 1996

TELEPHONE FUND (402)

<i>Environmental Services</i>	Personal Services	386,045
	Materials & Services	2,100,408
	Capital Outlay	674,882
	<i>Agency Total</i>	<u>3,161,335</u>
	<i>Contingency</i>	33,091
Total Appropriations		3,194,426

DATA PROCESSING FUND (403)

<i>Environmental Services</i>	Personal Services	3,607,890
	Materials & Services	3,889,578
	Capital Outlay	1,226,990
	<i>Agency Total</i>	<u>8,724,458</u>
	<i>Contingency</i>	193,601
Total Appropriations		8,918,059

DISTRIBUTION FUND (404)

<i>Environmental Services</i>	Personal Services	345,322
	Materials & Services	918,254
	Capital Outlay	0
	<i>Agency Total</i>	<u>1,263,576</u>
	<i>Contingency</i>	45,221
Total Appropriations		1,308,797

FACILITIES MANAGEMENT FUND (410)

<i>Environmental Services</i>	Personal Services	3,637,411
	Materials & Services	15,654,003
	Capital Outlay	614,331
	<i>Agency Total</i>	<u>19,905,745</u>
<i>Cash Transfers</i>	Capital Improvement Fund	750,000
Total Appropriations		20,655,745

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY

(In the matter of the adoption of the)
(1995-96 Budget for Multnomah County,)
(Oregon, for the Fiscal Year July 1, 1995) RESOLUTION 95-139
(to June 30, 1996 and making the appropriations)
(thereunder, pursuant to ORS 294.435)

WHEREAS the above entitled matter is before the Board to consider the adoption of the budget for Multnomah County for the fiscal year July 1, 1995 to June 30, 1996; and

WHEREAS the Multnomah County budget as prepared by the duly appointed Budget Officer has been considered and approved by the Board; a public hearing has been held before the Multnomah County Tax Supervising and Conservation Commission on the 8th day of June 1995, and said budget has been duly certified by the said Tax Supervising and Conservation Commission with recommendations; and

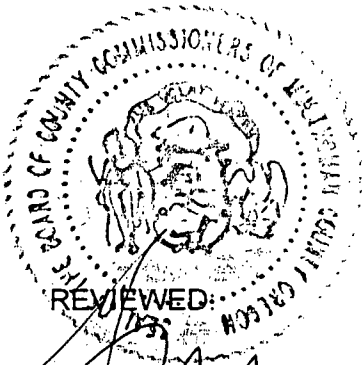
WHEREAS said budget as certified is on file in the Office of the Chair of Multnomah County and the appropriations authorized therein are attached to this resolution as Attachment A; and

WHEREAS the Board has made certain amendments to the above-described budget, which amendments are attached to this Resolution as Attachment B;

WHEREAS the Board has responded to the recommendations from the Tax Supervising and Conservation Commission, which responses are attached to this Resolution as Attachment C,

NOW THEREFORE BE IT RESOLVED that the budget, including Attachments A, B, and C, is hereby adopted as the budget of Multnomah County, Oregon, and the attached appropriations are authorized for the fiscal year July 1, 1995 to June 30, 1995.

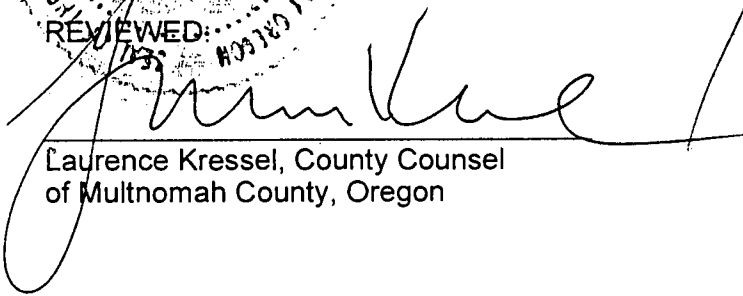
ADOPTED this 15th day of June 1995.



Board of County Commissioners
Multnomah County, Oregon

By


Beverly Stein, Chair


Laurence Kressel, County Counsel
of Multnomah County, Oregon

Attachment A

Appropriations Schedule

Multnomah County, Oregon
Fiscal Year July 1, 1995 to June 30, 1996

GENERAL FUND (100)

<i>Aging Services</i>	Personal Services	1,051,423
	Materials & Services	573,812
	Capital Outlay	17,900
	<i>Agency Total</i>	<i>1,643,135</i>
<i>Juvenile Justice</i>	Personal Services	9,463,152
	Materials & Services	5,054,232
	Capital Outlay	47,347
	<i>Agency Total</i>	<i>14,564,731</i>
<i>Health Department</i>	Personal Services	6,219,901
	Materials & Services	1,427,888
	Capital Outlay	17,500
	<i>Agency Total</i>	<i>7,665,289</i>
<i>Community Corrections</i>	Personal Services	2,778,470
	Materials & Services	722,027
	Capital Outlay	0
	<i>Agency Total</i>	<i>3,500,497</i>
<i>District Attorney</i>	Personal Services	8,522,722
	Materials & Services	1,319,474
	Capital Outlay	18,605
	<i>Agency Total</i>	<i>9,860,801</i>
<i>Sheriff</i>	Personal Services	32,573,523
	Materials & Services	8,482,608
	Capital Outlay	230,919
	<i>Agency Total</i>	<i>41,287,050</i>
<i>Environmental Services</i>	Personal Services	4,993,463
	Materials & Services	3,967,385
	Capital Outlay	67,157
	<i>Agency Total</i>	<i>9,028,005</i>
<i>Nondepartmental</i>	Personal Services	7,406,819
	Materials & Services	14,391,312
	Capital Outlay	101,720
	<i>Agency Total</i>	<i>21,899,851</i>
<i>All Agencies</i>	Personal Services	73,009,473
	Materials & Services	35,938,738
	Capital Outlay	501,148
	<i>Agency Totals</i>	<i>109,449,359</i>
<i>Cash Transfers</i>	Federal State Fund	45,561,081
	County School Fund	1,301,520
	Library Fund	6,516,430
	Jail Levy Fund	182,834
	Assessment & Taxation Fund	7,604,156
	Justice Services Ops. Fund	109,776
	Capital Improvement Fund	2,255,000
	Recreation Fund	10,300
<i>Total Cash Transfers</i>		<i>63,541,097</i>
<i>Contingency</i>		<i>1,848,665</i>
Total Appropriation		174,839,121

Attachment A

Appropriations Schedule

Multnomah County, Oregon
Fiscal Year July 1, 1995 to June 30, 1996

ROAD FUND (150)

<i>Sheriff</i> Materials & Services	154,247
<i>Environmental Services</i> Personal Services	6,980,098
Materials & Services	21,792,133
Capital Outlay	10,215,775
<i>Agency Total</i>	<u>38,988,006</u>
<i>All Agencies</i> Personal Services	6,980,098
Materials & Services	21,946,380
Capital Outlay	10,215,775
<i>Agency Totals</i>	<u>39,142,253</u>
<i>Cash Transfers</i> General Fund	50,000
Bicycle Ways Fund	46,814
Willamette River Bridges Fund	3,328,489
<i>Total Cash Transfers</i>	<u>3,425,303</u>
<i>Contingency</i>	108,280
Total Appropriation	42,675,836

EMERGENCY COMMUNICATIONS FUND (151)

<i>Sheriff</i> Materials & Services	86,537
Total Appropriation	86,537

NATURAL AREAS ACQUISITION/PROTECTION FUND (153)

<i>Environmental Services</i> Materials & Services	216,177
Capital Outlay	1,621,814
<i>Agency Total</i>	<u>1,837,991</u>
<i>Cash Transfers</i> General Fund	21,850
Total Appropriation	1,859,841

BICYCLE PATH CONSTRUCTION FUND (154)

<i>Environmental Services</i> Materials & Services	11,413
Capital Outlay	88,447
<i>Agency Total</i>	<u>99,860</u>
Total Appropriation	99,860

RECREATION FUND (155)

<i>Environmental Services</i> Personal Services	0
Materials & Services	403,970
Capital Outlay	0
<i>Agency Total</i>	<u>403,970</u>
Total Appropriations	403,970

Attachment A

Appropriations Schedule

Multnomah County, Oregon
Fiscal Year July 1, 1995 to June 30, 1996

FEDERAL STATE FUND (156)

<i>Community & Family</i>	Personal Services	15,723,769
	Materials & Services	69,552,566
	Capital Outlay	137,478
	<i>Agency Total</i>	<u>85,413,813</u>
<i>Aging Services</i>	Personal Services	7,303,862
	Materials & Services	7,301,836
	Capital Outlay	48,200
	<i>Agency Total</i>	<u>14,653,898</u>
<i>Juvenile Justice</i>	Personal Services	1,857,874
	Materials & Services	1,991,225
	Capital Outlay	126,045
	<i>Agency Total</i>	<u>3,975,144</u>
<i>Health Department</i>	Personal Services	34,938,247
	Materials & Services	21,525,181
	Capital Outlay	297,282
	<i>Agency Total</i>	<u>56,760,710</u>
<i>Community Corrections</i>	Personal Services	12,765,398
	Materials & Services	6,303,320
	Capital Outlay	45,726
	<i>Agency Total</i>	<u>19,114,444</u>
<i>District Attorney</i>	Personal Services	1,738,118
	Materials & Services	792,547
	Capital Outlay	43,244
	<i>Agency Total</i>	<u>2,573,909</u>
<i>Sheriff's Office</i>	Personal Services	1,076,463
	Materials & Services	254,253
	Capital Outlay	5,000
	<i>Agency Total</i>	<u>1,335,716</u>
<i>Non Departmental</i>	Personal Services	405,104
	Materials & Services	140,362
	Capital Outlay	0
	<i>Agency Total</i>	<u>545,466</u>
<i>All Agencies</i>	Personal Services	75,808,835
	Materials & Services	107,861,290
	Capital Outlay	702,975
	<i>Agency Totals</i>	<u>184,373,100</u>
Total Appropriation		184,373,100

COUNTY SCHOOL FUND (157)

<i>Non Departmental</i>	Materials & Services	1,555,087
Total Appropriation		1,555,087

TAX TITLE FUND (158)

<i>Environmental Services</i>	Personal Services	244,057
	Materials & Services	1,489,193
	Capital Outlay	0
	<i>Agency Total</i>	<u>1,733,250</u>
Total Appropriation		1,733,250

Attachment A

Appropriations Schedule

Multnomah County, Oregon
Fiscal Year July 1, 1995 to June 30, 1996

ANIMAL CONTROL FUND (159)

<i>Cash Transfers</i> General Fund	1,265,700
Total Appropriation	1,265,700

WILLAMETTE RIVER BRIDGES FUND (161)

<i>Environmental Services</i> Personal Services	2,084,735
Materials & Services	1,034,967
Capital Outlay	2,688,300
<i>Agency Total</i>	<u>5,808,002</u>
Total Appropriation	5,808,002

LIBRARY SERIAL LEVY FUND (162)

<i>Library Department</i> Personal Services	13,036,668
Materials & Services	8,126,005
Capital Outlay	184,850
<i>Agency Total</i>	<u>21,347,523</u>
<i>Contingency</i>	40,000
Total Appropriation	21,387,523

FAIR FUND (164)

<i>Environmental Services</i> Materials & Services	38,355
Total Appropriation	38,355

CONVENTION CENTER FUND (166)

<i>Non Departmental</i> Materials & Services	4,700,000
Total Appropriation	4,700,000

LAND CORNER PRESERVATION FUND (167)

<i>Environmental Services</i> Materials & Services	683,583
Capital Outlay	257,090
<i>Agency Total</i>	<u>940,673</u>
Total Appropriation	940,673

Attachment A

Appropriations Schedule

Multnomah County, Oregon
Fiscal Year July 1, 1995 to June 30, 1996

INMATE WELFARE FUND (168)

<i>Juvenile Justice</i> Personal Services	0
Materials & Services	67,000
Capital Outlay	0
<i>Agency Total</i>	<u>67,000</u>
<i>Sheriff's Office</i> Personal Services	248,273
Materials & Services	755,544
Capital Outlay	30,000
<i>Agency Total</i>	<u>1,033,817</u>
Total Appropriation	1,100,817

JAIL LEVY FUND (169)

<i>Health Department</i> Personal Services	1,254,619
Materials & Services	527,442
Capital Outlay	5,500
<i>Agency Total</i>	<u>1,787,561</u>
<i>Community Corrections</i> Personal Services	0
Materials & Services	1,669,908
Capital Outlay	0
<i>Agency Total</i>	<u>1,669,908</u>
<i>Sheriff's Office</i> Personal Services	10,407,415
Materials & Services	2,576,852
Capital Outlay	59,094
<i>Agency Total</i>	<u>13,043,361</u>
<i>All Agencies</i> Personal Services	11,662,034
Materials & Services	4,774,202
Capital Outlay	64,594
<i>Agency Totals</i>	<u>16,500,830</u>
Total Appropriation	16,500,830

ASSESSMENT & TAXATION FUND (175)

<i>Environmental Services</i> Personal Services	7,154,975
Materials & Services	3,317,523
Capital Outlay	105,610
<i>Agency Total</i>	<u>10,578,108</u>
Total Appropriation	10,578,108

Attachment A

Appropriations Schedule

Multnomah County, Oregon
Fiscal Year July 1, 1995 to June 30, 1996

JUSTICE SERVICES SPECIAL OPERATIONS (180)

<i>Community Corrections</i>	Personal Services	538,659
	Materials & Services	67,937
	Capital Outlay	3,000
	<i>Agency Total</i>	<u>609,596</u>
<i>District Attorney</i>	Personal Services	180,301
	Materials & Services	1,556,490
	Capital Outlay	3,000
	<i>Agency Total</i>	<u>1,739,791</u>
<i>Sheriff's Office</i>	Personal Services	1,103,573
	Materials & Services	1,014,035
	Capital Outlay	154,394
	<i>Agency Total</i>	<u>2,272,002</u>
<i>All Agencies</i>	Personal Services	1,822,533
	Materials & Services	2,638,462
	Capital Outlay	160,394
	<i>Agency Totals</i>	<u>4,621,389</u>
<i>Cash Transfers</i> Capital Improvement Fund		56,000
Total Appropriations		4,677,389

CAPITAL LEASE RETIREMENT FUND (225)

<i>Non Departmental</i>	Materials & Services	6,539,619
	<i>Contingency</i>	5,479,939
Total Appropriations		12,019,558

LIBRARY BOND SINKING FUND (226)

<i>Environmental Services</i>	Materials & Services	2,483,752
<i>Cash Transfers</i>	General Fund	249,853
Total Appropriations		2,733,605

EQUIPMENT LEASE/PURCHASE FUND (234)

<i>Non Departmental</i>	Materials & Services	65,000
	Capital Outlay	1,668,317
	<i>Agency Total</i>	<u>1,733,317</u>
Total Appropriations		1,733,317

LEASE/PURCHASE PROJECT FUND (235)

<i>Environmental Services</i>	Materials & Services	1,465,000
	Capital Outlay	14,462,044
	<i>Agency Total</i>	<u>15,927,044</u>
Total Appropriations		15,927,044

LIBRARY CONSTRUCTION FUND (236)

<i>Environmental Services</i>	Materials & Services	905,000
	Capital Outlay	27,575,000
	<i>Agency Total</i>	<u>28,480,000</u>
Total Appropriations		28,480,000

Attachment A

Appropriations Schedule

Multnomah County, Oregon
Fiscal Year July 1, 1995 to June 30, 1996

CAPITAL IMPROVEMENT FUND (240)

<i>Environmental Services</i> Personal Services	623,566
Materials & Services	1,127,262
Capital Outlay	4,360,317
<i>Agency Total</i>	<u>6,111,145</u>
Total Appropriations	6,111,145

ASSESSMENT DISTRICT OPERATING FUND (251)

<i>Cash Transfers</i> General Fund	8,000
Total Appropriations	8,000

ENTREPRENEURIAL INITIATIVES FUND (362)

<i>Library Department</i> Personal Services	75,969
Materials & Services	37,577
Capital Outlay	0
<i>Agency Total</i>	<u>113,546</u>
Total Appropriation	113,546

CARE OREGON FUND (390)

<i>Health Department</i> Personal Services	1,191,649
Materials & Services	47,221,454
Capital Outlay	18,000
<i>Agency Total</i>	<u>48,431,103</u>
Total Appropriation	48,431,103

INSURANCE FUND (400)

<i>Non Departmental</i> Personal Services	1,321,082
Materials & Services	20,702,257
Capital Outlay	53,998
<i>Agency Total</i>	<u>22,077,337</u>
<i>Contingency</i>	<u>8,721,174</u>
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Capital Outlay	2,351,200
<i>Agency Total</i>	<u>5,043,831</u>
<i>Contingency</i>	<u>1,257,152</u>
Total Appropriations	6,300,983

Attachment A

Appropriations Schedule

Multnomah County, Oregon
Fiscal Year July 1, 1995 to June 30, 1996

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FACILITIES MANAGEMENT FUND (410)

<i>Environmental Services</i> Personal Services	3,637,411
Materials & Services	15,654,003
Capital Outlay	614,331
<i>Agency Total</i>	<u>19,905,745</u>
<i>Cash Transfers</i> Capital Improvement Fund	750,000
Total Appropriations	20,655,745

ATTACHMENT B -- AMENDMENTS TO THE BUDGET ADOPTED JUNE 15, 1995

Dept & Number	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
ASD 6	Planning for Bretwood/Darlington - salary savings	29,000	0.00	0
ASD 7	Adds Medicaid Case Mgr and temp, reclasses based on Medicaid funds	64,872	1.00	2,160
ASD 8	Increases private assessments revenue	6,021	0.00	96
ASD 9	Increases IIIB, Rental income and Title XVIII rev.	49,176	0.00	497
CFS 10	Transfers 10 positions to contracts unit, reclasses 2PDS to Lead, 1 PDT to PDS, 1 PDS to .88 Eval Spec., 1 PDS to .29 PDT/.75 PDS	0	(0.58)	0
CFS 1a (rev)	DD transition (half year) to be supplemented	80,560	0.00	(80,000)
CFS 2a (rev)	Supplement CARES (October start)	106,814	1.50	(103,169)
CFS 4	Carryover weatherizat'n rebates to purchase van	14,119	0.00	0
CFS 5	Reclassifies adult mental health positions	0	0.00	0
CFS 6	Increases LIEAP rev.; use for prof svcs,computers	25,566	0.00	496
CFS 7	Increases CAPO revenues; adds 1.5 positions	239,327	1.50	6,086
CFS 8	Increase LIEAP rev.,increase passthru,add 1FTE	1,452,671	1.00	11,565
CFS 9	Adjusts weatherization expenditures	0	0.00	832
CFS 11	Increases Great Start, Level 7 carryover	516,591	0.00	3,591
CFS 12	Shifts DD Pass Thru to Prof Svcs	524	0.00	0
CFS 13	Adjusts div mgmt salary, savings to computers	(134)	0.00	0
CFS 14	Adds City revenues, cuts DHR funds for Int. Svcs	12,951	0.00	0
CFS 15	Adjusts Partners Proj. rev. (corrects rev. sources)	0	0.00	0
CFS 16	State mental health grant carryover	2,386,247	0.00	0
CFS 17	Increases Target Cities revenues	1,075,323	10.80	30,148
CFS 18	Increases YEEP revenues, used for pass through	36,524	0.00	0
CFS 19	Adjusts Child/Youth revs,sets aside \$82.5K for MCCF future allocation	353,862	0.00	3,202
CFS 20a (rev)	Mentally ill felon diversion from jails (STOP modl)	37,259	0.00	(37,000)
CFS 21	Cuts Medical Director posn, xfers funds to prof svcs	0	(0.50)	0
CFS 22	Cuts early childhood coordinator position	(51,747)	(1.00)	50,000
DA 1	Paternity rights education project	82,000	1.00	(22,721)
DA 2	Adjusts FINVEST grant	(11,601)	0.00	(257)
DA 3	Adds Byrne Anti-Drug Grant	82,594	1.00	4,406
DA 4	Adjusts Forfeiture to actual carryover amount	132,651	0.00	4,502
DA 6	Adds DDA to Neighborhood DA for Tri Met	63,639	1.00	0
DA 7	Adjusts DDA positions	0	0.00	0
DA 8	Increase VAPAG revenue	0	0.00	10,000
DA 9	Increase Discovery revenue, use for supplies	0	0.00	15,000
DA 10	Increase CAMI grant	20,820	0.00	667
DCC 1	Adjusts revenues for STOP I program	87,950	0.00	0
DCC 2	Adds STOP II grant	125,000	0.00	0
DES 4	Support for Edgefield Station - from CIP	20,000	0.00	0
DES 5	Fleet Capital C/O	263,200	0.00	0
DES 6	Fleet Adj	196,134	0.00	0

ATTACHMENT B -- AMENDMENTS TO THE BUDGET ADOPTED JUNE 15, 1995

Dept & Number	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
DES 7	Distribution Tech	12,829	0.00	0
DES 8	A/C Capital Carryover	14,408	0.00	0
DES 9	Various DP C/O	1,368,792	0.00	0
DES 10	A&T C/O Offc Furn.	12,844	0.00	0
DES 12	A&T C/O Computers	35,235	0.00	0
DES 13	Trans Capital CO	(16,967)	0.00	0
DES 14	Trans CMAQ	225,000	0.00	0
DES 15	Bridge Tech	0	0.00	0
DES 16	Corner Eq Chg	(99,200)	0.00	0
DES 17	Facilities Reclasses	0	0.00	0
DES 18	Energy Program	556,331	0.00	0
DES 19	DES Admin CO	24,696	0.00	0
DES 20	FREDS Eq CO	3,000	0.00	0
DES 21	Planning C/O	10,000	0.00	0
DES 22	A&T Tech between categories	0	0.00	0
DES 23	Carryover Voice Mail - Telephone Fund	290,400	0.00	0
HD 2	Lane Middle School	189,117	?	(189,117)
HD 4	Corrects errors in personnel budget Increases Ambulance Fees Adds 2.65 FTE to Nurse Cuts Corrections Health. Adds 1 Eligibility Specialist. Adds .75 resource specialist. Cuts various positions and on call to restore nurses.	27,832	4.70	1,220
HD 5	Reduces Linkage Grant, Increases NIDA Grant, Moves 3 Alcohol&Drug evaluation Spec to CFS	29,387	0.30	554
HD 6	Adds and Drops positions in CareOregon budget, adds funds for move to County facility	25,573	0.00	2,024
HD 7	Adds 1.4 million in Ryan White Grant funds, 1.3 is pass through	1,416,292	0.70	6,378
HD 8	Carries over \$15,000 for hand held inspection system in Restaurant Inspections	15,000	0.00	0
HD 9	Reduces Regional Detention Adds General Funds for JJD Health	5,345	0.00	(5,345)
HD 10	Increases Breast & Cervical Cancer Grant	28,724	(0.34)	0
HD 11	Increases Robert Wood Johnson Grant	17,000	0.25	0
HD 12	Cuts Health Educators and shifts Funds in Postponing Sexual Involment from Personal Serv. to Professional Services	0	(1.10)	0
HD 13	Violence reduction education (half from other sources)	35,000	0.00	(35,000)
JJD 5	Revises regional detention, adds PPS alt. schools	120,000	0.00	0
JJD 6	Transfers staff, reclassifies posns	0	0.00	0
JJD 7	Converts Project Payback PT to position	41,000	1.00	285
JJD 8	Adds Day Reporting posn, reprograms Casey	43,719	1.00	1,931
JJD 10	Adds CSD revenue for loan of Juv. Couns. Supvr	89,275	1.00	0
JJD 11	Adds State revenue for 32 bed lease	0	0.00	88,320
JJD 12	Adjusts Regional Detention rev. for new leases	0	0.00	27,006

ATTACHMENT B -- AMENDMENTS TO THE BUDGET ADOPTED JUNE 15, 1995

Dept & Number	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
JJD 13	Reduces Washington Co. Debt Pmt for new bldg	0	0.00	(119,732)
JJD 14	Six month funding of VORP/PIC/CASA	45,000	0.00	(45,000)
JJD 15	Morrison Ctr/Mt. Scott Summer Learning	38,500	0.00	(38,500)
JJD 16	Delay start up of community programs	(38,500)	0.00	38,500
JJD 17	Reserve community programs in contingency	(361,500)	0.00	361,500
LIB 1	Carryover for library books and materials	208,427	0.00	0
LIB 2	Reclassifications, Branch Administrator to Branch Manager, Clerk 1 to Clerk 2, and 3.5 Computer Techs to Computer System Operators	16,000	0.00	(16,000)
LIB 3	Carryover of proceeds from sale of Central Library surplus equipment	48,708	0.00	0
LIB 4	M&S to PS for Warehouse Worker	0	1.00	0
Lib 5	shift storage move costs to Bond Fund	0	0.00	16,000
MCSO	Add Inverness Annex staff, move food contract savings	200,000	?	(200,000)
MCSO 5	Funding for Restitution Center at 120 bed level	0	0.00	(825,000)
MCSO 5a	Cuts High Impact State funding	(7,396,725)	0.00	(355,578)
MCSO 8	Outside funding for Work in Lieu of Jail	48,452	0.00	0
MCSO 9	Reclassify W-house Workers to Equip/Prop Techs	92,081	0.00	0
MCSO 10	Reclassify Fac Bldg Mgr to Equip Unit Admin	0	0.00	0
MCSO 11	Reclassify Comm Svc Off to Int Comm Svc Coord	457	0.00	0
MCSO 12	Carryover funds for jail bus	120,000	0.00	0
MCSO 13	Carryover 6% premium pay for First Responders	19,103	0.00	0
MCSO 14	Carryover fingerprint/video imaging equipment	121,349	0.00	0
MCSO 15	Carryover bar coding contract, costs	23,119	0.00	0
MCSO 16	Salary savings	(480,000)	0.00	480,000
NON 1	Incentive Awards for Exempt employees	9,000	0.00	(9,000)
NOND 1	Auditor Courthouse Study	20,000	0.00	0
NOND 2	Carryover of RESULTS Grants	10,912	0.00	0
NOND 3	Purchasing Reorganization	0	0.00	0
NOND 4	Carryover Ptld Bldg Async Server	13,500	0.00	0
NOND 5	Cap Lease Ret. 64 Juvenile Beds	378,201	0.00	0
NOND 7	Carryover Columbia Gorge signage grant	39,356	0.00	1,503
NOND 8	Support for PMCoA	7,532	0.00	(7,532)
NOND 9	Technical Reclassifications in MCCF	0	0.55	0
NOND 10	Carryover Criminal Justice Model	71,126	0.00	0
NOND 11	Carryover On-line Policies/Procedures	20,000	0.00	0
NOND 12	Carryover Sex Offender Program Evaluation	12,652	0.00	0
NOND 13	Strategic Investment Program	20,000	0.00	0
NOND 14	Carryover Chair's Office Equipment	22,460	0.00	0
NOND 15	Revises GO Bond Fund, Repays GF for 94-5	499,706	0.00	0
NOND 16	Carryover \$10,000 HB 2004 revenue	10,000	0.00	0
NOND 17	Carryover \$55,000 County Counsel for equip.	55,000	0.00	0
NOND 18	Carryover 5,000 to reimburse CIP for work on jail siting	5,000	0.00	0

ATTACHMENT B -- AMENDMENTS TO THE BUDGET ADOPTED JUNE 15, 1995

Dept & Number	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
NOND 18	Carryover Budget Office Equipment	12,034	0.00	0
NOND 19	Carryover Brentwood/Darlington contribution	200,000	0.00	0
REV 1	Increase Animal Control Revenue for FY94-95 Carryover	0	0.00	110,000
REV 2	Various Revenue Revisions	0	0.00	295,854
REV 3	Business Income Tax and carryover	0	0.00	251,220
REV 4	Interest on COP's for Juvenile	0	0.00	203,681
REV 5	Interest on video lottery	0	0.00	75,000

BUDGET NOTES

1. The Sheriff will assist Sauvie Island Fire District in its capital needs in joining the new 911 system (assuming the continued Fire District commitment to capital funds already identified). The Board will encourage the Sauvie Island and Corbett Districts to make appropriate changes in their funding bases, to consult the County EMS office for possible funding, and/or to work with the User Board to provide ongoing operating funds.
2. The Board will consider contingency requests for:
 - additional resources for the Mental Health Triage Center,
 - matching funds for the District Attorney's AmeriCorps grant,
 - the establishment of an East County Senior Office after reinitiating discussions with the City of Gresham for matching funds and with the Gresham Seniors Inc. concerning their continuing role in using a County owned facility in Gresham for senior activities,
 - additional funding for the Anti-Violence Public Education Campaign, depending on the results of fund raising efforts,
 - full year funding of staff at the Inverness Jail Annex.
3. The Board recommends that the East and West Soil and Water Conservation Districts explore merger.
4. The Board requests Animal Control to participate with other jurisdictions in the development of a program to fund a technician to assist local jurisdictions in developing an approach to control problem wildlife, including coyotes. \$10,000 in additional animal control revenue from 1994-5 is included in Contingency if an acceptable plan is presented.
5. The Board intends to institute a restaurant awards program funded through program revenue, if allowed under state law.
6. The Board requests the Sheriff to explore the establishment of a booking fee in the corrections facilities.
7. The Board requests the Sheriff to return with suggestions for different approaches to use the beds at the Restitution Center now that the funding mix supporting the center has changed.
8. The Board is interested in exploring ways to reduce the costs associated with holding prisoners in hospitals when their medical conditions cannot be handled in corrections facilities. As a result, the Board requests that the Sheriff return in the Fall with a full briefing leading to a policy review process around this issue. Specifically, the Board requests:
 - analysis of the cost of housing prisoners at hospitals in comparison with possible expansion of medical services in the jails,
 - a report on the billing processes for health services provided to prisoners at County expense and the reimbursements achieved through these processes,
 - analysis of the potential to reduce costs by contracting with fewer hospitals for these services, preferably by contracting with a sole provider, and for combining this contract with negotiations for a mental health triage center.

PROPOSED BUDGET NOTES

Page 2

9. The Board will consider a transfer of up to \$361,500 from General Fund Contingency after reviewing the Juvenile Justice proposals for use of this appropriation for community services programs.
10. The Board requests Commissioner Kelley to arrange a briefing on countywide mediation efforts and on opportunities to use mediation in providing County services.
11. The Board intends to evaluate the success of the Teen Paternity Rights and Responsibilities Project by reviewing its success in establishing paternity and securing child support. The Board intends that the project should be coordinated within the school curriculum with abstinence and birth control education and that it should be coordinated with the Teen Pregnancy Coordinator in the Health Department.
12. Funding for Developmentally Disabled Transition Services is authorized pending Medicaid availability and SSI and/or family contributions and is scheduled to start in January or earlier if other resources are identified. If Medicaid is not available, it is the Board's intention not to supplement the program in 1995-96 beyond the \$80,000 from the General Fund, but to review alternative ways of using the General Fund support to assist this client group. The Board intends to annualize the program in 1996-97 at an amount reflective of the program's ability to leverage other resources. The Board's goal for the program is eventually to cause the State to accept it as a model and to implement it throughout the state.
13. It is the Board's intention to end matrix releases from County jails at the earliest possible date.
14. The Board requests the Sheriff to report in July on additional staffing requirements to permit additional courtroom use in the Justice Center courtrooms.
15. It is the intent of the Board to fully restore funding for VORP, PIC, and CASA from General Fund Contingency depending on evaluation and negotiations with these providers has been completed.
16. The Board's authorization to the Auditor to secure professional advice on courtroom use and standards is contingent on a work plan for use of the money and on agreement from the Facilities Client Committee.

ATTACHMENT C -- RESPONSES TO TAX SUPERVISING

Recommendation 1 Declining or Deficit Fund Balances

a. General Fund Balance . . . We recommend you continue to closely monitor your general fund reserve, and set a target for its actual balance. The target amount should be correlated with anticipated operating demands not only within the general fund, but also for those funds such as Federal/State and CareOregon with significant operating budgets, yet no reserves.

The Board agrees to continue contributing \$1.5 million annually into a General Fund reserve. The current plan is to bring that reserve to five percent of General Fund expenditures. When the reserve reaches that size, the Board will consider what the appropriate amount should be, taking into account funds other than the General Fund that might potentially impact the amount that should be set aside.

b. Library Serial Levy Fund Balance The Library Serial Levy fund balance has been reduced from \$3.8m in 92/93 to an estimate \$0.2m in 95/96. The drawdown when combined with higher operating costs expected to result from the re-opening of the Midland branch library will likely place increased demands on the County's general fund. We recommend you anticipate these increased demands, and develop a financial plan that accommodates them.

The Board agrees that the demands of operating the library system need to be accurately estimated, particularly since completion of the Central Library and the new Midland Branch will affect the operations of the system in 1996-97. This review will take place as the Board prepares a proposal for a Library Levy or Tax Base increase in 1996.

c. CareOregon Fund Deficit . . . We recommend you continue to closely monitor the solvency of this fund and the collectability of recorded receivables. Local budget law does not allow for deficit fund balances. Any future deficits should be covered with other available resources.

The Board agrees that the CareOregon Fund should not run a deficit. From a legal standpoint, the Board will take action to cover any deficit that exists at the end of 1994-95, although no such deficit is anticipated. From a policy standpoint, it is not the intention of the Board to subsidize the operations of the CareOregon Fund and if the revenues in the fund will not cover costs, the Board will consider terminating involvement in the program.

2. *Reliance on Serial Levies to Fund On-Going, Essential Services* . . . We recommend you reduce your reliance on limited term revenues by incorporating the existing serial levies into an expanded tax base request.

The Board has adopted a policy on the question of using short term revenue to fund ongoing services. In planning for the 1996-97 replacements of the existing Jail and Library serial levies, the Board will consider whether to attempt to implement this policy by requesting an increase in the Tax Base or whether to place dedicated serial levies on the ballot.

3. *Intergovernmental Revenue Estimates/Backfill Policy* . . . We recommend you continue to monitor actual grant awards/receipts throughout the year as they relate to the amounts budgeted. Also, we recommend you establish a policy regarding the backfilling of any incurred shortfalls.

The Board agrees that the County should continue to monitor actual grant awards and receipts to make sure that the expenditures dependent on these dedicated revenues do not exceed the money actually available. The Board also agrees that consideration of a policy on backfilling incurred shortfalls might be a valuable discussion. During the fall, the Board intends to review indirect cost recovery, and at that time may also consider the question of backfilling as part of a general discussion of the question of subsidizing grant-funded programs.

4. *Expenditure Estimates - Assumed Position Vacancies* . . . We recommend you track actual vacancies as they relate to the plan. You may also wish to adjust your five year forecast to reflect the lower "turnback" rates that will likely result from this change.

The Board agrees that expenditures will need close attention in 1995-96 so that the estimated savings do not slip away. Financial forecasts for future years will reflect spending levels that account for the difference between authorized staffing and authorized expenditures.

5. *Capital Facility Needs* . . . We recommend you attempt to stay even with this backlog by including within your operating forecast the estimated annual \$3m requirement. Also, as discussed, the Commission would be happy to join with you and other affected local governments to discuss and analyze seismic code requirements and their estimated aggregate financial impact on Multnomah County residents.

The County is currently engaged in preparation of a strategic plan for capital facilities. The plan should be completed during this calendar year. Part of that plan will be identification of how to pay for the facilities work that needs to be completed. The Board welcomes the Tax Supervising willingness to assist in coordinating the response to seismic code requirements on local governments in the county.

6. *Performance Measurement* -- The twelve urgent benchmarks recently adopted by the Portland-Multnomah Progress Board provide a framework for focusing the resources and performance of Multnomah County. . . .

The County's involvement with benchmarking is expected to provide a forum for planning strategic direction as well as measuring the health of the community. The Board thanks Tax Supervising for its interest in this process. Note that the twelve urgent benchmarks are those selected by Multnomah County. The Portland-Multnomah Progress Board has identified its own list of benchmarks which overlap with the County's but do not reflect the same emphases.

7. *Budget Document* -- The quality of the County's budget document is excellent. . . . We congratulate you on a job well done, and also commend you for receipt of the GFOA's distinguished budget award.

The Board appreciates the remarks of the Tax Supervising and Conservation Commission, and also appreciates the efforts made by Tax Supervising staff in scheduling its hearing, providing advance information, and taking extra pains to provide the letter of certification so that the County budget process could proceed according to its own schedule.

Objection:

8. *Debt Service Estimates*

a. General Obligation Bond Debt Service The 1994-95 debt service fund appropriations need to be increased (via a general fund transfer) to cover for newly issued library g/o bond debt service. In addition, the 95-96 budget should include a transfer back from the debt service fund to the general fund to reflect repayment of the 94/95 loan.

The Board agrees with the solution suggested by Tax Supervising and has amended the 1995-96 Budget to implement the required changes.

b. Certificate of Participation Debt Service The approved budget does not include a debt service appropriation for approximately \$250,000 in expected certificate of participation interest. Appropriations within the facilities and capital lease funds should be adjusted to reflect the anticipated costs.

The Board agrees with the solution suggested by Tax Supervising and has amended the 1995-96 Budget to implement the required changes.

MEETING DATE JUN 15 1995
AGENDA NUMBER R-6

AGENDA PLACEMENT FORM

SUBJECT: Resolution Levying Taxes for 1995-96

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: June 15, 1995

Amount of Time Needed: 3 minutes

DEPARTMENT: Nondepartmental DIVISION Budget and Quality

CONTACT: Barry Crook or Dave Warren TELEPHONE : 248-3575 or 248-3822

BLDG/ROOM: 106/1400

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED

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

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

Resolution levies property taxes:

General Fund	\$102,264,329
Library Serial Levy Fund	12,614,849
Jail Levy Fund	16,536,272
Library General Obligation Bonds	3,334,766

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6-16-95:

*Copy of Resolution sent to Dave Warren
95-140*

1995 JUN - 6 PM 5:09
MULTNOMAH COUNTY
OREGON
CLERK OF COUNTY COMMISSIONERS



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

PLANNING & BUDGET
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Dave Warren, Principal Budget Analyst

TODAY'S DATE: June 6, 1995

REQUESTED PLACEMENT DATE: June 15, 1995

SUBJECT: Resolution Levying Taxes

I. Recommendation / Action Requested:

Approve the resolution levying the property taxes included in the 1995-96 Budget.

II. Background / Analysis:

The General Fund tax base is the 1994-95 amount plus the constitutionally allowed 6% increase. The two serial levy funds are levied at the amounts specified when the levies were placed before the voters. The General Obligation Bond levy is based on Dave Boyer's computation of the amount to be paid prior to collection of taxes in November 1995.

III. Financial Impact:

The General fund tax base and the two serial levies are subject to the constitutional limitation on local government tax rates. They will not be compressed for the first time since the passage of Measure 5 in 1990. The General Obligation Bond levy is not subject to compression.

IV. Legal Issues:

None

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

None anticipated.

VIII. Other Government Participation:

The levy amounts were included in the December 1994 tax coordination plan among all jurisdictions in Multnomah County.

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR

MULTNOMAH COUNTY

(In the matter of levying Ad Valorem)
(Property Taxes for Multnomah County,) RESOLUTION 95-140
(Oregon for Fiscal Year 1995-96)

WHEREAS on May 4, 1995, the Board of County Commissioners, after a duly noticed hearing, approved the budget for Multnomah County, Oregon, for the fiscal year beginning July 1, 1995 and ending June 30, 1996, to the Tax Supervising and Conservation Commission; and

WHEREAS on June 8, 1995, the Tax Supervising and Conservation Commission met and discussed the budget, and certified the budget; and

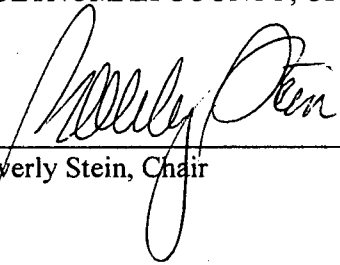
WHEREAS on June 15, 1995, in accordance with that certification, the Board of County Commissioners adopted the budget for Multnomah County, Oregon for the 1995-96 fiscal year, and that budget provides for ad valorem property taxes levied on all property in Multnomah County;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Multnomah County hereby levies the taxes provided for in the adopted budget in the aggregate amount of \$134,750,216 and that these taxes are levied upon all taxable property within Multnomah County as of 1:00 a.m. July 1, 1995. The following allocation and categorization subject to the limits of section 11b, Article XI of the Oregon Constitution make up the aggregate levy:

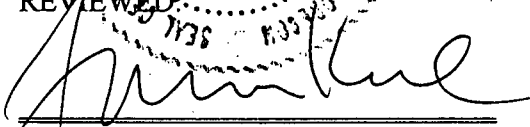
	Subject to the General Government <u>Limitation</u>	Excluded from <u>the Limitation</u>
Tax Base within 6% limitation (General Fund)	\$ 102,264,329	0
Library Serial Levy Fund	12,614,849	0
Jail Levy Fund	16,536,272	0
Library General Obligation Bonds	<u>0</u>	<u>3,334,766</u>
Category Total	131,415,450	3,334,766
Total Levy		\$ 134,750,216

ADOPTED this 15th day of June 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By 
Beverly Stein, Chair

REVIEWED:


Laurence Kressel, County Counsel
of Multnomah County, Oregon