

## **ANNOTATED MINUTES**

Tuesday, July 3, 1990 - 1:30 PM  
Multnomah County Courthouse, Room 602

Chair Gladys McCoy convened the meeting at 1:35 p.m., with Vice-Chair Gretchen Kafoury, Commissioners Pauline Anderson and Sharron Kelley present, and Commissioner Rick Bauman arriving at 1:40 p.m.

### **FORMAL ITEMS**

1. Order in the Matter of the Sale of Property Acquired by Multnomah County Through the Foreclosure of Liens for Delinquent Taxes, Forfeited Property and Surplus Property

**LARRY BAXTER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, ORDER 90-105 WAS UNANIMOUSLY APPROVED.**

2. Notice of Intent to apply for Small Communities Tourism Development Grant

**SHARON TIMKO EXPLANATION AND RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER ANDERSON, NOTICE OF INTENT UNANIMOUSLY APPROVED.**

---

Tuesday, July 3, 1990 - 1:30 PM  
Multnomah County Courthouse, Room 602

### **PLANNING ITEMS**

The following Decisions are reported to the Board for Acceptance and Implementation by Board Order:

3. RPD 3-90 APPROVE, SUBJECT TO CONDITIONS, requested RPD, rural planned-development designation on the subject site;

LD 15-90 APPROVE, SUBJECT TO CONDITIONS, requested two-lot land division, all for property located at 7413 NW Thompson Road

**NO PLANNING STAFF AVAILABLE TO RESPOND TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KAFOURY, IT WAS UNANIMOUSLY APPROVED THAT ITEM 3 BE RESCHEDULED FOR REVIEW AT 9:30 AM, TUESDAY, JULY 17, 1990, WITH PLANNING STAFF DIRECTED TO BE PRESENT AND ABLE TO RESPOND TO BOARD QUESTIONS.**

4. PR 2-90 APPROVE requested amendment of the Comprehensive Plan Map, changing the designation of the subject property from Exclusive Farm Use to Multiple Use Forest;  
ZC 4-90 APPROVE, SUBJECT TO CONDITIONS, requested amendment of Sectional Zoning Map #91-C, changing the described property from EFU, exclusive farm use to MUF-19, multiple use forest, all for property located at 10141 NW 160th Avenue
  
5. ZC 5-90 APPROVE, SUBJECT TO CONDITIONS, requested amendment of Sectional Zoning Map #418, changing the described property from LR-7, low density residential district (minimum lot size of 7,000 square feet) to LR-5, low density residential district (minimum lot size of 5,000 square feet)  
LD 17-90 APPROVE, SUBJECT TO CONDITIONS, requested three-lot land divisions, all located on property at 10505 SE Schiller Street
  
6. ZC 6-90 APPROVE, SUBJECT TO CONDITIONS, request for amendment of Sectional Zoning Map #414, changing the described property from LR-7, low density residential district (minimum lot size of 7,000 square feet) to LR-5, low density residential district (minimum lot size of 5,000 square feet);  
LD 19-90 APPROVE, SUBJECT TO CONDITIONS requested five-lot land division, all for property located at 12636 SE Boise Street

**UPON MOTION OF COMMISSIONER KAFOURY, SECONDED BY COMMISSIONER ANDERSON, ITEMS 4, 5 AND 6 WERE UNANIMOUSLY**

**ACCEPTED AND IMPLEMENTED BY BOARD ORDER.**

The following decisions are reported to the board for acknowledgment by the Presiding Officer:

7. CS 4-90 APPROVE, SUBJECT TO CONDITIONS, requested change zone designation from LR-5, low density residential district to LR-5, C-S, low density residential, community service district, to allow construction of a church and parking facility to serve approximately 985 members, for property located at 5544 SE 128th Avenue
9. CU 10-90 APPROVE, SUBJECT TO CONDITIONS, request for a conditional use for development of this property with a non-resource related single family residence, for property located at 38755 NE Knieriem Road
10. CU 9-90 APPROVE, SUBJECT TO CONDITIONS, requested conditional use for development of this property with a non-resource related single family residence, for property located at 34234 SE Smith Road
11. CU 11-90 APPROVE, SUBJECT TO CONDITIONS, requested conditional use to convert an existing single family residence into a sporting goods and hobby supply store;  
SEC 6-90 APPROVE an SEC, Area of Significant Environmental Concern permit because the subject site is within the Columbia River Gorge Scenic Area, all for property located at 35935 East Crown Point Highway

**CHAIR McCOY ACKNOWLEDGED ITEMS 7, 9, 10 AND 11.**

8. CU 8-90 APPROVE, SUBJECT TO CONDITIONS, the relocation of an existing rural service commercial use for an automobile, truck and farm equipment repair shop onto this property, for property located at 400 NE Evans Road

**CHAIR McCOY ADVISED AN APPEAL WAS FILED ON ITEM 8. FOLLOWING DISCUSSION WITH JOHN DuBAY AND UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY**

**COMMISSIONER KAFOURY, IT WAS UNANIMOUSLY APPROVED THAT A DE NOVO HEARING BE SCHEDULED FOR 9:30 AM, TUESDAY, AUGUST 7, 1990.**

There being no further business, the planning meeting was adjourned at 1:55 p.m. and the information briefing convened at 1:55 p.m.

---

Tuesday, July 3, 1990 - TO FOLLOW  
Multnomah County Courthouse, Room 602

**INFORMAL BRIEFING**

12. Informal Review of Formal Agenda of July 5, 1990

**STAFF EXPLANATION AND RESPONSE TO BOARD QUESTIONS. CHAIR McCOY ADVISED SHE WOULD UPDATE THE BOARD ON THE SHORT LIST AND LONG LIST NEGOTIATIONS WITH THE CITY OF PORTLAND FOLLOWING THE FORMAL MEETING ON THURSDAY, JULY 5, 1990.**

There being no further business, the meeting was adjourned at 2:20 p.m.

OFFICE OF THE BOARD CLERK  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_

---

Thursday, July 5, 1990 - 9:30 AM  
Multnomah County Courthouse, Room 602

**FORMAL MEETING**

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

## **NONDEPARTMENTAL**

- C-1 In the Matter of Appointment of Elizabeth Woody, term expires 6/92 and Re-Appointments of Richard Brown and Pat Wong, term expires 6/92 to the Metropolitan Arts Commission
- C-2 In the Matter of Appointments of Betty Larson and Peggy Hillman, term expires 6/91 to the Campaign Management Council
- C-3 In the Matter of Appointment of Harold McLaurin, term expires 12/31/90 to the Expo Center Advisory Board
- C-4 In the Matter of Appointment of Donnie Griffin, term expires 12/31/90 to the Metropolitan Human Relations Commission

**CLERK READ APPOINTMENTS. BOARD ACKNOWLEDGED HAROLD McLAURIN AND DONNIE GRIFFIN IN AUDIENCE. UPON MOTION OF COMMISSIONER KAFOURY, SECONDED BY COMMISSIONER BAUMAN, ITEMS C-1 THROUGH C-4 WERE UNANIMOUSLY APPROVED.**

## **DEPARTMENT OF GENERAL SERVICES**

- R-1 Second Reading and Possible Adoption of an ORDINANCE in the Matter of Adoption of Salary Ranges for Fiscal Year 1990-91 for Employees Covered by the Exempt Classification/Compensation Plan and Repealing Ordinance No. 639

**COMMISSIONER ANDERSON READ ORDINANCE BY TITLE ONLY. COPIES AVAILABLE. NO ONE WISHED TO TESTIFY. UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, ORDINANCE 655 WAS UNANIMOUSLY APPROVED.**

## **DEPARTMENT OF HUMAN SERVICES**

- R-2 First Reading of an ORDINANCE to Provide Fee Schedule Changes for the Environmental Health Section of the Department of Human Services

COMMISSIONER BAUMAN READ ORDINANCE BY TITLE ONLY. COPIES AVAILABLE. UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER KAFOURY, THE FIRST READING OF R-2 WAS UNANIMOUSLY APPROVED. LARRY SLOAN PRESENTED TESTIMONY IN OPPOSITION TO PROPOSED FEES AND REQUESTED THAT CONSIDERATION BE MADE BETWEEN LARGE AND SMALL OPERATIONS. ART BLOOM AND DUANE ZUSSY EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. MR. BLOOM REQUESTED THE INCLUSION OF AN EMERGENCY CLAUSE IN ORDER THAT ORDINANCE WOULD BE EFFECTIVE IMMEDIATELY UPON ADOPTION. CHAIR McCOY DIRECTED STAFF TO DRAFT PROPOSED AMENDMENTS FOR CONSIDERATION AT END OF AGENDA. AT THE RECOMMENDATION OF COUNSEL LARRY KRESSEL AND UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER KAFOURY, THE MOTION TO RECONSIDER R-2 WAS UNANIMOUSLY APPROVED. UPON MOTION OF COMMISSIONER KAFOURY, SECONDED BY COMMISSIONER ANDERSON, CHANGES TO PAGE 3, LINES 17 AND 19 WERE UNANIMOUSLY APPROVED. MR. KRESSEL AND MR. BLOOM EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. BOARD CONSENSUS THE ORDINANCE NOT CONTAIN AN EMERGENCY CLAUSE. UPON MOTION OF COMMISSIONER KAFOURY, SECONDED BY COMMISSIONER KELLEY, THE FIRST READING OF THE ORDINANCE WAS UNANIMOUSLY APPROVED, AS AMENDED. SECOND READING SCHEDULED FOR 9:30 AM, THURSDAY, JULY 12, 1990.

R-3

In the Matter of Approval of a Federal Emergency Management Agency Grant Award to Multnomah County from the Emergency Food and Shelter National Board Program

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

- R-4           Ratification of an Intergovernmental Agreement Between the City of Portland and Multnomah County, Social Services Division, to Provide Funding for the FY 90/91 Central City Concern Inebriate Pick-up Service Program

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

- R-5           Ratification of an Intergovernmental Agreement Between the State of Oregon, Mental Health and Developmental Disabilities Services Division, Oregon State Hospital, and Multnomah County Department of Human Services, Social Services Division, to Provide Guidelines and Procedures to Ensure Effective Care and Treatment of Child and Adolescent Treatment Program Clients Admitted to Oregon State Hospital

**UPON MOTION OF COMMISSIONER BAUMAN,  
SECONDED BY COMMISSIONER ANDERSON, R-5  
WAS UNANIMOUSLY APPROVED.**

- R-6           Ratification of Contract Modification Number 2 to the Intergovernmental Agreement Between Multnomah County, Aging Services Division and Tri-Met, to Extend the Door-to-Door Rides for Elderly Program through September 30, 1990

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

**JUSTICE SERVICES**

**SHERIFF'S OFFICE**

- R-7           Ratification of an Intergovernmental Agreement Between Portland Community College and Multnomah County, to Provide a GED Instruction and Testing Program for Inmates of the Multnomah County Correctional Facilities

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

**JUSTICE SERVICES**

**COMMUNITY CORRECTIONS**

R-8 Ratification of an Intergovernmental Agreement Between the City of Portland and Multnomah County to Provide Funding to the Council for Prostitution Alternatives for Services to Clients

**JOANNE FULLER EXPLANATION AND RESPONSE  
TO BOARD QUESTIONS. UPON MOTION OF  
COMMISSIONER KAFOURY, SECONDED BY  
COMMISSIONER ANDERSON, R-8 WAS  
UNANIMOUSLY APPROVED.**

**CHAIR McCOY REPORTED THAT NEGOTIATIONS  
WITH THE CITY OF PORTLAND ARE  
CONTINUING AND THAT THE BOARD WILL BE  
BRIEFED UPON COMPLETION.**

**STAFF ADVISED THAT AN EXECUTIVE SESSION  
IS SCHEDULED FOR 9:00 AM, FRIDAY, JULY 6,  
1990.**

There being no further business, the meeting was adjourned at 10:05 a.m.

OFFICE OF THE BOARD CLERK  
FOR MULTNOMAH COUNTY, OREGON

---

---

Friday, July 6, 1990 - 9:00 AM  
Multnomah County Courthouse, Room 602

**EXECUTIVE SESSION**

1. The Multnomah County Board of Commissioners will meet in Executive Session pursuant to ORS 192.660(2) for the purpose of discussing Labor Negotiations

**EXECUTIVE SESSION HELD.**



# MULTNOMAH COUNTY OREGON

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

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

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JULY 2 - 6, 1990

- Tuesday, July 3, 1990 - 1:30 PM - Formal Items . . . . . Page 2
- Tuesday, July 3, 1990 - 1:30 PM - Planning Items . . . . . Page 2
- Tuesday, July 3, 1990 - TO FOLLOW - Informal Briefing. . . Page 4
- Thursday, July 5, 1990 - 9:30 AM - Formal Meeting. . . . . Page 4

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

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

Tuesday, July 3, 1990 - 1:30 PM

Multnomah County Courthouse, Room 602

FORMAL ITEM

1. Order in the Matter of the Sale of Property Acquired by Multnomah County Through the Foreclosure of Liens for Delinquent Taxes, Forfeited Property and Surplus Property
  2. Notice of Intent to apply for Small Communities Tourism Development Grant
- 

Tuesday, July 3, 1990 - 1:30 PM

Multnomah County Courthouse, Room 602

PLANNING ITEMS

The following Decisions are reported to the Board for Acceptance and Implementation by Board Order:

3. RPD 3-90  
APPROVE, SUBJECT TO CONDITIONS, requested RPD, rural planned-development designation on the subject site;  
  
LD 15-90  
APPROVE, SUBJECT TO CONDITIONS, requested two-lot land division, all for property located at 7413 NW Thompson Road
4. PR 2-90  
APPROVE requested amendment of the Comprehensive Plan Map, changing the designation of the subject property from Exclusive Farm Use to Multiple Use Forest;  
  
ZC 4-90  
APPROVE, SUBJECT TO CONDITIONS, requested amendment of Sectional Zoning Map #91-C, changing the described property from EFU, exclusive farm use to MUF-19, multiple use forest, all for property located at 10141 NW 160th Avenue
5. ZC 5-90  
APPROVE, SUBJECT TO CONDITIONS, requested amendment of Sectional Zoning Map #418, changing the described property from LR-7, low density residential district (minimum lot size of 7,000 square feet) to LR-5, low density residential district (minimum lot size of 5,000 square feet)  
  
LD 17-90  
APPROVE, SUBJECT TO CONDITIONS, requested three-lot land divisions, all located on property at 10505 SE Schiller Street

6. ZC 6-90  
APPROVE, SUBJECT TO CONDITIONS, request for amendment of Sectional Zoning Map #414, changing the described property from LR-7, low density residential district (minimum lot size of 7,000 square feet) to LR-5, low density residential district (minimum lot size of 5,000 square feet);

LD 19-90  
APPROVE, SUBJECT TO CONDITIONS requested five-lot land division, all for property located at 12636 SE Boise Street

The following decisions are reported to the board for acknowledgement by the Presiding Officer:

7. CS 4-90  
APPROVE, SUBJECT TO CONDITIONS, requested change zone designation from LR-5, low density residential district to LR-5, C-S, low density residential, community service district, to allow construction of a church and parking facility to serve approximately 985 members, for property located at 5544 SE 128th Avenue

8. CU 8-90  
APPROVE, SUBJECT TO CONDITIONS, the relocation of an existing rural service commercial use for an automobile, truck and farm equipment repair shop onto this property, for property located at 400 NE Evans Road

9. CU 10-90  
APPROVE, SUBJECT TO CONDITIONS, request for a conditional use for development of this property with a non-resource related single family residence, for property located at 38755 NE Knieriem Road

CU 9-90  
APPROVE, SUBJECT TO CONDITIONS, requested conditional use for development of this property with a non-resource related single family residence, for property located at 34234 SE Smith Road

CU 11-90  
APPROVE, SUBJECT TO CONDITIONS, requested conditional use to convert an existing single family residence into a sporting goods and hobby supply store;

SEC 6-90  
APPROVE an SEC, Area of Significant Environmental Concern permit because the subject site is within the Columbia River Gorge Scenic Area, all for property located at 35935 East Crown Point Highway.

Tuesday, July 3, 1990 - TO FOLLOW

Multnomah County Courthouse, Room 602

INFORMAL BRIEFING

10. Informal Review of Formal Agenda of July 5, 1990
- 

Thursday, July 5, 1990 - 9:30 AM

Multnomah County Courthouse, Room 602

FORMAL MEETING

NONDEPARTMENTAL

- C-1 In the Matter of Appointment of Elizabeth Woody, term expires 6/92 and Re-Appointments of Richard Brown and Pat Wong, term expires 6/92 to the Metropolitan Arts Commission
- C-2 In the Matter of Appointments of Betty Larson and Peggy Hillman, term expires 6/91 to the Campaign Management Council
- C-3 In the Matter of Appointment of Harold McLaurin, term expires 12/31/90 to the Expo Center Advisory Board
- C-4 In the Matter of Appointment of Donnie Griffin, term expires 12/31/90 to the Metropolitan Human Relations Commission

DEPARTMENT OF GENERAL SERVICES

- R-1 Second Reading and Possible Adoption of an ORDINANCE in the Matter of Adoption of Salary Ranges for Fiscal Year 1990-91 for Employees Covered by the Exempt Classification/Compensation Plan and Repealing Ordinance No. 639

DEPARTMENT OF HUMAN SERVICES

- R-2 First Reading of an ORDINANCE to Provide Fee Schedule Changes for the Environmental Health Section of the Department of Human Services
- R-3 In the Matter of Approval of a Federal Emergency Management Agency Grant Award to Multnomah County from the Emergency Food and Shelter National Board Program

- R-4 Ratification of an Intergovernmental Agreement Between the City of Portland and Multnomah County, Social Services Division, to Provide Funding for the FY 90/91 Central City Concern Inebriate Pick-up Service Program
- R-5 Ratification of an Intergovernmental Agreement Between the State of Oregon, Mental Health and Developmental Disabilities Services Division, Oregon State Hospital, and Multnomah County Department of Human Services, Social Services Division, to Provide Guidelines and Procedures to Ensure Effective Care and Treatment of Child and Adolescent Treatment Program Clients Admitted to Oregon State Hospital
- R-6 Ratification of Contract Modification Number 2 to the Intergovernmental Agreement Between Multnomah County, Aging Services Division and Tri-Met, to Extend the Door-to-Door Rides for Elderly Program through September 30, 1990

JUSTICE SERVICES

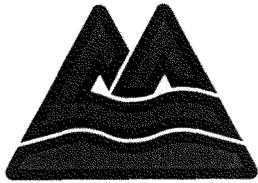
SHERIFF'S OFFICE

- R-7 Ratification of an Intergovernmental Agreement Between Portland Community College and Multnomah County, to Provide a GED Instruction and Testing Program for Inmates of the Multnomah County Correctional Facilities

COMMUNITY CORRECTIONS

- R-8 Ratification of an Intergovernmental Agreement Between the City of Portland and Multnomah County to Provide Funding to the Council for Prostitution Alternatives for Services to Clients

0702C/1-5/cap  
6/29/90



# MULTNOMAH COUNTY OREGON

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

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

## SUPPLEMENTAL AGENDA

Friday, July 6, 1990 - 9:00 AM

Multnomah County Courthouse, Room 602

### EXECUTIVE SESSION

1. The Multnomah County Board of Commissioners will meet in Executive Session pursuant to ORS 192.660 (2) for the purpose of discussing Labor Negotiations

0702C/6/cap  
7/5/90

Meeting Date: JUL 5 1990

Agenda No.: C-1, C-2, C-3, C-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Appointments

BCC Informal \_\_\_\_\_ (date) BCC Formal 7/5/90 (date)

DEPARTMENT Nondepartmental DIVISION Chair's Office

CONTACT Judy Boyer TELEPHONE 248-3308

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

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Appointments to Boards & Commissions - see attached

*Clerks:  
Interest forms w/b provided  
at the meeting*

(If space is inadequate, please use other side)

SIGNATURES:  
*[Handwritten Signature]*

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

Or

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

(All accompanying documents must have required signatures)

CLERK OF COUNTY BOARD  
1990 JUN 28 11 10 52  
MULTI-COUNTY  
OREGON

C-1

METROPOLITAN ARTS COMMISSION:

Appointment: Elizabeth Woody, term expires 6/92

Re-appointments: Richard Brown, term expires 6/92

Pat Wong, term expires 6/92

C-2

CAMPAIGN MANAGEMENT COUNCIL:

Appointments: Betty Larson (Library), term expires 6/91

Peggy Hillman (DHS), term expires 6/91

C-3

EXPO CENTER ADVISORY BOARD:

Appointment: Harold McLaurin, term expires 12/21/90

C-4

METROPOLITAN HUMAN RELATIONS COMMISSION:

Appointment: Donnie Griffin, term expires 12/31/90



# MULTNOMAH COUNTY OREGON

# BOARDS AND COMMISSIONS

## INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Metropolitan Arts Commission

B. Name Elizabeth A. Woody

Address 2036 SE 11th

City Portland State OR Zip 97214

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

Home Phone 231 7662

C. Current Employer Lillian Pitt

Address 11528 SE ~~11th~~ Lincoln Street

City Portland State OR Zip 97216

Your Job Title Studio Manager/Contract Arts

Work Phone 252 1854 (Ext) \_\_\_\_\_

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

D. Previous Employers	Dates	Job Title
<u>Self-Employed</u>		<u>Poet/Writer</u>
<u>Warm Springs Confederated Tribes</u>		<u>Culture Camp</u>
<u>NW Native Amer Services Task Force</u>		<u>Teacher's Asst</u>
<u>Consultant since 1988</u>		

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

CONTACT:

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

Name of Organization	Dates	Responsibilities
NW Native Amer Writers Assoc	1988-Present	Board Member
<del>Art Services Task Force</del>	<del>1988-Present</del>	<del>Consultant</del>
<del>ATL ATL (Nat'l Native Amer Art Services)</del>		<del>2nd Circle Reg't Rep.</del>

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Inst. of American Indian Art		
Evergreen State College	currently	major: (Humanities/English)

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

Lillian Pitt	252-1854
Judy Boyer	248 3308

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

NONE

I. Affirmative Action Information

F American Indian (Navaho/Warm Springs/Wasco)  
sex / racial ethnic background  
birth date: Month 12 Day 26 Year 59

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

Signature Elizabeth Woody/OKS Date 6/28/90



# MULTNOMAH COUNTY OREGON

# BOARDS AND COMMISSIONS

## INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

EXPOSITION CENTER ADVISORY COMMITTEE

B. Name HAROLD ANTHONY MCLAURIN

Address 5018 N. WILLIAMS AVENUE

City PORTLAND State OREGON Zip 97217

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

Home Phone 503 287-3952

C. Current Employer SELF-EMPLOYED

Address 5018 N. WILLIAMS AVENUE

City PORTLAND State OREGON Zip 97217

Your Job Title BUSINESS CONSULTANT

Work Phone 503 287-3952 (Ext) \_\_\_\_\_

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

D. Previous Employers	Dates	Job Title
FIRST INTERSTATE BANK OF OREGON	1976-82	BANKING OFFICER
U.S. AIR FORCE - RETIRED	1956-76	ELECTRONIC CRYPTO. SUPERVISOR/INSTRUCTOR

CONTACT:

Judy Boyer

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

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

Name of Organization	Dates	Responsibilities
STATE OF OREGON, HOUSING AUTHORITY	1978-82	MEMBER
UNITED WAY OF CAL.-WIL.	1978	LOAN EXECUTIVE
KIWANIS INTERNATIONAL	1978-80	MEMBER

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
PORTLAND COMMUNITY COLLEGE	9/79	MANAGEMENT BUSINESS
PORTLAND STATE UNIVERSITY	79-82	2 YEARS

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

MR. WILLIE C. HARRIS 3634 N. WILLIAMS AVE PORTLAND, OR 97227 503 281-3502  
 MR. ROZELL GILMORE 3909 N. OVERLOOK TER. PORTLAND, OR 97227 503 284-0848

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

NONE

I. Affirmative Action Information

MALE / BLACK  
 sex / racial ethnic background

birth date: Month 11 Day 02 Year 36

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

Signature Harold A. McLawrence Date 04/26/90



# MULTNOMAH COUNTY OREGON

# BOARDS AND COMMISSIONS

## INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Metropolitan Human Relations Commission

B. Name DONNIE YOUNG GRIFFIN

Address 3100 NE 37th

City Portland State Oregon Zip 97212

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

Home Phone 249-8220

C. Current Employer U S WEST COMMUNICATIONS

Address 421 SW Oak, Room 8S10

City Portland State Oregon Zip 97212

Your Job Title Director - Community Affairs and Corporate Communications

Work Phone 242-6878 (Ext) \_\_\_\_\_

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

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

Spokane Chronicle Publishing Company 1974-76 Reporter/Columnist

CONTACT:

Judy Boyer

GLADYS McCOY, MULTNOMAH COUNTY CHAIR  
1021 SW 4TH, ROOM 134  
PORTLAND, OREGON 97204

(503) 244-3308

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

<u>Name of Organization</u>	<u>Dates</u>	<u>Responsibilities</u>
<u>Vehicle Forfeiture Oversight Committee</u>	<u>1990</u>	<u>review new city law for effectiveness</u>
<u>Leaders Roundtable</u>	<u>1990</u>	<u>support and enhance programs for children at risk</u>
<u>Board of Directors -- Urban League of Portland</u>	<u>--</u>	<u>community advocacy for poor &amp; minori</u>
<u>Advisory Board of Directors -- Oregon Associations of Minority Entrepreneurs</u>	<u>1989</u>	<u></u>

F. Please list all post-secondary school education.

<u>Name of School</u>	<u>Dates</u>	<u>Degree/Course of Study</u>
<u>Washington State University</u>	<u>1970-74</u>	<u>Bachelor of Arts - Communication</u>

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

Marsha Congdon - 421 SW Oak, Room 8S3, Portland 97212 -- 242-5234

Dick Bogle - Portland City Commissioner - City Hall - 248-4682

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

Telecommunications related issues that are competitive in nature

I. Affirmative Action Information

Male - African-American  
sex / racial ethnic background

birth date: Month 07 Day 06 Year 1952

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

Signature [Handwritten Signature] Date 6-18-90

lom  
6/83

DATE SUBMITTED June 15, 1990

JUL 0 5 1990

(For Clerk's Meeting Date JUN 28 1990  
Agenda No. R-12)

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Exempt Compensation Plan Ordinance

JUL 5 1990  
R-1

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

Formal Only June 28, 1990  
(Date)

DEPARTMENT D.G.S. DIVISION Employee Services

CONTACT Susan Ayers TELEPHONE 248-5015

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Linda Alexander

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

This Ordinance implements a 4.5 percent cost of living increase for exempt employees and exempt salary ranges, effective July 1, 1990.

*7/5/90 copies to Susan Ayers & Linda Alexander  
David Warren & Ordinance List*

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

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

- General Fund

Other Federal/State

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Linda Alexander

BUDGET / PERSONNEL David C. Warren / Susan Ayers

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

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

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

1990 JUN 10 9 41 AM  
CLERK OF COUNTY OF CLATSOP  
OREGON

ORDINANCE FACT SHEET

Title Exempt Compensation Plan Ordinance Effective Date July 1, 1990

Brief statement of purpose of ordinance (include the rationale for adoption of ordinance, a description of persons benefited, and other alternatives explored).  
To adopt a new Exempt Compensation Plan, implementing a 4.5 percent cost of living increase for exempt employees and exempt salary ranges, effective July 1, 1990.

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

N/A

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

N/A

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

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

Fiscal Impact Analysis

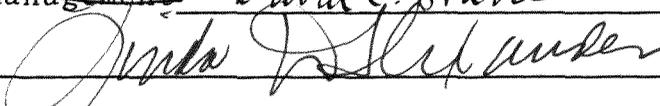
This cost of living adjustment was included as a part of the 1990-91 budget.

(If space is inadequate, please use other side)

SIGNATURES:

Office of County Counsel 

~~Office of County Management~~ David C. Starnes

Department Head 

Liaison Commissioner \_\_\_\_\_

BEFORE THE BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 655

An Ordinance in the matter of adoption of salary ranges for Fiscal Year 1990-91 for employees covered by the Exempt Classification/Compensation Plan and repealing Ordinance No. 639.

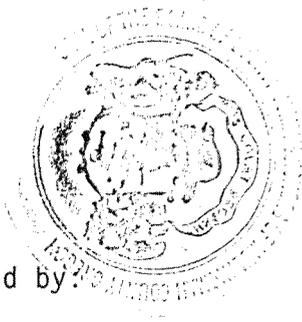
Multnomah County ordains the following:

Section I. Adoption of Salary Ranges. The July 1, 1990 salary rates for each classification as shown in Exhibit A, (Exempt Salary Ranges Effective July 1, 1990), which is incorporated by reference, are hereby adopted.

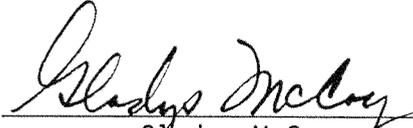
Section II. Repeal. Ordinance No. 639 is repealed.

Adopted this 5th day of July, 1990, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.

(SEAL)



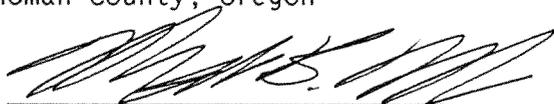
By:

  
Gladys McCoy  
Multnomah County Chair

Reviewed by:

Laurence Kressel  
County Counsel for  
Multnomah County, Oregon

By:

  
County Counsel

206ES2/SA

**EXHIBIT A  
EXEMPT SALARY RANGES  
EFFECTIVE JULY 1, 1990**

JOB CLASS NUMBER	FEDERAL CODE	JOB TITLE	Salary Range		
			Min.	Mid.	Max.
9006	14	ADMINISTRATIVE ASSISTANT	11.04	12.71	14.36
9330	02	ADMINISTRATIVE SPECIALIST 2	14.90	17.14	19.37
9023	01	BRIDGE OPERATIONS SUPERVISOR	9.54	11.45	13.36
9210	01	CASE MANAGEMENT SUPERVISOR	11.84	13.61	15.38
9007	02	CHAPLAIN	10.68	12.30	13.89
9003	00	CLERK OF THE BOARD	12.79	14.74	16.70
9002	00	CLERK OF THE BOARD/ASSISTANT	11.04	12.71	14.36
9004	14	CLERK/BOARD OF EQUALIZATION	11.04	12.71	14.36
9160	01	COMPUTER OPERATIONS SUPERVISOR	13.60	15.68	17.69
9200	01	CORRECTIONS COUNSELING SUPR	14.90	17.14	19.37
9404	01	CORRECTIONS PROGRAM MANAGER 1	18.15	20.88	23.59
9455	01	CORRECTIONS PROGRAM MANAGER 2	19.92	22.94	25.93
9510	00	COUNTY COUNSEL	25.82	29.71	33.60
9131	01	DATA PROCESSING MANAGER 1	16.99	19.53	22.09
9132	01	DATA PROCESSING MANAGER 2	19.92	22.94	25.93
9500	01	DENTAL HEALTH OFFICER	23.46	26.98	30.50
9390	02	DENTIST 1	16.99	19.53	22.09
9430	01	DENTIST 2	19.92	22.94	25.93
9285	00	DEPUTY AUDITOR	16.99	19.53	22.09
9060	02	DEPUTY COUNTY COUNSEL 1	12.82	14.74	16.67
9190	02	DEPUTY COUNTY COUNSEL 2	14.90	17.14	19.37
9440	02	DEPUTY COUNTY COUNSEL 3	18.78	21.59	24.41
9445	02	DEPUTY COUNTY COUNSEL 4	19.92	22.94	25.93
9465	00	DEPUTY DIST ATTY/FIRST ASST	0	0	0
9450	00	DEPUTY DISTRICT ATTORNEY/CHIEF	24.22	27.86	31.49
9402	01	ELECTRICAL SUPERVISOR	19.41	20.87	22.30
9080	14	EMPLOYEE SERVICES ANALYST 1	11.05	13.26	15.47
9350	02	ENGINEER/STRUCTURAL	18.08	20.79	23.50
9230	02	ENGINEER/TRAFFIC	18.08	20.79	23.50
9460	00	EXECUTIVE ASSISTANT	0	0	0
9530	00	EXECUTIVE PROGRAM DIRECTOR	25.82	29.71	33.60
9045	02	FACILITIES COORDINATOR	12.82	14.74	16.67
9046	01	FACILITIES SUPERVISOR	14.90	17.14	19.37
9035	01	FINANCE OPERATIONS SUPERVISOR	13.60	15.68	17.69
9340	02	FINANCE SPECIALIST 2	14.90	17.14	19.37
9335	01	FINANCE SPECIALIST SUPERVISOR	13.60	15.68	17.69
9550	00	HEALTH OFFICER	28.42	32.69	36.94
9520	01	HEALTH OFFICER/ASSISTANT	25.82	29.71	33.60
9406	01	HUMAN SERVICES MANAGER	18.71	21.51	24.32
9105	01	HUMAN SERVICES SPECIALIST	15.41	17.73	20.04
9220	01	JUVENILE COUNSELING SUPR	14.90	17.14	19.37
9435	01	LABOR RELATIONS MANAGER	19.92	22.94	25.93
9081	14	LABOR RELATIONS SPECIALIST	11.05	13.26	15.47
9024	01	LAUNDRY SUPERVISOR	12.82	14.74	16.67
9055	02	LAW CLERK	11.04	12.71	14.36
9001	00	LEGISLATIVE/ADMIN SECRETARY	0	0	0
9139	01	MAINTENANCE OPERATIONS SUPR	13.60	15.68	17.69
9140	01	MAINTENANCE SUPR/ROADS	13.60	15.68	17.69
9090	02	MANAGEMENT ANALYST	12.82	14.74	16.67
9384	02	MANAGEMENT ASSISTANT	16.99	19.53	22.09
9022	00	OFFICE MANAGER/AUDITOR	10.61	12.18	13.77
9021	00	OFFICE MANAGER/CHAIR	10.61	12.18	13.77
9010	00	OPERATIONAL AUDITOR 1	10.61	12.18	13.77
9120	00	OPERATIONAL AUDITOR 2	13.53	14.85	16.15
9280	00	OPERATIONAL AUDITOR 3	14.90	17.14	19.37
9156	01	OPERATIONS MANAGER	14.90	17.14	19.37
9025	01	OPERATIONS SUPERVISOR 1	11.04	12.71	14.36
9155	01	OPERATIONS SUPERVISOR 2	13.26	15.26	17.23
9360	01	PHARMACIST SUPERVISOR	16.99	19.53	22.09
9355	02	PHARMACIST/CLINIC	14.90	17.14	19.37
*9490	02	PHYSICIAN	25.82	29.71	33.60
9141	01	PLANT MAINTENANCE SUPERVISOR	13.60	15.68	17.69
9115	01	PROGRAM DEVELOPMENT SPEC/SR	14.90	17.14	19.37
9375	01	PROGRAM MANAGEMENT SPECIALIST	16.99	19.53	22.09
9320	01	PROGRAM MANAGER 1	16.99	19.53	22.09
9420	01	PROGRAM MANAGER 2	19.92	22.94	25.93
9480	01	PROGRAM MANAGER 3	22.50	25.86	29.25
9145	01	PROGRAM SUPERVISOR	14.90	17.14	19.37
9154	01	PROGRAM/STAFF ASSISTANT	14.90	17.14	19.37
9425	01	PUBLIC SAFETY MANAGER	19.92	24.58	29.25
9135	01	REGIONAL PARK SUPERVISOR	12.20	13.38	14.56
9400	00	STAFF ASSISTANT	0	0	0
9365	01	WAREHOUSE SUPERVISOR	11.84	13.61	15.38

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

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

DATE SUBMITTED 6/13/90

(For Clerk's Use) JUN 05 1990

Meeting Date \_\_\_\_\_

Agenda No. R-2

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Fee Ordinance Changes

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

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

DEPARTMENT Human Services

DIVISION Health

CONTACT Art Bloom

TELEPHONE 248-3400

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Art Bloom

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

Establishes license fee increases by using a fee schedule based on seating capacity for full service restaurants. Increases fees for temporary restaurants, warehouses, mobile units, vending machines, tourist accommodations, and swimming pools. Decreases fees for seasonal restaurants. Increases fees for plan review for food service facilities and swimming pools.

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

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 minutes

IMPACT:

PERSONNEL \_\_\_\_\_

FISCAL/BUDGETARY

-General Fund-

Other \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: R. Duane Zury (u)

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

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

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

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

REC'D JUN 14 1990  
OFFICE OF THE COUNTY CLERK

Title 5.10.320 through 5.10.345 Effective Date As soon as possible

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

Establishes license fee increases by using a fee schedule based on seating capacity for full service restaurants. Increases fees for temporary restaurants, warehouses, mobile units, vending machines, tourist accommodations, and swimming pools. Decreases fees for seasonal restaurants. Increases fees for plan review for food service facilities and swimming pools.

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

Washington and Clackamas Counties

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

They have been allowed to set fees to cover the cost of providing the inspections and plan reviews. Counties that have no general fund support must increase these fees annually to cover the cost of the inspection program.

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

O.R.S. 624.510 (1) and (2) - This is the delegation of authority to administer the inspection programs and set the fees for the program.

Fiscal Impact Analysis

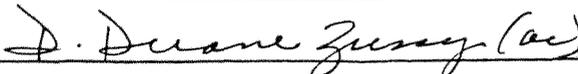
The net effect on general fund will be to eliminate all general fund support for these three inspection programs. The proposed fees are set to cover the entire cost of these three inspection programs.

(If space is inadequate, please use other side)

SIGNATURES:

Office of County Counsel 

Office of County Management \_\_\_\_\_

Department Head  (ac)

Liaison Commissioner \_\_\_\_\_

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS

2                                 FOR MULTNOMAH COUNTY, OREGON

3   ORDINANCE NO. \_\_\_\_\_

4             An ordinance to provide fee schedule changes for the  
5 Environmental Health Section of the Department of Human  
6 Services.

7  
8             (Language in brackets [] is to be deleted; underlined  
9 language is new.)

10            Multnomah County ordains as follows:

11  
12 SECTION 1.

13  
14            5.10.320 Food Service License Fee. For the services of  
15 the Department of Human Services in connection with issuance of  
16 food service licenses, the department shall collect a fee from  
17 every applicant, at the time of application [\$35 for each  
18 temporary restaurant license issued or applied for, and \$98 for  
19 each limited service license issued or applied for.]

20            The following fee structure shall apply for [regular] full  
21 service, limited services and commissary licenses issued or  
22 applied for [:] between January 1 and March 31:

23            [(A) 195 per license for each license applied for between  
24 January 1 and March 31, except that where more than two food  
25 service facilities are located at the same address, the license  
26 fee shall be \$195 for the first two facilities and \$98 for each

1 additional facility.]

2	<u>Seating Capacity 0-15</u>	\$200
	<u>Seating Capacity 16-50</u>	\$230
3	<u>Seating Capacity 51-100</u>	\$260
	<u>Seating Capacity Over 100</u>	\$290
4	<u>Commissaries</u>	\$200
	<u>Limited Service Restaurants</u>	\$200

5 Where there are more than two food service facilities  
 6 located at the same address and licensed by the same licensee,  
 7 the license fee shall be the amount listed above for the first  
 8 two largest facilities and one-half the amount for each  
 9 additional facility.

10 [(B) \$146 for each license applied for between April 1 and  
 11 June 30, except that where more than two food service  
 12 facilities are located at the same address, the license fee  
 13 shall be \$146 for the first two facilities and \$98 for each  
 14 additional facility.]

15 The following fee structure shall apply for full-service  
 16 restaurant and commissary licenses issued or applied for  
 17 between April 1 and June 30:

18	<u>Seating Capacity 0-15</u>	\$150
	<u>Seating Capacity 16-50</u>	\$173
19	<u>Seating Capacity 51-100</u>	\$195
	<u>Seating Capacity Over 100</u>	\$218
20	<u>Commissaries</u>	\$150
	<u>Limited Service Restaurants</u>	\$150

21 Where there are more than two food service facilities  
 22 located at the same address and licensed by the same licensee,  
 23 the license fee shall be the amount listed above for the first  
 24 two largest facilities and one-half the amount for each  
 25 additional facility.

26 [(C) \$98 for each license between July 1 and December 31.]

Page

The following fee structure shall apply for full-service restaurant or commissary licenses issued or applied for between July 1 and December 31:

<u>Seating Capacity 0-15</u>	<u>\$100</u>
<u>Seating Capacity 16-50</u>	<u>\$115</u>
<u>Seating Capacity 51-100</u>	<u>\$130</u>
<u>Seating Capacity Over 100</u>	<u>\$145</u>
<u>Commissaries</u>	<u>\$100</u>
<u>Limited Service Restaurants</u>	<u>\$100</u>

Where there are more than two food service facilities located at the same address and licensed by the same licensee, the licensee fee shall be the amount listed above for the first two largest facilities and one-half the amount for each additional facility.

For licenses issued or applied for the following special food service facilities, the following fees shall be charged:

Temporary Restaurants: \$ 70

Seasonal Full Service, Commissaries or Limited Service Restaurants Operation Six (6) Months or Less \$ 100

Warehouses [\$ 70] \$ 100

Mobile Units ]\$ 60] \$ 80

Vending Machines:

1 - 10 units [\$ 50] \$ 100

11 - 20 [\$ 100] \$ 200

21 - 30 [\$ 150] \$ 300

31 - 40 [\$ 175] \$ 350

41 - 50 [\$ 200] \$ 400

51 - 75 [\$ 300] \$ 500

76 - 100 [\$ 350] \$ 600

101 - 200 [\$ 400] \$ 800

201 - 400 [\$ 750] \$1,500

401 - 750 [\$1,200] \$2,400

751 - 1,000 [\$1,500] \$3,000

1,001 - 1,500 [\$2,000] \$4,000

1,502 - 2,000 \$2,000 plus \$1 each over 2,000 units

Page

1 SECTION 2. AMENDMENT

2 MCC Chapter 5.10 is amended to add the following:

3 5.10.321 Food service plan review. For the services of  
4 the Department of Human Services in connection with the review  
5 of plans for the construction of food service facilities as  
6 those terms are defined in ORS 624, the department shall  
7 collect a [~~\$60~~] \$100 fee from each applicant; and in connection  
8 with the review of plans for the remodeling of food service  
9 facilities, the department shall collect a [~~\$30~~] \$50 fee from  
10 each applicant.

11 5.10.322 Payment of license fees and delinquency penalty:

12 (A) ORS 624.020 states that all licenses issued under this  
13 section (ORS 624.020) terminate and are renewable on December  
14 31 of each year. The renewal of license fees imposed by MCC  
15 5.10.320 through 5.10.345 shall be paid on or before January 15  
16 of the current license year, to the department.

17 (B) Except as provided in subsection (C) of this section,  
18 to any license fee not paid as required in subsection (A) and  
19 (D) of this section there shall be added a penalty of fifty  
20 percent of such license fees.

21 (C) If the department determines that the delinquency was  
22 due to reasonable cause and without any intent to avoid  
23 payment, the penalty provided by subsection (B) of this section  
24 shall be waived.

25 (D) When a license fee is due at any other time of the  
26

1 year, other than January 15, the license fee shall be payable  
2 to the department within fifteen days of application. If the  
3 license fee is not paid as provided in this subsection, then  
4 subsection (B) of this section shall apply.

5 5.10.323 Bed and Breakfast facilities. Food service  
6 license fees: For the services of the Department of Human  
7 Services in connection with the inspection of food service  
8 facilities as those terms are defined in ORS 624, the  
9 department shall collect a [~~\$30~~] \$100 annual license fee from  
10 each applicant.

11  
12 SECTION 3. AMENDMENT

13 MCC 5.10.340 is amended to read as follows:

14 5.10.340 Swimming pool license fee. For the services of  
15 the Department of Human Services in connection with the  
16 inspection of public swimming pools, public spa pools, and  
17 bathhouses as those terms are defined in ORS 448.005, the  
18 department shall collect a [~~\$115~~] \$150 annual license fee from  
19 each applicant, except where more than one public swimming pool  
20 or public spa pool is located at the same address, and operated  
21 by the same licensee, in which case the annual license fee  
22 shall be as follows:

- 23 For the first three pools            [~~\$115~~]            \$150 each
- 24 For each additional pool            [~~\$ 35~~]            \$ 75 each

25 5.10.341 Swimming pool and spa plan review. For the  
26 services of the Department of Human Services in connection with

Page

1 the review of plans for the construction of public swimming  
2 pools, public spa pools and bath houses as those terms are  
3 defined in ORS 448.005 the department shall collect a [\$300]  
4 \$400 fee from each applicant.

5  
6 SECTION 4. AMENDMENT

7 MCC 5.10.345 is amended to read as follows:

8 5.10.345 Tourist and travelers facilities [inspection]  
9 license fees. For the services of the Department of Human  
10 Services in connection with the issuance of licenses the  
11 department shall collect from every applicant, at the time of  
12 application, the following fees:

13 Tourist and travelers facilities and recreation parks:

14	1 - 25 units	[\$ 50]	<u>\$ 75</u>	
	26 - 50	[\$ 75]	<u>\$100</u>	
15	51 - 75	[\$100]	<u>\$125</u>	
	76 - 100	[\$125]	<u>\$150</u>	
16	101 and over	[\$125]	<u>\$150</u>	plus \$1 per unit over 101 units
17	Recreational parks	[\$ 30]	<u>\$100</u>	
18	Picnic parks	[\$ 30]	<u>\$ 50</u>	
	Organizational camps	[\$ 30]	<u>\$100</u>	

19  
20 SECTION 5. AMENDMENT

21 MCC Chapter 5.10 is amended to add the following:

22 5.10.346 Bed and Breakfast Facilities. Tourist  
23 Accommodations license fee. For the service of the Department  
24 of Human Services in connection with the inspection of tourist  
25 accommodation facilities as those terms are defined in ORS 446  
26 the department shall collect a [\$30] \$50 annual license fee

Page

1 from each applicant.

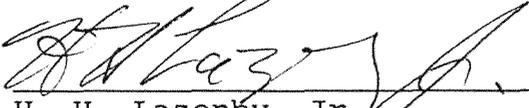
2  
3 ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_,  
4 1990, being the date of its \_\_\_\_\_ reading before the Board  
5 of County Commissioners of Multnomah County.

6  
7 (SEAL)

8 By \_\_\_\_\_  
9 Gladys McCoy, Chair  
Multnomah County, Oregon

10 REVIEWED:

11 LAURENCE KRESSEL, COUNTY COUNSEL  
12 FOR MULTNOMAH COUNTY, OREGON

13 By  \_\_\_\_\_  
14 H. H. Lazenby, Jr.  
Assistant County Counsel

15 06/05/90:1

16 5ATTY.111/mw

17  
18  
19  
20  
21  
22  
23  
24  
25  
26

Page

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

(For Clerk's Use)  
Meeting Date JUN 05 1990  
Agenda No. R-3

REQUEST FOR PLACEMENT ON THE AGENDA  
ACCEPTANCE OF FEDERAL EMERGENCY MANAGEMENT  
Subject: AGENCY (FEMA) GRANTS

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

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

DEPARTMENT HUMAN SERVICES DIVISION AGING SERVICES

CONTACT BILL THOMAS/JOHN PEARSON TELEPHONE 248-5464

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD DUANE ZUSSY/JIM MCCONNELL

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

The Federal Emergency Management Agency (FEMA) has amended the 1988-89 grant with an addition of \$46,522. Additionally, a grant for \$397,583 has been awarded for 1989-90. This action is to accept the Federal Emergency Management Agency amended grant award for 1988-89 and new grant award for 1989-90.

*7/5/90 Annotated Agenda to Bill Thomas*

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

ACTION REQUESTED:

INFORMATION ONLY     PRELIMINARY APPROVAL     POLICY DIRECTION     APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 MINUTES

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

- General Fund

Other \_\_\_\_\_

SIGNATURES:

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

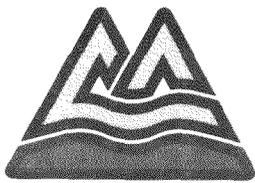
BUDGET / PERSONNEL \_\_\_\_\_

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

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

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

CLERK OF COUNTY  
OREGON  
1990 JUN 22 11 8 AM  
ELECTED OFFICIAL



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
AGING SERVICES DIVISION — (503) 248-3646  
COMMUNITY ACTION PROGRAM OFFICE — (503) 248-5464  
421 S.W. 5TH, 2ND FLOOR  
PORTLAND, OREGON 97204  
FAX # (503) 248-3332

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

## MEMORANDUM

**To:** Gladys McCoy  
Multnomah County Chair

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

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

**DATE:** June 4, 1990

**SUBJECT:** APPROVAL OF GRANT AWARD FROM THE EMERGENCY FOOD AND SHELTER  
NATIONAL BOARD PROGRAM

**RETROACTIVE STATUS:** The County has received an award of \$397,583.00 from the Emergency Food and Shelter National Board Program for the period 11/1/89 to 10/31/90. Processing of this amendment has been delayed as staff determined the correct procedures for a grant award which required no signature to be processed.

**RECOMMENDATION:** The Aging Services Division (ASD) recommends that the County Chair accept the attached revenue grant award.

**ANALYSIS:** The County has received FY 90 award from the Emergency Food and Shelter National Board Program in the amount of \$397,583.00 for the period 11/1/89 to 10/31/90. The County will pass all of these funds through to Metropolitan Community Action (MCA) for services to be provided by community agencies via subcontract from MCA.

**BACKGROUND** The services to be provided with these grant funds are as follows: emergency shelter; emergency rent; hot meals; and purchase of bulk food for distribution through food baskets. These funds are being added to the adopted Community Action Program Office budget in DHS Bud. Mod. No. 40 which is being processed concurrently with this amendment.

0087f

# EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM

601 North Fairfax Street, Suite 225, Alexandria, Virginia 22314-2007

703-683-1166

Phase VIII  
PL 101-100



**Chair**  
Robert G. Chappell  
Assistant Associate Director  
Office of Disaster Assistance Programs  
Federal Emergency Management  
Agency  
500 C Street, SW  
Washington, DC 20472



Brother Joseph Berg  
Associate Director for Special  
Programs  
Catholic Charities, USA  
1319 F Street, NW  
Washington, DC 20004



Enso V. Bighinatti  
American Red Cross  
17th & D Streets, NW  
Washington, DC 20006



William I. Fields  
Director  
Inclusiveness  
United Way of America  
701 North Fairfax Street  
Alexandria, VA 22314



Mary Anderson Cooper  
Assistant Director, Washington Office  
National Council of Churches of Christ  
in the U.S.A.  
110 Maryland Avenue, NE  
Washington, DC 20002



Colonel Ernest A. Miller  
Director  
National Public Affairs Office  
The Salvation Army  
1025 Vermont Avenue, NW  
Washington, DC 20005



Mark Talisman  
Director  
Washington ACTION Office  
Council of Jewish Federations  
227 Massachusetts Avenue, NW  
Washington, DC 20002

## Staff

Wiley B. Cooper  
Director & Secretariat  
United Way of America  
703-683-1166

Fran McCarthy  
Emergency Management Specialist  
Federal Emergency Management  
Agency  
202-646-3652

Dear Agency Official:

Your Local Board has selected your organization for an award to provide food and/or shelter assistance to individuals in need. The award amount and your identification number are listed below. Please use your I.D. number on all correspondence and reports. A check/credit advise is enclosed for half/third of the award. The first date to which you can charge expenses under this program is indicated on the label below.

8-7080-00 8  
MULTNOMAH COUNTY OREGON DEPT. OF HUMAN  
AWARD AMOUNT: \$397,582.50  
JURISDICTION'S BEGIN  
SPENDING DATE: 11/01/89

An interim report (light tan) is enclosed for completion by each agency after first installment spending. This report should be completed, signed and mailed to your Local Board Chair for approval. THIS FORM MUST BE COMPLETED AND RETURNED TO THE LOCAL BOARD CHAIR IN ORDER TO RECEIVE SECOND/THIRD INSTALLMENTS.

Awards totaling less than \$100,000 will be paid in two equal installments. Awards totaling \$100,000 or more will be paid in three equal installments.

Second/third installments will be held until jurisdiction's final Local Board report and documentation have been reviewed and the audit is clear.

Both you and your Local Board have certified that your organization meets the following eligibility criteria:

- o Has the capability to provide emergency food and/or shelter services;
- o Will use funds to supplement or extend existing programs and services;
- o Is nonprofit;
- o Has an accounting system or a fiscal agent approved by the Local Board;
- o Conducts an annual audit;
- o Practices non-discrimination; (those agencies with a religious affiliation must agree not to refuse service to an applicant based on religion and not engage in religious proselytizing in any program receiving Emergency Food and Shelter Program funds);
- o If private, nonprofit, has a voluntary board.
- o Has read and understands the Eligible and Ineligible costs of this program;
- o Will provide required reports and documentation, as requested, to the Local Board;
- o Will expend monies only on eligible costs;
- o Will spend all funds and close out the program by jurisdiction's chosen end-date:

If not, you must inform the Local Board otherwise.

The specific budget for your agency is determined by your Local Board, based upon your funding request. Local Recipient Organizations (LROs) may not expend funds for items or services which have not been approved by their Local Board. If your Local Board has not contacted you regarding this award, information or assistance may be obtained from the United Way, American Red Cross or the head of your local government, each of whom would be members of your Local Board.

Roles and Responsibilities of Local Recipient Organizations (LROs) are outlined in the enclosed Phase VIII Responsibilities and Requirements manual beginning on page 20. All LROs are required to sign the Local Recipient Organization Certification Form found on page 71 of the manual.

Your Local Board is charged with ongoing monitoring of your program expenditures and services. Local decision-making is an operating principle of this emergency effort. Note: Local Boards can reallocate funds at their discretion.

Funds can be reallocated as a result of gross negligence, inadequate use of funds, failure to use funds for purposes intended and any other violation of the National Board Plan. Local Boards may also reallocate funds in response to changes in the priority needs of their community.

Your Local Board is empowered to transfer funds between LROs by amending the plan and informing the National Board. The Local Board is also authorized to allow LROs to shift funds between categories as long as funds are used in compliance with program guidelines.

We recognize the limited time schedule and ask you to do your best in this emergency effort. Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Robert G. Chappell". The signature is written in dark ink and is positioned above the printed name and title.

Robert G. Chappell  
Chair, National Board

Enclosures



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
AGING SERVICES DIVISION — (503) 248-3646  
COMMUNITY ACTION PROGRAM OFFICE — (503) 248-5464  
421 S.W. 5TH, 2ND FLOOR  
PORTLAND, OREGON 97204  
FAX # (503) 248-3332

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

## MEMORANDUM

To: Gladys McCoy  
Multnomah County Chair *Duane Zussy (cc)*

VIA: Duane Zussy  
Department of Human Services

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

DATE: June 4, 1990

SUBJECT: APPROVAL OF GRANT AWARD FROM THE EMERGENCY FOOD AND SHELTER  
NATIONAL BOARD PROGRAM

**RETROACTIVE STATUS:** This amendment adds an unanticipated supplement of \$46,522 to an existing grant which is retroactive to 11/1/88. Processing of this amendment has been delayed as staff determined the correct procedures for a grant award which required no signature to be processed.

**RECOMMENDATION:** The Aging Services Division (ASD) recommends that the County Chair approve the attached amendment to the County's existing grant for the receipt of Federal Food and Shelter National Board Program funds.

**ANALYSIS:** The original grant award provided for the receipt of supplemental funds. Subsequently \$46,522 was received as a supplement to the original grant. These funds were subcontracted to Metropolitan Community Action (MCA) to provide emergency shelter assistance through the Red Cross shelter voucher program. This use of funds has been approved by the local Fema Board.

**BACKGROUND** The services to be provided with these grant funds are as follows: emergency shelter; emergency rent; hot meals; and purchase of bulk food for distribution through food baskets. These funds have previously been budgeted in the Community Action Program Office (CAPO) FY90 budget.

0104f

# EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM

601 North Fairfax Street, Suite 225, Alexandria, Virginia 22314-2007

703-683-1166



**Chair**  
Robert G. Chappell  
Assistant Associate Director  
Office of Disaster Assistance Programs  
Federal Emergency Management  
Agency  
500 C Street, SW  
Washington, DC 20472

Phase VII  
PL 101-45

Dear Agency Official:

Your Local Board has selected your organization for an award under Phase VII, Part 2 to provide food and/or shelter assistance to individuals in need. The award amount and your identification number are listed below. Please use your I.D. number on all correspondence and reports.



Brother Joseph Berg  
Associate Director for Special  
Programs  
Catholic Charities, USA  
1319 F Street, NW  
Washington, DC 20004



Enso V. Bighinatti  
American Red Cross  
17th & D Streets, NW  
Washington, DC 20006

7-7080-00 008  
\$46,522.00

If your agency has previously requested and received its second half payment of the first Phase VII allocation, a check is enclosed for the entire amount of this additional allocation. If you have not yet requested your second check, this additional money will be included in your second check. All second check requests must be received by the National Board no later than September 15, 1989. No funds will be issued if a second check request/interim report has not been submitted.



William I. Fields  
Director  
Inclusiveness  
United Way of America  
701 North Fairfax Street  
Alexandria, VA 22314

Both you and your Local Board have certified that your organization meets the eligibility criteria stated on the Local Recipient Organization Certification Form. If not, you must inform the Local Board otherwise.



Mary Anderson Cooper  
Assistant Director, Washington Office  
National Council of Churches of Christ  
in the U.S.A.  
110 Maryland Avenue, NE  
Washington, DC 20002

Your Local Board is charged with ongoing monitoring of your program expenditures and services. Local decision-making is an operating principle of this emergency effort. Note that Local Boards can reallocate funds at their discretion.



Colonel Ernest A. Miller  
Director  
National Public Affairs Office  
The Salvation Army  
1025 Vermont Avenue, NW  
Washington, DC 20005

We recognize the limited time schedule and ask you to do your best in this emergency effort. Thank you for your cooperation.



Mark Talisman  
Director  
Washington ACTION Office  
Council of Jewish Federations  
227 Massachusetts Avenue, NW  
Washington, DC 20002

Sincerely,

*Robert G. Chappell*

Robert G. Chappell  
Chair, National Board

*\$46,522*  
*Jo Beel Morais*  
*9/11/89*

0036

**Staff**

Wiley B. Cooper  
Director & Secretariat  
United Way of America  
703-683-1166

Fran McCarthy  
Emergency Management Specialist  
Federal Emergency Management  
Agency  
202-646-3652

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

(For Clerk's Use)  
Meeting Date JUL 05 1990  
Agenda No. R-4

REQUEST FOR PLACEMENT ON THE AGENDA  
Ratification of an IGA-  
Subject: City of Portland Contract

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

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

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

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

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

Ratification of an IGA with City of Portland to help fund the CHIERS program in the amount of \$35,000 for FY 90/91. Revenue is included in the SSD program budget.

*7/5/90 originals to Kathy Tinkle*

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

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- RATIFICATION

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

IMPACT:

PERSONNEL

FISCAL/BUDGETARY 1415 - \$35,000

- General Fund

Other Local F/S

SIGNATURES:

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

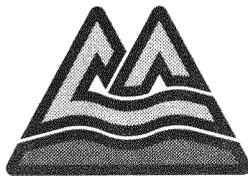
BUDGET / PERSONNEL 1

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) *JD*

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

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





# MULTNOMAH COUNTY OREGON

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

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

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

**TO:** Gladys McCoy  
Multnomah County Chair

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

**FROM:** Gary Smith *GS*  
Director, Social Services Division

**DATE:** June 12, 1990

**SUBJECT:** Recommendation to Approve City of Portland-CHIERS Agreement.

---

**RECOMMENDATION:** Social Services Division recommends County Chair and Board approval of an agreement between the City of Portland-CHIERS and the Alcohol and Drug Program for the period July 1, 1990 through June 30, 1991.

**ANALYSIS/BACKGROUND:** As part of this \$35,000 agreement, the county will administer the contract with Central City Concern Inebriate Pick-up Service. The county will also ensure fiscal management regarding disbursement of funds as well as oversee the management of the Inebriate Pick-up Service to ensure that services are being provided as agreed.

This agreement supplies the city's funding for the Inebriate Pick-up Service. The remaining funding is supplied by the county. Central City Concern has been providing this service to the county for four years.

[CHIERS]



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

Contract # 101721 <sup>FY</sup> 90-91  
Amendment # —

MULTNOMAH COUNTY OREGON

<p><b>CLASS I</b></p> <input type="checkbox"/> Professional Services under \$10,000	<p><b>CLASS II</b></p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p><b>CLASS III</b></p> <input checked="" type="checkbox"/> Intergovernmental Agreement Revenue <p style="text-align: center;"><b>RATIFIED</b></p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-4 July 5, 1990</p>
---	---	--

Contact Person ~~Susan Clark~~ <sup>XXXXXXXXXXXX</sup> Kathy Tinkle Phone 248-3691 Date 6/11/90  
 Department Human Services Division Social Services Bldg/Room 160/6

Description of Contract Renews city's obligation to assist with funding CHIERS program for FY 90/91 in the amount of \$35,000.00.

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

Contractor Name City of Portland  
 Mailing Address 808 SW 3rd, Room 600  
Portland, OR 97204  
 Phone 796-5166  
 Employer ID # or SS # N/A-Revenue  
 Effective Date July 1, 1990  
 Termination Date June 30, 1991  
 Original Contract Amount \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ 35,000

Payment Term  
 Lump Sum \$ \_\_\_\_\_  
 Monthly \$ \_\_\_\_\_  
 Other 1/3 \$ 3x a year.  
 Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
 Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager D. Duane Zessy (cc)  
 Purchasing Director \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel [Signature]  
 County Chair/Sheriff [Signature]

Date 6-15-90  
 Date \_\_\_\_\_  
 Date 6-19-90  
 Date 7/5/90

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1415						Rev. Code 2773	35,000.	
02.											
03.											

## AGREEMENT

An Agreement between the City of Portland, Oregon (City) and Multnomah County, Social Services Division (Contractor) to provide funding for the Central City Concern Inebriate Pick-up Service.

## RECITALS:

1. Multnomah County, Social Services Division provides the Inebriate Pick-up Service through Central City Concern.
2. The City has agreed to provide funding to Multnomah County to support a portion of the costs of the Inebriate Pick-up Service.
3. Funding this type of activity furthers the goals of the Mayor's 12-Point Plan on the Homeless.
4. The City Council has authorized \$35,000 from the General Fund Bureau of Community Development in the approved FY 90-91 budget for the Inebriate Pick-up Service.
5. The City now desires to enter into a formal agreement with Multnomah County so that services can be continued without delay.

## AGREED:

I. Scope of Services

Multnomah County, Social Services Division will provide the services described below relative to the Inebriate Pick-up Service program.

- A. Administer the contract between Multnomah County and the agency providing the service for the period of July 1, 1990 to June 30, 1991.
- B. Ensure proper fiscal control over the disbursement of funds to the service provider.
- C. Oversee the service provider's management of the Inebriate Pick-up Service to ensure the following services are provided:
  1. The Service Provider will provide emergency inebriate first responder and transportation services, which will consist of the following:
    - a. Operate a van equipped as follows:
      - (1) VHF radio with all medical frequencies;
      - (2) emergency lighting and audible equipment to allow for emergency vehicle operation under ORS 801.260, 816.350, 816.370, 820.320, 820.370, 820.380;

- (3) emergency care equipment as required by applicable ORS for a Basic Life Support Ambulance;
  - (4) a patient compartment free of hazards to inebriated occupants.
- b. Staff the van 16 hours per day, seven days per week. (County may modify hours of operation based on actual demand for services.) The minimal staffing will be a driver and one Emergency Medical Technician I. At least one person staffing the van will be deputized by Multnomah County Sheriff's Department and acting pursuant to ORS 426.460 shall transport inebriated persons in need of sobering or detoxification to Contractor's facility. Staff will follow all applicable Emergency Medical Services and all rules, standards, and procedures as set forth by the Multnomah County Sheriff's Department. Staff must be uniformed and identifiable as emergency inebriate first response personnel.
- c. Make the service available to inebriate incapacitated individuals in the following geographic area:
- Eastern Boundary: 12th from Banfield Freeway to SE Morrison St. on east side of Willamette River and west side of Willamette River to SW Jefferson.
- Southern Boundary: Morrison St. from SE 12th to the Willamette River on the east side of Willamette River and SW Jefferson from Willamette River to SW 14th.
- Western Boundary: 14th from SW Jefferson to NW Lovejoy.
- Northern Boundary: Lovejoy St. from NW 14th to the Willamette River to SE 12th.
- d. Respond to at least 70% of the requests for first responder inebriation requests made by EMS dispatch.
- e. Make a record on each pickup. The record must minimally include: pickup location, patient problem, time, destination, age of patient (estimate), sex of patient, any pertinent history.
- f. The van must be involved in response to or transportation of inebriation emergencies or on "pick-up cruising" at least 80% of the designated work hours each day.

2. As needed, an advisory committee will be convened to advise the Contractor on the direction of the program. The committee will at a minimum contain one merchant and one resident from the covered area, representatives of Multnomah County Alcohol and Drug Program, Portland/Multnomah County Emergency Medical Services Office, Hooper Detox, Portland Police Bureau, and Emergency Medical Services Medical Advisory Board.

## II. Compensation and Method of Payment

Multnomah County will be compensated for the above described services by the City of Portland through the General Fund.

Payments to Multnomah County will be made upon receipt of billing in three lump sums; at the beginning, mid-point, and end of the contract year. Each billing will not exceed one-third of the contracted budget. Multnomah County agrees to keep appropriate financial records of the Central City Concern's expenses for the Inebriate Pick-up Service. TOTAL COMPENSATION WILL NOT EXCEED THIRTY-FIVE THOUSAND DOLLARS (\$35,000).

## III. City Project Manager

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

## IV. Reporting Requirements

Prepare a quarterly report based on the scope of services above and submit to the Bureau of Community Development. In the second quarter and final report include information on the status of EMS for future funding of the CHIERS program.

## V. General Contract Provisions

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

such documents.

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

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

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

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

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

- D. CHANGES. The City may, from time to time, request changes in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this contract. Any change that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. Other changes may be approved by the Director of the Bureau of Community Development.
- E. NON-DISCRIMINATION. During the performance of this Contract, the Contractor agrees as follows:
  - 1. The Contractor will comply with the provision of Title VI of the Civil Rights Act of 1964 which provides that no person

in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with federal financial assistance.

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

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

4. Equal Employment Opportunity:

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

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

this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246, as amended by Executive Order No. 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246, as amended by Executive Order 11375, and the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246, as amended by Executive Order 11375, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to these books, records, and accounts by the City, the Secretary of Labor and the Secretary of Housing and Urban Development for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246, as amended by Executive Order 11375 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11375, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph 5.a and the provisions of paragraphs 5.a through 5.g in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provision will be binding upon each

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

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

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

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

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

J. INDEMNIFICATION. The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under this contract.

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

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

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

L. WORKERS' COMPENSATION INSURANCE.

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

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

ORS Chapter 656, Workers' Compensation. The Contractor shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

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

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

- O. REPORTING REQUIREMENTS. The Contractor shall report on its activities in a format and by such times as prescribed by the City.

- P. CONFLICTS OF INTEREST. No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds thereof.

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

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

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

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

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

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

In all cases in which personal property is sold, the proceeds shall be program income, and personal property

not needed by the Contractor for CDBG activities shall be transferred to the City for the CDBG program or shall be retained after compensating the City.

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

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

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

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

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

- X. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of any agency, a member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.

VII. Period of Agreement

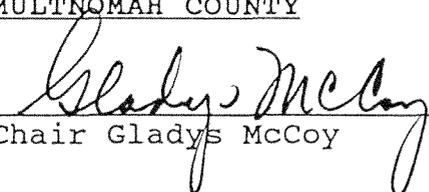
The terms of this Agreement shall be effective as of July 1, 1990 and shall remain in effect during any period the Contractor has control over Federal funds, including program income. Work by the Contractor shall terminate as of June 30, 1991.

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

CITY OF PORTLAND

MULTNOMAH COUNTY

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

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

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

APPROVED AS TO FORM:

REVIEWED:

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

  
\_\_\_\_\_  
Laurence Kressel  
Multnomah County Counsel

**RATIFIED**  
**Multnomah County Board**  
**of Commissioners**  
July 5, 1990

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

(For Clerk's Use) JUL 05 1990  
Meeting Date \_\_\_\_\_  
Agenda No. R-5

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of IGA

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

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

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

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

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

Ratification of an agreement with Oregon State Hospital and the Social Services Division that ensures effective care and treatment for clients admitted to the hospital. The contract is for FY 90/91 and has no fiscal impact.

*7/5/90 Originals to Kathy Tinkle*

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

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- RATIFICATION

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

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

-General Fund

Other \_\_\_\_\_

SIGNATURES:

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

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

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

OTHER \_\_\_\_\_

(Purchasing, Facilities Management, etc.)

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

1990 JUN 22 11 08 50 AM  
MULTI-COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

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

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

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

TO: Gladys McCoy  
Multnomah County Chair

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

FROM: Gary Smith *GS*  
Director, Social Services

DATE: May 31, 1990

SUBJECT: Recommendation to Approve an Agreement with Oregon State Hospital.

RETROACTIVE STATUS: This agreement is being processed retroactive as it was received by the division from Oregon State Hospital on May 23, 1990.

RECOMMENDATION: Social Services Division recommends County Chair and Board approval of an intergovernmental agreement between the Mental and Emotional Disabilities Program Office and Oregon State Hospital for the period May 18, 1990 through June 30, 1991.

ANALYSIS: This agreement has no fiscal impact. The purpose of this agreement between OSH and Multnomah County Department of Human Services, Social Services Division is to provide guidelines and procedures to assure an effective continuum of care and treatment for the citizens of the State of Oregon through cooperation and communication prior to admission to the hospital and during admission, treatment and discharge.

BACKGROUND: Although this agreement has no fiscal impact, it is being processed through the county contract system and being presented to the Board of County Commissioners for ratification as required by County Administrative Procedure #2106.

[OSH]



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

MULTNOMAH COUNTY OREGON

Contract # 103520  
Amendment # -

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

Contact Person Kathy Tinkle Phone 248-3691 Date 5/29/90  
 Department Human Services Division Social Services Bldg/Room 160/6  
 Description of Contract Provides guidelines and procedures to enable treatment to patients at Oregon State Hospital.

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

Contractor Name Oregon State Hospital  
 Mailing Address 2600 Center Street NE  
Salem, OR 97310  
 Phone 378-2348  
 Employer ID # or SS # \_\_\_\_\_  
 Effective Date May 18, 1990  
 Termination Date June 30, 1991  
 Original Contract Amount \$ N/A  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ N/A

Payment Term

Lump Sum \$ \_\_\_\_\_

Monthly \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

Requirements contract - Requisition required.

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

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

**REQUIRED SIGNATURES:**

*KH* Department Manager *D. Duane Zung (ac)* Date 6-15-90  
 Purchasing Director \_\_\_\_\_ Date \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel *[Signature]* Date 6-19-90  
 County Chair/Sheriff *[Signature]* Date 7/5/90

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

# MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES SERVICES DIVISION

## 1989-91 OREGON STATE HOSPITAL COMMUNITY LINKAGE AGREEMENT (May 18, 1990, Revision)

This Agreement between the State of Oregon, Mental Health and Developmental Disabilities Services Division, OREGON STATE HOSPITAL, hereinafter called OSH, and MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES, SOCIAL SERVICES DIVISION, hereinafter called CMHP, is authorized under ORS 430.630(6) and OAR 309-14-035(2)(c) and OAR 309-31-215(1) and (8). This Agreement shall be effective May 18, 1990, through June 30, 1991. Amendments to this Agreement shall be valid only when they have been submitted in writing and approved in writing by OSH and CMHP. All or part of this Agreement may be terminated by mutual agreement of the parties confirmed in writing, not less than sixty (60) days prior to the date of termination. Disputes arising from this Agreement between OSH and CMHP will be resolved when possible at the lowest appropriate management levels, followed by consultation with the Superintendent and Community Mental Health Program Director, if necessary.

### PURPOSE

The purpose of this Agreement between OSH and CMHP is to provide guidelines and procedures to assure an effective continuum of care and treatment for the citizens of the State of Oregon through cooperation and communication prior to admission to the hospital and during admission, treatment, and discharge.

### CHILD AND ADOLESCENT TREATMENT PROGRAM (CATP)

#### I. Agencies Involved

It is understood that both the CATP staff and CMHP staff have the responsibility to adhere to this agreement (OAR 309-14-035 [2] [c]). Requests for Mental Health consultation may come from the following agencies: Juvenile Court, Children's Services Division, Educational Services Dist., local community schools, Adult and Family Services (AFS), parents, private practitioners and other hospitals.

The decision-making process for children being referred to CATP includes those local agencies or persons aware of the treatment needs of the child and the family. It assures consideration of resources and interventions available close to home, with Multnomah County Office of Child and Adolescent Mental Health (OCAMHS) maintaining community linkage responsibility; maintains community responsibility for referral, treatment, and release planning; provides a base for collective community agency awareness of special children, and for

potential integrated planning and advocacy; and promotes continuity of care, as well as admittance of those who are most in need to CATP.

The OCAMHS will identify a staff member to serve as the contact for communities to refer identified at-risk children for initial assessment of level of intervention needed. This person will: (1) serve as chairperson of the local Coordinated Community Screening Committee; (2) set up and conduct screening meetings; (3) notify Community Outreach when screenings are needed; (4) send written information (psychosocial history, psychological or psychiatric reports) prepared by the referring agency; (5) write a letter of committee findings in each meeting, with copy to CATP. (OAR 309-31-230)

CATP will provide: (1) a Community Outreach Team member for screenings, (2) consultation, (3) community planning, (4) networking, and (5) training.

## II. Preadmission and Admission Phase

Mental health treatment can be considered as a continuum of services aimed at providing for the immediate needs of the client and planning to help them become more self-reliant/family-reliant as appropriate for their developmental level. The hospital program is the most intensive environment offered within this continuum of services. Since the program is part of a continuum with the ultimate goal to be placement in a less intensive, developmentally appropriate community resource, it is critical to involve the community resources at all levels of admission, treatment, and discharge. Thus, it is understood that CATP and OCAMHS will coordinate admissions to CATP for crisis, court ordered, and community planned admissions.

A. CRISIS ADMISSIONS: Crisis beds are to be used for individuals who need emergency treatment due to an acute mental disorder or acute episode of a more chronic condition (i.e., suicidal, psychotic behavior which is unmanageable in an existing community setting). All other local emergency resources need to be exhausted prior to referral. Crisis beds are not intended to provide comprehensive evaluation, respite care, juvenile detention, or local crisis facilities.

1. CMHP will provide access to 24-hour screening for Peace Officer Holds and Voluntary Admissions by parent or legal guardian.

- a. After normal working hours, consultation will include a screening of urgency and level of treatment needed; i.e., outpatient, out of home, residential inpatient. The consultation provided will be most often limited to urgency of the situation and a recommendation for the appropriate level of care and setting; i.e., drug and alcohol inpatient.
  - b. During regular working hours, the CMHP will provide clinical assessment of the mental status of the child.
  - c. Admission to the crisis beds must meet one of the following legal criteria:
    - 1) Peace Officer Hold - ORS 426.215.
    - 2) Emergency Hospitalization by Signature of Two Physicians - ORS 426.175.
    - 3) Voluntary Admission by parent or legal guardian - ORS 426.220.
    - 4) Interinstitutional Transfer - ORS 179.473, ORS 179.475.
  - d. If the child requires continued hospitalization beyond 14 days, a referral must be initiated for a screening according to OAR 309-31-225, Section 1.
2. An admission screening of children at the hospital by a psychiatrist will occur and a decision made as to whether a child will be admitted or not. If children are not found to meet admission criteria, they will be screened out and referred to a Multnomah County resource (through MED/OCAMHS, directly to a child mental health provider agency, or to another appropriate mental health or non-mental health resource) to provide an appropriate level of service. When not admitted on crisis and mental health issues are evident, the CATP liaison staff person at OCAMHS will be contacted during working hours to aid in referral. The OCAMHS does not need to be contacted when crisis situations are distinctly delinquency or strictly alcohol/drug related.

- a. Community Outreach Team (COT) will provide consultation for crisis admissions during the workweek (378-2745). Admission referrals after hours will be managed through OSH Communications Center (378-2348) by the OSH On-Duty Physician. On the morning of the next working day, the unit social worker will contact the CMHP regarding those admitted.
- B. COURT ORDERED ADMISSIONS: Admissions shall be limited to children and adolescents through age 17 whose mental disorder is severe, who need specialized care and/or treatment which is available in the state hospital and not available to the patient in a community program.
1. The CMHP will notify CATP of possible court ordered admissions when the CMHP is aware of a possible court ordered admission.
  2. CATP will notify the local CMHP of possible court ordered evaluations and consult to assure that an inpatient court ordered evaluation/admission is necessary.
  3. Types of court ordered admissions include:
    - a. Juvenile Court Ordered Evaluation/Treatment (ORS 419.511)
    - b. Warrant of Detention (ORS 426.140)
    - c. Involuntary Commitment (ORS 426.070)
    - d. Fitness to Proceed (ORS 161.365, ORS 161.370)
- C. PLANNED ADMISSIONS:
1. Planned admissions to CATP are those who have been screened as appropriate for hospitalization by the Community Coordinated Screening Committee, scheduled for placement in the next open regular bed and admitted with knowledge and support of the CMHP located in the child's county of residence.
  2. All admissions shall be limited to children and adolescents through the age of 17 whose mental disorder is severe,

who need specialized care and/or treatment available at CATP, and have been judged to be endangering themselves or others.

3. Each Coordinated Community Screening Committee will have a minimum of one representative of CMHP, Juvenile Department, Educational Services District or local schools, Children's Services Division, and a Community Outreach Team member.
4. Admission to CATP beds must meet one of the following legal criteria:
  - a. Voluntary admission ORS 426.220 (Signed by parent, guardian, or representative of the agency which has legal custody.)
  - b. Civil commitment ORS 426.060 (Regular commitment procedure for the mentally ill who are dangerous to themselves or others, or unable to provide for their basic needs.)
  - c. From other mental hospitals ORS 426.060 (Controlled through the OMHS committee and approval of the Superintendent.)
  - d. Interinstitutional Transfer ORS 179.473; e.g., from MacLaren or Hillcrest.
5. Multnomah County OCAMHS will identify a staff member to serve as a contact for community referrals for screening. This person will:
  - a. Provide pre-screening consultation to assure child meets minimal criteria.
  - b. Provide guidance that assures adequate availability of information for the screening, including assessments, supplemental written reports, and presentations by individuals with relevant knowledge of the case.
  - c. Organize the meeting, review plans for the presenters, the family, and the child.
  - d. Call together members and convene the meeting.

- e. Direct the orderly flow of information-sharing and decision-making.
  - f. Arrange for one member of the CCC and the COT person to see the child prior to the meeting.
  - g. Provide written feedback and confirmation of the outcome of the meeting to the presenter and CATP.
6. CATP will provide consultation, including psychiatric/psychologist review of written reports prior to screenings as indicated, to assure program criteria is met.
- a. CATP will provide Community Outreach Specialist for consultation and attendance at screening.
  - b. COT will attend the screening as set with the screening committee, provide training, bed space information, manage the waiting list for screened admissions, provide face-to-face interview of children being screened prior to the meeting, and provide feedback to Program regarding screened appropriate children awaiting placement.
  - c. COT will provide admission information to parents or guardians and provide a linkage with the CATP until an admission can be scheduled by ward staff and communities. COT will be contact person for CATP for information.

### III. Treatment Phase

Treatment Care Plans are made by an Interdisciplinary Treatment Team for each patient upon admission, and reviewed by this team, including an identified community representative and family member (if available) contact on a regularly-scheduled basis (every 30 days). The purpose of this review is to note progress of the patient, coordinate services for the family, assess need for continual hospitalization, and consider availability of appropriate resources for care and treatment in the community. The treatment team will recommend needed placement considering treatment needs of the child.

- A. The Community Coordinating Committee chairperson will designate a person to provide primary community liaison with

the treatment team, attend treatment reviews (if possible), and work with the social worker to coordinate planning with other communities. The OCAMHS also will collaborate with CATP to facilitate family therapy or other treatment with family members and report progress to the treatment team, within available resources.

- B. The CATP social worker will provide liaison with families and other community members regarding treatment progress, readiness for discharge, and discharge planning. The social worker will notify appropriate community staff of treatment care reviews.

#### IV. Discharge Phase

Discharge to a less intensive treatment environment or more normalized living situation is a primary goal of CATP evident in the preadmission, admission, and treatment phases. The discharge phase of treatment begins in the preadmission phase by identifying other resources in the community; in the admission phase, by maintaining tight community links and developing discharge goals; and in the treatment phase, by continually reassessing the need for ongoing treatment in a locked setting, setting discharge dates, and maintaining informed community contact.

- A. During these phases a lead community worker, as designated by the Community Coordinating Committee, will be invited to monthly progress staffings. The lead community worker will communicate any local planning needs relating to discharge to the Community Coordinating Committee. After agreement is reached regarding the facility at which the child will be placed, a step-by-step transition will be implemented.
- B.
  - 1. CATP will provide an estimate of proposed length of hospital stay at each treatment team review. If the lead community worker is not present, the contents of the meeting and proposed length of stay information will be provided by the unit social worker by phone as soon as possible.
  - 2. CATP will notify all parties of the final discharge treatment review, which will include all involved staff and community representatives. Prior to discharge, CATP will alert the CMHP that a community plan needs to be developed. The local CMHP may determine a need for a

special screening committee meeting to develop a plan and coordinate services.

V. Follow-Up

Patients will be placed on active follow-up status if the final treatment team review demonstrates the need for follow up and the parties involved with the case agree.

- A. Multnomah County OCAMHS (CMHP) will assure that clients are provided medication monitoring and other outpatient services as needed.
- B. CATP will provide clinical consultation for at least the first 60 days following discharge. Reports and recommendations will be forwarded at discharge, including physician discharge report, medications, psychosocial history, psychological reports, and school records. In the event that a child's clinical condition deteriorates during the first 60 days following discharge, CATP will provide priority consideration for admission.

FORENSIC PSYCHIATRIC PROGRAM (FPP)

This Agreement is developed based on the understanding that only through an effort to create a continuum and continuity of services will this population's inpatient and community treatment needs be meaningfully addressed. The purpose then, is to create a cooperative working agreement between the Forensic Psychiatric Program (FPP), community mental health programs (CMHP), and other agencies involved in providing direct services to people placed under the jurisdiction of the Psychiatric Security Review Board (PSRB). The FPP and the CMHP's agree to abide by this Agreement.

The FPP will provide CMHP directors with a current list of FPP social work staff who will serve as liaisons with CMHP staff. Likewise, CMHP directors will provide the FPP social work supervisor with the names of those staff working as liaisons with the FPP.

I. Admission Phase

- A. As part of the evaluation process on an individual committed to the FPP, the FPP agrees to contact the CMHP and other collateral sources to request pertinent information on individuals who have been followed in the community prior to their placement in the FPP.

- B. When people are admitted to the FPP on Peace Officer Holds or Civil Commitments the CMHP and FPP agree to communicate, as appropriate, on a frequent basis. This will help insure that the CMHP will have information on people with whom they may need to be involved who are returning to local jails or to the community-at-large.
- C. In instances where criminal charges are being dropped, the FPP agrees to contact a specific CMHP to arrange an appointment for mental health services if the person so desires. FPP further agrees to notify the CMHP in the person's county of admission if they have indicated a specific interest in or have recently been involved with the person.

## II. Treatment Phase

- A. The Mental Health and Developmental Disability Services Division (Office of Mental Health Services) agrees to send a roster of patients currently in treatment in the FPP to CMHP directors on a monthly basis.
- B. Designated FPP staff and CMHP personnel in the patient's county of responsibility (county of admission, or proposed county of conditional release) agree to communicate either in person or via telephone, on a quarterly basis or, as appropriate, to coordinate inpatient treatment and to develop community services.

## III. Conditional Release Phase

### A. EVALUATION

- 1. When a person is approaching readiness for conditional release, the FPP agrees to consult with CMHP prior to contacting the PSRB to request that a designated CMHP formally evaluate the person. Upon receipt of the PSRB order for evaluation, and as stipulated therein, the CMHP agrees to contact the FPP social worker to coordinate the date, time, and place of the evaluation. This contact

should occur within two weeks after receipt of the PSRB request for evaluation. \*

2. The CMHP agrees to evaluate the person in a timely manner upon receipt of the PSRB evaluation order.
3. The CMHP agrees to submit their completed evaluation to the PSRB within 30 days of the evaluation interview, as stipulated in the order for evaluation. \*
4. The CMHP agrees to send a copy of their evaluation to the designated FPP social worker.
5. To help insure a meaningful evaluation process, the FPP and the CMHP agree to communicate prior to the actual evaluation date. The purpose of this communications is to address all issues and questions relating to the person's current level of functioning and services required to maintain an individual's conditional release.
6. The CMHP has the responsibility to make a decision on whether to accept the person for involvement in their county services and to clearly communicate this decision to the PSRB. Decisions to accept or reject a referral should be documented.
7. When a CMHP chooses not to accept a referral, they agree to identify specific treatment goals that, when accomplished, may facilitate placement in their county, if the CMHP chooses to accept placement in the future.

#### B. CONDITIONAL RELEASE PLAN DEVELOPMENT

Both the FPP and the CMHP agree to jointly develop a conditional release plan. This is to insure that a continuity of services can be provided to the client that will include all treatment and security issues usually considered by the PSRB in making a decision to grant a conditional release.

---

\* In Multnomah County, Providence Medical Center Day Treatment receives and evaluates referrals from FPP in most cases. Persons designated as difficult to place (criteria now in draft form) are referred to the Multnomah County CMHP coordinator. Currently, Mount Hood Mental Health and Southeast Mental Health Network provide services for this population.

C. HEARINGS

1. The CMHP will be notified by the FPP of the scheduled date and time of the PSRB hearing.
2. CMHP staff are urged to be present at the scheduled PSRB hearing in order to support their evaluation decision and discuss the conditional release plan.
3. In the absence of the CMHP staff at the PSRB hearing, the FPP staff agree to present and testify to the proposed conditional release plan.

D. TRANSITION

1. Once a conditional release has been granted by the PSRB, the FPP and CMHP agree to coordinate the person's transition into the community. Upon conditional release, the FPP will complete the required discharge forms and insure that copies are sent to the CMHP.
2. During the transition, or at other times when problems in placement occur, the CMHP agrees to contact the FPP for consultation. The goal is to maintain a continuum of services for the client in an effort to avoid revocation.

E. REHOSPITALIZATION

1. When a revocation occurs, the CMHP agrees to communicate with the FPP within 48 hours, detailing the precipitating events leading to the revocation.
2. Within ten working days of readmission for either a revocation or a voluntary return, FPP agrees to be in contact with the CMHP in order to assess the person's status and, if appropriate, determine a time schedule for return to the community.
3. If it appears that the person will remain hospitalized for an extended period, the FPP and the CMHP staff will follow the "Treatment Phase" of the agreement (II).

IV. Full Discharge Phase

- A. The FPP agrees to notify the person's county of proposed residence three (3) months prior to full discharge from PSRB jurisdiction. This notification will be in writing and will be sent to the CMHP director. The FPP will work with the CMHP to facilitate placement if the CMHP requests assistance.
- B. As a person's period of PSRB jurisdiction nears termination and they have chosen a county of residence, the CMHP agrees to consider the development of services for that person. The CMHP agrees to provide assistance if the person desires continuing treatment and the client meets eligibility criteria. The FPP agrees to consult with the CMHP during this process and to provide any documentation possible to assist the CMHP in designing a service package.
- C. FPP also will notify the CMHP prior to discharge of all non-PSRB clients who are returning to their community.

GEROPSYCHIATRIC TREATMENT/MEDICAL SERVICES PROGRAM (GT/MSP)

The Geropsychiatric Treatment/Medical Services Program (GT/MSP) is a specialty treatment program serving the entire state of Oregon and is accessed by a referral screening process. The Outreach Consultation Service (OCS) of the GT/MSP is responsible for taking referrals and performing the screening via telephone (378-2278) Monday through Friday, 8:00 a.m. to 5:00 p.m.

Any admissions not screened by OCS must be immediately assigned to the state hospital or program which serves the admitted patient's geographic area. For peace officer holds, the CMHP, if involved, should contact OCS during normal working hours and the On-Duty Physician during nights and weekends to request admission. If there are no beds available, the patient will be assigned to the state hospital which serves the county. The patient can then be referred by the usual transfer request procedures. An exception to this is that persons admitted from the OSH Adult Psychiatric Program catchment area (Marion-Polk-Linn-Benton-Lincoln-Yamhill Counties) are screened by the On-Duty Physician at Oregon State Hospital who may assign such patients to GT/MSP after consultation with GT/MSP staff.

I. Preadmission Phase

A. COUNTY MENTAL HEALTH PROGRAM (CMHP)  
RESPONSIBILITIES

1. Each CMHP will designate staff to participate in screening persons being considered for referral to the Geropsychiatric Treatment/Medical Services Program (GT/MSP), either through commitment, self-initiated voluntary hospitalization, or guardian-initiated voluntary hospitalizations. Purpose of the screening is to identify alternatives to state hospitalization. (Relates to discharge planning after person has been admitted.) Designated CMHP staff may include the precommitment investigator (PCI) or emergency staff member, any involved case manager, and/or the hospital liaison. The CMHP members of the team should be in communication with Outreach Consultation Service (OCS) at GT/MSP early in the process to inform OCS of potential referrals and/or to obtain consultation from OCS.
2. The PCI will consult with OCS regarding potential referrals as early as possible and within one judicial day before the court hearing.
3. The CMHP will encourage its subcontractor to rule out or identify physical illness causing psychiatric symptoms by reviewing recent clinical information (such as, physical examination and lab work, CBC, chem screen, chest x-ray, and urinalysis).
4. The CMHP will send all appropriate and available medical information from CMHP records with the patient if the person is admitted to GT/MSP. The CMHP will request medical information from the holding private hospital or other facility. The following records should be requested from the discharging facility: History and physical, most recent lab work results, most recent nursing/progress notes describing daily behavior and nursing needs, any psychosocial reports, the most current treatment care plan, and any evaluations during the past two years by specialists. The CMHP should also send a copy of the PCI report. The records collected by the CMHP and sent by the holding hospital should be put into an envelope labeled "For Oregon State Hospital," with instructions that they are to be sent with the patient.

5. The hospital liaison from CMHP will be identified at the time of admission and the name given to GT/MSP staff when the referral is made.

B. GT/MSP RESPONSIBILITIES

1. GT/MSP Outreach staff will consult with CMHP staff by telephone to recommend possible diversion plans for referred persons who may be able to be served in the community.
2. GT/MSP Outreach staff will make determination of appropriate state hospital disposition for referred persons within the two judicial days prior to court date.
3. GT/MSP Outreach staff will provide any relevant information collected to the receiving state hospital via Fax machine if the receiving hospital is not OSH.
4. GT/MSP Outreach staff will coordinate travel arrangements for committed patients from CMHP to OSH if patient is to come to OSH.
5. GT/MSP Outreach staff will identify to the CMHP which ward staff will be contact persons during hospitalization of patient if patient is to come to GT/MSP.

II. Admission Phase

A. CMHP RESPONSIBILITIES

1. The CMHP will designate a staff person, with knowledge of the patient, if possible, to be available by telephone or in person to provide information to hospital staff within the first ten days of hospitalization and to discuss treatment and discharge planning. It is the shared responsibility of the designated contact person and the ward social worker to maintain communication throughout the patient's hospitalization. If possible, CMHP staff will attend treatment team meetings for clients who are being considered for service by the CMHP.
2. CMHP staff will be available by telephone to help identify services for the persons who present themselves for hospitalization who do not need to be in the hospital but

do need immediate mental health help as determined by the screening OSH physician.

B. GT/MSP RESPONSIBILITIES

1. Hospital staff will telephone CMHP staff during the work week hours to notify them of persons from the county presenting for an admission screening and to explore alternatives to hospitalization.
2. For hospitalized patients, GT/MSP staff will inform CMHP staff of issues of concern as they are identified.
3. Hospital staff will invite CMHP attendance, either in person or by telephone, at the first treatment team meeting (within three days) as soon as it is scheduled.

III. Treatment Phase

A. CMHP RESPONSIBILITIES

1. CMHP staff will review the status of all county residents who are patients on GT/MSP.
2. The designated CMHP contact person will maintain involvement with patient by communicating with GT/MSP social worker a minimum of once a month or as needed. If possible, the CMHP contact person is to have face-to-face meetings with the social worker and patient at OSH and/or attend treatment team meetings or by telephone, based on the needs of the patient. The goal is to contribute to effective treatment/discharge planning. If the contact person visits the GT/MSP units, s/he will talk to the social worker at that time.
3. CMHP staff will write brief progress notes in the chart following visits.
4. The CMHP contact person will inform the GT/MSP social worker of back-up contact person for coverage.

B. GT/MSP RESPONSIBILITIES

1. The patient's treatment plan will be available at any time for CMHP staff to review.

2. GT/MSP staff will provide time-line needs for return of calls.
3. GT/MSP staff will attempt to provide private meeting space at OSH in order for CMHP staff to visit patients.
4. GT/MSP staff will notify the CMHP contact person at least one week ahead of treatment team meetings with CMHP patients where active discharge planning is occurring.
5. GT/MSP will maintain involvement with SSD county staff and coordinate with CMHP staff, as appropriate.

#### IV. Discharge Phase

##### A. CMHP RESPONSIBILITIES

1. CMHP staff will receive the referral for Community Support and Residential Services. Within 30 days, CMHP staff will give results of the screening to GT/MSP staff in writing, documenting what is necessary for the CMHP to accept the patient back into the CMHP catchment area and documenting the lack of necessary CMHP resources, if applicable.
2. The CMHP contact person will maintain liaison involvement with the hospital for discharge planning, as noted in III.A.
3. CMHP staff will be responsible for advising GT/MSP social workers of anticipated problems related to discharge issues.
4. The CMHP will designate a person to consult with for the authorization of trial visits and responding to any "gate-keeping" questions.

##### B. GT/MSP RESPONSIBILITIES

1. The GT/MSP social worker will notify the CMHP contact person prior to discharge planning being initiated by GT/MSP. For new referrals to CS and Residential Services, the GT/MSP social worker will complete a referral packet and give to the CMHP contact person. For placements into SSD residential service system, GT/MSP social worker will coordinate with the CMHP contact person.

2. The Administrative Rule on admission and discharge requires that there be documentation in the chart that the recommendations of the CMHP have been identified. If GT/MSP does not agree, the procedures detailed in the section on Dispute Resolution and Problem Solving will be followed. This documentation will be included in the GT/MSP social worker's discharge planning progress notes but should not be reflected on the Discharge Plan Details form, a copy of which goes to the patient.
3. The GT/MSP social worker will notify CMHP staff of discharge planning meetings at least one week in advance, and invite attendance.
4. The GT/MSP social worker will complete and send referral forms and requested clinical information to SSD for referral to their residential service system.
5. The GT/MSP social worker will be available to staff a patient at a CMHP, if requested, in order to ensure good continuity of care.
6. The GT/MSP social worker is available to staff a patient at a prospective residential facility.
7. The GT/MSP treatment team is available to staff a patient with residential facility staff members at OSH.
8. GT/MSP physicians are willing to consider a "10-day pass," renewable up to 30 days total for patients, in order to ensure good adjustment to a placement facility before OSH discharge is made.
9. Discharged patients may receive follow-up consultation from GT/MSP staff with the permission of the patient's primary physician in the community and when requested by the CMHP.
10. Clinical information to be sent to a CMHP for each patient includes: Admission and discharge summaries, copy of the physical examination, laboratory results, psychological evaluation (if any), psychosocial history, and treatment plan.

C. JOINT RESPONSIBILITIES

Any differences in discharge recommendations and criteria for residential care or discharge readiness need to be identified and resolved between the GT/MSP treatment team and CMHP staff.

V. Interhospitals and Civil Commitment Transfers

When a request is made by a patient, family, or hospital to transfer a hospitalized or civilly committed person from another hospital to a GT/MSP treatment unit, the originating hospital social worker will contact the liaison for the CMHP for consultation and recommendations from the county regarding transfer. The liaison from CMHP will inform the originating hospital if CMHP gives approval for the transfer. At this point, GT/MSP will screen the case for appropriateness and will respond in writing to the originating hospital and by telephone to the liaison.

DISPUTE RESOLUTION AND PROBLEM SOLVING

- I. Disputes arising from this Agreement between OSH and CMHP will be resolved when possible at the lowest appropriate clinical and management levels.
  - A. OSH will invite CMHP staff to participate in the hospital Patient Care Monitoring meetings involving mutual patients/clients.
  - B. Any conflict or problem is to be discussed directly with the CMHP/OSH staff involved as soon as possible in an effort to resolve the problem.
  - C. If the problem continues, the CMHP/OSH supervisory staff shall be involved to attempt to resolve the issue.
  - D. CMHP/OSH staff will maintain a log of issues/concerns as a reference resource to facilitate tracking, resolution, and progress.
  - E. The CMHP Director or OSH Program Director may request that an unresolved problem be referred to the hospital Superintendent. The CMHP Director or hospital Superintendent may request an unresolved problem be taken to the MHDDSD Assistant Administrator, Office of Mental Health Services.
- II.
  - A. Each OSH program will invite CMHP staff to participate in forums, meetings, and events which promote:
    1. Information sharing and communication.
    2. Enhanced teamwork between community and hospital staff.
    3. Problem solving on specific concerns.
  - B. CMHP staff shall invite the OSH liaison staff to general CMHP staffing at least biennially, or when meetings such as those in II.A. occur.

STAFF CONSULTATION, ORIENTATION, AND TRAINING

CMHP and Hospital staff will share information on staff training events that would be appropriate to participate in jointly, and also assist each other in the orientation and training of new staff.

SIGNATURES

We accept the foregoing sections as constituting the terms and conditions of this Agreement and pledge to implement this Agreement to the best of our abilities.

Oregon State Hospital:

\_\_\_\_\_  
George W. Bachik, MSW  
Superintendent  
Date \_\_\_\_\_

\_\_\_\_\_  
Debbie Rios, M.S.  
CATP Director  
Date \_\_\_\_\_

\_\_\_\_\_  
Larry Martin, M.A.  
Acting FPP Director  
Date \_\_\_\_\_

\_\_\_\_\_  
John Keogh, M.S.  
Interim GT/MSP Director  
Date \_\_\_\_\_

Community Mental Health Program:

\_\_\_\_\_  
*Gary W. Smith*  
Gary W. Smith  
CMHP Director  
Date 5/24/90

\_\_\_\_\_  
*Rex Surface*  
Rex Surface  
MED Program Manager  
Date 5/24/90

\_\_\_\_\_  
*James Edmondson*  
James Edmondson  
Program Manager, OCAMHS  
Date 5/24/90

BY *Gladys McCoy* 7/5/90  
Gladys McCoy Date  
Multnomah County Chair

Reviewed:

Laurence Kressel  
Multnomah County Counsel

BY *[Signature]*

DATE 6.12.90

**RATIFIED**

Multnomah County Board  
of Commissioners

July 5, 1990

REQUEST FOR PLACEMENT ON THE AGENDA

JUN 22 1990

Subject: Tri-Met Contract Modification #2

AGING SERVICES DIVISION

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

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

DEPARTMENT Human Services DIVISION Aging Services

CONTACT Marie Eighmey TELEPHONE 248-3646

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

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

This modification extends the current contract period by 3 months (through September 30, 1990) and increases the contract by \$61,808 federal Title III B and County funds, to provide an additional 29,400 door-to-door rides for elderly residents unable to use regular bus service.

Tri-Met is in the process of implementing a new central dispatch system and developing new sub-contracts for the operation of vehicles, resulting in substantial changes in the

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

ACTION REQUESTED:

*7/5/90 originals to Marie Eighmey*

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- APPROVAL

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

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other: \_\_\_\_\_

JUN 22 1990  
 OREGON COUNTY  
 11:30 AM

SIGNATURES:

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

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

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

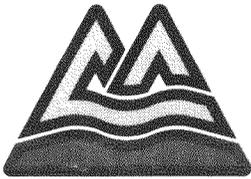
OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

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

CONTINUED FROM SIDE 1

structure and operations of the service delivery system. A plan for an orderly transition to the new system will be developed and carried out during the 3 month extension period. The modification continues the FY 89/90 fee structure and all contract terms through September 30, 1990.

201 0 1 10



# MULTNOMAH COUNTY OREGON

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

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

## MEMORANDUM

TO: Gladys McCoy  
Multnomah County Chair

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

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

DATE: June 12, 1990

SUBJECT: FY 89/90 TRI-MET CONTRACT EXTENSION AND MODIFICATION

RECOMMENDATION: The Aging Services Division recommends County Board approval of the attached contract modification with Tri-Met (Tri-County Metropolitan Transportation District of Oregon) for the period upon execution through September 30, 1990.

ANALYSIS: This modification extends the contract period by 3 months through September 30, 1990 and increases the contract by \$61,808 to provide an additional 29,400 door-to-door rides for elderly residents unable to use regular bus service.

Tri-Met is in the process of implementing a new central dispatch system and developing new sub-contracts for the operation of vehicles, resulting in substantial changes in the structure and operations of the service delivery system. A plan for an orderly transition to the new system will be developed and carried out during the 3 month extension period. The modification continues the FY 89/90 fee structure and all contract terms through September 30, 1990.

The revised contract provides a total of \$284,398 for a total of 135,785 rides over a 15 month period, July 1, 1989 - September 30, 1990.

BACKGROUND: The FY 89/90 fee schedule is a standard schedule of charges established by Tri-Met for 18 categories of rides which vary by the length of the trip and whether the trip is for a group (2 or more persons) or an individual. Sixty per cent of the cost of each ride is funded through ASD by Federal Title III-B, City, and County dollars; Tri-Met funds the remainder 40% of the cost of the ride. Contributions from riders, estimated in the amount of \$3,616, are used for additional rides, at the full cost of the ride.



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

MULTNOMAH COUNTY OREGON

Contract # 102010

Amendment # 2

<p align="center">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p align="center">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p align="center"><b>RATIFIED</b></p> <p align="center"><b>Multnomah County Board of Commissioners</b></p> <p align="center"><u>R-6 July 5, 1990</u></p>
---	---	---

Contact Person Marie Eighmey (Caroline Sullivan) Phone 248-3646 Date June 12, 1990

Department Human Services Division Aging Services Bldg/Room 161/3rd floor

Description of Contract This amendment extends the contract 3 months through September 30, 1990, increases funds by \$61,808, and provides an additional 29,400 door-to-door rides for elderly residents. The extension will enable a smooth transition to changes in Tri-Met's structure and delivery of special need transportation services.

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

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

Contractor Name Tri-Met (Tri-County Metropolitan

Mailing Address 4012 SE 17th

Portland OR 97202

Phone 238-4879 or 238-4980

Employer ID # or SS # 93-0579353

Effective Date Upon Execution

Termination Date September 30, 1990

Original Contract Amount \$ 222,590

Amount of Amendment \$ 61,808

Total Amount of Agreement \$284,398

Transit District of Oregon

Payment Term

Lump Sum \$ \_\_\_\_\_

Monthly \$ Fee for Service

Other \$ \_\_\_\_\_

Requirements contract - Requisition required.

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

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

**REQUIRED SIGNATURES:**

*DM* Department Manager *D. Duane Zung (cc)*

Date 6-13-90

Purchasing Director  
(Class II Contracts Only)

Date \_\_\_\_\_

County Counsel *[Signature]*

Date 6-18-90

County Chair/Sheriff *[Signature]*

Date 7/5/90

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

File Name: SUPPLTM.WKS

MULTNOMAH COUNTY AGING SERVICES DIVISION  
CONTRACT APPROVAL FORM SUPPLEMENT  
CONTRACTOR: TRI-MET  
FOR CONTRACT #102010 MOD 2 ( 3 MONTH EXTENSION USING FY 90-91 FUNDS  
PERIOD: FY 89-90

LINE #	DESCRIPTION	FUND	AGENCY	ORG	ACT	OBJ	REPT CAT	ORIGINAL AMOUNT	3 MONTH EXTENSION		FINAL AMOUNT
									MOD 1	MOD 2	
1	Transportation IIIB	156	010	1795	AS17	6060	1723	100,798		\$24,108	\$124,906.00
2	Transportation City	156	010	1795	AS17	6060	1728	100,342	(37,303.94)		63,038.06
3	Transportation County	156	010	1795	AS17	6110	1729	21,450	37,303.94	37,700	96,453.94
TOTALS								\$222,590	\$0.00	\$61,808	\$284,398.00

PREPARED BY: JAMES D. KOBY

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ORIGINAL

MULTNOMAH COUNTY  
AGING SERVICES DIVISION  
CONTRACT MODIFICATION NUMBER 2

DURATION OF MODIFICATION FROM: Date of Execution TO: September 30, 1990

CONTRACTOR NAME: Tri-County Metropolitan Transportation District of Oregon (Tri-Met) TELEPHONE: 238-4980

CONTRACTOR ADDRESS: 4012 SE 17th Avenue Portland, Oregon 97202 I.R.S. NUMBER: 93-0579353

This modification to the contract for aging services is made between the Multnomah County Aging Services Division referred to as the "COUNTY" and Tri-Met referred to as the "CONTRACTOR." It is understood by the parties that all conditions and agreements in the original contract are still in force and apply to this modification.

SERVICES UNDER REIMBURSEMENT

The CONTRACTOR agrees to provide the services listed below and the COUNTY agrees to reimburse the CONTRACTOR for expenditures made in providing those services up to the amount(s) specified below.

<u>Revenue</u>	Original Contract Maximum Annual <u>Total Payable</u>	<u>Change</u>	Revised Maximum Annual <u>Total Payable</u>
	\$222,590	\$61,808	\$284,398

<u>Service</u>	Current <u>Units</u>	<u>Change</u>	Revised <u>Units</u>	Current County <u>Funding</u>	<u>Change</u>	Revised County <u>Funding</u>	Program <u>Income</u>	Total Co. Funding <u>w/Prog Inc</u>
Trans- portation	106,385 rides	29,400 rides	135,785 rides	\$222,590	\$61,808	\$284,398	\$3,616	\$288,014

COUNTY will disburse not more than \$284,398.

Payment by the COUNTY to the CONTRACTOR will be made monthly upon receipt by COUNTY of properly executed Expenditure Report Form.

MODIFICATION NARRATIVE

This modification extends the contract period by three months through September 30, 1990 and increases the contract by \$61,808 to provide an additional 29,400 door-to-door rides for elderly residents unable to use regular bus service.

The modification extends the FY 89/90 fee structure and all contract terms through September 30, 1990.

The revised contract provides a total of \$284,398 for a total of 135,785 rides over a fifteen-month period, July 1, 1989-September 30, 1990.

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

MULTNOMAH COUNTY, OREGON

CONTRACTOR

By Jane J. Schumann 6/11/90  
Program Manager Date

By James H. Connell 6-11-90  
Aging Services Division Director Date

By Gladys McCoy 7/5/90  
Gladys McCoy Multnomah County Chair Date

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

**RATIFIED**  
**Multnomah County Board**  
**of Commissioners**  
July 5, 1990

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By [Signature] 6.18.90  
Date

200281

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

ORIGINAL

(For Clerk's Use)  
Meeting Date JUL 0 5 1990  
Agenda No. R-7

REQUEST FOR PLACEMENT ON THE AGENDA

Ratification of Intergovernmental Agreement --

Subject: Portland Community College

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

Formal Only June 28, 1990  
(Date)

DEPARTMENT Sheriff's Office DIVISION Corrections

CONTACT Larry Aab, Manager, P & B Unit TELEPHONE 255-3600

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Robert G. Skipper, Sheriff

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

Allow for GED Testing for inmates at the Multnomah County Correctional Facilities.

*7/5/90 originals to Warda/Larry Aab*

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

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- ~~APPROVAL~~ RATIFICATION

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

IMPACT:

PERSONNEL

- FISCAL/BUDGETARY
- General Fund

Other \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Robert G. Skipper Jr  
Sheriff

BUDGET / PERSONNEL 1

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Sandra Duffy 6-19-90

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

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

MULTNOMAH COUNTY  
1990 JUN 20 11:30  
CLERK OF COUNTY



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

MULTNOMAH COUNTY OREGON

Contract # 200281  
Amendment # \_\_\_\_\_

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;"><b>RATIFIED</b></p> <p style="text-align: center;"><b>Multnomah County Board of Commissioners</b></p> <p style="text-align: center;">R-7 July 5, 1990</p>
---	---	--

RETURN TO LARRY AAB - 313/225  
 Contact Person Bill Wood Phone 248-3256 Date 5/17/90  
 Department Sheriff's Office Division Corrections Bldg/Room 119/307  
 Description of Contract Allow for GED testing for inmates at the Multnomah County Correctional Facilities.

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

Contractor Name Portland Community College  
 Mailing Address P.O. Box 19000 Portland, OR 97219  
Attention: Robert Palmer  
 Phone 244-6111 Ext. 4372  
 Employer ID # or SS # 93-0575187  
 Effective Date 7/1/90  
 Termination Date 6/30/91  
 Original Contract Amount \$ 6,700.00  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ 6,700.00

Payment Term

Lump Sum \$ \_\_\_\_\_

Monthly \$ \_\_\_\_\_

Other \$ As billed

Requirements contract - Requisition required.

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

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

**REQUIRED SIGNATURES:**

Department Manager [Signature]

Purchasing Director \_\_\_\_\_  
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 6-15-90

Date \_\_\_\_\_

Date 6-19-90

Date 6-22-90

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	020	4110			6110				\$3,855	
02.	156	020	3915			6110				700	
03.	169	020	4110			6110				2,145	

INSTRUCTIONS ON REVERSE SIDE

WRITE - PURCHASING CLERK - INITIATOR - BUY - CLEARY OF THE BOARD - APPROVAL - SIGNATURE

INTERGOVERNMENTAL AGREEMENT  
PORTLAND COMMUNITY COLLEGE - MULTNOMAH COUNTY  
GED TESTING SERVICES

The agreement, made and entered into by Portland Community College and Multnomah County, a home rule subdivision of the State of Oregon; hereinafter referred to as County; deals with the provision of GED testing services for the benefit of incarcerated individuals involved in the educational program within the Multnomah County correctional facilities. The following provisions 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 and testing program both on campus and in other locations.
- B. The County desires to maintain a GED testing program for inmates in the County correctional facilities.
- 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 PROVIDED

- A. Portland Community College shall perform as follows:
  - 1. Provide training and test examiner status to referred Sheriff's Office staff who will be responsible for the actual GED test administration within the facilities.
  - 2. Register and maintain registration records for all inmates participating in the testing program.
  - 3. Collect and remit the State processing fees and student service charges.
  - 4. Provide GED test materials.
  - 5. Provide persons tested under this program the opportunity to complete their GED testing at Portland Community College after their release from custody.
  - 6. Prepare and maintain records related to the administration of the testing program.

- B. The County shall perform as follows:
1. Provide administration and supervision of GED testing within the County facilities during established testing hours, and provide Portland Community College with the location sites, calendar of test dates and hours, and:
  2. Arrange for physical facilities, equipment and security arrangements for GED testing, which are within State Department of Education standards, Portland Community College standards, and will notify the College that these standards have been met, and:
  3. Provide information to Robert Palmer, Chief Examiner, indicating when a participant is released from confinement.
- C. Compensation Rate and Mode of Payment:
1. For the duration of this annual agreement, the County shall pay to Portland Community College, upon receipt of a monthly request for payment, seventeen dollars (\$17.00) per inmate registered for testing during the month.
    - a.) State processing fee - \$10.00 per individual tested.
    - b.) Student service charge - \$7.00 per individual tested.
- Fees associated with this agreement shall not exceed \$6,700 throughout the agreement period.

### III. CONSTRAINTS

- A. Persons involved in this agreement will make continuous and persistent efforts to protect the integrity of the GED testing program, as regulated by the American Council on Education, Office of Education Credit.
- B. The GED testing program identified in this agreement will be operated under the general supervision of Robert Palmer, Chief Examiner, in accordance with policies and regulations provided and set forth by the Oregon Council on Education, Office of Educational Credit (GED Testing Services).
- C. 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 therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

D. 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 Assistance Act of 1974; and Section 503 of the Rehabilitation Act of 1973. County shall maintain copies of said laws and regulations on file with it's duly-appointed Affirmative Action Officer.

IV. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from July 1, 1990, through and including June 30, 1991, 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, 1990.

PORTLAND COMMUNITY COLLEGE

\_\_\_\_\_  
Dr. Daniel F. Moriarty, President

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

REVIEWED: \_\_\_\_\_

MULTNOMAH COUNTY, OREGON

LARRY KRESSEL  
County Counsel for  
Multnomah County, Oregon

\_\_\_\_\_  
Sheriff Robert G Skipper

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

By: Sandra Duffy 6-19-90

**RATIFIED**  
**Multnomah County Board**  
**of Commissioners**

July 5, 1990

200281

CERTIFICATE OF COMPLIANCE WITH ORS 305.380-.385

The undersigned provided of goods, services, or real estates to Multnomah County hereby certifies under penalty of perjury that to the best of my knowledge, the undersigned is not in violation of any Oregon Tax Laws Ascribed in ORS 305.380 (4).

Dated: \_\_\_\_\_

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

7752A/D13

JUL 0 5 1990

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

Agenda No.: R-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement between City of Portland, Multnomah County, and Council for Prostitution Alternatives

BCC Informal \_\_\_\_\_ (date) BCC Formal July 5, 1990 (date)

DEPARTMENT of Community Corrections DIVISION Office of Women's Transition Serv.

CONTACT Grant Nelson TELEPHONE 248-3701

PERSON(S) MAKING PRESENTATION Grant Nelson

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

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

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

Intergovernmental Agreement for City of Portland to pay Council for Prostitution Alternatives for providing services to prostitutes. Contract is to \$83,700.00 for fiscal year 1990-91.

*7/5/90 originals to Jeanne Fuller*

1990 JUN 26 11:30  
MULTNOMAH COUNTY  
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

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

OR

DEPARTMENT MANAGER *Grant Nelson* 6/25/90

(All accompanying documents must have required signatures)



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 200271

MULTNOMAH COUNTY OREGON

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

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center; font-size: 1.2em;"><b>RATIFIED</b></p> <p style="text-align: center;"><b>Multnomah County Board of Commissioners</b></p> <p style="text-align: center;">R-8      July 5, 1990</p>
--	--	---

Contact Person Joanne Fuller Phone 248-5374 Date June 8, 1990  
Office of Women's

Department of Community Corrections Division Transition Serv. Bldg/Room 166/515

Description of Contract: Contract between the City of Portland and Multnomah County in conjunction with Council for Prostitution Alternatives to provide services to prostitutes.

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

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

Contractor Name City of Portland

Mailing Address 1220 S. W. 5th, Room 202  
Portland, Oregon 97204

Phone 248-4078

Employer ID # or SS # 94-304-8859

Effective Date July 1, 1990

Termination Date June 30, 1991

Original Contract Amount \$ 83,700.00

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

Total Amount of Agreement \$ 83,700.00

Payment Term

Lump Sum \$ 83,700.00

Monthly \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

Requirements contract - Requisition required.

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

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

### REQUIRED SIGNATURES:

Department Manager *Grant Duron*

Date 6/14/90

Purchasing Director \_\_\_\_\_  
(Class II Contracts Only)

Date \_\_\_\_\_

County Counsel *Canara Duff*

Date 6-20-90

County Chair/Sheriff *Allyson Malby*

Date 7/5/90

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	020	2104			6050				83,700.00	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

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

JUL 20 1990

INTERGOVERNMENTAL AGREEMENT FOR OPERATION  
OF THE COUNCIL FOR PROSTITUTION ALTERNATIVES

## SECTION I: INTRODUCTION

This Agreement is between the City of Portland, hereinafter called the "City," and Multnomah County, hereinafter called the "County." This Agreement, subject to execution by all parties, will be in effect from July 1, 1990 to June 30, 1991, or until it is terminated or replaced.

## SECTION II: RECITALS

- A. WHEREAS, prostitution is a serious community problem in the City and the County; and
- B. WHEREAS, when the City Council adopted 14.08.025 of the City Code requiring mandatory jail sentences for people arrested for prostitution, Council recognized the need for alternatives for prostitutes.
- C. WHEREAS, representatives from the City and County met with agencies and organizations which help prostitutes. Out of these meetings the Council for Prostitution Alternatives was created.
- D. WHEREAS, the Council for Prostitution Alternatives identified a lack of resources, communications, and coordination as barriers to helping prostitutes change their lives, and therefore developed a structure and a plan for increasing both resources and coordination. The plan included hiring a coordinator, establishing a service fund, and developing resources for case management.
- E. WHEREAS, the City is interested in helping rehabilitate prostitutes and thereby decreasing the problems to the City associated with prostitution by using the \$93,000 from the General Fund in fiscal year 90-91 to fund the Council for Prostitution Alternatives.
- F. WHEREAS, the County is interested in helping to rehabilitate prostitutes and thereby decrease the problems to the County associated with prostitution by providing \$83,700 in fiscal year 90-91 to fund the Council for Prostitution Alternatives.
- G. THEREFORE, the City and the County agree as follows:

## AGREED/CITY AND COUNTY

## SECTION III: FUNDING

- A. The funds for the Council for Prostitution Alternatives will be administered by the City Bureau of Community Development.
- B. County funds will be combined with City funds to be used for case management services, a service fund for program participants, and for the operating expenses of the Council for Prostitution Alternatives, Inc.

SECTION IV: COMPENSATION - METHOD OF PAYMENT: The County will transfer to the City \$83,700 upon approval of this Agreement.

SECTION V: TERM OF AGREEMENT: This Agreement shall commence July 1, 1990 and continue until June 30, 1991, or until terminated or replaced.

SECTION VI: TERMINATION: This Agreement may be terminated by mutual consent, upon 60-days written notice by either party delivered to the designated contact person, or automatically in the event of termination of the contract between the City and the Council for Prostitution Alternatives.

SECTION VII: REFUND ON EARLY TERMINATION: In the event of early termination the City shall refund to the County the pro rata share of the County's payment representing the part of the fiscal year remaining after a termination is effective.

IN WITNESS, the parties have caused this instrument to be executed by their duly authorized officers.

DATED this 20 day of July, 1990.

CITY OF PORTLAND

MULTNOMAH COUNTY, OREGON

By: *J. Bud Clark*  
Mayor J.E. Bud Clark

By: *Gladys McCarty*  
Multnomah County Chair

By: *Burton Alford*  
City Auditor

**RATIFIED**  
Multnomah County Board  
of Commissioners  
July 5, 1990

APPROVED AS TO FORM

*DEPUTY*  
By: *William W. Marlone III*  
City Attorney  
Date: 7-17-90

By: *Sandra Duffey*  
County Counsel  
Date: 6-20-90

ORDINANCE NO. **163217**

\* Contract with Multnomah County for funding the Council for Prostitution Alternatives (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. When the City Council adopted 14.08.025 of the City Code requiring mandatory jail sentences for people arrested for prostitution, Council recognized the need for alternatives for prostitutes.
2. Representatives from the City of Portland and Multnomah County met with agencies and organizations which help prostitutes. Out of these meetings the Council for Prostitution Alternatives was created.
3. The Council for Prostitution Alternatives identified a lack of resources, communication, and coordination as barriers to helping prostitutes change their lives, and therefore developed a structure and a plan for increasing both resources and coordination. The plan included hiring a coordinator, establishing a service fund, and developing resources for case management.
4. The City is interested in helping rehabilitate prostitutes and thereby decreasing the problems to the City associated with prostitution by using \$93,000 from the General Fund in fiscal year 90-91 to fund the Council for Prostitution Alternatives.
5. The County is interested in helping to rehabilitate prostitutes and thereby decrease the problems to the County associated with prostitution by providing \$83,700 in fiscal year 90-91 to fund the Council for Prostitution Alternatives.

NOW, THEREFORE, the Council directs:

- a. The Mayor and the Auditor are hereby authorized to execute, on behalf of the City, and Agreement with Multnomah County for funding the Council for Prostitution Alternatives for the period of July 1, 1990, through June 30, 1991.

## ORDINANCE No.

Section 2. The Council declares that an emergency exists because enactment of this ordinance will result in the timely provision of services and continuation of the program; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **JUN 27 1990**  
Mayor J.E. Bud Clark  
Barbara Madigan  
June 22, 1990

Page 2 of 2

BARBARA CLARK  
Auditor of the City of Portland  
By *Mary Hanagan* Deputy