

ANNOTATED MINUTES

Tuesday, December 3, 1991 - 9:30 AM
Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-1 Presentation of the Child and Adolescent Mental Health Planning Group's Recommendations - Presented by Gary Smith, James Edmondson, Linda Riley and Doug Montgomery

PRESENTATION AND RECOMMENDATIONS MADE BY JAMES EDMONDSON WITH LINDA RILEY, TERRY BUTLER AND NANCY WILTON.

- B-2 Briefing regarding ACA Accreditation of Multnomah County Inverness Jail (MCIJ) and Multnomah County Restitution Center (MCRC) - Presented by Gary Walker

ACA ACCREDITATION PRESENTED AND EXPLAINED BY CHIEF DEPUTY JOHN SCHWEITZER. SPECIAL STAFF ACKNOWLEDGEMENT WAS GIVEN TO LT. VERA POOL, CAPT. GARY WALKER AND SGT. RAIMOND ADGERS. BCC WAS PRESENTED WITH A COMMISSION PIN FOR THE ACA ACCREDITATION. CAPT. WALKER RECOGNIZED BOB NILSEN OF FACILITIES MANAGEMENT AND ARCHITECT VERN ALMAN OF KAPLAN/McLAUGHLIN/DIAZ FOR THE BEST DESIGN FOR A FUNCTIONAL FACILITY OF MCIJ. CRAIG CALKINS WITH FACILITIES MANAGEMENT STAFF AND GREG PETESZ WITH TRANSPORTATION STAFF WERE ALSO RECOGNIZED FOR THEIR HARD WORK AND DEDICATION.

Tuesday, December 3, 1991 - 10:15 AM
Multnomah County Courthouse, Room 602

AGENDA REVIEW

- B-3 Review of Agenda for Regular Meeting of December 5, 1991

Thursday, December 5, 1991 - 9:30 AM
Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR JUSTICE SERVICES

SHERIFF'S OFFICE

- C-1 Liquor License Application Renewals Submitted by Sheriff's Office with Recommendation for Approval as Follows:
Package Store for:
a) Country Food Mart, 5708 S.E. 136th Avenue, Portland;
Retail Malt Beverage for:
b) Velvet Keg, 12131 S.E. Holgate, Portland

APPROVED.

REGULAR AGENDA
NON-DEPARTMENTAL

- R-1 RESOLUTION in the Matter of Cautioning Against Racial Exploitation on the Commemoration of the 50th Anniversary of the Japanese Attack on Pearl Harbor

TESTIMONY HEARD. RESOLUTION 91-179 APPROVED.

- R-2 PROCLAMATION in the Matter of Proclaiming December 7 - 15, 1991 as Drunk and Drugged Driving Awareness Week

TESTIMONY HEARD. PROCLAMATION 91-180 APPROVED.

- R-3 RESOLUTION in the Matter of Accepting FROM HARASSMENT TO HOMICIDE, a Report on the Response to Domestic Violence in Multnomah County, A Needs Assessment From the Family Violence Intervention Steering Committee, by Laurie Hubbard, October 1991

RESOLUTION 91-181 APPROVED.

- R-4 In the Matter of the Ratification of Local 88 1991-92 Contract which was Approved by Local 88 Membership in February

APPROVED.

- R-5 RESOLUTION in the Matter of Transferring Roads to Gresham and Signing an Intergovernmental Agreement for the Delivery of Transportation Services

TESTIMONY HEARD. CORRECTED RESOLUTION 91-182 APPROVED.

- R-6 Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code 5.10.080 Relating to Fees for Documents Provided by the Office of the Board Clerk

ORDINANCE NO. 706 APPROVED.

- R-7 First Reading of an ORDINANCE Amending Multnomah County Code 2.30.300 to Change the Function of the Justice Coordinating Council and the Number and Qualifications of Members (continued from November 21, 1991)

FIRST READING APPROVED. SECOND READING SCHEDULED FOR THURSDAY, DECEMBER 12, 1991.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-8 Ratification of an Intergovernmental Agreement between Multnomah County Transportation Division and the City of Gresham to Participate in a Study of Traffic Impact Fees Related to Offsetting the Cost of Development on the Transportation System for the Urban East County Area

APPROVED.

R-9 ORDER in the Matter of the Request for Approval to Transfer Tax Foreclosed Properties to THE CITY OF WOOD VILLAGE, OREGON

ORDER TO BE RECONSIDERED ON THURSDAY, DECEMBER 12, 1991 - PUBLIC HEARING DATE WAS NOT SET.

DEPARTMENT OF HUMAN SERVICES

R-10 Ratification of an Amendment to the Intergovernmental Agreement Between the State of Oregon, Department of Human Resources, Children's Services Division, and Multnomah County, via the Juvenile Justice Division, Providing for Increased Payment Rates and Limiting the Discretionary Bed Space at the State Training Schools to No More than 76 Children on Any Given Day (continued from November 26, 1991)

APPROVED.

R-11 Budget Modification DHS #46 Authorizing Addition of \$1,050 State Revenue from the Children's Services Division to the Juvenile Justice Division, to Provide Funding for Electronic Monitoring, an Alternative to Detention (continued from November 26, 1991)

APPROVED.

PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

R-12 ORDER in the Matter of an Exemption to Contract For the Purchase of Two 4-Wheel Drive Vehicles for the Sheriff's Office

ORDER 91-184 APPROVED.

R-13 ORDER in the Matter of an Exemption From Public Bidding a contract to Purchase an Emergency Generator for the Penumbra-Kelly Building

ORDER 91-185 APPROVED.

(Recess as the Public Contract Review Board and reconvene as the Board of County Commissioners)

Thursday, December 5, 1991 - 1:30 - 5:00 PM

Multnomah County Justice Center
1120 S.W. 3rd, 14th Floor
Conference Room B

JOINT GOVERNMENTS MEETING

1. Sixth in a Series of Joint Governments Meetings Between Fairview, Gresham, Multnomah County Portland, Troutdale and

Wood Village to Discuss Government Services Such as Roads, Law Enforcement, Animal Control, Land Use Planning, Emergency Management and Others.

ELECTED OFFICIALS JOY AITKENHEAD, PAULINE ANDERSON, RICK BAUMAN, EARL BLUMENAUER, DICK BOGLE, FRED CARLSON, BARBARA CLARK, BUD CLARK, SAM COX, GARY HANSEN, GRETCHEN KAFOURY, SHARRON KELLEY, MIKE LINDBERG, GLADYS McCOY, GUSSIE McROBERT, DON ROBERTSON, AND PAUL THALHOFER. DAVID KISH, STAFF TO MAYOR CLARK PRESENTED AND EXPLAINED THE REPORT FROM THE CABLE TELEVISION WORKING GROUP. HANK MIGGINS, STAFF TO CHAIR McCOY, PRESENTED AND EXPLAINED THE ANIMAL CONTROL SERVICES REPORT FROM THE WORKING GROUP. RICK BAUMAN PRESENTED AND EXPLAINED RECOMMENDATIONS RELATING TO THE ROAD STUDY AND THE CRIME STUDY PREPARED BY THE STEERING GROUP. NEXT MEETING TO BE SCHEDULED AT A LATTER DATE TO REVIEW REPORTS AND RECOMMENDATIONS OF THE WORKING COMMITTEES CREATED DURING THIS PROCESS OF THE JOINT GOVERNMENT MEETINGS.

0204C/1-4
cap

Wood Village to Discuss Government Services Such as Roads, Law Enforcement, Animal Control, Land Use Planning, Emergency Management and Others.

ELECTED OFFICIALS JOY AITKENHEAD, PAULINE ANDERSON, RICK BAUMAN, EARL BLUMENAUER, DICK BOGLE, FRED CARLSON, BARBARA CLARK, BUD CLARK, SAM COX, GARY HANSEN, GRETCHEN KAFOURY, SHARRON KELLEY, MIKE LINDBERG, GLADYS McCOY, GUSSIE McROBERT, DON ROBERTSON, AND PAUL THALHOFER. DAVID KISH, STAFF TO MAYOR CLARK PRESENTED AND EXPLAINED THE REPORT FROM THE CABLE TELEVISION WORKING GROUP. HANK MIGGINS, STAFF TO CHAIR McCOY, PRESENTED AND EXPLAINED THE ANIMAL CONTROL SERVICES REPORT FROM THE WORKING GROUP. RICK BAUMAN PRESENTED AND EXPLAINED RECOMMENDATIONS RELATING TO THE ROAD STUDY AND THE CRIME STUDY PREPARED BY THE STEERING GROUP. NEXT MEETING TO BE SCHEDULED AT A LATTER DATE TO REVIEW REPORTS AND RECOMMENDATIONS OF THE WORKING COMMITTEES CREATED DURING THIS PROCESS OF THE JOINT GOVERNMENT MEETINGS.

SUPPLEMENTAL AGENDA

Tuesday, December 3, 1991 - Immediately Following Agenda Review
Multnomah County Courthouse, Room 602

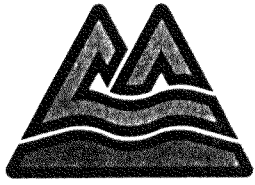
- B-4 Briefing regarding Animal Control Services Relating to the Joint Government Meeting scheduled for December 5, 1991 - Presented by Hank Miggins, Paul Yarborough, Betsy Williams and Mike Oswald

HANK MIGGINS WITH PAUL YARBOROUGH AND BETSY WILLIAMS PRESENTED AND EXPLAINED THE ANIMAL CONTROL REPORT TO BE PRESENTED TO THE ELECTED OFFICIALS AT THE JOINT GOVERNMENTS MEETING ON THURSDAY, DECEMBER 5TH.

BOARD OF COUNTY COMMISSIONERS
FORMAL BOARD MEETING
RESULTS

MEETING DATE: 12-5-91

Agenda Item #	Motion	Second	APP/NOT APP
<u>C-1</u>	<u>SK</u>	<u>PA</u>	<u>App</u>
<u>R-1</u>	<u>SK</u>	<u>PA</u>	<u>App</u>
<u>R-2</u>	<u>PA</u>	<u>GH</u>	<u>App</u>
<u>R-3</u>	<u>RB</u>	<u>SK</u>	<u>App</u>
<u>R-4</u>	<u>RB</u>	<u>GH</u>	<u>App</u>
<i>Motion to Approve With Amended Language (Corrected Language) ph. #2</i>			
* <u>R-5</u>	<u>PA</u>	<u>GH</u>	<u>App</u>
<i>2nd Reading - Ordin. Approved.</i>			
<u>R-6</u>	<u>RB</u>	<u>PA</u>	<u>App</u>
<i>First Reading Approved, Second Reading Scheduled for Dec. 12, 1991</i>			
<u>R-7</u>	<u>PA</u>	<u>GH</u>	<u>App</u>
<u>R-8</u>	<u>SK</u>	<u>PA</u>	<u>App</u>
<u>R-9</u>	<u>GH</u>	<u>SK</u>	<u>App</u>
<u>R-10</u>	<u>RB</u>	<u>SK</u>	<u>App</u>
<u>R-11</u>	<u>RB</u>	<u>GH</u>	<u>App</u>
<u>R-12</u>	<u>SK</u>	<u>GH</u>	<u>App</u>
<u>R-13</u>	<u>GH</u>	<u>SK</u>	<u>App</u>



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS FOR THE WEEK OF

December 2 - 6, 1991

Tuesday, December 3, 1991 - 9:30 AM - Board Briefings . . .Page 2
Tuesday, December 3, 1991 - 10:15 AM - Agenda Review. . . .Page 2
Thursday, December 5, 1991 - 9:30 AM - Regular Meeting. . .Page 2
Thursday, December 5, 1991 - 1:30 PM - Joint Governments
MeetingPage 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, December 3, 1991 - 9:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-1 Presentation of the Child and Adolescent Mental Health Planning Group's Recommendations - Presented by Gary Smith, James Edmondson, Linda Riley and Doug Montgomery
TIME CERTAIN 9:30 AM TO 10:00 AM
- B-2 Briefing regarding ACA Accreditation of Multnomah County Inverness Jail (MCIJ) and Multnomah County Restitution Center (MCRC) - Presented by Gary Walker
TIME CERTAIN 10:00 AM TO 10:15 AM
-

Tuesday, December 3, 1991 - 10:15 AM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

- B-3 Review of Agenda for Regular Meeting of December 5, 1991
-

Thursday, December 5, 1991 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-1 Liquor License Application Renewals Submitted by Sheriff's Office with Recommendation for Approval as Follows:
Package Store for:
a) Country Food Mart, 5708 S.E. 136th Avenue, Portland;
Retail Malt Beverage for:
b) Velvet Keg, 12131 S.E. Holgate, Portland

REGULAR AGENDA

NON-DEPARTMENTAL

- AdP* R-1 RESOLUTION in the Matter of Cautioning Against Racial Exploitation on the Commemoration of the 50th Anniversary of the Japanese Attack on Pearl Harbor 91-179
TIME CERTAIN 9:30 AM

- AdP* R-2 ~~RESOLUTION~~ *Proclamation* in the Matter of Proclaiming December 7 - 15, 1991 as Drunk and Drugged Driving Awareness Week 91-180

APP
R-3 RESOLUTION in the Matter of Accepting FROM HARASSMENT TO HOMICIDE, a Report on the Response to Domestic Violence in Multnomah County, A Needs Assessment From the Family Violence Intervention Steering Committee, by Laurie Hubbard, October 1991 *91-181*

APP
R-4 In the Matter of the Ratification of Local 88 1991-92 Contract which was Approved by Local 88 Membership in February ~~*91-182*~~

APP
R-5 RESOLUTION in the Matter of Transferring Roads to Gresham and Signing an Intergovernmental Agreement for the Delivery of Transportation Services *91-182*

APP
R-6 Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code 5.10.080 Relating to Fees for Documents Provided by the Office of the Board Clerk *706*

APP
R-7 First Reading of an ORDINANCE Amending Multnomah County Code 2.30.300 to Change the Function of the Justice Coordinating Council and the Number and Qualifications of Members (continued from November 21, 1991)
First Reading App - Second Reading Scheduled for 12-12-91.

DEPARTMENT OF ENVIRONMENTAL SERVICES

APP
R-8 Ratification of an Intergovernmental Agreement between Multnomah County Transportation Division and the City of Gresham to Participate in a Study of Traffic Impact Fees Related to Offsetting the Cost of Development on the Transportation System for the Urban East County Area

APP
R-9 ORDER in the Matter of the Request for Approval to Transfer Tax Foreclosed Properties to THE CITY OF WOOD VILLAGE, OREGON *91-183*

DEPARTMENT OF HUMAN SERVICES

APP
R-10 Ratification of an Amendment to the Intergovernmental Agreement Between the State of Oregon, Department of Human Resources, Children's Services Division, and Multnomah County, via the Juvenile Justice Division, Providing for Increased Payment Rates and Limiting the Discretionary Bed Space at the State Training Schools to No More than 76 Children on Any Given Day (continued from November 26, 1991)

APP
R-11 Budget Modification DHS #46 Authorizing Addition of \$1,050 State Revenue from the Children's Services Division to the Juvenile Justice Division, to Provide Funding for Electronic Monitoring, an Alternative to Detention (continued from November 26, 1991)

PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

App R-12 ORDER in the Matter of an Exemption to Contract For the Purchase of Two 4-Wheel Drive Vehicles for the Sheriff's Office *91-184*

App R-13 ORDER in the Matter of an Exemption From Public Bidding a contract to Purchase an Emergency Generator for the Penumbra-Kelly Building *91-185*

(Recess as the Public Contract Review Board and reconvene as the Board of County Commissioners)

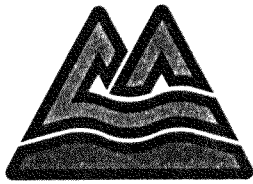
Thursday, December 5, 1991 - ^{*2:00*}~~1:30~~ - 5:00 PM

Multnomah County Justice Center
1120 S.W. 3rd, 14th Floor
Conference Room B

JOINT GOVERNMENTS MEETING

1. Sixth in a Series of Joint Governments Meetings Between Fairview, Gresham, Multnomah County Portland, Troutdale and Wood Village to Discuss Government Services Such as Roads, Law Enforcement, Animal Control, Land Use Planning, Emergency Management and Others.

0105C/38-41
cap



MULTNOMAH COUNTY OREGON

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

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

SUPPLEMENTAL AGENDA

Tuesday, December 3, 1991 - Immediately Following Agenda Review

Multnomah County Courthouse, Room 602

- B-4 Briefing regarding Animal Control Services Relating to the
Joint Government Meeting scheduled for December 5, 1991 -
Presented by Hank Miggins, Paul Yarborough, Betsy Williams
and Mike Oswald

0105C/42
cap

DATE SUBMITTED: November 22, 1991

(For Clerk's Use)
Meeting Date DEC 05 1991
Agenda No. C-12

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Deputy H. Haigh TELEPHONE 251-2481

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

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

Attached is the Package Store liquor license renewal for the Country Food Mart. The applicant(s) Duk Park and Agnes Park have no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

(☐) INFORMATION ONLY (☐) PRELIMINARY APPROVAL (☐) POLICY DIRECTION (☒) APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

PERSONNEL

(☐) FISCAL/BUDGETARY

(☐) GENERAL FUND

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: K.E. Ferrell

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.

AL/jlz/592-AINT

CLERK OF
COUNTY COMMISSIONER
1991 NOV 25 AM 10:23
MULTI-NOMINAL COUNTY
OREGON

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522

1992

SYMBOL	CLASSIFICATION	LICENSE FEE	DISTRICT	CITY/COUNTY	DPLRN	CODE
PS	PACKAGE STORE	\$50.00	1	2600	R17172A	F

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1991.

PARK AGNES S J
COUNTRY FOOD MART
5708 SE 136TH AVENUE
PORTLAND OR

97236

PARK AGNES S J
PARK DUK KI

10205

50.00 LC
11/15/91

COUNTRY FOOD MART
5708 SE 136TH AVENUE
PORTLAND OR

97236

1. Please list a daytime phone number in case we need more information: 761-5265
2. Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
YES NO ☒ IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE

DATE

CITY/STATE

RESULT

3. Will anyone share in the profits who is not a licensee? YES NO ☒
If yes, please give name(s) and explain: _____

RENEWAL FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$50.00 MADE PAYABLE TO "OLCC".

LATE RENEWAL ADDITIONAL FEE

If the OLCC has your complete renewal application by 12-12-91, indicated by a legible postmark, there is no late charge. From 12-12-91 to 12-31-91, you will have to pay a late fee of \$12.50. After 12-31-91, the late fee is \$20.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) Multnomah County recommends that this license be GRANTED X REFUSED _____

DATE OF ENDORSEMENT: December 5, 1991SIGNED: Gladys McCoyTITLE OF SIGNER: Multnomah County Chair

SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

<u>Duk Ki Park</u>	<u>Agnes S. J. Park</u>	
PRINT YOUR NAME	PRINT YOUR NAME	PRINT YOUR NAME
<u>Duk Ki Park</u>	<u>Agnes S. J. Park</u>	
SIGNATURE	SIGNATURE	SIGNATURE
<u>540-98-9324</u>	<u>541-02-5232</u>	
DATE	DATE	DATE
<u>1-16-91</u>	<u>1-8-91</u>	
SOCIAL SECURITY NUMBER	SOCIAL SECURITY NUMBER	SOCIAL SECURITY NUMBER
D.O.B.	D.O.B.	D.O.B.

DATE SUBMITTED: November 22, 1991

(For Clerk's Use)
Meeting Date DEC 05 1991
Agenda No. C-16

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Deputy H. Haigh TELEPHONE 251-2481

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

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

Attached is the Retail Malt Beverage license renewal for the Velvet Keg. The applicant(s) Sandra Fleck and Charles Nakuasil have no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

(☐) INFORMATION ONLY (☐) PRELIMINARY APPROVAL (☐) POLICY DIRECTION (☒) APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

PERSONNEL

(☐) FISCAL/BUDGETARY

(☐) GENERAL FUND

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: K.E. Ferrell

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.

AL/jlz/592-AINT

BOARD OF
COUNTY COMMISSIONERS
1991 NOV 25 AM 10:23
MULTIPLA COUNTY
OREGON

LICENSE RENEWAL APPLICATION

DUPLICATE

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522

SYMBOL	CLASSIFICATION	FEES	DISTRICT	CITY/COUNTY	DPLRN	CODE
RMB	RETAIL MALT BEVERAGE SERVER EDUCATION STUDENT FEE	\$200.00 2.60	1	2600	R00244A	C

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES

FLECK SANDRA J
VELVET KEG
12131 SE HOLGATE
PORTLAND OR 97266

FLECK SANDRA J
NAKVASIL CHARLES F

* Is there a designee(s) for Server Education? Yes ___ No ☒

** Server Education designee _____ SS# _____

- Please list a daytime phone number in case we need more information: (503) 256-9712
- Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
YES ___ NO ☒ IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____
OFFENSE _____ DATE _____ CITY/STATE _____ RESULT _____
- Will anyone share in the profits who is not a licensee? YES ___ NO ☒
If yes, please give name(s) and explain: _____
- Did you make any significant changes in operation during the past year that you have not reported to the OLCC, such as changes in menu, hours of operation, or remodeling?
YES ___ NO ☒ IF YES, EXPLAIN: _____

RENEWAL FEE / SERVER EDUCATION STUDENT FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR _____ MADE PAYABLE TO "OLCC".

LATE RENEWAL ADDITIONAL FEE

If the OLCC has your complete renewal application by 12/12, indicated by a legible postmark, there is no late charge. From 12/12 to 12/31, you will have to pay a late fee of \$50. After 12/31, the late fee is \$80.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) Multnomah County recommends that this license be GRANTED ☒ REFUSED ___
DATE OF ENDORSEMENT: December 5, 1991

SIGNED: Gladys McCloy TITLE OF SIGNER: Multnomah County Chair

SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

SANDRA J. FLECK
PRINT YOUR NAME

Charles F Nakvasil
PRINT YOUR NAME

Sandra J Fleck 11-15-91
SIGNATURE DATE

Charles F Nakvasil (11-15-91)
SIGNATURE DATE

542-48-0700 4-18-43
SOCIAL SECURITY NUMBER D.O.B.

544-34-9474 7-29-35
SOCIAL SECURITY NUMBER D.O.B.

PRINT YOUR NAME
SIGNATURE DATE
SOCIAL SECURITY NUMBER D.O.B.

NOTICE All employees who serve or sell alcoholic beverages MUST have a valid Service Permit.

#

2

DATE

12/5/91

NAME

Chavenundi Van-Si

ADDRESS

815 NE Dali's St

STREET

PHD OR 97232

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R1

SUBJECT

"Pearl Harbor" Resolution☒

FOR

☐ AGAINST

PLEASE PRINT LEGIBLY!

✓
3

DATE 12-5-91

NAME Joseph Tam

ADDRESS 4628 SE 3rd

STREET
Portland, OR 97202
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUBJECT _____

✓ FOR _____ AGAINST
PLEASE PRINT LEGIBLY!

#

4

DATE

12-5

NAME

CAROLYN M LEONARD

ADDRESS

MHRQ

STREET

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-1

SUBJECT

Resolution Against
Racial

FOR

AGAINST

PLEASE PRINT LEGIBLY!

#

5

DATE

12-5-91

NAME

Martin GONZALEZ - AFSC

ADDRESS

2249 E. BURNSIDE

STREET

PORTLAND, OR 97214

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R1

SUBJECT _____

FOR_____
AGAINST

PLEASE PRINT LEGIBLY!

1

DATE 12/5

NAME

June Arima Schumann

ADDRESS

3025 NE 34th Ave

STREET

Portland

OR

97212

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

1

SUBJECT

Pearl Harbor Resolution

☒

FOR

AGAINST

PLEASE PRINT LEGIBLY!

Meeting Date: December 5, 1991

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Resolution :Cautioning Against Racial Exploitation

AGENDA REVIEW/BOARD BRIEFING December 3, 1991 (date) 9:30 A.M. TIME CERTAIN
REGULAR MEETING December 5, 1991 (date)

DEPARTMENT Nondepartmental DIVISION Chairs Office

CONTACT Teri Duffy TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION June Schuman, Japanese American Citizens League

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):

December 7, 1991 will commemorate the 50th anniversary of the Japanese attack on Pearl Harbor. The resolution is an affirmative action cautioning against racial exploitation of persons of Japanese ancestry or others of Asian ancestry.

Sent copy of Resolution to Teri Duffy 5-6-91.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCay

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

In the Matter of Cautioning)
Against Racial Exploitation)
on the Commemoration of the) RESOLUTION
50th Anniversary of the) 91-179
Japanese Attack on Pearl Harbor)

WHEREAS, the 50th Anniversary of the Japanese attack on Pearl Harbor will be commemorated on December 7, 1991; and

WHEREAS, the State of Oregon and several cities in the state have established strong cultural and economic ties with the Japanese government, its cities, business firms, their family members and with students from Japan; and

WHEREAS, the occasion of the 50th anniversary commemoration has the potential for racial exploitation by some individuals and groups and the perception by some that Japan is an enemy; and

WHEREAS, the 1980's has witnessed a dramatic increase in hate crimes directed at Asian Americans caused by various factors including "Japan Bashing" which has resulted largely from economic and trade frictions between the United States and Japan; and

WHEREAS, the animosities toward Japanese often also directed towards Americans of Japanese ancestry and all other Asian Americans who have served with valor in the U.S. Military Services and in other capacities as civilians; and

WHEREAS, Racism was the primary cause of the internment and denial of justice to 120,000 Japanese Americans during World War II and the cause of numerous acts of violence toward all Asian Americans;

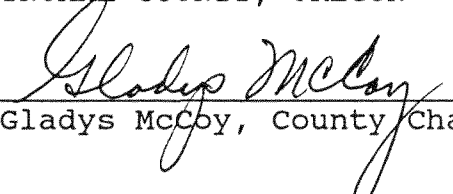
NOW, THEREFORE, BE IT RESOLVED, that Multnomah County abhors any attempts to exploit racism that would adversely affect persons of Japanese ancestry or others of Asian ancestry as a result of the 50th anniversary commemorating Pearl Harbor; and


BE IT FURTHER RESOLVED, that in addition to commemorating those who died at Pearl Harbor, Multnomah County takes the occasion of this anniversary to emphasize the need for the development of economic partnership between the State of Oregon and Japan and mutual commitment towards lasting peace by everyone concerned.

Adopted this 5th day of December, 1991.

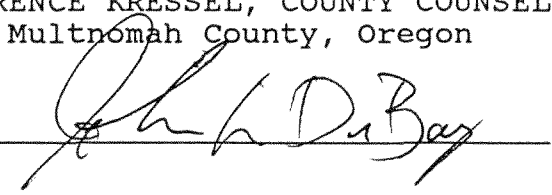
MULTNOMAH COUNTY, OREGON

By


Gladys McCoy, County Chair


REVIEWED
LAURENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

By





*Regular Meeting
12-5-91*

*R-1
Lead for the
Record*

Multnomah County Commission
12/5/91

Dear Commissioners,

The Portland Rainbow Coalition joins with the Japanese American Citizens League in urging your support of a resolution against racism and Japan-bashing in the wake of the 50th anniversary of the Japanese attack on Pearl Harbor, December 7, 1941.

Economic hard times and war fever fuel racism. Japanese immigrants to this nation have suffered scorn, harassment, exclusion from property ownership and citizenship, and finally internment during the war. Now Japanese Americans and other Asians are subject to racial slander because of the economic competition between U.S. and Japanese industry.

Current news articles, magazine covers and TV specials are inflaming already wide-spread anti-Japanese sentiment. We have seen a rise in harassment and violence against Japanese and other Asian-American peoples during the 1980's.

Now is an opportune time for the County to make a clear, unequivocal statement against this bigotry.

Sincerely,

Jan Mihara

Jan Mihara
co-chair

Telephone 654-9437

JAPANESE ANCESTRAL SOCIETY of Portland

ポ ー ト ラ ン ド 日 系 人 会

1550 S.E. OAK GROVE BLVD. • MILWAUKIE, OREGON 97222

GLADYS McCOY
MULTNOMAH COUNTY CHAIR
1021 S.W. 4th, ROOM 134
PORTLAND, OREGON 97204

Regular Meeting
12-5-91
R-1

November 22, 1991

Gladys McCoy, Multnomah County Chair
Room 134, County Courthouse
1021 S.W. Fourth Avenue
Portland, OR 97204

Dear Commissioner McCoy;

The board members of the Japanese Ancestral Society strongly endorse the resolution proposed by the Japanese American Citizens League (JACL) to minimize the friction that may arise from the 50th anniversary of Pearl Harbor against those of the Asian communities.

We ask for your cooperation through proclamation and education to ward off injury, confrontation, and vandalism.

Sincerely,

Matthew M. Masuoka
Matthew M. Masuoka D.M.D.

President of Japanese Ancestral Society

enclosure



*Regular Meeting
12-5-91
R-1*

**RESOLUTION CAUTIONING AGAINST RACIAL EXPLOITATION ON
THE COMMEMORATION OF THE 50TH ANNIVERSARY OF THE
JAPANESE ATTACK ON PEARL HARBOR**

WHEREAS, the 50th anniversary of the Japanese attack on Pearl Harbor will be commemorated on December 7, 1991;

WHEREAS, because we have a strong belief (grounded, for many of us, in our faith) that we are brothers and sisters made by one Creator, as members of one family--human;

WHEREAS, because we believe that responsible freedom for everyone is the only climate conducive to the full development of the human spirit;

WHEREAS, because we have witnessed in our society and in our communities enough of racial conflict and violence so as to threaten the very fabric of our freedoms and diminish the dignity of us all;

WHEREAS, racism was the primary cause of the internment and denial of justice to 120,000 Japanese Americans during World War II and the cause of numerous acts of violence toward all Asian Americans;

NOW, THEREFORE, BE IT RESOLVED, That Ecumenical Ministries of Oregon abhors any attempts to exploit racism that would adversely affect persons of Japanese ancestry or others of Asian ancestry as a result of the 50th anniversary commemorating Pearl Harbor; and

BE IT FURTHER RESOLVED, That in addition to commemorating those who died at Pearl Harbor, Ecumenical Ministries of Oregon takes the occasion of this anniversary to emphasize the need for mutual commitment towards lasting peace between the United States and Japan.

1

DATE 12/5

NAME

Rod Monroe

ADDRESS

7702 SE 111th

STREET

Portland

CITY

97266

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-2

SUBJECT

Drunk + Drugged Driving Week

X FOR _____ AGAINST
PLEASE PRINT LEGIBLY!

#

2

DATE

12-5-91

NAME

LENZSE

FRED LENZSEN

ADDRESS

P.A.'s OFFICE
STREET

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-2

SUBJECT

Drug & Alcohol Driving Awareness
week☒ FOR☐ AGAINST

PLEASE PRINT LEGIBLY!

Meeting Date: December 5, 1991

Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: NATIONAL DRUNK AND DRUGGED DRIVING AWARENESS WEEK

BOARD BRIEFING _____ REGULAR MEETING December 5, 1991
(date) (date)

DEPARTMENT Nondepartmental DIVISION Chairs Office

CONTACT Teri Duffy TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

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

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

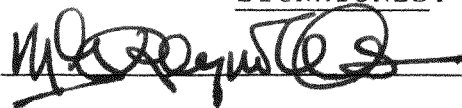
Proclamation of National Drunk and Drugged Driving Awareness Week for
December 7 - 15, 1991.

*Proclamation 91-180 Sent to Nancy Wolfe & Copy sent to
Teri Duffy 12-6-91.*

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL



Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

Meeting Date: December 5, 1991

Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: NATIONAL DRUNK AND DRUGGED DRIVING AWARENESS WEEK

BCC Informal 12/3/91 BCC Formal 12/5/91
(date) (date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Nancy Wolfe TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

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

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

Proclamation of National Drunk and Drugged Driving Awareness Week for December 7-15, 1991

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Billi Odegaard (ac)

(All accompanying documents must have required signatures)

1991 NOV 20 AM 10:48
CLERK'S OFFICE
HOLT COUNTY
OREGON

MULTNOMAH COUNTY

DUII COMMUNITY PROGRAM

ADVISORY BOARD

426 S.W. Stark, 6th Floor

Portland, Oregon 97204

(503) 248-3691

MEMORANDUM

TO: Gladys McCoy, Multnomah County Chair

THROUGH: Billi Odegaard, Acting Director *Billi Odegaard (oc)*
Department of Human Services

FROM: Gary Smith, Director *GS*
Department of Social Services

DATE: October 23, 1991

SUBJECT: "1991 Drunk and Drugged Driving Awareness Week" Proclamations

The Multnomah County DUII Community Advisory Board is inviting Multnomah County, and the mayors of the five cities in Multnomah County, to adopt a resolution that supports National Drunk and Drugged Driving Awareness Week December 7 through the 15 locally with a proclamation. The county and cities have been most willing to cooperate with this request in years past. A draft resolution is attached, for your adoption or modification. Your cooperation with this countywide endeavor to keep our highways safe throughout the 1991 holiday season is appreciated. This is an appropriate time to support DUII awareness activities and to remind citizens that drinking and driving don't mix and that safety belts are the best defense against the intoxicated driver.

An awards reception sponsored by the Multnomah County DUII Advisory Board will be held at the Justice Center on December 12, 1991 at 5:00 p.m. Please mark your calendar now and plan to attend. Please do not hesitate to call Nancy Wolfe, 248-3691, if you have any questions.

Enclosure

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming)
December 7 - 15, 1991 as)
Drunk and Drugged Driving)
Awareness Week)

RESOLUTION

WHEREAS traffic crashes cause more violent deaths in the United States than any other cause and also play a substantial role in serious injuries;

WHEREAS drinking and driving is the leading cause of death for teenagers;

WHEREAS driving under the influence costs U.S. taxpayers an estimated \$26 billion each year, not including the human suffering that can never be measured;

WHEREAS the best defense against the drinking or drugged driver is the use of safety belts and consistent use by all drivers and passengers could have saved the lives of over 600 Oregonians last year;

WHEREAS an increase in public awareness of the problem of drinking and drugged driving may contribute to a change in society's attitude toward the intoxicated or drugged driver and help to sustain current efforts to develop comprehensive solutions for Multnomah County;

WHEREAS the holiday season, with more drivers on the roads and an increased number of social functions, is a particularly appropriate time to promote responsible hosting and to focus national and local attention on this critical problem;

NOW THEREFORE BE IT RESOLVED, that Multnomah County, proclaims December 7 - 15, 1991, as DRUNK AND DRUGGED DRIVING AWARENESS WEEK in Multnomah County.

Adopted this _____ day of _____, 1991

(SEAL)

By _____

Gladys McCoy
Multnomah County, Oregon

Reviewed:

Laurence Kressel, County Counsel
of Multnomah County, Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming)	
December 7 - 15, 1991 as)	PROCLAMATION
Drunk and Drugged Driving)	91-180
Awareness Week)	

WHEREAS traffic crashes cause more violent deaths in the United States than any other cause and also play a substantial role in serious injuries;

WHEREAS drinking and driving is the leading cause of death for teenagers;

WHEREAS driving under the influence costs U.S. taxpayers an estimated \$26 billion each year, not including the human suffering that can never be measured;

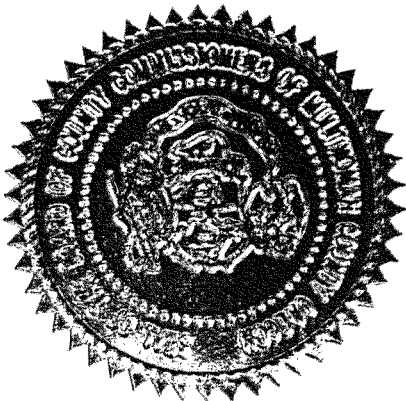
WHEREAS the best defense against the drinking or drugged driver is the use of safety belts and consistent use by all drivers and passengers could have saved the lives of over 600 Oregonians last year;

WHEREAS an increase in public awareness of the problem of drinking and drugged driving may contribute to a change in society's attitude toward the intoxicated or drugged driver and help to sustain current efforts to develop comprehensive solution for Multnomah County;

WHEREAS the holiday season, with more drivers on the roads and an increased number of social functions, is a particularly appropriate time to promote responsible hosting and to focus national and local attention on this critical problem;

NOW THEREFORE BE IT PROCLAIMED, that Multnomah County, proclaims December 7 - 15, 1991 as DRUNK AND DRUGGED DRIVING AWARENESS WEEK in Multnomah County.

Adopted this 5th day of December , 1991



BY

Gladys McCoy
Gladys McCoy, Chair
Multnomah County, Oregon

Meeting Date: DEC 05 1991

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Accepting Report - From Harassment to Homicide

BOARD BRIEFING December 3, 1991 REGULAR MEETING December 5, 1991
(date) (date)

DEPARTMENT Non-Department DIVISION Comm. Kelley

CONTACT Carolyn Marks Bax TELEPHONE x2738

PERSON(S) MAKING PRESENTATION Doug Beloof

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 - 15 minutes

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

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

Domestic Violence is a significant problem for our community. This needs assessment report makes recommendations regarding how the community as a whole, public and private sectors, can better coordinate to serve victims and work toward an end to domestic violence. Multnomah County has a role in this effort.

Fiscal/budgetary impacts - None to accept report.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Shannon Kelley

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

Copy of Resolution 91-181 sent to Carolyn Marks Bax on 12-6-91.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of accepting FROM)
HARASSMENT TO HOMICIDE, a Report)
on the Response to Domestic Violence in) RESOLUTION
Multnomah County, A Needs Assessment From) 91-181
the Family Violence Intervention Steering)
Committee, by Laurie Hubbard, October 1991)

WHEREAS Multnomah County has a prominent role and interest in the safety and well being of its citizens; and

WHEREAS in 1990 local police agencies within Multnomah County received 15,612 family disturbance calls, shelters and hotlines handled 13,057 domestic violence related calls, the District Attorney's Office received 3,541 domestic violence reports for potential prosecution, and the Civil Court issued 2,850 restraining orders; and

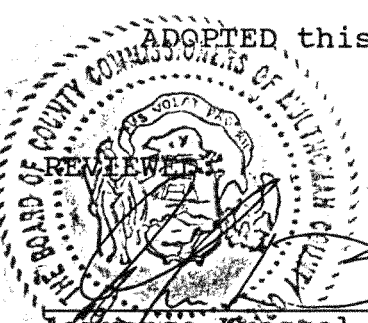
WHEREAS domestic violence is a very serious and widespread problem with long-term, negative impact on residents of our community.

WHEREAS the Board of County Commissioners concurs with the premise of the report that the community must join together to expose, condemn, and end domestic violence, through effective planning, policies and programs,

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners accepts FROM HARASSMENT TO HOMICIDE, a Report on the Response to Domestic Violence in Multnomah County, a Needs Assessment From the Family Violence Intervention Steering Committee.

ADOPTED this 5th day of December, 1991.

By Gladys McCoy
Gladys McCoy, Chair
Multnomah County, Oregon


Laurence Kressel
Laurence Kressel, County Counsel
of Multnomah County, Oregon

FROM HARASSMENT TO HOMICIDE

A REPORT ON THE RESPONSE TO DOMESTIC VIOLENCE IN MULTNOMAH COUNTY

A Needs Assessment From the
Family Violence Intervention Steering Committee

October 1991

By Laurie Hubbard

Funded by the City of Portland's Bureau of Community Development
Through the Assistance of Commissioner Gretchen Kafoury and Her Staff

Special Thanks to Susan Purcell for
Formatting This Report

FAMILY VIOLENCE INTERVENTION STEERING COMMITTEE

*TERRY ANDERSON
ASSISTANT TO CITY COMMISSIONER GRETCHEN KAFOURY*

*JUDITH ARMATTA
ATTORNEY, OREGON COALITION AGAINST DOMESTIC & SEXUAL
VIOLENCE*

*DOUG BELOOF
DIRECTOR, VICTIM'S ASSISTANCE PROGRAM, MULTNOMAH COUNTY
DISTRICT ATTORNEY*

*DOUG BRAY
ADMINISTRATOR, MULTNOMAH COUNTY COURTS*

*TRACY CORDES
ATTORNEY, METROPOLITAN PUBLIC DEFENDERS*

*RUTH CROSSEN
DEPARTMENT OF COMMUNITY CORRECTIONS*

*JOANNE FULLER
PROGRAM MANAGER, MULTNOMAH COUNTY WOMEN'S
TRANSITION SERVICES*

*THE HONORABLE STEPHEN B. HERRELL
MULTNOMAH COUNTY CIRCUIT COURT JUDGE*

*LAURIE HUBBARD
PARALEGAL, FAMILY LAW CENTER
MULTNOMAH COUNTY LEGAL AID SERVICE*

*GAIL LAMBERT
VICTIM'S ASSISTANCE PROGRAM*

*LINDA LARKIN
ATTORNEY, CARNEY, BUCKLEY, KASAMEYER & HAYS*

*MICHAEL LOY
REFEREE, MULTNOMAH COUNTY JUVENILE COURT*

*ROSEMARY LYONS
DEPARTMENT OF FAMILY SERVICES*

*AUDREY METCALF
MEN'S RESOURCE CENTER*

*JOE OLEXA
CIVIL DIVISION DIRECTOR, MULTNOMAH COUNTY COURTS*

*MARY OTTO
DIRECTOR, WOMENSTRENGTH PROGRAM OF PORTLAND POLICE BUREAU*

*HOLLY PRUETT
DIRECTOR, OREGON COALITION AGAINST DOMESTIC & SEXUAL
VIOLENCE*

*GLENN ROSE
MEN'S RESOURCE CENTER*

*ALICE SIGMUND
OREGON DEPARTMENT OF CORRECTIONS, COMMUNITY SERVICES*

*ERICA SILVER
BRADLEY-ANGLE HOUSE*

*HELEN SMITH
DEPUTY DISTRICT ATTORNEY, MULTNOMAH COUNTY*

*STEVE TILLINGHAST
CHIEF DEPUTY, MULTNOMAH COUNTY SHERIFF'S OFFICE*

*ROD UNDERHILL
DEPUTY DISTRICT ATTORNEY, MULTNOMAH COUNTY*

*DAVE WILLIAMS
DEPUTY CHIEF, OPERATIONS BRANCH
PORTLAND POLICE BUREAU*

COMMITTEE CHAIR:

*MAUREEN McKNIGHT
ATTORNEY, OREGON LEGAL SERVICES*

TABLE OF CONTENTS

FAMILY VIOLENCE INTERVENTION STEERING COMMITTEE MEMBERSHIP LIST	i
EXECUTIVE SUMMARY	1
I. INTRODUCTION	6
Background	6
Scope and Structure of Report	7
II. PHILOSOPHY STATEMENT AND DEFINITION OF DOMESTIC VIOLENCE	8
III. A SYSTEM OVERVIEW: THE VICTIM'S PERSPECTIVE	12
IV. ON THE HOME FRONT: THE LOCAL INCIDENCE OF DOMESTIC VIOLENCE	17
Crisis Lines, Shelters, and Police	18
District Attorney and Court Records	22
V. THE CURRENT RESPONSE TO DOMESTIC VIOLENCE IN MULTNOMAH COUNTY	26
Crisis Lines and Shelters	26
Police	29
District Attorney and Criminal Courts	30
Civil Courts	32
Legal Advocates for Victims	34
Intervention with Perpetrators	35
Corrections	36
Summary	37
VII. UNMET NEEDS, PRIORITIES AND RECOMMENDATIONS	38
System Coordination	38
Services for Victims	40
Intervention with Perpetrators	43
Law Enforcement	46
Civil Justice System	49
Criminal Justice System	51
Corrections	53
Conclusion	55

ENDNOTES	56
-----------------------	----

APPENDIX - A DETAILED DESCRIPTION OF THE SYSTEM

LIST OF TABLES

TABLE I - Domestic Violence Emergency Shelter And Crisis Calls in 1990	19
TABLE II - Requests for Police Assistance "Family Problems" in 1990	21
TABLE III - Number of Domestic Violence Cases Handled by the District Attorney in 1990	24
TABLE IV - Incidence of Domestic Violence in Multnomah County in 1990	25
TABLE V - Domestic Violence Shelter and Crisis Line Services	27
TABLE VI - Domestic Violence Emergency Shelter Capacity in 1990	28
TABLE VII - The Response of the System to Domestic Violence in 1990	37

EXECUTIVE SUMMARY

Domestic violence is a serious social problem in Multnomah County. Each year thousands of women are beaten and injured by their partners or former intimates; many of these women are killed.

In 1990 local police agencies received **15,612 family disturbance calls**. Shelters and hotlines logged **13,057 crisis calls** specifically related to domestic violence. The Multnomah County District Attorney's office received **3,541 domestic violence police reports** for potential prosecution, and the Civil Court issued **2,850 restraining orders**. Nine women were killed by partners or former partners between January 1989 and December 1990.

Although incidents of domestic violence in Multnomah County exceed those from gang violence or drug overdose, to date no commensurate public outrage, planning, or dedication of funds has resulted. Instead, misconceptions about domestic violence abound. Abusive relationships are deemed to be private matters, with the victim at fault for "choosing" to stay -- even if she has children, no income, and no place to go. Little attention has been given to this victim-blaming or to the lack of coordination that permeates this community's official response to domestic violence.

Shelters and services for victims are grossly underfunded. Intervention with perpetrators is almost nonexistent; while the goal of batterer accountability is clear, program standards and effectiveness remain unexamined.

This community must join together to expose, condemn, and end domestic violence. Effective planning, policies, and programs are needed *now* to address this deadly problem. Toward that goal, the Family Violence Intervention Steering Committee has developed the following recommendations:

GENERAL RECOMMENDATIONS

1. **Institutionalize, fund, and staff a multi-disciplinary task force with a mandate to coordinate the community's response to**

- domestic violence, and to standardize data-collection and record keeping.
2. Create a multi-disciplinary response team to act as victims' advocates throughout the system.
 3. Implement cross-trainings between different organizations, as directed by the task force.
 4. Coordinate between national, state, and local government for funding. Raise money in the private sector as well.
 5. Develop a newsletter for regularly updating organizations on domestic violence legislation, and on local resources and procedures.
 6. Under the auspices of the task force, design and implement a public awareness campaign using various forms of media.

SERVICES FOR VICTIMS

7. Raise money to stabilize funding for existing shelter services and potential expansion.
8. Implement a program for large corporations to help provide/develop funding for an "adopted" shelter.
9. Raise money in the private sector.
10. Organize a group of volunteer attorneys to handle restraining order cases on behalf of the victim.
11. Recruit retired attorneys and attorneys from the private bar to represent battered women in a variety of civil matters.
12. Recruit law students to assist victims with restraining orders.
13. Recruit para-professionals (legal assistants, clerks, paralegals) to provide support, information, assistance to victims.
14. Explore and develop additional transitional housing resources for victims.

INTERVENTION WITH PERPETRATORS

15. Create a task force mandated to develop standards and protocols for jailing, bail, and release of offenders, sentencing, probation, and programs for perpetrators. Include victims' advocates on the task force.
16. Develop standards for programs for perpetrators, with a state-wide certification process, and an emphasis on batterer accountability and public safety.
17. Design and implement an intervention program for batterers in jail.

LAW ENFORCEMENT

18. Improve full compliance with mandatory arrest and coordinate standardized response to domestic violence through comprehensive, specialized education and training of all peace officers in Multnomah County jurisdictions.
19. Offer and require on-going training and in-service education of professionals who work in other parts of the law enforcement system, including Multnomah County Sheriff's Office deputies and staff.
20. Train officers in making a case without the participation of the victim.
21. Educate officers about other resources available to victims.
22. Explore and implement ways to improve the justice system's response to domestic violence, to better support police intervention.
23. Ensure that community policing does not dilute in any way the mandated response of police to domestic violence or in any way compromise victim safety.

CIVIL JUSTICE SYSTEM

- 24. Recruit volunteer attorneys, law students, and paralegals to assist in all aspects of the restraining order process.
- 25. Convene a judicial conference on domestic violence, with presenters who are professionals in the field, legal and non-legal.
- 26. Develop and implement training for judges, attorneys, and court personnel on a broad range of domestic violence issues.
- 27. Provide a larger, more private physical environment for the application of restraining orders.

CRIMINAL JUSTICE SYSTEM

- 28. Develop and implement training for all criminal court attorneys and judges on a broad range of domestic violence issues, including victimization and self-defense.
- 29. Develop criteria for issuing domestic violence cases regardless of the victim's cooperation. Provide funding for the DA to prosecute additional cases. Implement deferred sentencing models, but only if acceptable programs for batterers are available.
- 30. Develop recommendations for sentencing guidelines in domestic violence misdemeanor cases.
- 31. Provide case files to district attorneys at probation violation hearings involving domestic violence. Improve information management system so that DA and Corrections can share information.

CORRECTIONS

- 32. Develop a specialized case management probation program for domestic violence offenders.
- 33. Train and educate all corrections staff on a broad range of domestic violence issues.

34. **Develop criteria for releasing batterers from programs and from jail. Prioritize domestic violence in release decisions.**
35. **Implement vigilant supervision of domestic violence offenders. Bring re-offenders back to the judge quickly for additional sanctions.**
36. **Improve information management system so that DA and Corrections can share information.**

I. INTRODUCTION

This report details the current response of police, courts, and service organizations to victims of domestic violence in Multnomah County, and prioritizes the need for specific improvements in that response.

The report was produced by the Family Violence Intervention Steering Committee, a voluntary organization of public and private individuals. Its membership includes representatives from the civil and criminal courts, state and county corrections, city government, emergency service organizations, counseling organizations, legal aid and public defender staff, the private bar, the police and sheriff's departments, and the district attorney's office.

BACKGROUND

The Committee was first convened in 1987 as part of the Family Violence Intervention Project (FVIP), a federally funded pilot program administered through the National Council of Juvenile and Family Court Judges, to study the response of the court system to the problem of domestic violence. Multnomah County was one of three sites nationally to participate in the two year study. A staff person worked under the direction of the Steering Committee during this time, as the project examined the workings of the local courts and compiled data. The results of the study were published in "Family Violence: Improving Court Practice - Recommendations from The National Council of Juvenile and Family Court Judges - Family Violence Project." ¹

When the project ended, the Steering Committee determined that its inter-agency, roundtable discussions were among the most valuable products of the experience. Members decided to continue to meet monthly, even without staff, and to broaden their focus. Since 1989, Committee membership has expanded to include the police and service arenas in addition to the courts. Through this forum, the Committee resolved to document its discussions in a report advocating systemic change.

The following report is derived from the experience, expertise, and contacts of Family Violence Intervention Steering Committee members, who represent most components of the law enforcement, justice, and service delivery systems in Multnomah County. The

existence of the report is based on the group's commitment to help this community assess and improve its response to a pervasive and lethal problem.

SCOPE AND STRUCTURE OF REPORT

This report is the Steering Committee's assessment of Multnomah County policies and practices with respect to domestic violence. It reviews, in systemic terms, the local response to this serious problem and, more significantly, recommends improvements in that response. As such, the report is not intended to be a directory of specific local services available to victims of family violence, nor is it a summary of recent literature on the subject. The report presents data on the local incidence of domestic violence. The Committee recognizes that the data offered here are neither complete nor conclusive; however, they provide a convincing basis for analysis and planning.

The report begins with the Steering Committee's operational philosophy and working definition of domestic violence. These provide the theoretical framework for the Committee's work. A brief overview of how the system in Multnomah County responds to domestic violence follows, discussed from the perspective of a hypothetical victim. The report then provides some raw data regarding the incidence of domestic violence in Multnomah County. Next it describes and critiques the various components of the local system and what services are available to victims. Finally the report identifies and prioritizes areas in the system where changes and improvements need to occur, and makes specific recommendations for action.

II. PHILOSOPHY AND DEFINITION OF DOMESTIC VIOLENCE

The Steering Committee has become increasingly alarmed at the escalating number and severity of local incidents of violence among family members. In March of 1991, a Portland woman was shot to death in a parking lot by her estranged husband, despite her Skamania County, Washington, restraining order.² In July, the Portland Police shot a man who had repeatedly stabbed his partner with shards of glass from a broken mirror.³ On August 7, 1991, after threatening and harassing an ex-girlfriend, a man held her in her home at gun point for several hours. He was killed by police after he shot the woman in the chest as she ran from the house.⁴ Deaths and injuries from domestic violence in this community are more prevalent than those from gang violence or drug overdose, and police respond to more domestic violence calls than any other, but to date there has been no commensurate public outrage, planning, or dedication of funds to provide a solution for the problem.⁵

Committee members have daily contact with the victims and perpetrators of family violence. Members are familiar with the struggle of professionals to understand the dynamics of domestic violence and to provide an adequate response to the families who suffer from it. They are also well aware of the victims' own efforts to glean a swift, supportive, and safe response from a system that is often unsympathetic and always overburdened.

Through its discussions, the Family Violence Steering Committee has adopted an operational philosophy and definition of domestic violence to serve as a premise for its work. This philosophy and definition provide the basis for the Committee's analysis of the current system and its recommendations for improvements.

PHILOSOPHY

The Steering Committee believes that family violence is a very serious and widespread problem, with a long-term and negative impact on this society and its individuals. Domestic violence is an expression of the unequal power that exists in relationships between men and women. This inequality has been supported historically by the social norms, roles, and institutions of this culture.⁶

Committee members endorse the following findings regarding domestic violence:

- ▶ "Battery is the single most significant cause of injury to women in this country."⁷
- ▶ A woman is beaten every 15 seconds in this country.⁸
- ▶ One in five hospital emergency room admissions is due to domestic violence.⁹
- ▶ Domestic violence can and does lead to death -- of the victim, the batterer, or both.
- ▶ Domestic violence was the main reason that most families with children were homeless in Oregon in 1988.¹⁰
- ▶ It is difficult to gather accurate numbers reflecting the incidence of domestic violence, either locally or nationally, because abuse is under-recognized and under-reported.
- ▶ Most women will make several unsuccessful attempts to leave a batterer before they are actually able to get away and begin a new life. Many battered women stay with or return to their abusers, *not* because they are mentally ill or somehow "attracted" to the violence. Rather, many victims accurately perceive the lack of resources available to them if they leave their relationships and the almost certain financial hardships they will encounter. Many victims also have children, with their support and welfare to consider. Many also believe that the violence will escalate rather than subside if they attempt to leave.
- ▶ Women who do leave violent relationships are at a greater risk of being injured or killed by the batterer than those who stay.¹¹
- ▶ Alcohol and drug use do not cause domestic violence, but can exacerbate it or be a co-existent problem.

- ▶ Domestic violence is costly to society: Aside from its traumatic effect on the victims and their families, abuse results in millions of dollars of lost wages and medical expenses annually.¹²
- ▶ Domestic violence is not a class, race, religious, or age specific problem. It transcends social and economic barriers to affect the lives of people of every income, age, religion, and color. However, many victims of domestic violence may have special needs associated with being part of a particular social, economic, cultural or age group, or with having a particular physical or mental impairment.
- ▶ Battering is criminal behavior, and should be viewed as such when addressing the accountability and treatment of the batterer.
- ▶ Domestic violence is taught and reinforced by a culture that has historically supported men's right to exert power and control over women through violence. While domestic violence can have an intergenerational component that leads some children to grow up and repeat the violence they have experienced in their childhood, not all batterers or victims have experienced violence in their childhoods. What children learn from their families and from society can be unlearned. Meanwhile, the institutions that perpetuate domestic violence in this culture must also be changed.¹³

DEFINITION OF DOMESTIC VIOLENCE

Oregon statutes specifically address family violence prevention and provide in the civil code a legal definition for the term "family abuse."¹⁴ Under this law, referred to as the Family Abuse Prevention Act (or FAPA), a family or household member is a spouse, former spouse, adult related by blood or marriage, a person cohabiting with another now or within the last two years, or an unmarried parent of a minor child. Family abuse occurs under FAPA when a family or household member purposely causes or tries to cause bodily injury to another family or household member, purposely places such person in fear of "imminent serious bodily injury," or forces that person to engage in involuntary sexual relations.¹⁵

The Committee has chosen a similar but slightly more expansive definition.¹⁶ For purposes of this report:

Domestic violence is emotional, physical, psychological or sexual abuse or the threat thereof, perpetrated against a person by that person's spouse, former spouse, partner, former partner, or adult relative, or by the other parent of a minor child. Abuse may include threats, harm, injury, harassment, control, terrorism, or damage to living beings or property.¹⁷

Domestic violence can be a single incident, ranging in intensity from harassment to homicide. More often, though, the Committee has found it to be a systematic pattern of abuse that usually escalates over time in frequency and severity. Domestic violence occurs between partners of the same and different sex. Sometimes domestic violence is perpetrated by women against men. Most frequently, however, men are the abusers and women are the victims.¹⁸ Therefore, unless otherwise noted, the report refers to victims or survivors as female, and to abusers or batterers as male.

The Committee realizes that various types of abuse may fall within the meaning of the term "family violence." Abuse of the elderly, physical and sexual abuse of children, and prostitution are all expressions of family violence. This report does not examine these kinds of abuse, although the Committee believes they are indeed forms of family violence and merit further attention by the community.

III. A SYSTEM OVERVIEW: THE VICTIM'S PERSPECTIVE

This section presents a case study of "Carol Smith," a composite developed to illustrate the possible responses of the police, court, and social service systems to a victim of domestic violence in Multnomah County. This overview provides a context for the report's subsequent examination of the current operation of the local system and a reference for its recommendations for improvement.

Carol Smith is a Portland resident with three children under age 5. Carol's husband, David, has been physically abusive to her for several years. In the past he has hit and bruised her; he has broken her jaw and her ribs. She has been treated and released from an emergency room twice. Carol and David have separated, and then reconciled. Each time that David has been violent with Carol, he has always apologized afterward, and begged Carol not to leave him. Each time, he has promised never to hit her again. Recently, David and Carol had an argument. David grabbed Carol and threw her to the floor, then jumped on top of her and began to choke her. The children were agitated and crying as they watched this. Just as Carol thought she might faint, David let go of her and ran outside. Carol did not know if David had gone away or was waiting nearby. She decided to call the police.

[Battered women do not always turn to the police for help. Sometimes they are ashamed and embarrassed, blaming themselves for the violence. Sometimes they are threatened by the batterer. Sometimes the batterer has fled. Sometimes there is no "physical evidence" of an assault. Also, anecdotal evidence suggests that police response to domestic violence calls is not always immediate, that police officers sometimes treat the victim as though the violence were her fault, that the batterer is not always arrested, and that the victim is sometimes arrested along with the batterer.¹⁹ For their part, police are often frustrated by repeated calls to the same address and by victims who don't want the batterer arrested.]

When the police arrived, David was nowhere to be found, so they did not arrest him. Before leaving they gave Carol a card with information about restraining orders and filing criminal charges.²⁰

[If David had been arrested, he might not have been kept in jail overnight. A defendant's length of stay behind bars after the initial arrest is often quite brief. It takes at least \$250 to post bail, or some defendants can be released on their own recognizance. Recognizance releases can be affected by such factors as the severity of the abusive incident or jail overcrowding.²¹]

Carol wanted to stay somewhere else that night because she was afraid that David would come back and hurt her again. Some people might go to a hotel or stay with friends. But Carol didn't have any money, and her friends didn't have enough room. Carol called the Portland Women's Crisis Line, a number she found on the card from the police. The Crisis Line volunteer asked Carol if she was in further immediate danger or needed medical attention, talked with her about her options, and gave her a phone number to a confidential shelter. Carol called the shelter, but they did not have enough space available for Carol and her children. Carol stayed at home that night, terrified of David's return.

[More often than not, the domestic violence shelters are full. Those victims who do get into a shelter are provided a confidential location to seek refuge from the violence. They receive food, clothing, informal counseling, and information from shelter workers in a safe and supportive environment.]

The next day, Carol went downtown to the Multnomah County Courthouse. In a small, busy room she filled out forms to request a restraining order to keep David away from her. A judge then interviewed her in a courtroom full of lots of people. It was frightening for Carol to talk to the judge in front of so many strangers. The judge granted the restraining order and also gave Carol temporary custody of the children. David was awarded visitation with the children.²² Carol was informed that a copy of the restraining order had to be served on David. She decided to have the Multnomah County Sheriff serve the order.

[A restraining order is not enforceable by the police until it is served on the person to be restrained and entered into the state's law enforcement computer. Sometimes, there is a delay in service because the abuser is difficult to find. During this delay the police can only arrest under the mandatory arrest law described in endnote 19. Therefore a batterer's mere presence on the premises, though often extremely threatening to the

victim, will most likely not result in arrest until he is served. Personal friends or family members can serve the orders as well as the sheriff.]

Carol then went to the District Attorney's office. She was told that she needed to make an appointment to speak to someone about the procedure for pressing charges against David. Carol went back downtown several days later for her appointment. She couldn't find a babysitter, so Carol took her children with her. A victim's advocate met with her and reviewed what David had done to Carol. It was hard to concentrate on what the advocate said because the children were active and noisy. Carol then met with a Deputy District Attorney who reviewed her case and explained the criminal charges to her. She was told that a warrant would be issued for David's arrest, but it was difficult to know when David would be taken into custody. Carol went home, still very much afraid and confused about what was going to happen.

[The police try to look for people for whom arrest warrants are issued. In theory, it is police policy to make three attempts to serve a warrant. In practice, it may take a long time before an arrest is made; it sometimes does not happen until the abuser is picked up for something else, such as a traffic violation. The District Attorney's office can issue two types of warrants: custody-arrest warrants result in immediate arrest, and cited-in-lieu-of-custody warrants order the defendant into court to be charged with a crime in approximately two weeks. If it appears that abuse has occurred as defined by the Family Abuse Prevention Act, the Deputy District Attorney who prosecutes domestic violence crimes issues custody-arrest warrants.]

*Several nights later, there was a terrible pounding at Carol's front door. David was outside, knocking and kicking at the door, demanding that Carol let him in. When she did not, he went over to a window and began to pry it open. Carol called the police and told them that David was there, threatening her and trying to get in. **The police arrived and arrested David.**²³ David was held in jail overnight and arraigned the next day. He was charged with Assault IV²⁴ for the first incident and with violation of a restraining order for the second. **David asked for a court appointed attorney** (public defender) to represent him and he pled "not guilty" to both charges. A trial date was scheduled in two months on the Assault IV charge, and a hearing was scheduled on the restraining order violation for three weeks later.*

In the next few weeks, Carol had several appointments and court hearings to attend. This was very stressful as Carol tried to juggle these activities with the demands of her usual daily life, work, and single-parenting. Carol received a notice that David had requested a hearing on the restraining order. From this notice, Carol knew that David was contesting the custody and visitation provisions of the restraining order. Carol wanted a lawyer to represent her at this hearing, but she couldn't find one because she didn't have enough money.

[If Carol had enough money she could hire a private lawyer to represent her.²⁵ If not, she might call Legal Aid and try to get a lawyer for free. Due to limited resources, Legal Aid is often not able to provide lawyers to people in restraining order hearings. At a minimum, Carol could get some telephone advice from Legal Aid about her hearing.]

[At the hearing the judge has the discretion to dismiss the restraining order, continue the order, switch custody of the children, change the terms of visitation, and make orders regarding the residence and personal property. Sometimes the judges also refer restraining order cases to the Family Services Department of the court for a custody study.²⁶]

Carol also attended the hearing on David's restraining order violation. Carol almost missed the hearing because she could not find anyone to take care of her children. If she had not made the hearing, the charges against David probably would have been dropped. At this hearing, the District Attorney prosecuted David. The judge found David in violation of the restraining order and ordered that he have two years of probation and no contact with Carol. Carol was upset because she hoped the judge would put David in jail. She did not think that David would obey the "no contact" order.

Carol currently remains in the home with her children. She is still separated from David, but neither of them have begun divorce proceedings. She still has the restraining order and temporary custody of her children. David is still on probation. He has violated the restraining order several times. When this happens, Carol calls the police, but David is usually gone before they arrive. He has never gone to jail. He has a very low level of probation supervision. Carol thinks he only sporadically attends the anger control program that the judge ordered him to complete after his second restraining order violation. In a few months the restraining order will expire, and Carol hopes that she can renew it

without a further incident of abuse. Carol regularly attends a support group for battered women through one of the local shelters. She cannot afford individual counseling for herself or for her children who have been traumatized by the violence they have seen. Due to several delays in the trial date, Carol is still waiting for David to be brought to trial for the original Assault IV incident.

IV. ON THE HOME FRONT: THE LOCAL INCIDENCE OF DOMESTIC VIOLENCE

No definitive, comprehensive statistics are available regarding the incidence of domestic violence in this community.²⁷ The Committee believes that the reasons for this are:

- ▶ **Domestic violence is often not reported.** Many victims do not know where to turn, are reluctant to rely on a system that still blames them for being victims, and fear reprisals from the abuser.
- ▶ **Domestic violence is sometimes not identified.** It has not been very long since the legislatures in this country began passing laws that make domestic violence a crime. Oregon was the first state to enact civil restraining order and mandatory arrest legislation, passing the Family Abuse Prevention Act in 1977.²⁸ There is still an all too prevalent attitude that violence between spouses and partners is a private matter to be resolved by the couple involved, rather than by society at large.
- ▶ **There has not yet been a coordinated effort to standardize methods of gathering statistics on domestic violence.**²⁹
- ▶ **Definitions of domestic violence differ.**

No centralized or coordinated system exists for reporting local domestic violence incidents, especially among different organizations. However, agencies that usually first encounter victims keep records that document their contact. These records suggest, to a limited extent, the prevalence of domestic violence in this community. What follows are raw numbers obtained from "the front line" -- the crisis lines, shelters and police -- and from the District Attorney and the courts. These data are by no means comprehensive, but they provide the best available indicators of how many people try to access the local system.

THE FRONT LINE

The "front line" consists of agencies that are usually the first to come into contact with victims and survivors seeking help with domestic violence -- the crisis lines, shelter network, and the police. These agencies deal with families in crisis, who most often require immediate attention if not direct intervention. They also may provide the victim with important information about the dynamics of domestic violence and, perhaps more importantly, may set the tone for a victim's experience with the system.

Crisis Line Calls and Shelter Services

The Portland Women's Crisis Line, Metro Crisis Intervention,³⁰ and the various shelters in Portland all offer immediate hotline relief to survivors of domestic violence. The crisis lines operate 24 hours a day, seven days a week. Some calls may represent first-time contacts for the victim; others may be repeat calls from women seeking ongoing guidance and support; still others may be from victims who have been threatened or injured yet again by batterers. Depending on their needs, callers receive support and information, or immediate crisis intervention.

Intervention sometimes consists of removing the victim from a dangerous environment to a safe one. Four agencies in the Portland/Multnomah County area provide safe, short-term shelter for a limited number of families leaving violent homes.³¹ Two shelters, Bradley-Angle House and Raphael House, have confidential locations and operate specifically to provide refuge for victims of domestic violence. Two others, West Women's and Children's Shelter and the YWCA, have secured entrances and provide general housing services to women and children including those involved in domestic violence.

Many more people request shelter in Multnomah County than can be accommodated. According to a May 1991 report from a task force on domestic and sexual violence convened by local shelters,³² only one out of every six callers requesting domestic violence shelter actually receives shelter services. Of the five turned away, two are appropriate for referral elsewhere (but apparently do not always receive the services they need elsewhere), two present drug and/or alcohol problems that shelter services are currently unable to address, and one is appropriate and eligible for shelter services, but bedspace is unavailable. The Task Force cautions that these figures are very conservative.

Table I presents the number of people assisted by the crisis lines and shelters and the number of people turned away from shelter in 1990.

TABLE I

DOMESTIC VIOLENCE EMERGENCY SHELTER & CRISIS CALLS 1990					
	Crisis Calls	# Women Requesting Shelter	# Sheltered	# Women Turned Away	% Turned Away
Metro	748	n/a	n/a	n/a	n/a
PWCL	4,976	n/a	n/a	n/a	n/a
Bradley-Angle	4,201	1,577	w = 265 c = 169 t = 424	1,312	83%
Raphael	1,489	1,469	w = 159 c = 185 t = 334	1,310	89%
West	1,218	1,416	w = 162 c = 37 t = 199	1,254 ³³	89%
YWCA	425	not available ³⁴	w = 160 c = 20 t = 180	not available	not avail
TOTAL	13,057	4,462	w = 746 c = 411 t = 1,157	3,876	87%
w = women, c = children, t = total					

The Police

Victims also turn to law enforcement as a first resort in situations of domestic violence. In Multnomah County, four police agencies respond to emergency calls for assistance: the Portland Police Bureau (PPB), the Gresham Police Department, the Troutdale Police Department, and the Multnomah County Sheriff's Office (MCSO). Domestic violence calls to 911 are dispatched through the Bureau of Emergency Communications (BOEC) to the various police agencies. PPB is responsible for calls within the Portland city limits; MCSO handles the unincorporated areas of Multnomah County (Fairview, Wood Village, Mayview Park); the Gresham Police respond to calls within the Gresham city limits; the Troutdale Police likewise patrol the city of Troutdale.

Calls to 911 are coded according to their subject matter. Five codes³⁵ for calls relate to family violence:

1. Family Problem-Disturbance (FA1)
2. Family Problem-Standby (FA2)
3. Family Problem-Child Custody (FA3)
4. Family Problem-Follow-up/Additional Info (FA8)
5. Family Problem-Other (FA9)

Table II presents the number of calls for service each police department received in 1990 in each of the family problem categories.³⁶

TABLE II

REQUESTS FOR POLICE ASSISTANCE -- 1990						
Police Agency	FA1	FA2	FA3	FA8	FA9	TOTAL
Portland (PPB)	10,770	1,208	575	74	271	12,898
MCSO	1,103	112	71	7	31	1,324
Gresham	1,102	154	100	10	24	1,390
Troutdale	----- not available -----					
TOTAL	12,975	1,474	746	91	326	15,612

Calls regarding murder, rape, or sexual assault, when perpetrated by a family member, would not be reflected in these numbers. Such calls are designated under separate crime code titles without indication of the relationship, if any, between the victim and the perpetrator.

DISTRICT ATTORNEY AND COURT RECORDS

The courts provide a secondary source of data on the incidence of domestic violence in Multnomah County. After addressing the immediate crisis, police, shelter staff, and crisis line workers frequently direct victims to the civil court for protective orders and to the District Attorney to press criminal charges against the abuser.

Restraining Orders

Oregon law provides that an adult victim of family abuse (as defined by statute, see page 10) may obtain a restraining order protecting her and her children from the abuser. To request a restraining order, the abuse must have occurred within six months prior to the request. A restraining order can do the following for one year:

1. Order the abuser not to interfere with, bother, or menace the victim and her children;
2. Order the abuser to keep away from the victim's home, school or workplace;
3. Order the abuser to move out of the family home;
4. Award temporary custody and visitation of minor children; and
5. Require a police officer to stand-by while essential personal effects are removed from the home.

In 1990, 2,850 restraining orders were issued in Multnomah County, an average of 238 per month. In August of 1991, 317 restraining orders were issued -- a record high.

There are 2,274 restraining orders currently in effect in Multnomah County.

Criminal Prosecutions

When called to the scene of a domestic disturbance, the police are required by statute to give abuse victims information about emergency services and legal remedies available to them.³⁷ The victim is usually referred to the District Attorney's (DA's) office for information about pressing charges.

Table III lists the number of domestic violence cases the District Attorney's office handled in 1990.

Reviewed cases are the total cases that come to DA attention via police reports, and often reflect situations where a mandatory arrest has occurred.

Issued cases are those cases actually prosecuted by the district attorney's domestic violence unit.

Currently, the DA issues misdemeanors only when the victim wishes to proceed. In felonies and restraining order violations, victim cooperation is also important, but not always necessary for a case to be issued, depending on the crime and the availability of other evidence.

TABLE III

# OF DOMESTIC VIOLENCE CASES HANDLED BY THE DA -- 1990 ³⁸			
Crime Category	# Reviewed	# Issued	% Issued
Felonies	102	86	84%
Misdemeanors	2,851*	441	15%
VROs (violations of restraining orders)	588	325	55%
TOTAL	3,541*	852	24%
*This reflects the total number of police reports referred to the District Attorney's Victim's Assistance Program. For misdemeanors, the case is "reviewed" <i>only</i> when the victim wishes to proceed, and so not all of these cases were actually reviewed by DA staff.			

As this table shows, most of the domestic violence cases that come into the DA's office are misdemeanors. However, the DA *issues* a much lower percentage of misdemeanors than felonies or VROs, largely due to systemic and individual factors which may lead to a victim's reluctance to proceed.

Table IV summarizes the data presented in this section.³⁹

TABLE IV

INCIDENCE OF DOMESTIC VIOLENCE IN MULTNOMAH COUNTY -- 1990	
Indicator	Number
Total Crisis Calls	13,057
Total Sheltered (includes children)	1,157
Total Women Turned Away By Shelters (without YWCA)	3,876
Total Calls to Police (without Troutdale)	15,612
Total Restraining Orders Issued	2,850
Total Police Reports Referred to the DA	3,541

V. THE CURRENT RESPONSE TO DOMESTIC VIOLENCE IN MULTNOMAH COUNTY

This section reviews the current system of response to domestic violence in Multnomah County. The services now available to victims and perpetrators of domestic violence are described briefly, and strengths and weaknesses in the response are identified. Where possible, the number of people served in 1990 by each agency or organization is indicated.

The Appendix to this report provides more detailed information on the role of the various components of the system.

CRISIS LINES AND SHELTERS

Victims access the system most frequently through the **crisis lines**, the **shelters**, and the **police**. On the "front line," the Portland Women's Crisis Line and the shelters (Bradley-Angle House, Raphael House, the YWCA, and the West Women's and Children's Shelter) provide immediate, direct intervention to women and children in domestic violence situations. In general, the services provided by these agencies include crisis counseling, information and referral, safe shelter, support groups, advocacy, limited transportation, children's programs, transitional housing, and public education.

The Portland Women's Crisis Line and the shelters have paid staff members but are largely dependent on volunteers to deliver their services. Volunteers undergo intensive training in peer counseling, domestic violence issues and laws, racism, homophobia, alcohol and drug use, child abuse, suicide, and crisis intervention.

Table V charts the services offered by the crisis line and the shelters as of the Summer of 1991.

TABLE V

DOMESTIC VIOLENCE SHELTER AND CRISIS LINE SERVICES -- 1990					
	PWCL	BRADLEY- ANGLE	RAPHAEL	YWCA	WEST
24-hour crisis counseling	X	X	X	X till 5pm then to PWCL	X
emergency shelter		X	X	X	X
emergency food/ clothing		X	X	X	X
transportation program	X	X	X		X
support groups	X	X	X	X	X
individual counseling			X	X	
peer counseling		X			X
children's program		X	X	playroom only	X
advocacy	X	X	X	X	X
info & referral	X	X	X	X	X
parenting groups/ classes			X		X
public education	X	X	X	X	X
transitional housing		X	X	X	X
safehomes	X				
mother's group		X	X		
employment referral		X	X		
money management			X		
homemaking/ life skills activities			X		X
Adults Molested As Children Group					X
Visitation for non- custodial mothers					X

Table VI presents the shelters' emergency housing capacity.

TABLE VI

DOMESTIC VIOLENCE EMERGENCY SHELTER CAPACITY -- 1990⁴⁰		
Shelter	Number	Length of Stay
Bradley-Angle House	15 (s=30%, p=30%, c=40%)	4 week limit
Raphael House	20 (s=14%, p=31%, c=55%)	4 week limit
YWCA	8 (s=30%, p=30%, c=40%)	4 week limit
West Women's Shelter	8 (s=55%, p=18%, c=27%)	4 week limit
TOTAL	51 Individuals	
(s = single, p = parent, c = children)		

746 women and 411 children received emergency shelter from Bradley-Angle House, Raphael House, the YWCA, and West Women's and Children's Shelter in 1990. See Table I.

The shelters and crisis lines are possibly the most compassionate link between the victims and the rest of the system. They exist primarily to provide safety, support, and assistance to victims and their families. They are the grass-roots support network for battered women and their children, the architects of Oregon's domestic violence laws, and persistent advocates for social change. However, they function under the constant pressure of threatened funding and severely limited shelter space. Their staff and volunteers are among the system's most sympathetic and knowledgeable regarding the dynamics of domestic violence. Yet they are undervalued and underpaid.⁴¹ They are sometimes not treated within the system as professionals, or they are dismissed as overly aggressive. They are criticized for being self-contained and reluctant to channel victims to the courts and police. Their role typically has been to challenge the bureaucracy to provide to victims the individual support and protection that they deserve. As a result, they have been marginalized by the system.

POLICE

Law enforcement agencies provide probably the widest funnel into the system, and routinely encounter the most dangerous and volatile situations associated with domestic violence. **Police officers respond to domestic disturbances more than any other single type of call, and they face a high risk of injury when intervening in these incidents.**⁴² A procedure for police response to domestic violence conflicts has been developed by the Oregon Board on Police Standards and Training (BPST, now the Oregon Board of Public Safety Standards and Training). All peace officers who attend the Police Academy in Monmouth are trained to follow these standards when responding to domestic disturbances, and Multnomah County law enforcement agencies have adopted this response procedure.

In domestic violence situations, police officers are expected to make an assessment at the scene, separate the parties, make an arrest if they have reason to believe that abuse has occurred or a restraining order

has been violated,⁴³ provide information and referrals to victims, and stand by during the removal of personal belongings. The various police agencies, but primarily the Multnomah County Sheriff's Office (MCSO), are also responsible for serving restraining orders.

Oregon's domestic violence laws are some of the nation's most progressive and effective, but *only if* successfully enforced by the police. The existence of a procedure guiding this enforcement is a starting point for law enforcement's recognition that the special nature of the crime of domestic violence merits a directed response. Unfortunately though, individual officer frustration with the dynamics of domestic violence (compounded by repeated calls to the same address, the lack of services available to victims, and the lack of programs for perpetrators) greatly affects the tone of police contact and response. Victim advocates still hear of police officers who try to mediate ("work things out") between the parties rather than make the legislatively mandated arrest. Victims continue to encounter police who sympathize with the batterer and/or blame the victim for "provoking" the violence. While police response to domestic violence calls is supposed to be immediate (see the Appendix), victims sometimes must wait too long for an officer to arrive.

The response and attitude of police greatly impact the victim's experience while addressing the problem through the "proper channels" of the system. Law enforcement's concern for the safety of its officers is legitimate and understandable. So is the fact that the effect of police intervention is routinely undercut by deficiencies in the rest of the system. However, collective police frustration with domestic violence calls and resistance to making mandated arrests remains a problem. This indicates a continued misunderstanding of the cyclical nature and cultural context of domestic violence, and of the myriad of difficulties faced by its victims.

Police agencies in Multnomah County received 15,612 family violence-related calls in 1990.

DISTRICT ATTORNEY AND CRIMINAL COURTS

For victims of domestic violence who turn to the criminal courts for assistance, the office of the **District Attorney (DA)** has a specialized unit consisting of one Deputy District Attorney who prosecutes

domestic violence felonies and restraining order violations.⁴⁴ Domestic violence misdemeanors are specially assigned to District Court Deputy District Attorneys who handle these cases along with the rest of their case load. See Table III. Most domestic violence cases are charged as Assault IV misdemeanors, or restraining order violations. These cases depend heavily on the involvement and cooperation of the victim. The current policy is that the District Attorney will not issue domestic violence misdemeanors without the victim's permission and cooperation.

The DA's office has an adjunct program, the **Victim's Assistance Program**, that provides information, referrals, and support for victims as they enter and progress through the criminal court system.⁴⁵ The victims of domestic violence crimes meet first with a victim's assistant when they go to the DA's office. The advocate reviews with them the police report of the abuse incident, interviews them for additional facts, and explains to them how a criminal case proceeds. Many of these advocates have long-term experience in working with victims of domestic violence; as such they are devoted and well informed. But they have the difficult tasks of interpreting the limitations of the criminal system to an overwhelming number of clients, and encouraging consistent victim participation through a difficult, discouraging, and often frightening process.

By prosecuting batterers, the DA's office plays an important role in delivering the message that domestic violence is criminal behavior. The existence of the domestic violence unit indicates DA recognition of the special nature of such crimes; however, most abusers cannot be charged with felony crimes and therefore do not receive serious sanctions.⁴⁶ Also, until very recently, civil compromise of domestic violence misdemeanors resulted in the dismissal of a large percentage of cases.⁴⁷

The current criminal system, controlled by restricted resources, relies too heavily on the victim's ability to initiate criminal charges and remain involved in the case. This is difficult for victims for many reasons, some of which are common to any criminal case: the victim must be willing to remain in or return to Portland for a court date that is often far in the future; she must also be able to arrange day care and time off work for appointments and court appearances. Other concerns specific to domestic violence cases impede victim involvement in criminal prosecutions: sometimes the parties have reconciled; frequently some kind of relationship between batterer and victim continues because there are children involved; sometimes they have

separated and the abuse has abated; often the victim is simply too frightened to proceed.

The Criminal Courts of Multnomah County provide the forum for the prosecution of domestic violence crimes. Misdemeanor prosecutions are characterized by long delays, even though they comprise most of the domestic violence docket and require the victim's ongoing participation. These cases are heard by District Court judges whose attitudes toward domestic violence vary, resulting in inconsistent sentencing practices for batterers. Currently, the Court is considering whether the judges in the Family Law Department of the Multnomah County Circuit Court should preside over all domestic violence misdemeanor cases. This change would improve scheduling and sentencing problems, but it may not yet be possible due to a lack of District Attorney resources.

In 1990, about 19% of the approximately 238 restraining orders issued each month resulted in a reported violation. 58% of these cases were dropped because the victim did not wish to proceed. In the cases that went to trial, about 88% resulted in a guilty verdict.

THE CIVIL COURTS

The Multnomah County courts also provide services to victims of domestic violence in civil matters, primarily through the **Family Law Department** and the **Family Services Department**. The Family Law Department has four judges who specialize in family law matters. These judges handle all aspects of restraining order cases: issuances, hearings to contest or change the order, and violations.

Civil court protection is most widely accessed by victims through the self-help restraining order process created by the Family Abuse Prevention Act. Restraining order forms are free and are designed to enable a victim to seek immediate relief from abuse without the assistance of an attorney. Each weekday the judges review requests for restraining orders and determine whether the necessary grounds exist to grant them. Once the order has been served and entered into the Law Enforcement Data System, it is enforceable. The alleged abuser is then entitled to request a hearing on any of its terms; by statute this

hearing (often referred to as the "21-day hearing") must be held within three weeks of the request.

The free, self-help process allows many victims to obtain quick relief from the court. Typically, however, the Family Law Department is inundated with restraining order and hearing requests. Victims obtain restraining order petitions from extremely busy clerks, some of whom have no training in domestic violence issues. The 21-day hearings frequently last no more than fifteen minutes, during which time the judge must make important decisions about the abuse, the parties' children, their living situation, and certain property. Often neither party has an attorney present to assist in sorting out the facts or legal issues. Judges are left to hear and dispose of cases as summarily, albeit as thoughtfully, as possible. As a result, the victims and their cases sometimes receive only cursory treatment from the court.

In 1990 the average number of restraining orders signed each month was 238. About 22% of the orders resulted in requests for hearings. Both parties appeared in less than 50% of the hearings. Approximately 75% of the orders were continued or modified at the hearing; another 20% were vacated and 5% were postponed for another hearing.

Professional, licensed social workers in the **Family Services Department** of the Multnomah County Court provide mediation, conciliation, and evaluation services to people who are involved in divorce, custody, and visitation cases. As such, the counselors often come into contact with families experiencing domestic violence. Family Services currently does not have any programs specifically designed for domestic violence cases and does not keep track of how many of its cases involve domestic violence. However, members of the Department are now beginning to explore the propriety of certain services with respect to domestic violence issues.

By local court rule, mediation is mandatory in Multnomah County for litigants who have custody and visitation disputes, unless the dispute comes before the court as a restraining order case. In mediation, a Family Services counselor meets with both parties in a confidential session and attempts to help them resolve their dispute without going

to court. Parties to a restraining order are statutorily exempt from the mandatory mediation requirement, in order to protect abuse victims. The nature of a relationship involving abuse is often such that a victim will not be able to meet and negotiate freely or equally with her partner. She may be afraid to be in the same room with him; she might make undesirable concessions to him because of his past threats or violence; and mediation can too easily become a forum for further acts of intimidation by the batterer.⁴⁸

Family Services also does custody and visitation studies for the purpose of making an evaluation for the court in certain unresolved disputes involving children. Through interviews and observation, the Family Services counselor makes an assessment of the custody/visitation issues in the case and writes a recommendation to the court. Some restraining order cases are referred by the judges to Family Services for such a study. Frequently these studies are a source of frustration, because in restraining order cases there is no mechanism for bringing the issue back to court after the study is completed. The parties generally expect that the evaluation will lead to some resolution of custody or visitation disputes; instead, the studies simply languish in a Family Services file, and generally receive no judicial attention unless one party eventually initiates a divorce or permanent custody suit.

LEGAL ADVOCATES FOR VICTIMS

Obtaining **legal representation** on civil cases is a difficult problem for victims of domestic violence. These cases may include divorce, custody, visitation and support issues, or restraining order hearings. Shelter advocates are sometimes able to provide support and information to victims about the legal process, but none of the shelters has an attorney on its staff. Victims must hire a private attorney to represent them, or be lucky enough to find one for free. The cost of legal representation is prohibitive, and many victims simply cannot afford to pay a lawyer.⁴⁹ Because of the volatile nature, time commitment, and specialization involved in family law matters, there are very few attorneys who offer free representation on domestic relations cases.⁵⁰

The Family Law Center of Multnomah County Legal Aid Service is the only agency that provides free legal assistance to low-income victims of domestic violence. This assistance includes telephone advice, representation in some restraining order cases, assistance when children have been snatched, and representation in divorces, custody and visitation cases. Because of the high demand for its resources,

domestic violence victims must compete with other low-income individuals for Family Law Center representation, except in certain restraining order cases. The Family Law Center attempts to prioritize situations in which it is determined that a victim cannot successfully advocate for herself, risks losing her children to the batterer, when direct abuse of the children is involved, or when a batterer has misused the restraining order process to obtain temporary custody of the children. In most cases, the Family Law Center limits its representation to clients who have minor children. Because of this restricted resource and the absence of free private attorneys, many victims of domestic violence are faced with handling serious and often complicated legal problems by themselves.

In 1990 the Family Law Center opened 648 cases involving abuse.⁵¹

INTERVENTION WITH PERPETRATORS

Multnomah County has no coordinated system-wide intervention in battering behavior. The system provides some limited legal and social programs that are accessed by abusers. In criminal cases, **Public Defenders** from the Metropolitan Public Defender's office are appointed by the courts to represent people charged with domestic violence crimes if they cannot afford to hire an attorney. In civil matters, batterers must hire an attorney or represent themselves.

One social service agency in Portland, **The Men's Resource Center**, emphasizes treatment for men who batter and provides services to men and women experiencing domestic violence. The Men's Resource Center has a 24 week program for men who batter, consisting of anger management groups, couples groups, and men's groups. The Men's Resource Center also has support, education and counseling groups for women who are victims of domestic violence. One of the local shelters, **Raphael House**, also provides services to batterers through a 16 week anger control group and individual counseling.

These programs are significant in their singularity -- they are the only current resource for probation referrals from the criminal courts and for the few batterers who voluntarily opt for treatment. However, existing programs may or may not be effective: they currently do not

track their success or failure; they track only how many people enter and complete treatment. Also, the Committee is concerned that anger-control alone is not an appropriate treatment model and that no protocols are currently employed to incorporate accountability for battering as criminal behavior into local treatment programs.⁵² Unfortunately, there is as well a lack of consensus between batterers' service providers and victim's advocates on these issues.

From July 1, 1990 until July 1, 1991, the Men's Resource Center treated 496 male batterers, 122 female victims, and 30 couples.

CORRECTIONS

Most batterers convicted of domestic violence misdemeanors are placed on probation where they are monitored by Multnomah County Community Corrections' officers. In the recent past, a special Department of Justice Services' **Probation Services Division** program existed for domestic violence misdemeanants on probation. The program included a probation officer who specialized in a domestic violence case load, and provided counseling, high-level supervision, case management, and crisis intervention for the offenders. This program was terminated for budgetary reasons on January 1, 1991; no specialized case management for domestic violence offenders now exists. Probationers no longer receive any specific intervention or increased supervision; compliance with their probation terms is verified by the probation officer approximately every six months.

SUMMARY

Table VII summarizes the local response to the problem of domestic violence in light of the number of people served through the system. Missing information signifies that some organizations do not keep records (Family Services Department, Metropolitan Public Defender's), or cannot currently access records (County Corrections) regarding how many of their cases involve domestic violence.

TABLE VII

THE RESPONSE OF THE SYSTEM TO DOMESTIC VIOLENCE -- 1990	
Number of Family Problem Calls to the Police	15,612
Number of Crisis Calls to Shelters & Hotlines	13,057
Number of Women & Children Receiving Shelter	1,157
Number of Police Reports Referred to the DA	3,541
Number of Cases Issued by the DA	852
Number of Restraining Orders Issued	2,850
Number of Abuse Cases Opened by Family Law Center	648
Number of Batterers Treated by Men's Resource Center	496
Number of Victims Assisted by Men's Resource Center	122

VI. ASSESSMENT OF UNMET NEEDS IN THE CURRENT RESPONSE TO DOMESTIC VIOLENCE

This section of the report details the Family Violence Intervention Steering Committee's assessment and prioritization of unmet needs in the community's current response to domestic violence. Recommendations are presented to guide future decision-making, policy development, and resource allocation.

SYSTEM COORDINATION

This section covers the more general problems the Committee has identified as common to the various components of the system.

UNMET NEEDS:

- ▶ Inadequate coordination among different parts of the system
- ▶ Lack of coordinated, standardized data collection and record-keeping
- ▶ Lack of public awareness/education
- ▶ Inappropriate management attitudes toward domestic violence
- ▶ Inadequate funding of domestic violence programs throughout the system

PRIORITY ISSUES:

1. Lack of Networking or Inadequate System Coordination

A serious lack of coordination exists among various parts of the system. Different parts of the system are not always aware of how the whole system works. One agency may not know what services another agency provides. Groups are at odds over their understandings of the problem

of domestic violence and how to address it. Organizations do not work together to ensure the best, most comprehensive delivery of services to victims; and there is no standardized data collection or record-keeping to assist in assessing the problem and coordinating a response. Also, there is little commitment to domestic violence issues by the public sector; and to a large degree, it has become the responsibility of the private sector (primarily the shelter network) to explain and interpret the system to victims and to provide them with crucial support services.

2. Inadequate Funding of Domestic Violence Programs Throughout the System -- Because awareness of domestic violence has not yet shocked the collective conscience of this community, there is a shameful lack of commitment of financial resources to intervene in and cure the problem. All domestic violence programs throughout the system suffer from inadequate funding. Funds must be raised, appropriated, and maintained in order to stabilize existing resources and implement many of the Committee's recommendations.

3. Lack of Public Education -- A staggering lack of awareness of the problem of domestic violence prevails in this community. While widespread acknowledgement, attention, and resources are given to other social problems, such as child abuse, gang violence, or drug and alcohol abuse, domestic violence receives only perfunctory concern from the public. The persistence of victim-blaming and a collective failure to understand the dynamics and intergenerational effects of domestic violence has affected the community's response to this problem. As a result, batterers are not held accountable for their behavior and community resources are not allocated to stop domestic violence.

4. Inappropriate Management Attitudes Toward Domestic Violence -- The Committee is appalled at the anecdotal evidence that management in some organizations still views the subject of domestic violence lightly or, more deplorably, as a laughing matter. Harassment, injury, or death at the hands of a partner is never funny. Leadership of agencies within the system must set an example and treat domestic violence as the serious problem that it is before training and protocols will be taken seriously at every level.

RECOMMENDATIONS:

- A. Institutionalize, fund, and staff a multi-disciplinary task force with a mandate to coordinate the system's response to domestic violence, and to standardize data-collection and record keeping.**
- B. Coordinate between national, state, and local government for funding for services. Seek continuing funds from the private sector as well.**
- C. Create a multi-disciplinary response team to act as victims' advocates throughout various parts of the system.**
- D. Implement cross-trainings between different organizations, as directed by the task force.**
- E. Develop a regular newsletter/publication to update social service and law enforcement agencies, the courts, and attorneys regarding domestic violence legislation, and local resources and procedures.**
- F. Under the auspices of the task force, design and implement a public awareness campaign using various forms of media.**

SERVICES FOR VICTIMS

The availability of adequate resources for the protection, continuing safety, and ultimate self-sufficiency of the victim and her children is of primary importance to the Committee.

UNMET NEEDS:

Crisis Services:

- ▶ **Inadequate funding for shelters**
- ▶ **Lack of shelter space**
- ▶ **Inadequate services for non-English speaking, hearing impaired, and physically challenged victims**

- ▶ Inadequate availability of transportation
- ▶ Inadequate services for rural and East County residents
- ▶ Inadequate domestic violence training for medical personnel

Non-Crisis Services:

- ▶ Inadequate transitional and affordable housing
- ▶ Lack of legal services
- ▶ Lack of "lay" advocates to assist in extracting a positive response from various systems (police, courts, welfare, Children's Services Division, Housing Authority, medical personnel, etc.)
- ▶ Inadequate affordable and appropriate counseling for women and their children
- ▶ Inadequate resources for any response by Children's Services Division to children at risk from a batterer
- ▶ Inadequate services for women with multiple problems (drug/alcohol abuse, mental health issues, ritual abuse issues, prostitution)
- ▶ Lack of affordable and safe childcare
- ▶ Lack of supervised visitation programs

PRIORITY ISSUES:

1. Inadequate Shelter Funding and Lack of Shelter Space -- The shortage of safe shelter space is of paramount concern in the delivery of services to victims. Victims often remain in violent situations because they have no place else to go. If they leave, they may find themselves homeless as a result.⁵³ Stable funding for the agencies that provide shelter must be found to address this problem. Inadequate funding for shelters is a symptom of the appalling lack of public awareness of and commitment to the problem of domestic violence. More money for the shelters would lead first to the

stabilization of existing services which are constantly threatened by a lack of financial support. Stable funding would also be a prerequisite to the availability of additional shelter space.

RECOMMENDATIONS:

- A. Coordinate between local and state government for funding.**
- B. Implement a program for large corporations to help provide/develop funding for an "adopted" shelter.**
- C. Raise money in the private sector (must be coordinated with public education).**

2. Lack of Legal Services for Victims -- The lack of legal services available to families experiencing domestic violence is a glaring problem in the system. The free services provided by The Family Law Center of Legal Aid do not meet the need for legal representation of low-income victims of domestic violence; and middle-income victims cannot afford the burdensome expense of a private attorney. Frequently, victims become involved with the legal system when they are attempting to separate from an abuser, or when the batterer has been removed from the scene as a result of arrest. At this point the victim needs support, information, and assistance from legal experts. Abusers often utilize the legal system to continue to exercise a pattern of harassment and control over their victims. A victim may find herself involved, either willingly or unwillingly, in a myriad of custody, visitation, support, divorce, separation, or restraining order issues. The presence of sensitive, educated, and informed legal advocates is crucial to help victims deal successfully with these issues.

RECOMMENDATIONS:

- A. Organize and train a group of volunteer attorneys to handle restraining order cases on behalf of the victim.**
- B. Recruit and train retired attorneys and attorneys from the private bar to represent battered women in a variety of civil matters.**

- C. **Recruit and train law students from the Northwestern School of Law (Lewis and Clark) to assist victims with restraining orders.**
- D. **Recruit and train para-professionals (legal assistants, clerks, paralegals) to provide support, information, and assistance to victims.**

3. Lack of Affordable and Transitional Housing -- Transitional housing is an important extension of the intervention provided by emergency shelter. Without it, many families experiencing domestic violence often have the equally poor alternatives of living with the violence or becoming homeless. Because transitional housing is a service currently provided by the shelters, addressing this problem is dependent once again on the existence of increased and stable shelter funding.

RECOMMENDATIONS:

- A. **Make more transitional housing available to victims and their families.**
- B. **Explore resources other than the shelter network for developing additional non-emergency housing.**

INTERVENTION WITH PERPETRATORS

The Committee believes that intervention with domestic violence perpetrators must occur at various levels, involving the police, the courts, corrections, and counseling professionals. A comprehensive intervention strategy must include effective law enforcement, proactive prosecution, consistent judicial response and sentencing, rigorous probation supervision, and appropriate programs for abusers. All interventions must be based on the collective recognition that battering is criminal behavior damaging to the community as well as the victim, that the perpetrator should be held accountable for his actions, and that the safety/protection of the victim is of utmost importance.⁵⁴

UNMET NEEDS:

- ▶ Lack of a comprehensive, policy-driven, coordinated approach to intervention with batterers
- ▶ Lack of standards for judicial response to domestic violence
- ▶ Lack of standards for and shortage of effective, appropriate programs for batterers
- ▶ Lack of accountability to victims and to victim programs
- ▶ Lack of quality research into successful intervention standards
- ▶ Infrequency of jailing batterers
- ▶ Lack of follow-up or evaluation of individuals and programs
- ▶ Lack of culturally adapted, special needs, or multi-lingual programs⁵⁵

PRIORITY ISSUES:

1. Lack of Effective and Appropriate Programs -- Currently in this community there has been no comprehensive, coordinated approach to developing standards for addressing battering behavior. A lack of information persists regarding what treatment programs for the batterer might provide the most successful intervention in domestic violence. This lack of standards for and scarcity of appropriate treatment services for domestic violence perpetrators is one of the fundamental weaknesses in the system's response to the problem. Programs offering treatment to batterers should meet standards developed and approved by a qualified commission or task force and should undergo a certification process. Such standards are necessary to assure that treatments are based on a thorough understanding of domestic violence, and that those who provide intervention with batterers be well-educated and skilled in the most effective strategies and treatments. It is particularly important that programs for abusers avoid all manner of victim blaming, deal with full range of violence perpetrated, and address the societal attitudes of male privilege and control which permit the violence. It is the Committee's hope that the

development and implementation of approved standards for treatment programs will result in a unified and effective approach toward ending domestic violence.

2. Lack of a Policy-Driven Approach to Govern Judicial Response, Sentencing, Probation, and Effective Jail, Bail and Release Strategies - Domestic violence is not yet uniformly viewed as serious criminal behavior or treated as such throughout the system. Intervention with batterers must incorporate the most effective strategies for jailing and holding offenders, sentencing those convicted of crimes, and monitoring post-conviction behavior.

3. Lack of Culturally Adapted, Special Needs, or Multi-Lingual Programs -- Along with the general lack of programs for batterers, there is no adequate intervention with abusers who have special needs such as the indigent, people of color, the physically challenged, and non-English speakers. This problem must be remedied to successfully address domestic violence in a comprehensive manner.

RECOMMENDATIONS:

- A. Create a task force mandated to develop statewide standards and protocols for jailing, bail and release of offenders, sentencing, probation, and programs for perpetrators. Include victims' advocates on the task force.**
- B. Develop standards for intervention programs that include the following basic elements:**
 - 1. A declaration of general principles regarding the nature of domestic violence and the necessary response of treatment providers.**
 - 2. Ethical standards for treatment providers.**
 - 3. Education and training requirements for providers.**
 - 4. Outline of preferred treatment approaches (group vs. individual), plans for victim safety, substance abuse issues, inappropriate treatments, intake evaluations, length of treatment, specific content of treatment programs, accountability to**

victims and victim programs, coordination with court and corrections officials, and discharge criteria.

- C. Develop a state-regulated certification process for batterers' programs, with an emphasis on batterer accountability and public safety.
- D. Design and implement an intervention program for batterers in jail.

LAW ENFORCEMENT

Appropriate police response is essential to delivering quality services to victims of domestic violence.

UNMET NEEDS:

- ▶ Failure to fully comply with mandatory arrest
- ▶ Inadequate education and training of officers and other personnel regarding domestic violence
- ▶ Failure to train officers to gather evidence for a case without witness participation
- ▶ Lack of knowledge regarding other resources available to victims
- ▶ Lack of institutional support for law enforcement from the rest of the system
- ▶ Failure to incorporate appropriate domestic violence intervention into community policing strategies

PRIORITY ISSUES:

1. **Inadequate Education and Training** -- The Committee believes that insufficient education and training is a major source of the deficiencies in the police response to domestic violence. There is inadequate domestic violence training for police officers in Multnomah County jurisdictions. During the eight-week basic training at the Academy, only four hours are devoted to domestic violence, (two hours

to response procedures, two hours to the dynamics of domestic violence.) This is striking given the high volume of domestic disturbance calls to which officers will have to respond during their careers. Recently, shelter advocates gave domestic violence presentations during roll-calls; this cross-training took several years to coordinate and implement.

The police cannot be expected to develop an informed understanding of the dynamics of domestic violence through their experiences in the field. Like many other professionals, police officers bring with them to their jobs the cultural myths and misunderstandings that still surround the problem of domestic violence. It is imperative that these issues be addressed at the education and training level.

2. Full Compliance With Statutorily Mandated Arrest -- While police agencies express frustration with the requirement that they make mandatory arrests, the Committee flatly rejects any return to a time when officers had the discretion to take an abuser into custody. Mandatory arrest is the legislature's acknowledgement that mediation by officers in the field has proven to be an ineffective method of intervening in family violence. Police who are properly trained and educated regarding domestic violence understand that arrest is an appropriate response to criminal behavior and the best way to offer immediate protection to a victim.

3. Lack of Effective Systemic Support as Follow-Up to Police Intervention -- Police express continued frustration over the failure of the rest of the system to adequately address the problem of domestic violence. While law enforcement has legislative mandates directing its response to domestic violence, no other part of the system is so clearly charged to intervene immediately or effectively. Classification of numerous domestic violence crimes as misdemeanors, light sentences for convicted offenders, inadequate treatment programs, and ineffective probation conditions deliver a different message than does mandatory arrest. For batterers, the message is that the system treats domestic violence very seriously only at the point of initial intervention. For police officers, the message is that their efforts are not adequately supported by the rest of the system.

Also, police officers, as the first and sometimes the only agents of intervention, are unable to offer victims a variety of options for seeking relief. Some of this is due to inadequate education of individual officers regarding services for victims. But mostly, there is still a woeful lack of resources to which victims can be directed.

4. Community Policing -- The Portland Police Bureau is currently pursuing a plan to move from traditional "call-driven" response strategies to "Community Policing." The goal of Community Policing is to bring the police and the community together to prevent crime through "Partnership, Problem-Solving, Empowerment, Accountability, Service Orientation, and Project Management and Direction."⁵⁶ The Committee believes strongly that the methods of Community Policing must be compatible with mandatory arrest, and must never result in mediation of domestic violence situations. Also, Community Policing strategies must recognize the complexities of domestic violence, the importance of victim safety, and the imperative for effective intervention through rigorous law enforcement.

RECOMMENDATIONS:

- A. Improve full compliance with mandatory arrest and coordinate standardized response to domestic violence through comprehensive, specialized education and intensive training of all peace officers in Multnomah County jurisdictions.**
- B. Offer and require on-going training and in-service education of professionals who work in other parts of the law enforcement system, including Multnomah County Sheriff's Office deputies and staff.**
- C. Train officers in making a case without the participation of the victim.**
- D. Educate officers about other resources available to victims.**
- E. Explore and implement ways to improve the justice system's response to domestic violence.**
- F. Ensure that Community Policing does not dilute in any way the mandated response of police to domestic violence or in any way compromise victim safety.**

THE CIVIL JUSTICE SYSTEM

The Committee's discussions of unmet needs in the civil justice system have centered around the restraining order process, the availability of legal counsel, mediation, and the education of court personnel.

UNMET NEEDS:

- ▶ Lack of legal representation
- ▶ Absence of advocates to assist in obtaining restraining orders
- ▶ Inadequate education of court personnel regarding domestic violence
- ▶ Inadequate education of the private bar regarding domestic violence
- ▶ Inadequate court time allotted to family abuse cases
- ▶ Failure of the court to address/resolve the conflict between mandated mediation and the exemptions/protections needed in domestic violence cases, with special attention to victim safety

PRIORITY ISSUES:

1. Lack of Legal Representation -- Domestic violence victims who utilize the civil courts may find themselves at a significant disadvantage if they do not have legal representation on their cases. Restraining orders are available through a self-help process, but the legal system is complicated and intimidating to many people. Victims must fill out forms in a small, crowded room, speak with a judge, wait for service of the order, and attend a hearing if requested by the abuser. At the hearing, if a restraining order respondent has a lawyer, but the petitioner does not, she may feel further victimized by the legal process, and her rights may not be fully represented or protected. This can have long-term consequences for the victim *and* for her children. These problems can be compounded in long divorce and custody cases where the availability of legal representation for victims is also crucial.

2. Inadequate Education of Court Personnel, Judges and Attorneys About Domestic Violence -- Vast numbers of domestic violence victims turn to the Multnomah County Civil Court system for protection every day. They are met by busy, overworked court personnel, many of whom have not received any specialized training in domestic violence. The Committee believes that there is a need for judges, attorneys, and court clerks to be educated not only in the law of domestic violence, but also about the dynamics of domestic violence, in order to ensure justice for the victim and to prevent the system from revictimizing her. There is a strong need for victims to encounter legal professionals, in the courts and as their advocates, who will not blame them for the violence, will not blame them for staying with or returning to an abuser, and will not penalize them if they have difficulty advocating for themselves.

3. Failure to Allocate Adequate Court Resources to Domestic Violence Cases -- In theory, hearings to challenge restraining orders are allotted one-half hour of a judge's time. In practice, the judges are often assigned numerous such cases to hear in a much shorter period of time, and the cases must be decided as quickly as possible. Frequently, these cases include complicated issues such as custody and visitation that cannot always be summarily adjudicated.

Also, victims request restraining orders in a very small room that provides little privacy and does not easily accommodate children. This physical environment sets the stage for what will become an impersonal, hurried, and potentially embarrassing process for the victim.

4. Failure of Civil Court To Address Conflict Between Mandated Mediation and the Exemptions/Protections Needed in Domestic Violence Cases -- Oregon's abuse prevention law exempts restraining order cases from the mandatory mediation of custody and visitation issues. In Multnomah County, mediation is required in all other cases where there is a custody or visitation dispute, and the Court relies heavily on mediation services to assist in resolving these disputes. Some judges have expressed continued frustration at their inability to refer parties in a restraining order to mediation. However, it is imperative for the Court to acknowledge that battering is criminal behavior, and that in no other criminal situations is a victim expected to mediate or directly negotiate with the perpetrator on any issue. Some civil court personnel have recently expressed interest in a national test project to mediate in domestic violence cases. The status of local participation in the project is currently uncertain; but the Committee remains confused about how such a project can be implemented given Oregon's statutory scheme precluding mediation.

The Committee is also concerned about the message from the Civil Court on this significant issue.

RECOMMENDATIONS:

- A. Recruit volunteer attorneys, law students and paralegals to assist in all aspects of the restraining order process.**
- B. Convene a judicial conference on domestic violence, with presenters who are professionals in the field, legal and non-legal.**
- C. Develop and implement training for judges, attorneys, and court personnel on a broad range of domestic violence issues.**
- D. Provide a larger, more private physical environment for the application of restraining orders.**
- E. Resolve conflict between mandated and exempted mediation, with specific attention to victim safety.**

THE CRIMINAL JUSTICE SYSTEM

UNMET NEEDS:

- ▶ Inadequate training and knowledge of domestic violence
- ▶ Re-evaluation of criteria for issuing domestic violence cases
- ▶ Lack of alternative, appropriate sentencing models
- ▶ Lack of appropriate treatment programs for offenders
- ▶ Inadequate DA resources
- ▶ Lack of sentencing guidelines and consistent sanctions for domestic violence misdemeanors
- ▶ Lack of coordination between prosecutors, courts and corrections

PRIORITY ISSUES:

- 1. Inadequate Training and Knowledge of Domestic Violence --** As in other parts of the system, there is a need for comprehensive training of criminal court personnel regarding domestic violence. Currently, advocates in the Victim's Assistance Program and the domestic violence unit District Attorney are trained and experienced in family violence issues. The DA's office is about to implement training of all new attorneys on domestic violence. Criminal court judges need to be trained as well, and kept informed on a timely basis of changes in domestic violence laws and local procedures.
- 2. Inadequate Resources for a More Effective Prosecutorial Approach to Domestic Violence --** Currently, the system makes victims overly responsible for the successful prosecution of domestic violence cases. Several cities in the West, including Seattle, San Francisco, and Denver, now issue cases regardless of the victim's permission or cooperation. These cities have deferred sentencing models as well, whereby an offender is given the option of pleading guilty and forgoing trial, while sentencing is deferred for a defined period. During that time, if the abuser complies with certain conditions⁵⁷ and does not reoffend, the conviction is erased from his record. Local implementation of these models would be a progressive step, but this is not yet possible in Multnomah County because of the scarcity of both attorney and Victim's Assistance resources in the DA's Office. Furthermore, the lack of effective treatment programs available for batterers makes the deferred sentencing option less acceptable to the Committee and victims' advocates.
- 3. Lack of Sentencing Guidelines and Consistent Sanctions --** As yet, there are no standard sentencing guidelines for domestic violence misdemeanors, and abusers have received different sentences depending on the judge who hears their cases. Inconsistent sanctions and light penalties do not deter the batterer from his criminal behavior. The system must view this behavior seriously and hold abusers accountable for it. In the future, the Family Law Department judges may be handling all the domestic violence misdemeanor cases and developing sentencing guidelines. As yet, this depends on DA resources. The Committee endorses this idea and believes it would result in improvements in the consistency and nature of sanctions for convicted abusers.
- 4. Lack of Coordination Between Prosecutors, Courts, and Corrections --** There is a strong need for those who prosecute batterers, those who convict and sentence batterers, and those who

monitor batterers' post-conviction behavior to communicate and cooperate. The Committee is concerned that currently when batterers who violate their probation are brought before a judge, the district attorney assigned to this procedure appears with very little information about the case, because the DA file has been sent away to archives. This has resulted in a lack of system coordination to share information that would result in more consistent sanctions for probation violators.

RECOMMENDATIONS:

- A. Develop and implement training for all criminal court attorneys and judges on a broad range of domestic violence issues, including victimization and self-defense.**
- B. Develop criteria for issuing domestic violence cases regardless of the victim's cooperation. Provide funding for the DA to prosecute additional cases. Implement deferred sentencing models, but only if acceptable treatment programs for batterers are available.**
- C. Develop recommendations for sentencing guidelines in domestic violence cases, including "tourniquet sentencing" where the offender is sanctioned more heavily with every court appearance.**
- D. Improve system for managing and sharing information, so that DAs are properly informed about cases prior to probation violation hearings.**

CORRECTIONS

The Committee deplores the abandonment of the Probation Services Division's domestic violence program as a giant step backward in the system's response to this problem. The elimination of the program means that domestic violence offenders are treated as any other offender, even though battering is distinctive as a crime with a very high probability of repeat offenses. The Committee views the current lack of a specialized program for domestic violence probationers as the greatest unmet need in the area of Corrections.

State and county corrections programs are currently undergoing reorganization. All parole and probation programs in the state will

soon be participating in the Oregon Case Management System (OCMS). This classification system will result in minimum or limited supervision services for domestic violence misdemeanants, even though batterers are some of the most dangerous offenders with a great risk of recidivism. Under OCMS, domestic violence misdemeanants will likely receive no face-to-face supervision, and probation officers will have little ability to monitor the abuser's contact with the victim or compliance with probation conditions. The Committee is concerned that prior domestic violence misdemeanor arrests and convictions are not considered risk factors and are not incorporated into the OCMS classification system. This means that the new parole and probation case management system will not take into account that the population of batterers is at high risk to re-offend.

RECOMMENDATIONS:

- A. Develop a specialized case management program for domestic violence offenders.**
- B. Short of (A) above, all Corrections staff should receive specialized education and training in domestic violence. With the demise of the domestic violence program, case loads involving domestic violence offenders will be spread among parole and probation officers, most of whom have never had any specific training on the issue. Education and training of all officers is necessary to ensure victim protection and to prevent repeat offenses.**
- C. Develop criteria for releasing batterers from programs and from jail. Prioritize domestic violence in release decisions.**
- D. Probation officers must assist in enforcing any "no contact" orders (bail release orders, judgment orders) through vigilant supervision of the offender and consistent contact with the victim. Violators of such orders should be quickly brought before the judge for additional sanctions.**
- E. Improve information management system, so that DA and Corrections can share information.**

CONCLUSION

Domestic violence is a serious social problem in Multnomah County. It cannot be solved solely by the individuals who experience it. It is the responsibility of this community and its institutions -- the courts, police, social and legal services, and corrections -- to develop and implement appropriate, humane, and effective methods for successful systemic intervention in domestic violence. The time has come for resources and energy to be allocated to accomplish this task.

ENDNOTES

1 This October 1990 report is available from The National Council of Juvenile and Family Court Judges, P.O. Box 8970, Reno, Nevada 89507.

2 The Oregonian, March 23, 1991, pp. A1 and A17.

3 The Oregonian, July 4, 1991, pp. C1 and C8.

4 The Oregonian, August 9, 1991, pp. E1 and E14.

5 Between January 1, 1989 and December 31, 1990, nine women were killed in Multnomah County by their partners or former partners. Additionally during this time period, one perpetrator was killed by police who were responding to a domestic violence call, one abuser killed himself and two children, one abuser was killed by his partner's step-son, and one was killed by his own son. *Multnomah County District Attorney's Victim's Assistance Program*.

In fiscal year 1990, 33 women were killed by their current or former partner in the Tri-County area. *"Family Violence -- Data Report," United Way, March, 1991, p. 13.*

6 See, for example, Walker, Lenore, The Battered Woman, 1979, pp. x-xi. See also "Stop Family Violence Now - Steps Toward a Community Free of Family Violence," Human Services Roundtable of Seattle, Washington, September 19, 1990, p. 10.

7 "Violence Against Women - A Global Problem," presentation by C. Everett Koop, M.D., Surgeon General, U.S. Public Health Service, May 22, 1989, pp. 3-4.

8 Federal Bureau of Investigation statistics, as reported in "Ms," Sept/Oct 1990.

9 Koop, supra, 1989, p. 3. According to Koop, "these injuries [include] bruises, concussions, broken noses, teeth, ribs and limbs, throat injuries, lacerations and stab wounds, burns, and bites. The injuries are caused by being struck by fists and blunt objects, kicks, strangulations, being thrown down stairs and more."

10 Kay Sohl, Homeless Children and Youth in Oregon: Barriers to School Participation 6, Executive Summary, Oregon Shelter Network, North Bend, OR (1988); see also Division of Policy Studies, U.S. Dept. of Housing and Urban Development, Report on the 1988 National Survey of Shelters for the Homeless 14 (Mar. 1988), reporting that 50 percent of all homeless women and children in this country are fleeing domestic violence. Cited in U.S. Senate Judiciary Committee hearings on S. 2754, The Violence Against Women Act of 1990.

11 See U.S. Dept. of Justice, "Report to the Nation on Crime and Justice: The Data," Washington D.C: Government Printing Office, 1983; Sonkin, D., Martin, D., and Walker, L., The Male Batterer: A Treatment Approach, 1985; and Brown, A., When Battered Women Kill, 1987.

12 A New York Times article, written by Sylvia Porter and cited by the Georgia Network Against Domestic Violence newsletter, Vol. 1, February, 1989, states that absenteeism from work due to domestic violence costs American businesses \$3-5 billion annually. See also: Bureau of Justice Statistics, "Criminal Victimization in the United States, 1987," NCJ-115524, June 1989. See also "Family Violence -- Data Report," United Way of the Columbia-Willamette, March 1991, p. 14.

13 Walker, supra, pp. 28, 35, 38, 251ff.

14 Abuse Prevention Act, Oregon Revised Statutes, Chapter 107, Section 700 through 730 (ORS 107.700 - 107.730).

15 ORS 107.705.

16 The Steering Committee acknowledges that various definitions of domestic and family violence exist, and that these terms may be defined for different purposes. These distinctions may be significant when interpreting data and statistics about family violence. Where pertinent, this report identifies any inconsistencies between the data provided and the definition set forth in the text.

17 Sometimes abusers harass and threaten their partners by destroying property, personal belongings, or pets. Damage to property or pets may or may not violate criminal laws in any given situation, (or entitle a victim to a restraining order), but can nevertheless be extremely threatening and part of a systematic pattern of abuse and control.

18 Multnomah County District Attorney's Office, Victim's Assistance Program.

19 Oregon Revised Statutes mandate a police officer to make an arrest at the scene when she/he has "probable cause to believe that an assault has occurred between spouses, former spouses or adult persons related by blood or marriage or persons of opposite sex residing together or who formerly resided together, or to believe that one such person has placed the other in fear of imminent serious physical injury." ORS 133.055(2).

Until the 1991 Oregon legislative session, an alarming number of incidents occurred in which the victim was arrested as well as the batterer, if it appeared at all that the victim had struck back. ORS 133.055(2) has now been amended to clarify that officers are not required to arrest both people. The officer must now attempt to determine the "assailant or potential assailant" by considering factors such as the comparative extent of the parties' injuries, the seriousness of any threats that were made, the history of domestic violence between the couple, the possibility that an act was committed in self defense, and the potential for future assaults.

20 ORS 133.055(3) provides for the content of this card.

21 Abuse victims who are concerned about the abuser's early release can call the Multnomah County Detention Center and request that he be held as long as possible. This usually means he will be kept in jail until his arraignment the next morning, where he is officially charged with a crime if the victim is pressing charges.

When an abuser is released on his own recognizance, (i.e., he has not posted bail and promises to show up for arraignment), the jail staff attempt first to contact the victim to see how she feels about his early release. If the victim is opposed or cannot be reached, the release on "recog" is generally denied.

22 Several types of visitation can be awarded in a restraining order, including every-other weekend, once a week, or supervised. Also, no visitation may be ordered. In Multnomah County, the judges interview restraining order petitioners who are requesting custody of their children. As a result, restraining order visitation seeks to take into account information provided by the petitioner regarding the ages of the children, violence of the abuser, and other factors such as the abuser's drug or alcohol use.

23 ORS 133.310(3) mandates arrest when a restraining order has been violated. A true copy of the order and proof of service on the abuser must be filed with the sheriff's office before an arrest can be made under this statute. It takes \$500 to post bail after arrest on a restraining order violation.

24 Many domestic violence crimes are charged as Assault in the Fourth Degree (Assault IV), a Class A misdemeanor. ORS 163.160 defines Assault IV as follows:

"(1) A person commits the crime of assault in the fourth degree if the person:

(a) Intentionally, knowingly or recklessly causes physical injury to another; or

(b) With criminal negligence causes physical injury to another by means of a deadly weapon.

25 The retainers of most private attorneys in domestic relations matters can range from \$750 to \$2,500. Limited representation on a restraining order case would most likely cost a minimum of several hundred dollars. Even St. Andrew Legal Clinic, an inexpensive public interest law firm, charges on a sliding fee scale from \$40 to \$140 per hour.

26 Sometimes in restraining order hearings, when the parties give conflicting information about each other's parenting abilities, the judges refer the case to the court's Family Services Department for a custody study. In a custody study, a professional counselor meets separately with the parties, sometimes conducts interviews with various witnesses, usually meets the children, and issues a written recommendation to the court regarding custody and/or visitation.

27 An estimated 3-4 million women in the United States are battered and assaulted each year by their husbands or partners. Each year, one million women nationally are sufficiently injured to seek medical assistance at emergency rooms for injuries sustained through battering, Koop, *supra*, p. 1.

28 ORS 107.700, *et seq.*

29 A recurrent and significant problem in examining family violence is the serious lack of reliable and consistent data available for study, both locally and state-wide. Different organizations keep records regarding family violence differently. Some do not keep records at all. This problem exists in the courts, in law enforcement, and in the service delivery system.

The 1991 legislature has just amended ORS 181.550 to require law enforcement agencies to report statistics on domestic disturbance incidents (as defined by ORS 133.055(2) and 133.310 (3)), and to prepare quarterly and annual reports on these statistics. This new legislation is an important step toward standardizing and gathering data; however, it addresses uniform record keeping in the law enforcement arena only.

30 Metro Crisis Intervention is the 24-hour general crisis hotline for the Portland metropolitan area. Metro Crisis responds to a wide variety of calls, including some regarding domestic violence.

31 There is also one shelter in Clackamas County and one shelter in Washington County, bringing the total domestic violence shelters to six in the tri-county area. Additionally, there are several shelters for homeless women and/or families. Domestic violence may very well be a presenting problem among the women in these shelters as there is a strong correlation between family violence and homelessness. See endnote 10. Since the homeless shelters do not have as their primary goal the protection of women and children fleeing domestic violence, they are not examined or discussed in this report.

32 "Proposal for Services to Homeless Domestic and Sexual Violence Victims and Their Children," The Task Force on Domestic and Sexual Violence, May 1991, p. 13.

This task force consists of the Bradley-Angle House, the Council for Prostitution Alternatives, Raphael House, the West Women's and Children's Shelter, and the YWCA.

33 This figure was obtained by doubling the number of turnaways at the West Shelter from June through December of 1990 (627 total). Reliable data are not available prior to June of 1990 when the West changed its tracking methods to a more accurate system for reporting statistics. From August 1990 through July 1991, the West turned away 1,144 women requesting domestic violence shelter.

34 The YWCA does not keep records of the number of women leaving domestic violence situations who request but do not receive shelter. Therefore it is not possible to tally the total number of callers who request shelter.

35 Definitions of these codes are as follows:

FA1 - Family Problems-Disturbance indicates that a disturbance is being created by the members of a family during an argument or other dispute.

FA2 - Family Problems-Standby indicates that a family member has requested police standby while he/she obtains necessary property or clothing from a particular location. Police presence is generally requested to prevent injury, harm, damage or disturbance by another family member.

FA3 - Family Problems-Child Custody indicates that the legal custodian of a child needs police assistance in regaining physical custody of the child.

FA8 - Family Problems-F//A indicates that the call is a follow-up to a prior emergency or provides additional information regarding a prior emergency.

FA9 - Family Problems-Other is used for any calls that don't readily pertain to the other four codes.

36 It is important to note that these numbers are not scientific. They are neither comprehensive nor inclusive, and they may include non-relevant calls. It cannot be assumed that the caller is the victim. The caller could be another family member or a neighbor concerned about a domestic problem. The calls are coded by the 911 operators as they come in. The codes are not changed, even if investigation reveals that the situation is not as it originally appeared. (For example, the domestic disturbance, as reported by a neighbor, turns out to be a child screaming because of a dog bite.) Conversely, it is possible that calls involving domestic violence could be coded into crime categories other than the "family problems" codes, such as "burglary," "disturbance," "fights," etc., if the caller does not identify the problem as family related.

These statistics are presented because **they are the only standardized data available** that indicate the large numbers of domestic incidents to which police must respond.

For this report, an attempt was made to gather data from each police agency regarding the incidence of reported domestic assaults in 1990. The Multnomah County Sheriff's Office was the only agency able to provide this information. None of the other jurisdictions were able to supply accurate assault data distinguishing a family relationship between the perpetrator and victim. The Oregon legislature passed a bill this year requiring law enforcement agencies to report statistics on incidents arising out of domestic disturbances, and requiring the Executive Department to prepare

reports on these statistics. See endnote 29. This new legislation will become effective in July of 1993 after the state crime reporting system is redesigned.

37 ORS 133.055(3).

38 Felonies include crimes such as Rape, Assault I, II, and III, Sexual Assault, Burglary, Attempted Murder, and Murder, etc. Misdemeanors can include such crimes as Assault IV, Menacing, Harassment or Reckless Endangerment. Restraining order violations occur when a restraining order respondent commits an act prohibited by a restraining order.

39 The Committee recognizes that there are more potential indicators of the incidence of domestic violence in Multnomah County. Not all victims turn to the police, the courts or shelters for assistance. Some go to friends or family members. Some seek refuge in hotel rooms. If anything, the data here may document the experience of low-income victims who are more likely to utilize the free services available. Hospital emergency rooms, doctors, dentists and counseling professionals could also be important sources of information about the incidence of domestic violence. Due to its limited scope, this report does not explore and document those potential sources.

40 This information was taken from "Proposal for Services to Homeless Domestic and Sexual Violence Victims and Their Children," The Task Force on Domestic and Sexual Violence, May 1991, Chart 1, p. 11.

41 For example, annual salaries at Bradley-Angle House range from \$10,986 for a 75% Administrator position to \$20,000 for the Director's full-time position. At the Portland Women's Crisis Line, the Executive Director earns \$20,217; the full-time Safehome/Direct Service Worker earns \$14,560.

42 Domestic disturbance calls account for over 50% of the police calls in most urban areas. 22% of all police officers deaths and 40% of injuries occur while intervening in family disturbances. Oregon Board on Police Standards and Training's (now the Oregon Board on Public Safety Standards and Training) "Lesson Plan Outline and Presentation Page" and "Domestic Conflict Management Workbook and Resource Manual." These materials are used in the domestic violence training session required of all police officers trained at the Oregon State Police Academy in Monmouth, Oregon,

43 Arrest is mandatory pursuant to ORS 133.055(2), (see endnote 19), or pursuant to ORS 107.310(3) when the police officer has probable cause to believe that a restraining order has been violated.

44 The Deputy DA from the domestic violence unit reports that the District Attorney's office appears on all criminal cases generated by the Family Abuse Prevention Act. These would include mandatory arrest cases and restraining order violations.

45 Advocates in the Victim's Assistance Program attempt to contact every victim for whom a police report has been filed, to discuss pressing charges against the batterer. It is then up to the victim to decide whether to proceed with a case.

46 Domestic violence crimes are charged as felonies whenever they possibly can be, according to the Office of the District Attorney. However, most domestic violence crimes are charged as misdemeanors because that is how the acts committed are classified under the current statutory scheme.

47 Prior to the 1991 legislative session, a domestic violence crime charged as a misdemeanor could be civilly compromised, permitting defendants to avoid criminal penalties by making certain concessions to the victim. House Bill 3051 amended ORS 135.703 to prevent civil compromises in family abuse cases charged as Assault III or IV, Menacing, Recklessly Endangering, or Harassment. This legislation resulted from prevailing concerns that domestic violence be treated as criminal behavior and prosecuted accordingly. The Family Violence Intervention Steering Committee and the Oregon Coalition Against Domestic and Sexual Violence were co-sponsors of the legislation.

48 Mediation is growing in popularity as a way to resolve a variety of legal issues, including those involved in divorce and custody cases. Successful mediation diminishes the conflictual nature of the legal process and does not take up valuable court time. Currently, there is much debate both nationally and locally regarding whether mediation is appropriate in domestic violence cases. Judges, counseling professionals, and some attorneys believe that mediation might be a helpful form of dispute resolution for couples involved in domestic violence. Many advocates for battered women strongly disagree. The National Center on Women and Family Law (NCOWFL) has a Project on Battered Women and Mediation to study this issue. The NCOWFL has produced several publications including, "A Mediator's Guide to Domestic Abuse,"

1989, and "Mediation - A Guide for Advocates and Attorneys Representing Battered Women," 1990. These are available from the NCOWFL, 799 Broadway, New York, New York, 10003.

49 See endnote 25, *supra*.

50 The Volunteer Lawyer's Project helps arrange for free attorneys to represent low income people in Multnomah County. Cases are placed with members of the private bar on a volunteer (pro-bono) basis. However, the Volunteer Lawyer's Project has an extremely difficult time placing any domestic relations cases. For this reason, the Project is a very limited resource for victims of domestic violence.

51 This figure reflects cases involving child physical and sexual abuse as well as domestic violence. The Family Law Center does not keep separate figures on these different types of abuse.

52 Anger-control as a treatment model focuses on containing or redirecting feelings of anger. It may help a batterer restrain his impulses and examine his feelings, but it fails to address the culturally-bound attitudes that permit men to use violence as a means of control over women. Batterers need to change the assumption that the use of violence in a personal relationship is ever appropriate. Also, there is no clinical proof that anger-control is effective in treating or preventing violent behavior. More and better programs for batterers are needed, but those programs must effectively address the fact that battering is criminal behavior and stress batterer accountability for this behavior.

The Men's Resource Center employs a variety of treatment interventions in its program. These include: anger-control, re-socialization, stress management, accountability, contact/coordination with the victim-partner, conflict resolution, and individuation.

53 "Proposal for Services to Homeless Domestic and Sexual Violence Victims and Their Children," The Task Force on Domestic and Sexual Violence, May 1991, p. 4.

54 See "Stop Family Violence Now - Steps Toward a Community Free of Family Violence," adopted by the Human Services Roundtable, Seattle, Washington, September 19, 1990; in particular: Appendix B, "(Draft) Standards for Domestic Violence Perpetrator Counselor and Treatment Programs."

55 Some members of the Committee believe that an additional unmet need is the lack of housing available to abusive men who need to leave home, but the Committee did not reach consensus on this issue. Other members believe strongly that no resources should currently be directed to housing for abusers unless such housing is a lock-up facility that will contribute to victim safety. Abusers can presently access the various shelters available to the homeless in this community, or stay with friends or in hotels. In this way, their situation is not unlike that faced by victims who need to leave home, but victims have the additional safety concerns to take into account. Despite the lack of consensus about housing for abusers, there is agreement among the Committee members that this is not a priority issue and that there is a more desperate need to provide housing for victims.

56 See, "Community Policing Transition Plan." Portland Police Bureau, January 1990. In the Partnership stage, police intend to develop liaisons with the community, City Council, other Bureaus, service agencies and the criminal justice system. The purpose of Empowerment is to develop an organizational structure to reflect community values and facilitate citizen and officer empowerment. The goal of Problem-Solving is "to enhance community liveability through use of proactive, problem-solving approaches for reduction of incidence and fear of crime." Accountability will involve fostering "mutual accountability for public safety resources and strategies among Bureau management and employees, the community and the City Council." The goal of Service Orientation is to develop a customer orientation in services to citizens and Bureau members. The intent of Project Management and Direction is to develop a process to manage the community policing transition.

57 Deferred sentencing conditions may include a fine (to support victim's services), restitution to the victim, abuser's treatment and re-education, and in some cases alcohol and drug treatment. Failure to comply with the conditions would result in immediate sentencing.

APPENDIX

THE CURRENT RESPONSE TO DOMESTIC VIOLENCE IN MULTNOMAH COUNTY

A Detailed Description of the System

This appendix details the current response to domestic violence in Multnomah County. The following social, law enforcement, and justice components of the service delivery system available to victims and perpetrators of domestic violence are identified and described: the shelter and crisis service network, treatment for abusers, police agencies, the district attorney, the public defender, legal aid, the courts, and corrections. Where possible, a description of the domestic violence training of staff members by each agency or organization is provided.

THE SHELTER AND CRISIS SERVICE NETWORK

The Portland Women's Crisis Line and the shelters (Bradley-Angle House, Raphael House, the YWCA, and West Women's and Children's Shelter) provide immediate, direct intervention to women and their children in domestic violence situations.

The Portland Women's Crisis Line (PWCL) has a 24-hour hotline for victims of domestic and sexual violence, responding to calls related to rape and sex abuse as well as domestic violence. The PWCL provides crisis counseling, information and referral, transportation of the victim and her family from danger to safety, safehomes, support groups, and advocacy. The hotline is answered mostly by volunteers who undergo a lengthy training session taught by the PWCL staff. The PWCL makes a twice-daily count of the bedspace available in the domestic violence shelters of the tri-county area.

Bradley-Angle House, Raphael House, the YWCA, and the West Women's and Children's Shelter all provide immediate crisis intervention and direct services to victims of domestic violence and their children. **Bradley-Angle House** has emergency safe shelter, support groups for battered women, peer counseling for women not sheltered, an in-shelter children's program, a support group for children whose mothers attend support group, a transitional program

which houses nine single women for an average of one year (though women can stay longer) and gives case management and advocacy to another 35 women, advocacy with legal and social service agencies, information and referral, community education, and training. Bradley-Angle House staff and volunteers are trained in peer counseling, cycle of domestic violence, laws and legal procedure, racism, homophobia, alcohol and drug use, children and domestic violence, sexual assault, child sexual abuse, prostitution, and crisis intervention.

Raphael House provides confidential emergency shelter, emergency food, clothing and transportation, telephone counseling and referral, individual and group counseling, advocacy, a children's program, a mothers' group, public education and speaking, low-cost transitional housing, information and referral, employment referral, money management, home-making and family life activities, life skills activities, parenting groups, and a men's anger control program. Raphael House relies on volunteers who undergo a 30-hour training session consisting of class time, required readings, and on-the-job experience.

The YWCA provides emergency shelter, crisis counseling, information and referral, advocacy, ongoing individual and group counseling, and a playroom for children. The YWCA has volunteers who receive 18 hours of training in anti-racism, homophobia, domestic violence, homelessness, suicide, ritual abuse, drug/alcohol use, and mental-health issues.

West Women's and Children's Shelter provides emergency shelter, emergency food and clothing, a children's program, parenting and life skills classes, outreach assisting women to transition into the community, case management, information and referral, 24-hour crisis information and support, public education, advocacy, transportation, peer support groups, in-house AMAC (Adults Molested as Children) group, and supervised visitation for noncustodial mothers. Its volunteers are trained in peer counseling, the cycle of violence, legal issues, racism, homophobia, sexual assault, child sexual abuse, children and domestic violence, prostitution, crisis intervention, AIDS, and alcohol/drug use.

TREATMENT FOR PERPETRATORS

There are very few programs for batterers in Multnomah County. Only one agency in Portland, **The Men's Resource Center**, emphasizes treatment for men who batter. The Men's Resource Center has a 24

week program for men who batter. This program consists of anger management groups, couples groups, and men's groups. The anger management counseling focuses on stopping all forms of violence. The couples group, only for men who have completed the anger management group and their partners, focuses on healing each partner and the relationship while maintaining non-violence and accountability for the violence. The goal of the men's group is to maintain non-violence and to explore general therapy issues such as grief, victim recovery, self-esteem, emotional expression, and self care. The Men's Resource Center also has support, education, and counseling groups for women who are victims of domestic violence. Staff members at the Men's Resource Center all have at least Master's degrees. All staff hired within the last five years have specific experience working with domestic violence issues.

Raphael House also has a 16 week anger control group and individual counseling for men who batter.

LAW ENFORCEMENT

Law enforcement's response to domestic violence occurs through the various police agencies, as dispatched through the Bureau of Emergency Communications (BOEC, see text, page 20). Through 911, the BOEC receives and assigns domestic violence calls according to a priority system. Domestic disturbance calls where the suspect is still at the scene and restraining order violations where violence has occurred are "Priority 2" calls. "Priority 3" calls include domestic disturbances where the suspect is no longer present, restraining order violations where the respondent is present (but violence has not yet occurred), and police stand-bys during a move-out. The priority of a call determines which police units are dispatched, but all Priority 2 and 3 calls are supposed to receive immediate police response.

Police officers in all Multnomah County jurisdictions are trained to respond to domestic violence calls according to procedures set forth by the Board on Police Standards and Training (BPST, now the Board of Public Safety Standards and Training). This response is as follows:

1. For Domestic Disturbance calls

- a. 2 cars will be dispatched;
- b. officers will separate the parties;
- c. officers will interview each separate from the other;

- d. officers will arrest according to ORS 133.055 (mandatory arrest, see endnote 19 to text).
- e. officers will take all other reasonable means to prevent abuse, e.g. will provide information on rights, resources, etc.

2. For Restraining Order Violations

- a. officer verifies that restraining order is entered into the Law Enforcement Data System (LEDS)¹;
- b. officer will arrest if respondent (abuser) is present;
- c. officer will refer complainant (victim) to the District Attorney's office if abuser is not "readily available."

3. For Move-Outs

- a. officer will standby for 20 minutes while person removes "essential personal effects;"
- b. officer will terminate stand-by and document incident if resident is uncooperative in allowing entry;
- c. officer will restrain resident who becomes unruly during move-out.

In addition to responding to domestic violence calls, the Multnomah County Sheriff's Office (MCSO) is also primarily responsible for serving restraining orders. After service, the order is entered into LEDS by the MCSO Records office. Portland, Gresham, and Troutdale police can also serve restraining orders if they are called to the scene of a domestic disturbance where the abuser is present and a service copy of the order is reasonably available.

THE MULTNOMAH COUNTY DISTRICT ATTORNEY'S OFFICE

The office of the District Attorney and its adjunct program, the Victim's Assistance Program, provide services to victims of domestic violence who want to press charges against the batterer.

The District Attorney (DA) has a domestic violence unit that handles domestic violence crimes. These incidents can be charged as felonies, misdemeanors, or restraining order violations. Restraining order violations and domestic violence crimes charged as felonies such as Assault I, II and III, Burglary, Kidnapping, Sexual Assault, Homicide

or Attempted Homicide are handled by the Deputy District Attorney who is the head of the domestic violence unit. Misdemeanors are prosecuted by District Court Deputy DAs, with the assistance of the domestic violence unit attorney.

There are approximately 12 to 15 District Court Deputy DAs who handle domestic violence misdemeanors as well as other types of cases. The misdemeanors are usually charged as Assault IV, Harassment, Reckless Endangerment and Menacing. These cases depend on the involvement and cooperation of the victim.

The DA's office has an adjunct program that provides advocates for people who want to press charges against the abuser. Advocates in the **Victim's Assistance Program** supply information, referrals, and support for victims as they enter and progress through the legal system. The victims of domestic violence crimes meet first with a victim's assistant when they go to the DA's office. The advocate reviews with them the police report of the abuse incident, interviews them for additional facts, and explains to them how a criminal case proceeds.

A case such as an Assault IV would proceed as follows: If the abuser is arrested, he must be arraigned the next court day. A batterer who is arrested can sometimes get out of jail before arraignment if he posts bail or is released on his own recognizance (see endnote 21 to text). At the arraignment, the abuser is charged with a crime. Public Defenders (PDs) are usually present and are assigned to represent a defendant if he cannot afford to hire an attorney. The defendant enters a plea; if it is "guilty," he is sentenced immediately. If it is "not guilty," a trial date is set. This date is usually approximately 60 days away, although routine postponements generally lead to delays of several months. The defendant is most often then released (on bail or his own recognizance), pending trial. Sometimes a defendant is released to the supervision of County Corrections programs such as Close Street Supervision or Pre-Trial Release Supervision. These programs keep track of the defendant and his activities.

An abuser who is convicted of a misdemeanor at trial is usually not given any jail time. A first offense conviction may result in a fine of up to \$400, an order to perform community service, one to two years of probation, a "no contact" order restricting the batterer's contact with the victim, an order to obey all laws, and sometimes an order to pay attorney fees. Depending on the judge, a batterer can also sometimes be ordered to participate in anger control or alcohol and drug abuse counseling.

Restraining order violation cases proceed somewhat differently. A batterer is more likely to stay in jail on a restraining order violation, depending on the seriousness of the circumstances. Abusers who have violated restraining orders are arraigned the next court day after arrest, by 2:00 p.m. A hearing on the violation is set for approximately three weeks from the arraignment. At the hearing, if the abuser is found to have violated the restraining order (and therefore is in contempt of court), he could be sentenced to serve some jail time. Once again, whether a case goes to hearing depends largely on the involvement of the victim. Many cases are dismissed before they ever reach a hearing due to victim/witness problems.

Abusers who are arrested and charged with a felony go through a slightly different process. The defendant remains in custody until he is arraigned on a Grand Jury indictment, which is within five court days of the arrest. The victim is subpoenaed to testify before the Grand Jury. If the jury believes that there is enough evidence, an indictment is returned, the defendant is charged, and a trial date is set, usually two to four months away. Depending on the crime, sometimes the abuser remains in jail until the trial. The DA will proceed on felony cases without victim cooperation if there is enough evidence to make a case without the victim as witness. Felony convictions usually result in prison sentences.

Victim's advocates in the Victim's Assistance Program are educated and trained on the job in domestic violence and other victimization issues. The attorney assigned to the domestic violence unit is trained by the advocate and by the Deputy DA preceding him or her in that position.

THE COURTS

The Multnomah County Court provides services to families experiencing domestic violence, primarily through the Family Law Department and the Family Services Department. **The Family Law Department** consists of four judges and their staff who specialize in family law matters. Also, four clerks (not on the judge's staff) provide administrative support in family law cases. All restraining order matters are handled by the four family law judges. The family law clerks are responsible for providing restraining order forms to victims who request them. These forms are free and are designed to enable a victim to seek immediate relief from abuse without assistance from an attorney.

Once a victim fills out a request for a restraining order, the judges review the forms and determine whether the necessary grounds exist to grant the order. If the victim has children and is requesting temporary custody, the judge interviews her in the courtroom. If a request does not involve children, the judge reviews only the written forms. If the restraining order is granted, it must next be served on the abuser in order to be enforceable. The Multnomah County Sheriff's Office, the police, or a private party can serve the restraining order.

The person to be restrained in a restraining order is the respondent. After being served with a restraining order, the respondent has 30 days to request a hearing on any of the relief granted by the order (see text, page 22). The hearing must be held within 21 days of the respondent's request. The family law judges preside at these hearings. The hearings usually last one-half hour or less. Either or both parties may have an attorney and/or witnesses present. At the hearing the judge can dismiss the restraining order, continue it as is, or change any part of the relief granted. In many cases the primary issue at the hearing is who will have custody and visitation of the children. When there is a significant dispute between the parties over custody or visitation, the judges sometimes refer those cases to the Family Services Department for a study.

The family law clerks who are responsible for providing restraining order forms to victims have no special training in domestic violence issues. They are trained on-the-job after a brief orientation by a supervisor. Judges in the Family Law Department have specialized knowledge of domestic relations statutes and case law. A few of the judges have attended non-legal trainings regarding the dynamics of domestic violence as well. One of the judges is new to the domestic relations bench and is being trained by his fellow judges.

The Family Services Department of the Multnomah County Court, through its services to people involved in family law matters, also serves families experiencing domestic violence. Family Services provides mediation, conciliation, and evaluation services to people who are involved in divorce, custody, and visitation cases. In Multnomah County, mediation is mandatory for people who have custody and visitation disputes, unless the dispute comes before the court as a case under the Family Abuse Prevention Act (restraining order cases).

In mediation, a Family Services counselor meets with both parties and attempts to resolve the dispute without going to court. Parties to a restraining order are statutorily exempt from the mandatory mediation

requirement. However, Family Services counselors do provide mediation services to couples involved in domestic violence when those couples are referred to them through a divorce, custody, or visitation case. Often the counselors have no way of knowing ahead of time if domestic violence is a factor in these cases.

Family Services also does custody and visitation studies for the purpose of making a recommendation to the court in unresolved custody and visitation disputes. Some restraining order cases are referred by the judges to Family Services for such a study. In completing the study, the Family Services counselor interviews each party separately, sometimes interviews the children depending on their ages, observes each party with the children, and may interview other people (family members, teachers, doctors, neighbors) who can provide valuable information about the family. A written recommendation is then issued to the court based on the counselor's evaluation of the case.

The Family Services counselors all have Master's degrees in Social Work. Social work education includes information on the dynamics of domestic violence. In addition, counselors attend ongoing trainings on domestic violence and its ramifications in various areas of their work.

LEGAL ADVOCACY FOR VICTIMS

Victims of domestic violence who have sufficient money can hire a private attorney to represent them in family law matters where abuse is involved. The Portland Women's Crisis Line makes referrals to lawyers who have been screened for their knowledge of and sensitivity to domestic violence issues.

Many victims do not have the financial resources to hire an attorney. Frequently in these cases they handle the matter themselves and/or they contact Legal Aid for assistance. **The Family Law Center of Multnomah County Legal Aid Service** is a non-profit agency that provides free legal assistance to low-income people in various family law matters. The Family Law Center offers the following services to victims of domestic violence: telephone advice, representation in certain restraining order matters, assistance when children have been snatched, and representation in divorces, custody and visitation cases. Because of the high demand for its resources, the Family Law Center has a first-come, first-serve appointment system that is often extremely frustrating for people with emergent legal problems. Family Law Center attorneys and paralegals try to provide interim relief to people by giving advice over the telephone. Many domestic violence victims

are served in this way. Others are assisted when they obtain an appointment and become clients on divorces, custody, or other matters. The Family Law Center, unfortunately, cannot always provide attorneys for people in restraining order cases. People calling in abusive situations are referred to the courthouse for restraining orders. Sometimes, a Family Law Center attorney will represent a domestic violence victim in a restraining order hearing (21-day hearing). Cases such as these are accepted immediately as exceptions to the normal appointment procedures and are screened for acceptance on a case-by-case basis. Usually, the Family Law Center attempts to provide an attorney for a restraining order hearing when it is determined that a victim cannot successfully advocate for herself, risks losing her children to the batterer, when direct abuse of the children is involved, or when a batterer has misused the restraining order process to obtain temporary custody of the children. Availability of attorneys for restraining order hearings depends on Family Law Center staffing levels and case loads.

The Family Law Center has three full-time attorneys, three full-time paralegals, two receptionists and two secretaries. Family Law Center case handlers have knowledge of current laws related to domestic violence, and attend ongoing trainings or workshops whenever possible. In the past several years, speakers from the Portland Women's Crisis Line and the Oregon Coalition Against Domestic and Sexual Violence have made presentations to Family Law Center Staff. One paralegal was formerly a staff member at the Portland Women's Crisis Line.

MULTNOMAH COUNTY CORRECTIONS SERVICES

The County delivers services to victims and perpetrators of domestic violence through its Corrections programs. There used to be a special **Probation Services Division Project** for domestic violence offenders on probation. Most of the probationers involved in this program had been convicted of Assault IV. The program included a probation officer who specialized in a domestic violence case load, and provided counseling, high-level supervision, case management, and crisis intervention for the offenders. This program was terminated on January 1, 1991 for budgetary reasons; no specialized case management for domestic violence offenders now exists.

Probation Services probation officers complete Board of Public Safety Standards and Training certification requirements, a Bachelor's degree, and Probation Services training. At this time there is no mandatory specialized training in domestic violence for probation officers, and a

new training plan is being developed. Domestic violence training is a priority training item, however, and will be specifically included in the new training plan.

Women's Transition Services is a County Corrections Services program for female offenders on probation or parole. Many of the offenders involved in this program are victims of domestic violence. There are no special services provided through this program to domestic violence victims. However, case managers are aware of family abuse issues, and work with probationers to identify and/or resolve domestic violence problems.

Women's Transition staff have Bachelor's degrees and domestic violence training. Three staff members previously worked in domestic violence shelters. Women's Transition Services does not keep records of the number of its probationers who are involved in violent family situations.

-
1. Pursuant to ORS 107.720 restraining orders must be entered into the Law Enforcement Data System (LEDS) after service in order to be enforceable. An entry into LEDS demonstrates to law enforcement agencies the existence and legitimacy of a restraining order, thus requiring arrest if the order is violated.

Meeting Date: December 5, 1991

Agenda No.: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of Local 88 1991-92 Contract

AGENDA REVIEW/
BOARD BRIEFING December 3 REGULAR MEETING December 5
(date) (date)

DEPARTMENT Office of the Chair DIVISION Labor Relations

CONTACT Kenneth Upton TELEPHONE 248-5135 X2168

PERSON(S) MAKING PRESENTATION Kenneth Upton

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):

Ratification of contract which was approved by Local 88 membership in February. (Delay in County ratification is due to a representation question re: parole and probation officers.)

*Sent signed Original (8ea) Signature Pages to Ellen
on 12-9-91.*

(If space is inadequate, please use other side)

SIGNATURES:

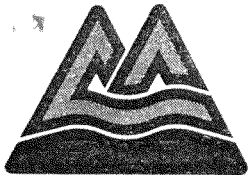
ELECTED OFFICIAL Gladys McCarty

Or

DEPARTMENT MANAGER Kenneth Upton

(All accompanying documents must have required signatures)

CLERK OF
COUNTY COMMISSIONERS
1991 NOV 23 AM 10:49
MULTI-NOMIN COUNTY
OREGON



MULTNOMAH COUNTY OREGON

Agenda Review
12-3-91
R-4
Handout #1

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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

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


PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Kenneth Upton, Labor Relations Manager 

DATE: November 29, 1991

SUBJECT: Ratification of Local 88 Agreement

You will receive by separate cover a copy of the full Local 88 contract for ratification during the week of December 2 through 6, 1991. The bulk of this contract was ratified by the Union in February and has already been discussed with the Board. It essentially incorporates a one-year wage freeze for FY 91-92. Other changes are technically substantial in nature but have already been agreed to in amendment form, namely the amendment during the life of the 1988-91 Agreement which implemented the "Pay Equity" plan for Multnomah County and the employee-related particulars of our decision to directly govern the Multnomah County Library.

There is one new portion of the contract which will be of Board interest. Addendum "L" governing Probation and Parole Officers was the cause of delay in ratification of this contract. Although there is still outstanding litigation involving Probation and Parole Officers, the resolution of a key particular allowed finalization of this contract. Addendum "L" provides:

- Wage freeze for Probation and Parole Officers for FY 91-92.
- Extension of Police and Fire Pension benefits on a prospective basis as of the execution of this agreement to the approximately 22 County Probation Officers who were employed prior to the transfer of approximately one hundred officers under Option 1 of the Community Corrections Act.
- Agreement to the interim policies and procedures, including work rules, which were issues by the Department of Community Corrections during the period in which a question of representation existed for Probation and Parol Officers.

Board of County Commissioners
November 29, 1992
Page 2

- Implementation of a flexible working schedule for Probation and Parole Officers. The schedule established by each Officer must meet job demands and be approved by the supervisor. Most working hour provisions of the contract are waived for such schedules as long as they are within the forty (40) hour per week limit. Seventh day "double time" for such employees is available only if they have already worked forty-eight hours during the work week.
- Litigation between the parties is resolved.

I trust the above summary is helpful. I will be available to answer any further questions at the Tuesday, December 3 Informal.

1653F/KU/1b

c: Robert Jackson
Susan Kaeser
Mgt. Bargaining Team (Local 88)

File: Local 88 Bargaining
Local 88 Bargaining - Probation and Parole

1991 - 1992
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
MULTNOMAH COUNTY EMPLOYEES
UNION LOCAL 88
AFSCME, AFL-CIO

Labor Relations Section
1120 SW Fifth, Suite 1400
Portland, Oregon 97204-1976

TABLE OF CONTENTS

	PAGE
ARTICLE 1 PREAMBLE	1
ARTICLE 2 DEFINITIONS	2
Part-time employee	2
Full time employee	2
Permanent employee	2
Temporary employee	2
Probationary employee	2
ARTICLE 3 RECOGNITION	4
ARTICLE 4 MANAGEMENT RIGHTS	7
ARTICLE 5 UNION SECURITY AND CHECK OFF	8
ARTICLE 6 NO STRIKE CLAUSE	12
ARTICLE 7 HOLIDAYS	14
1. Holidays	14
2. Holiday Observance	15
3. Holiday Pay	17
4. Holiday During Leave	17
ARTICLE 8 VACATION LEAVE	18
1. Accrual	18
2. Charging of Vacation	19
3. Leave of Absence Without Pay	19
4. Compensation for Unused Time	19
5. Payment in the Event of Death	19
6. Choice of Vacation	19
ARTICLE 9 SICK LEAVE	21
1. Definition and Allowable Use	21
2. Accrual	21
3. High Sick Leave Utilization	22
a. Identification	22
b. Supervisory/Division Manager Action	23
c. Incentive Conversion	23

	PAGE
ARTICLE 9	SICK LEAVE (Cont'd)
4.	Leave of Absence 24
5.	Reporting of Sick Leave 24
6.	Use of Sick Leave During Leave 24
7.	Parental Sick Leave 25
8.	Disability Insurance 25
9.	Other Sick Leave Provisions 25
ARTICLE 10	OTHER LEAVES 26
1.	Leave of Absence 26
2.	Judicial Leave 27
3.	Voting Time 27
4.	Union Business 27
5.	Military Leave 28
6.	Bereavement Leave 28
7.	Personnel Examinations/Interviews 29
8.	Inclement Weather Policy 30
ARTICLE 11	HEALTH AND WELFARE 31
1.	Medical-Hospital 31
2.	Dental Plan 31
3.	Eligible Employees 32
4.	Part-time Employees 32
5.	Retirees 33
6.	Life Insurance 33
7.	Successor Insurance Plans 34
8.	New Benefits under the Term of the 1988-1991 Agreement 34
9.	Defense and Indemnification 34
10.	Unemployment Insurance 35
11.	Emergency Treatment 35
12.	Social Security 35
13.	Health and Welfare Labor/ Management Committee 35
14.	Return to Work Assistance 36
ARTICLE 12	WORKERS' COMPENSATION AND SUPPLEMENTAL BENEFITS 38
ARTICLE 13	GENERAL WORK PROVISIONS 43
1.	Normal Work Day 43
2.	Work Week 43

	PAGE
ARTICLE 13	GENERAL WORK PROVISIONS (Cont'd)
3.	Work Schedules 43
4.	Rest Periods 44
5.	Meal Periods 44
6.	Clean-up Time 45
7.	Flextime 45
8.	Uniform Time Charging Provisions 46
ARTICLE 14	COMPENSATION 48
1.	Wages 48
2.	Hours Worked for Pay Purposes 48
3.	Pay Periods 48
4.	Reporting Time 48
5.	Call-Out Pay 49
6.	Overtime 49
7.	Shift Differential 52
8.	Relief Shift 53
9.	Promotional Increase 53
10.	Working in a Higher Classification 53
11.	Auto Allowance and Compensation 54
12.	Deferred Compensation Plan 54
13.	Payments in Error and Payments in Violation of Contracts 54
14.	On-Call Pay 56
15.	Red-Circled Employees 56
ARTICLE 15	ANNIVERSARY STEP INCREASES 57
ARTICLE 16	PENSIONS 58
1.	PERS Membership 58
2.	Sick Leave Application to Final Average Salary (PERS) 58
3.	PERS Pick-Up 58
4.	In-Lieu-of Retirement 58
ARTICLE 17	DISCIPLINARY ACTION 60
ARTICLE 18	SETTLEMENT OF DISPUTES 62
1.	Grievance Procedure 62
2.	Stewards and the Processing of Grievances 65

		PAGE
ARTICLE 19	CONTRACT WORK	67
ARTICLE 20	PRODUCTIVITY, TRAINING, AND PERFORMANCE EVALUATION	69
	1. Objectives	69
	2. Responsibilities of the Parties	69
	3. Standards	69
	4. Employee Development and Training	70
	5. Employee Rotation Plans	72
	6. Performance Evaluation	73
ARTICLE 21	SENIORITY AND LAYOFF	74
	1. Definitions	74
	2. Seniority	75
	3. Layoff Rules	78
	4. Layoff List/Demotion in Lieu of Layoff	81
	5. Reappointment	83
	6. Seniority Application	84
ARTICLE 22	SHIFT AND WORK ASSIGNMENT	86
	1. Vacancy	86
	2. Shift/Work Assignment	86
	3. Transfers	89
	4. Trial Periods	89
ARTICLE 23	GENERAL PERSONNEL PROCEDURES	91
	1. Personnel Rules	91
	2. Reclassification	91
	3. Wage Rates for New Classifications	92
	4. Permanent Arbitrator	96
	5. Consolidation, Merger, Acquisition of Positions	97
	6. Personnel Records and Information	97
ARTICLE 24	GENERAL PROVISIONS	99
	1. No Discrimination	99
	2. No Harassment	100
	3. Bulletin Boards	100
	4. Visits by Union Representatives	100

		PAGE
ARTICLE 24	GENERAL PROVISIONS (Cont'd)	
	5. Rules	101
	6. Changes in Existing Conditions	102
	7. Employee Relations Committee Meetings	103
	8. Contract Negotiations	104
	9. Uniforms and Protective Clothing	104
	10. Loss of Personal Property	105
ARTICLE 25	SAVINGS CLAUSE AND FUNDING	106
	1. Savings Clause	106
	2. Funding	106
ARTICLE 26	ENTIRE AGREEMENT	108
ARTICLE 27	TERMINATION	110
	SIGNATURE PAGE	111
ADDENDUM A	CLASSIFICATIONS INCLUDED IN THE BARGAINING UNIT	112
ADDENDUM B	PAYROLL DEDUCTION FORM	118
ADDENDUM C	<u>PEOPLE</u> FORM	119
ADDENDUM D	LEADWORKER ASSIGNMENT AND PAY	120
ADDENDUM E	PREMIUM PAY AND OTHER SPECIAL PROVISIONS	122
ADDENDUM F	EMERGENCY CONDITIONS PROVISIONS (ENVIRONMENTAL SERVICES)	129
ADDENDUM G	AUTO ALLOWANCE AND COMPENSATION	131
ADDENDUM H	PROJECT SAVE – MEMORANDUM OF AGREEMENT	135
ADDENDUM I	WAGES, HOURS AND WORKING CONDITIONS OF TRANSFERRED LIBRARY ASSOCIATION OF PORTLAND EMPLOYEES	
	Article 1, Preamble	136
	Article 2, Definitions	136
	Article 3, Recognition	137

	PAGE
ADDENDUM I WAGES, HOURS AND WORKING CONDITIONS OF TRANSFERRED LIBRARY ASSOCIATION OF PORTLAND EMPLOYEES (Continued)	
Article 4, Management Rights	140
Article 5, Union Security and Check Off	140
Article 6, No Strike Clause	140
Article 7, Holidays	140
Article 8, Vacation Leave	141
Article 9, Sick Leave	141
Article 10, Other Leaves	141
Article 11, Health and Welfare	142
Article 12, Workers' Compensation	142
Article 13, General Work Provisions	142
Article 14, Compensation	143
Article 15, Anniversary Step Increases	144
Article 16, Pensions	144
Article 17, Disciplinary Action	147
Article 18, Settlement of Disputes	147
Article 19, Contract Work	147
Article 20, Productivity Training and Performance Evaluation	148
Article 21, Seniority and Layoff	148
Article 22, Shift and Work Assignments	149
Article 23, General Personnel Procedures	149
Article 24, General Provisions	150

	PAGE
ADDENDUM I	WAGES, HOURS AND WORKING CONDITIONS OF TRANSFERRED LIBRARY ASSOCIATION OF PORTLAND EMPLOYEES (Continued)
	Article 25, Savings Clause and Funding 152
	Article 26, Entire Agreement 152
	Article 27, Termination 152
	Addendum A, Classifications Included in the Bargaining Unit 152
	Addendum B, Dues Deduction Authorization 152
	Addendum C, People Deduction Authorization 152
	Addendum D, Leadworker Assignment and Pay 153
	Addendum E, Premium Pay and Other Special Provisions 153
	Addendum F, Emergency Conditions Provisions (Environmental Services) 153
	Addendum G, Auto Allowance and Compensation 153
	Addendum H, Project Save - Memorandum of Agreement 153
ADDENDUM J	TRANSITION OF OUTSTANDING CONTRACT ADMINISTRATION AND RELATED ISSUES 154
ADDENDUM K	REFERENCES TO DEPARTMENTS IN THIS AGREEMENT 156
ADDENDUM L	PROBATION AND PAROLE OFFICERS, DEPARTMENT OF COMMUNITY CORRECTIONS 158

A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

and

MULTNOMAH COUNTY EMPLOYEES UNION

LOCAL 88, AFSCME, AFL-CIO

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and Local 88, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment consistent with the County's and Union's mutual objective of providing ever-improved services to the public of Multnomah County.

Except as otherwise required by law, regulation, or grant provisions, the parties agree as follows:

ARTICLE 2DEFINITIONS

Part-time employee. An employee regularly scheduled to work forty (40) hours or more per pay period, but less than full time.

Full time employee. An employee regularly scheduled to work thirty-two (32) or more hours per week if on an eight (8) hour per day schedule; or an employee regularly scheduled to work thirty (30) or more hours per week if on a ten (10) hour per day schedule.

Permanent employee. An employee who following an examination process is appointed from a list of eligibles certified by the Employee Services Division to fill a budgeted position; provided that a permanent employee shall retain such status upon temporary or permanent transfer, promotion, or demotion.

Temporary employee. Any non-permanent employee.

Probationary employee. A permanent employee serving a six (6) month period of trial service to determine his or her suitability for continued employment, such period to begin on the date of his or her appointment

from a list certified by the Employee Services Division. Effective upon execution of this agreement, part-time employees will serve a one year probationary period. Part-time employees hired prior to that date shall serve a probationary period in accordance with the prior settlement agreement between the parties. During the period of probation, the employee may be dismissed without recourse to the grievance procedure if in the opinion of the employee's supervisor his or her continued service would not be in the best interest of the County.

ARTICLE 2. DEFINITIONS

ARTICLE 3
RECOGNITION

1. The County recognizes Local 88, AFSCME, hereinafter referred to as the "Union", as the sole and exclusive bargaining representative for the purpose of establishing salaries, wages, hours, fringe benefits, and working conditions for all employees in the County classified service as set forth in MCC 3.10 except those specifically excluded below. This unit shall be referred to as the "General Employees Unit". County employees who are excluded from the bargaining unit are:

a. Temporary employees except as provided in paragraph 2. below. Temporary employees may be hired to fill budgeted bargaining unit positions that are permanent vacancies for a period not to exceed 60 days, unless a recruiting job announcement has been issued or unless mutually agreed by the County and Local 88 to extend.

b. Employees regularly scheduled to work less than forty (40) hours per pay period.

c. Employees certified to another bargaining unit.

d. Supervisory, confidential, and professional employees as mutually determined by the

parties. In the event of disagreement as to the status of newly created or modified classifications or positions, or positions or classifications in potential dispute as stated in the bargaining process, determination of status shall be in accordance with unit clarification procedures as provided by Oregon law. The list of existing classifications or positions in potential dispute cited in the bargaining process may not be added to during the term of the contract. Furthermore, the Union in no way acknowledges that the listed positions or classifications are exempted. Hereinafter, professional employees shall be defined as all professional consultants, independent auditors, and their assigned staff, medical professionals such as doctors, dentists and medical specialists, attorneys, professional engineers and all other unclassified exempt professional personnel retained by the County to provide specific expertise to the County.

A list of positions will be provided by the County.

e. Elected officials and their directly appointed staff.

2. The County shall, on a monthly basis, provide the Union a "Notice of Hiring" for the temporary employees retained setting forth the job title, rate of

ARTICLE 3. RECOGNITION

pay, organization, and duration of employment and such other relevant information as may be reasonably obtained from the County's personnel data base.

3. The President of Local 88, or his or her constitutional successor, shall provide the County with written certification of the current Union officers and staff responsible for contract administration.

4. The County Chair and Multnomah County Sheriff will provide to the President and/or Business Agent of Local 88 written certification of current designees responsible for Local 88 contract administration.

ARTICLE 4
MANAGEMENT RIGHTS

The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the departments, determining the levels of service and methods of operation and the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, the exclusive right to determine staffing, work schedules and assign work and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement or general law, are not subject to the grievance procedure.

ARTICLE 5UNION SECURITY AND CHECK OFF

1. Employees shall have the right to self-organize, to form, join or assist labor organizations or to refrain therefrom, to bargain collectively through representatives of their own choosing, and there shall be no discrimination exercised against any employee covered by this Agreement because of his or her membership or Union activities.

2. The County agrees to deduct each pay period from the pay of employees covered by this Agreement as applicable:

a. 0.4615 of the current monthly Union membership dues of those Union members who individually request such deductions in writing on the form attached hereto as Addendum B.

b. Deductions shall cease the pay period following permanent appointment to a position which is excluded from the bargaining unit, upon written request of the employee.

c. A monthly service fee from any non-probationary member of the bargaining unit who has not joined the Union within thirty (30) days after completion

of initial probationary status. This service fee shall be segregated by the Union and used on a pro rata basis solely to defray the cost of its services in negotiating and administering this contract.

3. The amount of monthly service fee shall be set at the amount of dues generally deducted, less any present or future service or benefit not enjoyed by non-Union members of the bargaining unit.

4. The County agrees to furnish the Union by the 10th of each month a listing of all new bargaining unit employees hired during the previous month and of all employees who terminated during the previous month. Such listing shall contain the names of the employees, along with their job classification, work location, and home address.

5. The Union expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay the in-lieu-of-dues payment to a non-religious charity mutually agreed upon by the employee making such payment and the Union, or in lieu thereof, the employee shall request that such in-lieu-of-dues payment

be not deducted and shall make such payment to a charity as heretofore stated and shall furnish written proof to the Union and the County, when requested, that this has been done.

6. In-lieu-of-dues payment (service fee) shall be segregated from regular Union dues for accounting purposes.

7. Funds derived from in-lieu-of-dues payment (service fee) shall not be expended for political purposes by Local 88.

8. The Union agrees to provide a system so that any employee who objects to the expenditure of a portion of the in-lieu-of-dues payment (service fee) for ideological reasons can request and receive a rebate of such payment. Such system shall be in accordance with the International Constitution of the American Federation of State, County and Municipal Employees, AFL-CIO, in effect at the time of the execution of this Agreement.

9. Deduction of membership dues must be authorized in writing on the form attached hereto as Addendum B. The amount to be deducted shall be certified in writing to the County by the Union President. The aggregate of all deductions shall be remitted, together

with an itemized statement, to the Treasurer of the Union at an address certified to the County in writing by the Union President, within five (5) working days after it is withheld or by such time as the parties mutually agree in writing.

10. The Union agrees that it will indemnify, defend and hold the County harmless from all suits, actions, proceedings or claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement, or any combination thereof, arising out of application of this Article. In the event any decision is rendered by the highest court having jurisdiction that this Article is invalid and/or that reimbursement of the service fee (fair share) must be made to employees affected, the Union shall be solely responsible for such reimbursement.

ARTICLE 6NO STRIKE CLAUSE

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or at any location where County services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Union will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross a picket line:

a. when directed to perform work which does not properly fall within the scope and jurisdiction of this Local Union; or

b. when the employee has attempted to cross the picket line, contacted the supervisor requesting assistance in passage through the picket line and such assistance was not provided.

Any employee engaging in any activity in violation of this Article shall be subject to disciplinary action, including discharge, by the County without application of the grievance procedure of this Agreement, unless "a." or "b." above is applicable.

There will be no lockout of employees in the unit by the County as a consequence of any dispute arising during the life and duration of this Agreement.

c. Nothing in this Article shall be construed to prohibit informational picketing. Such informational picketing shall not stop and/or disrupt work of County employees and officials at any time, and picketing shall be prohibited in Multnomah County Board Rooms/Meetings, Multnomah County Justice Center and County offices.

Employees engaged in informational picketing shall be subject to work rules of the County organization to which they are assigned.

ARTICLE 7HOLIDAYS1. Holidays.

a. The following days shall be recognized and observed as paid holidays for permanent employees (subject to "b." below):

- Any day the President of the United States, and/or the Governor of Oregon, declares a holiday for all employees employed in the public sector.
- New Year's Day (January 1st)
- Dr. Rev. Martin Luther King Jr.'s Birthday (3rd Monday in January)
- Washington's Birthday (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans' Day (November 11th)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th)
- Four (4) hours on either Christmas Eve or New Year's Eve at the discretion of the employee with the consent of employee's supervisor; provided that if the supervisor determines that holiday usage on either date is impracticable, the employee shall be credited with four (4) hours of Personal Holiday.
- 2 Personal Holidays
Personal holidays may be used at the discretion of the employee with the consent of his or her employer; provided, however, an employee must be employed for at least three (3) months before the first personal holiday may be used and must be employed for at least nine (9) months before the second personal holiday may be used. Personal Holiday time will be charged in accordance with the uniform time charging provisions of Article 13. In all cases, Personal Holidays must be taken by the end of each fiscal year (June 30th).

b. Permanent Part-time Employees:

Part-time employees shall be entitled to leave on observed holidays in increments of one (1) regular shift of the employee; provided, however, that the amount of the leave shall not exceed the fraction of a full-time position which is normally worked by the employee, e.g., a half-time employee shall have no more than four (4) hours of holiday leave. If the length of the employee's shift on the observed holiday would exceed the fraction of a shift to which the employee is entitled, and the County operation to which the employee is assigned is closed for business on that date, the difference between the holiday leave granted and the length of the normal shift shall be charged against accrued and available vacation leave or leave without pay at the employee's option.

2. Holiday Observance.

a. Five Day Work Week:

(1) If the holiday falls on an employee's first scheduled day off, the preceding work day will be observed as that employee's holiday.

(2) If the holiday falls on an employee's second scheduled day off, the following day will be observed as that employee's holiday.

b. Four Day Work Week:

(1) If a holiday falls on an employee's first or second scheduled day off, the preceding work day will be observed as that employee's holiday.

(2) If a holiday falls on an employee's third scheduled day off, the following work day will be observed as that employee's holiday.

c. Part-time employees:

(1) If the holiday falls on Saturday, it shall be observed on the preceding Friday.

(2) If the holiday falls on Sunday, it shall be observed on the following Monday.

(3) In all other instances, the holiday designed in "1.a." of this Article shall be observed on the designated date.

d. Four (4) hours on either Christmas Eve or New Year's Eve for full-time permanent employees and part-time employees who have accumulated holiday time: If the employee works other than day shift, holiday time to be taken preceding or following the scheduled time off for Christmas or New Year's holiday at employee's discretion

with supervisor's consent; provided that if the supervisor determines that holiday usage on either date is impracticable, the employee shall be credited with four (4) hours of Personal Holiday.

3. Holiday Pay.

a. A permanent employee required to work on an observed holiday will be compensated at one-and-one-half (1-1/2) times his or her regular rate of pay for the hours worked during the observed holiday. The employee will also be granted an additional day which the employee may elect to accumulate as an additional Personal Holiday subject to the provisions of Section 1 above, or be paid at the employee's regular rate of pay. The election must be submitted by the employee in writing to his or her immediate supervisor on the forms so provided.

b. To be eligible for holiday pay, permanent employees must be in pay status both on the day before and on the day after the observed holiday worked.

4. Holiday During Leave.

Should an employee be on authorized leave with pay when an observed holiday occurs, such holiday shall not be charged against such leave.

ARTICLE 8
VACATION LEAVE

1. Accrual.

Each permanent employee is entitled and shall earn annual vacation leave credit from the first full pay period of permanent employment. However, employees are not entitled to any leave with pay until they have been employed for a period of six (6) calendar months. Vacation credits shall be earned in accordance with the following schedule which credits will be shown on the employee's check stub (years and weeks cited are for general guidance only):

- a. Less than Five Years - Two Weeks Per Year Less than 10,440 straight time hours of continuous service, .0385 hours per straight time hour worked, cumulative to 200 hours. After six (6) calendar months, an employee shall be entitled to use accumulated vacation.
- b. Five Years but less than Ten Years - Three Weeks Per Year 10,440 straight time hours, but less than 20,880 straight time hours of continuous service, .0577 hours per straight time hours worked, cumulative to 240 hours; and shall be entitled to use accumulated vacation.
- c. Ten Years but less than Fifteen Years - Four Weeks Per Year 20,880 straight time hours, but less than 31,320 straight time hours, of continuous service, .0769 hours per straight time hours worked, cumulative to 320 hours; and shall be entitled to use accumulated vacation.

- d. Fifteen Years or More - Five Weeks Per Year 31,320 or more straight time hours, of continuous service, .0961 hours per straight time hour worked, cumulative to 400 hours; and shall be entitled to use accumulated vacation.

2. Vacation leave shall be charged in increments in accordance with the uniform time charging provisions of Article 13.

3. Vacation leave shall not accrue during a leave of absence without pay which duration exceeds thirty (30) calendar days.

4. After 1,040 hours of County service, unused earned vacation time shall be paid to the employee at his or her regular rate of pay at the time of separation from service.

5. Regardless of length of County service, in the event of death of an employee, unused earned vacation time shall be paid to the employee's heirs at his or her regular rate of pay. Such payment will be paid directly to an employee's beneficiary as designated on employee's Life Insurance enrollment card.

6. Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the County and requirement for vacation relief, employees shall have the right to determine vacation times, but in any case vacation times

20

shall be selected on the basis of seniority; however, each employee will be permitted to exercise the right of seniority only once for no more than two (2) periods of consecutive days in each calendar year.

ARTICLE 9SICK LEAVE1. Definition and Allowable Use.

Sick leave is a leave of absence with pay which may be used by employees in the event of the following non-occupational conditions involving themselves or members of their immediate household:

- a. Illness,
- b. Injury,
- c. Quarantine based on exposure to contagious disease,
- d. Dental or medical appointments.

Use of sick leave for occupationally related conditions is limited to the provisions of Article 12.

2. Accrual.

Employees shall accrue sick leave at the rate of .0461 hours for each straight time hour worked. Sick leave may be accrued on an unlimited basis.

Absence due to sickness in excess of three (3) days, must be verified by a physician's certificate at the request of the County.

3. High Sick Leave Utilization.

a. Identification.

An employee who meets any one of the following criteria may be deemed a high sick leave user:

- (1) Exhaustion of all accrued sick leave.
- (2) Use of thirty two (32) hours of sick leave in the preceding thirteen (13) pay periods, or
- (3) Use of sick leave on five (5) or more separate occasions in the preceding thirteen (13) pay periods. (For purposes of this section, consecutive or single days of sick leave use shall each constitute single occasions of use, provided, however, that days of use separated by days off for any purpose other than sick leave shall not be considered consecutive).

- (4) Except, employees who meet the above criteria as a result of a single incident of illness or injury, as evidenced by a physician's certificate, shall not automatically be deemed high sick leave utilizers.

b. Supervisory/Division Manager Action.

A supervisor and division manager may require of an employee identified as a high sick leave user:

- (1) Written explanation of the past pattern of high sick leave use, and/or
- (2) A written explanation for each future use while remaining in the high usage group, and such other reasonable evidence as is requested to support a finding that the use is for bona fide purposes.

c. Incentive Conversion.

Full-time employees who have worked the twelve (12) months preceding June 30 of any year, may at

their option, convert accrued sick leave to personal holiday time to be taken in accordance with Article 7, Section 1(a) subject to the following schedule:

<u>Hours of sick leave used in 26 pay periods preceding June 30 of any year</u>	<u>Allowable additional Personal Holidays</u>
(1) None	3 days
(2) 0.1 - 8 hours	2 days
(3) 8.1 - 16 hours	1 day

4. Leave of Absence.

Employees will not accrue sick leave during a leave of absence without pay that exceeds thirty (30) calendar days.

5. Reporting of Sick Leave.

An employee who has a position which requires a replacement during illness must notify the supervisor on duty in sufficient time (at least one (1) hour) before the beginning of his or her shift so that a replacement may be obtained. Other employees must notify their immediate supervisor, if available, or work site no later than fifteen (15) minutes after their scheduled starting time. Failure to so report may result in loss of pay for the day involved.

6. Use of Sick Leave During Leave.

Sick leave may not be used during the term of any leave of absence. Sick leave may not be used

during vacation except when the employee notifies the supervisor of the interruption of his or her scheduled vacation and presents reasonable evidence of a bona fide illness or injury upon returning to work.

7. Parental Sick Leave.

The use of sick leave for parental purposes shall be governed by Sections 1 through 6 of this Article except as provided by Resolution #89-111 of the Board of County Commissioners.

8. Disability Insurance.

Any employee covered by this Agreement may participate in the short term disability insurance program developed by the Union and the County (consistent with carrier contract(s)); the monthly premium to be paid individually through payroll deduction.

9. Other Sick Leave Provisions.

- a. Sick leave shall be charged in accordance with the uniform time charging provisions of Article 13.
- b. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave or leave without pay at the employee's option. Leaves without pay shall be subject to the approval of management.

ARTICLE 10OTHER LEAVES1. Leave of Absence.

Consistent with the needs of the County, leaves of absence without pay for a period up to six (6) months will be granted by an employee's exempt supervisor for any reasonable purpose. Denial of such leave shall not be for arbitrary or capricious reasons. Extensions of leaves of absence without pay may be granted solely at the discretion of the exempt supervisor.

Except as specifically provided in Article 12 (Workers' Compensation), any employee who has been granted a leave of absence and fails to return to work within five (5) days after the expiration of said leave, shall be considered to have voluntarily resigned his or her position. If an employee provides evidence that he or she was unable to contact the County to request a leave extension on the date of, or subsequent to, the last day of the leave, the County shall rescind the employee's resignation. Nothing in this section is intended to prohibit application of Article 17 (Disciplinary Action) in cases of absence without leave of less than five (5) days.

2. Judicial Leave.

Employees shall be granted leave with full pay in lieu of jury or witness fees (less mileage) any time they are required to report for jury duty or subpoenaed as a witness to State or Federal Court during an employee's regular work shift. If an employee is excused or dismissed prior to the end of the employee's regular work shift, he or she shall report back to work if practicable. Procedures for reporting back to work shall be as specified by the Division Director.

3. Voting Time.

Employees shall be granted two (2) hours to vote on any election day if due to shift scheduling they would not be able to vote.

4. Union Business.

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the County shall, at the written request of the Union, be recommended in accordance with the leave provisions set forth in Multnomah County Personnel Rule 17.01 for a leave of absence exceeding thirty (30) days or more. Any elected official selected by the Union to participate in any other Union activity shall be granted an unpaid leave of absence at the request

of the Union not to exceed ten (10) working days per fiscal year, per official, and provided the County's labor relations office is notified not less than five (5) working days in advance of such leave.

An additional eight (8) working days of unpaid leave shall be granted upon request to any duly elected Union delegate selected to attend official AFL-CIO or other certified AFSCME activities.

5. Military Leave.

Employees who have served with the County for six (6) months or more immediately preceding an application for military leave, and who are members of the National Guard or any reserve components of the Armed Forces of the United States, are entitled to a leave of absence with pay from their duties for a period not exceeding fifteen (15) calendar days or eleven (11) work days in any calendar year. Employees will be granted a leave of absence without pay for any additional time needed for the purpose of discharging their obligation of annual active duty for training in the military reserve or National Guard.

6. Bereavement Leave.

An employee shall be granted not more than three (3) day's leave of absence with full pay in event of

death in the immediate family or immediate household of the employee to make household adjustments or to attend funeral services. If such funeral is beyond 350 miles, the employee may be granted up to three (3) additional days with pay at the discretion of his or her supervisor for travel and personal considerations. For purposes of Bereavement Leave, an employee's immediate family shall be defined as spouse, parents, children, step-children, brother, sister, grandchildren, grandparents, father-in-law, mother-in-law, sister-in-law or brother-in-law. Immediate household shall be defined as any person residing at the employee's residence on a regular basis. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the County Chair, the appropriate elected County official or designee(s), upon request. Application for additional bereavement leave may be requested in accordance with Section 1 of this Article.

7. Personnel Examinations/Interviews.

In order to encourage and promote the further development of County employees, time off with pay for the purposes of taking County examinations and interviews during normal operating hours shall be allowed

for not more than five (5) examination processes, including interviews, in a fiscal year. Such restriction shall not apply to strict promotional examinations and/or interviews within a career ladder.

8. Inclement Weather Policy.

Management reserves the right to establish policy with respect to attendance at work during inclement weather. Provided, however, any time not worked on account of inclement weather may be, at the employee's discretion, and after notifying his or her exempt supervisor, charged to:

- a. Leave without pay
- b. Compensatory time off
- c. Personal holiday
- d. Vacation time

Employees who attempt to get to work on time but are unavoidably delayed may arrive up to two hours late without penalty.

ARTICLE 11HEALTH AND WELFARE1. Medical-Hospital.

The County agrees to contribute monthly on behalf of each eligible employee the monthly premium for benefits under a certified Health Maintenance Organization, or to provide at no cost to the employee a plan of benefits including vision care comparable to medical, hospital and vision care benefits currently enjoyed by eligible employees.

It is expressly understood by all parties that benefit levels currently provided by carriers shall be maintained, and any modification to current benefit levels or components therein must be mutually agreed upon by all parties before implementing.

Coverage shall include the employee and his or her immediate family, i.e., wife/husband and eligible dependent children.

2. Dental Plan.

The County agrees to contribute monthly on behalf of each eligible employee the monthly premium for the group dental service program offered by a certified

Health Maintenance Organization, or to provide at no cost to the employee a plan of benefits comparable to dental benefits currently enjoyed by eligible employees.

It is expressly understood by all parties that benefit levels currently provided by carriers shall be maintained, and any modification to current benefit levels or components therein must be mutually agreed upon by all parties before implementing.

3. Eligible Employees.

Full-time employees shall be eligible for medical-hospital coverage on the first day of the month following the month of employment. Full-time employees shall be eligible for the dental plan on the first day of the month following six (6) full months of continuous service.

4. Part-time Employees.

Part-time employees may receive full Medical and Dental benefits upon payment of fifty percent (50%) of the monthly premium by the employee to the County. Except, eligible part-time employees who work full-time 100% of time for ninety (90) continuous days (522 hours), the monthly premium for Medical and Dental shall be paid in full by the County. Part-time employees shall be

eligible for County-paid medical-hospital coverage and the dental plan (if applicable) on the first day of the month following appointment via status change notice to full-time permanent employment.

5. Retirees.

Effective July 1, 1982, persons who have five (5) years of consecutive service with the County immediately prior to retiring pursuant to ORS 237 (non-disability), the Library Association of Portland Plan, or Article 16(3), if applicable, shall be entitled to maintain their group medical insurance benefits subject to timely payment of fifty percent (50%) of the premium for such coverage until such time as the person is eligible for Medicare.

6. Life Insurance.

The County agrees to provide each employee covered by this Agreement with term life insurance in the amount of ten thousand dollars (\$10,000). Retirees of Multnomah County who have at least ten (10) years of County service will be provided with two thousand dollars (\$2,000) term life insurance coverage during the period of time they receive pension benefits. Employees will designate their beneficiaries. Employees, at their option, may purchase from the same life insurance carrier supplemental term life insurance consistent with carrier

contract(s) and upon evidence of insurability by bi-weekly payroll deduction with premiums varying according to age of the employee. Insured employees will be provided a certificate evidencing such insurance.

7. Successor Insurance Plans.

In the event any of the above insurance plans are no longer provided by the County, the County agrees to provide to affected employees a substitute plan of the same service delivery type if available at substantially the same or a better benefit level.

8. New Benefits Continuation.

The parties recognize that the new benefits implemented under Article 11, Section 8 of the prior agreement shall remain in effect, specifically the increase of maximum lifetime major medical coverage under the indemnity plan to one million dollars (\$1,000,000) and the Kaiser Permanente Five Dollar (\$5) Prescription Drug Plan implemented by a wage offset.

9. Defense and Indemnification.

The County shall defend and indemnify employees covered by this Agreement against claims and judgments incurred in or arising out of the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act.

10. Unemployment Insurance.

The County agrees to provide unemployment insurance on all employees covered by the Agreement in accordance with applicable Oregon Law.

11. Emergency Treatment.

Employees will be provided with emergency treatment for on-the-job injuries, at no cost to the employees, and employees as a condition of receipt of emergency treatment, do agree to hold the County harmless for injuries or damage sustained as a result thereof, if any. Employees further will promptly sign an appropriate Workers' Compensation claim form when presented by the employer.

12. Social Security.

The County agrees to provide Social Security coverage to all employees covered by the Agreement.

13. Health and Welfare Labor/Management Committee.

The County and Union jointly agree to maintain a health and welfare committee composed of three members from each side for the purposes of:

- a. Sharing information regarding the County's benefit program;

b. Discussing the County's benefit education and information program; and

c. Exploring alternative benefit structures and plans to ensure advanced comprehension by both parties of such alternatives prior to any collective bargaining process.

d. The first meeting of the above Committee shall be no later than thirty (30) days from the execution date of this agreement.

14. Return to Work Assistance for Temporary Non-Compensable Injuries.

In the event an employee is absent due to a disability not compensable under the terms of Workers' Compensation law (a physical or mental illness or injury) for a period of thirty (30) days or more, the County may require a physician's statement, arranged for by and at the County's expense, setting forth the disability, current conditions, and anticipated length of continued absence. In the event there is a dispute between the employee's physician and the County's physician concerning the medical condition of the employee, the parties will mutually request a third physician's opinion which will be determinative. The cost of the third opinion shall be borne equally by the parties.

Based upon the physician's statement, the County and the Union will jointly review the specific circumstances surrounding the nature of the continued disability and where appropriate, recommend the employee be assigned to temporary work which is both available and suitable. Upon such recommendation, the parties agree to work in cooperation with the supervisor and the Employee Services Division to identify such available and suitable positions based upon the employee's identified limitations.

When temporary assignment is not available within the employee's limitations, it is agreed the employee's status will continue to be reviewed every thirty (30) days. Based upon the report of the County's physician, the County shall:

- a. allow the employee to be assigned temporary duties which are available and suitable based upon identified limitations;
- b. allow the employee to return to his or her previous position in a full capacity;
- c. terminate the employee if that is the most reasonable course of action.

In the event of a permanent disability, the County shall be guided in the employee's continued employment by Section 503 of the Rehabilitation Act of 1973.

ARTICLE 11. HEALTH AND WELFARE

ARTICLE 12
WORKERS' COMPENSATION AND
SUPPLEMENTAL BENEFITS

1. All members of the bargaining unit will be provided full coverage as required by the Oregon Workers' Compensation Act.

2. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority unless the employee's doctor, the State Workers' Compensation Department or Board or the employee certifies to the County in writing that the employee will be permanently disabled to such an extent that he or she will be unable to return to the County and fully perform the duties of the position he or she last occupied. However, should the employee be transferred to another classification which he or she is qualified to perform because of the disability, seniority shall be governed in accordance with Article 21 of this Agreement. In such event the employee's status shall be governed exclusively by applicable state statutes related

to re-employment and non-discrimination. If injured during probation, the probationary period may be extended by written agreement of the Union, employee and County.

With respect to return to work of an employee fully able to perform the work of the position he or she previously held, the County shall hold that position available for the employee, if it continues to be budgeted, for a minimum of six months. If during the six month period the injured employee is reinstated and another employee occupies his or her position, that employee shall be bumped in accordance with seniority.

3. The County shall supplement the amount of Workers' Compensation benefits received by the employee for temporary disability due to occupational injury, illness or disease by an amount which, coupled with Workers' Compensation payments, will insure the disabled employee the equivalent of one hundred percent (100%) of his or her bi-weekly net take-home pay (as calculated in accordance with Workers' Compensation regulations) subject to the following conditions:

a. Supplemental benefits shall only be payable for those days compensable under Workers' Compensation Law as time loss on an approved claim. For employees with approved claims, supplemental benefits shall be paid for no more than three hundred and twenty

(320) hours of the employee's regular working hours or for a period equal to the amount of accrued sick leave hours at the time of injury, whichever is greater. Such payments shall not be chargeable to accrued sick leave.

b. To the extent not compensated by Workers' Compensation benefits, the first day of occupational disability shall be compensated as time worked.

c. To the extent not compensated by Workers' Compensation benefits, the day following the first day of occupational disability and the next succeeding day shall be compensated as sick leave if such days would have been work days.

d. If the absence due to disability is for a period of thirty (30) days or more, the County may require a physician's statement, arranged for, by, and at the County's expense, setting forth the disability, current conditions, and anticipated length of continued absence.

4. If a Workers' Compensation claim is denied or if the employee accepts a compromise settlement of a disputed claim, the employee's absence from work shall, to the extent not compensated as Workers' Compensation time loss be paid from and charged against his or her sick leave.

5. If a Workers' Compensation claim which has been denied is later held compensable upon appeal, any time loss benefits shall be reimbursed by the employee to the County and the employee's sick leave account credited with an equivalent number of days.

6. Nothing in this Article may be construed to permit borrowing of sick leave not accrued by and available to the employee.

7. The County shall continue to provide medical and dental benefits for employee and dependent(s) from the first day of occupational disability, subject to the limitations of the Health and Welfare Article, if any, for a period of one year or such longer period as may be required by ORS 743.532.

8. The County shall continue to make retirement contributions, based upon the appropriate percentage of the gross dollar amount of supplemental benefits paid, throughout the period that the employee receives such benefits.

9. If a Workers' Compensation Claim is denied and the employee files an appeal, said employee is entitled to request continued coverage under the medical/dental benefits provided under Article 11 of this

Agreement for a period not to exceed six (6) months; provided, however, said employee pays the premium cost to the County as required.

10. If a denied claim is later held compensable upon appeal, the employee will be entitled to:

a. Reimbursement of any premiums paid to the County for medical/dental benefits, and

b. Any supplemental benefits not paid in accordance with Section 3 of this Article.

ARTICLE 13GENERAL WORK PROVISIONS1. Normal Work Day.

- a. The regular hours of work each shift shall be consecutive except for interruptions for meal periods.
- b. Employees on a five (5) day per week work schedule shall work eight (8) hours per day excluding the meal period.
- c. Employees on a four (4) day per week work schedule shall work ten (10) hours per day excluding the meal period.

2. Work Week.

The work week as scheduled by the County shall consist of consecutive days of the same number of consecutive hours per day with consecutive days off. The work need not coincide with the calendar week, but may begin on any day and at any hour of the day. In no case shall the work week be for more than forty (40) hours excluding the meal period.

3. Work Schedules.

Work schedules showing shift, work days, and hours shall be posted on all department bulletin boards at all times. Except for emergency situations, and for the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted for ten (10) days.

4. Rest Periods.

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever practicable. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next succeeding shift when it is anticipated the overtime is expected to extend a minimum of one and one-half (1-1/2) hours. In addition, they shall be granted the regular rest period that occurs during the shift.

5. Meal Periods.

a. All employees shall be granted a lunch period of not less than thirty (30) minutes during each work day. Time off for a meal shall be permitted to any employee who is requested to and does work two (2) hours beyond his or her regular quitting time. Whenever practicable, meal periods shall be scheduled in the middle of the shift.

b. An employee, with the approval of his or her supervisor may elect to take a one (1) hour meal period in lieu of the thirty (30) minute meal period set out above provided, however, no time of such extended meal period shall be considered time worked for pay purposes.

c. Adjustments to the starting or quitting time shall be made to accommodate the extended meal period, at the discretion of the supervisor subject to the provisions of Section 3 above.

6. Clean-Up Time.

Employees occupying labor, trades or craft positions, or whenever it is essential for other employees to clean up or change clothes before being presentable upon leaving work, shall be granted not more than a fifteen (15) minute personal clean-up time prior to the end of each shift. The County shall provide the required facilities for the employee's clean-up time. Neither party to this Agreement shall construe "clean-up time" to mean "quit-early time" or "leave-early time".

7. Flextime.

a. Work Schedule.

Flextime scheduling allowing for greater flexibility in work scheduling benefiting employees and the County, may be implemented, provided that such flextime schedules are in writing, and are agreed upon by the Union and the Labor Relations Manager. A copy of any such agreed upon schedules shall be provided to all directly affected employees.

b. Individual Flexibility Within the Work Week.

When a work schedule change is made at the request of the employee within the work week which would otherwise result in overtime compensation, the County and employee may agree to an hour-for-hour shift of work between work days during that work week to ensure that the employee receives a full week's pay. No overtime pay shall result from such shift of work time.

8. Uniform Time Charging Provisions

a. Rounding Rule

Time charged for all leaves and compensation for time worked under the terms of this Agreement shall be subject to rounding to the nearest quarter of an hour in accordance with the following rules:

a. 0 - 7 minutes rounds to 0 hours

b. 8 - 15 minutes rounds to 1/4 hour

b. Applications

(1) Lateness

An employee who is seven (7) minutes or less late shall be paid for a full shift. An employee who is eight (8) to fifteen (15) minutes late shall not be paid for one quarter (1/4) of an hour.

(2) Working Over

An employee who works over less than eight (8) minutes shall not be compensated. An employee who works eight (8) to fifteen (15) minutes over shall be compensated one quarter (1/4) of an hour at the appropriate rate of pay in accordance with Article 14: Compensation.

(3) Leaves

Late and early return from leaves shall be subject to the same rounding practice as specified above.

(4) Work Day

The above provisions shall not be construed as a right for management to extend the end of the working day beyond the normally scheduled ending time.

ARTICLE 14
COMPENSATION

1. Wages.

Effective July 1, 1991 the rates and ranges of employees, including Library employees, covered by this Agreement shall be in accordance with the Wage Schedule attached to this agreement, Addendum A, incorporated herein.

2. Hours Worked for Pay Purpose.

The thirty (30) minute meal period set out in Article 13, Section 5."a." and "b." will not be considered time worked.

3. Pay Periods.

The wages of employees shall be paid bi-weekly on Friday of the week following the pay period. In the event the Friday payday is a holiday, the preceding day shall be the payday.

4. Reporting Time.

Any permanent employee who is scheduled to report to work and who presents himself or herself for work as scheduled, but where work is not available the employee shall be excused from duty and paid at his or her regular rate for the hours he or she was scheduled to work.

5. Call-Out Pay.

a. Any employee called back to work outside his or her regular shift on a scheduled work day, shall be paid for a minimum of two (2) hours at the rate of time-and-one-half (1-1/2), provided that an employee required to begin his or her shift early shall not be eligible for this minimum.

b. Any full-time employee called to work on any day other than his or her regularly scheduled work day shall be paid minimum of one-half (1/2) his or her normal work shift at the appropriate overtime rate.

6. Overtime.

a. Employees will be compensated at the rate of one and one-half (1-1/2) times their normal hourly rate of pay for additional time worked as follows:

(1) In excess of eight (8) hours in any work day for a five-day-a-week employee.

(2) In excess of ten (10) hours in any work day for a four-day-a-week employee.

(3) In excess of forty (40) hours in any work week.

b. All work performed on a full-time employee's scheduled second or third day of rest will be paid at the rate of two (2) times the employee's regular rate of pay, provided that an employee who has refused to work a full shift on the employee's first scheduled day of rest will be paid at the rate of one-and-one-half (1-1/2) times his or her normal rate.

c. When computing overtime, paid holidays and leaves with pay taken during the work week shall be considered as time worked.

d. Overtime work shall be distributed as equally as practicable among employees working within the same job classification within each work unit providing they have indicated in writing a desire to work overtime to their supervisor.

e. There shall be no discrimination against any employee who declines to work overtime. Overtime work shall be voluntary except in cases where the public health, safety and welfare may be jeopardized. An employee required to work any second successive weekend shall be compensated at the rate of two (2) times his or her normal hourly rate for the first day and two and one-half (2 1/2) times his or her normal rate for the second day.

f. Employees working unauthorized overtime may be subject to discipline.

g. Employees shall not be required to suspend work during regular hours to avoid overtime.

h. Compensatory time may be used by agreement between the County and the employee with the following limitations. Specifically, in lieu of overtime pay, an employee may elect to receive compensatory time off equal to the applicable overtime rate for each hour of overtime worked, provided:

- The maximum allowable accumulation of compensatory time off shall be eighty (80) hours.
- Compensatory time off may be used at the discretion of the employee with the supervisor's consent.
- In the event the employee terminates for any reason, accrued compensatory time shall be paid off in cash to the employee or his or her heir as designated on the life insurance enrollment card.

7. Shift Differential.

The County and the Union recognize that a work week may contain three different shifts: day, swing, and graveyard. The County agrees to pay the following shift premium pay in addition to the established wage rate:

a. An hourly premium of forty cents (40¢) to employees for all hours worked on shifts beginning between the hours of twelve (12) noon and seven (7) p.m.; or

b. An hourly premium of fifty cents (50¢) to employees for all hours worked on shifts beginning between the hours of seven (7) p.m. and six (6) a.m., provided that the employee was not called in early to a shift normally scheduled to begin after six (6) a.m.; or

c. An hourly premium of fifty cents (50¢) to employees for all hours worked in the work week while assigned to a relief shift.

d. When computing the overtime rate due an employee receiving shift differential pay, such pay must be included in the overtime rate.

e. Employees are not entitled to shift differential pay for a single shift change that is done by the request of and for the benefit of the employee.

f. Shift differentials shall continue to apply to all hours paid including sick leave or vacation hours if they occur during the employee's normally scheduled shift.

8. Relief Shift.

A relief shift occurs when an employee's work week does not contain four (4) like shifts, i.e., four (4) day shifts; four (4) swing shifts; or four (4) graveyard shifts. Employees assigned to a relief shift schedule are exempt from the provisions of Article 13, paragraph 3; however, such employees must be given at least a twenty-four (24) hour notice of shift assignment.

9. Promotional Increase.

An employee who is promoted shall be paid at the salary step in the new salary range not less than a one step increase, or in the first step of the new range, whichever is greater; but, in no case shall the salary increase exceed the maximum step of the new salary range.

10. Working in a Higher Classification.

Whenever an employee must be replaced by another employee(s) for a period of one (1) full shift and such employee(s) assigned to perform the work is normally assigned to work in a lower classification, that

employee(s) will be paid for all shifts worked at the rate assigned to the higher classification in the appropriate step according to the promotional policy outlined in Article 14 of this Agreement with maximum compensation of fifteen (15%) over his or her current hourly rate, if the employee(s) in fact performs a majority of the principal duties of the higher classification. Time spent working in a higher classification will be given credit as on-the-job training for any promotional examination.

11. Auto Allowance and Compensation.

Auto allowance and compensation shall be paid pursuant to Addendum G.

12. Deferred Compensation Plan.

Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that provides for payment at a future date for services currently rendered by the eligible employee.

13. Payments in Error and Payments in Violation of Contract.

a. Knowing Receipt

Any employee knowingly receiving unauthorized payments, or payments in error due to clerical, technical, or computer error has the obligation to call such error to the attention of his or her

supervisor. Failure to do so may result in disciplinary action. Such payments are fully recoverable if the County presents the employee with a demand for repayment.

b. Unknowning Receipt

Any unauthorized payments or payments in error due to clerical, technical, or computer error are fully recoverable if the County presents the employee with a demand for repayment within sixty (60) days of the date of the error.

c. Repayment to the County

The County will upon request make every effort to recover over payments specified in "a." or "b." above, by payroll deduction over a reasonable period of time as determined by the Labor Relations Manager.

d. Repayment to the Employee

In any instance where an error occurs which results in a negative impact on the employee, upon notification by the employee within sixty (60) days of the error, and verification by the payroll division, payment in correction of the error shall be provided within twenty-four (24) hours.

14. On-Call Pay.

Employees on a regular work schedule who are placed on "stand-by" duty beyond their regularly scheduled work day or work week and are assigned an answering device for stand by purposes, shall be allowed compensatory time off at the rate of one (1) hour for each eight (8) hour period they are on stand-by status.

15. Red Circled Employees.

For purposes of general compensation administration, as well as implementation of the Compensation and Classification ("Pay Equity") provisions of this Agreement, a RED CIRCLED EMPLOYEE shall remain at his or her current pay rate until the top step of the employee's pay range exceeds the RED CIRCLED rate at which time he or she shall be paid at the top step rate.

ARTICLE 15ANNIVERSARY STEP INCREASES

1. Permanent employees not at the maximum of their salary range shall receive a step increase on their anniversary date, i.e., upon the completion of one year of active service at the current step.

2. The anniversary date of an employee reappointed from a layoff list or returning from a leave of absence without pay that exceeds thirty (30) calendar days shall be readjusted so that the time absent shall not count.

3. Anniversary dates for employees as of January 1, 1982, shall be in accordance with the document titled, "Seniority and Anniversary Dates of Local 88 General Employees Bargaining Unit", which is incorporated as a part of this Agreement by reference, except as adjusted for time served subsequent to December 31, 1981 in accordance with the terms of this Agreement.

4. Anniversary dates for part-time employees shall be readjusted so that work performed during part-time status will be credited and counted on a half-time basis.

ARTICLE 16PENSIONS1. PERS Membership.

Employees shall be eligible for participation in the Public Employee's Retirement System (PERS) pursuant to ORS 237 and subject to the terms and conditions of the Agreement, dated January 22, 1982, integrating the Multnomah County Employees' Retirement System and PERS, such Agreement having been entered into between the Public Employees' Retirement Board and Multnomah County pursuant to the provisions of ORS 237.051.

2. Sick Leave in Application to Final Average Salary (PERS).

In accordance with the terms of ORS 237.153 one half (1/2) of the accumulated unused sick leave with pay will be applied to final average salary for the purpose of pension benefit determination.

3. PERS Pick-up.

The County shall "pick up" the employee contribution to PERS as permitted by ORS 237.075.

4. In-Lieu-of Retirement.

Each such permanent employee who elected not to participate in PERS at the time of integration shall continue to receive from the County the amount of twelve

and four/tenths percent (12.4%) of gross bi-weekly salary in lieu of employer retirement contributions. It is specifically intended that this in-lieu-of retirement contribution payment be used to build an investment/savings program for post-retirement use.

ARTICLE 17DISCIPLINARY ACTION

1. Employees may, in good faith for cause, be subject to disciplinary action by oral or written reprimand, demotion, reduction in pay, suspension, dismissal, or any combination of the above; provided, however, that such action shall take effect only after the exempt supervisor gives written notice of the action and cause to the employee and mails written notice to the Union. This notice provision shall not apply to oral reprimands.

2. Cause shall include misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, or failing to fulfill responsibilities as an employee.

3. Any permanent, non-probationary employee who is reprimanded in writing shall have the right to appeal the reprimand through Steps I and II only of the grievance procedure set out in Article 18.

4. Any permanent, non-probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to formally grieve ten (10) working days after the effective date of the disciplinary action.

5. If the County has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

6. Nothing in this contract shall be construed to abridge any employee's constitutional or civil rights. Employees have the right to Union representation. If the employee so desires, he or she shall be afforded Union representation.

ARTICLE 18SETTLEMENT OF DISPUTES1. Grievance Procedure.

Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step I: After first attempting to resolve the non-disciplinary grievance informally, the employee or Union may submit a written grievance to the employee's immediate supervisor within ten (10) working days of the alleged contractual violation. Grievances related to discipline may be presented in writing to the employee's immediate supervisor any time within ten (10) working days after the effective date of the disciplinary action. If, at the time of the alleged violation, the employee or his or her representative is unaware of its occurrence, a grievance may be presented in writing within ten days of the time the employee first has knowledge or should have had knowledge of its occurrence. Employees are encouraged to discuss with their immediate supervisor all alleged contractual violations before filing written grievances. A grievance may not be initiated concerning an event after sixty (60) days have elapsed; however, in no way is this provision to be interpreted as affecting the pursuance of grievances which are of a continuing nature (i.e., the breach continues and is not a single isolated incident). The grievance notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The Section or Division Manager shall then attempt to adjust the matter and respond, in writing, to the employee or to his or her representative within five (5) working days.

Step II: If the grievance has not been answered or resolved, it may be presented by the employee or by his or her representative to the Department Director within ten (10) working days after the response is due from the Section or Division Manager. The Department Director shall respond to the employee or to his or her representative, in writing, within five (5) working days.

Step III: If the grievance has not been answered or resolved at Step II, it may be presented, in writing, by the employee or by his or her representative to the County Chair, or to his or her designee(s), within ten (10) working days after the response of the Department Director is due. The County Chair, or his or her designee(s), shall respond in writing to the employee or to his or her representative within ten (10) working days.

Step IV: If the grievance has not been answered or resolved at Step III, either party may, within ten (10) working days after the expiration of time limit specified in Step III, request arbitration by written notice to the other party. Upon receipt of the request for arbitration, the grievance shall be placed on the agenda of the Employee Relations Committee for review.

Step V: Arbitration. After the grievance has been submitted to arbitration, the parties, or their representatives, shall jointly request the Oregon State Mediation and Conciliation Service for a list of the names of seven (7) arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names; the order of striking to be determined by lot. One day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

The parties agree that no less than five (5) days prior to any scheduled arbitration hearing, they will mutually exchange copies of all exhibits intended to be offered at the hearing, except the work product of any attorney or authorized representative involved.

- No less than five (5) days prior to the scheduled arbitration, the parties shall submit to the designated arbitrator a signed stipulation of the issue before the arbitrator. In the event the parties are unable to stipulate the issue in dispute, each party shall, not later than four (4) days prior to the scheduled arbitration, submit to the arbitrator and the other party a signed statement of the issue that party asserts is in dispute.

The arbitrator shall be requested to begin taking evidence and testimony within twenty-five (25) days after submission of the request for arbitration; and the arbitrator shall be requested to issue his or her decision within thirty (30) days after the conclusion of testimony and argument. The parties hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of either party by issuance of a subpoena, the cost of which shall be borne by the party requesting the subpoena.

The arbitrator's decision shall be final and binding, but he or she shall have no power to alter, modify, amend, add to, or detract from the terms of the Contract. The arbitrator's decision shall be within the scope and terms of the Contract and in writing. Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date the grievance was first filed with the Section or Division Manager and it shall state the effective date of the award.

Expenses for the arbitration shall be borne by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, on the condition that it pays for the record and makes copies available without charge to the other party and the arbitrator.

Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. A grievance may be terminated at any time upon receipt of a signed statement from the aggrieved party that the matter has been resolved.

2. Stewards and the Processing of Grievances.

a. Employees selected or elected by the Union as employee representatives shall be known as "Stewards". The names of the stewards and the names of other union representatives who may represent employees during the life of this Agreement, shall be certified in writing to the County by the Union within thirty (30) days of the signing of the contract. Any additions or deletions to the stewards' list will be provided to the Labor Relations Manager within thirty (30) days.

Upon notification to the grievant's supervisor of the name of the grievant and the tentative cause of the grievance, or the name of the subject of a disciplinary investigatory interview, the steward(s) responsible for the grievant's work area may investigate and process a grievance(s) at the work site during working hours without loss of pay, or in the case of an investigatory interview, participate in such interview without loss of pay. All efforts will be made to avoid disruptions and interruptions of work.

ARTICLE 18. SETTLEMENT OF DISPUTES

Employees meeting with their steward to process a grievance will also be permitted to do so without loss of pay during working hours. A steward may not process a grievance in any other work area than the one to which he or she is assigned by the Union.

b. An assistant chief steward shall be assigned for each Department by the Union. When there is no steward assigned to the grievant's work area, the assigned assistant chief steward may be contacted and may process a grievance in accordance with Section "2.a." above.

c. Departure from the established Grievance Procedure outlined in this Article by any employee shall automatically nullify the Union's obligation to process the grievance.

ARTICLE 19
CONTRACT WORK

1. Unless mutually agreed, the County will not contract out or subcontract any work now performed by employees covered by this Agreement when such would result in layoff of any bargaining unit employee(s) and the County is unable to find suitable or comparable alternate employment for the employee(s). However, this provision shall not apply to contracting out or sub-contracting work when such was anticipated and considered as a part of the budgeting process and when the Union Business Representative and/or President has been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual executive budget or formal Board consideration of budget modifications.

2. The County agrees to meet with the Union to discuss the effect of proposed contracting out or sub-contracting prior to the presentation of the proposal to the County Chair or Board for formal action.

3. The County further agrees to meet with the Union, at its request, to explore the alternative of work force reduction by attrition. The County also agrees that to the extent practicable transfers shall be made to open

vacancies and re-employment of employees affected by such action shall occur for as long as they are so qualified in accordance with established layoff guidelines. The Union agrees to assist the County in minimizing the impact on such affected employee(s).

4. The County further agrees to notify Local 88 Business Agent and/or President whenever the County contemplates entering into an Intergovernmental Agreement(s) with another public employer. The County also agrees to provide Union with a specific plan and its probable impact relative to Intergovernmental Agreements when such Agreements are anticipated, at least thirty (30) days prior to formal Board consideration of budget modifications or Board's approval of the annual budget that is to be submitted to the Tax Supervising and Conservation Commission.

ARTICLE 20
PRODUCTIVITY, TRAINING, AND
PERFORMANCE EVALUATION

1. Objectives.

It is the parties' purpose to continue the efficient, effective, and courteous delivery of services to the public by the County.

2. Responsibilities of the Parties.

The parties agree that it is:

- a. Management Responsibility to meet accepted standards of public administration, to select work projects and goals, to establish and maintain supervisory controls and standards, and to establish and maintain a personnel system that meets merit system principles.
- b. Union Responsibility to continue assisting in efficiency and high production quality, to continue assisting in strict adherence of all safety rules and regulations, and to cooperate in the implementation of educational and advance-skill training programs.

3. Standards.

The employee's supervisor may establish reasonable job performance standards, and may, from time to time, revise them. Such standards shall be posted or individually stated to each affected employee, in order to

assure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards, in advance of the work period in question.

4. Employee Development and Training.

To further the above objectives, the parties agree that:

a. The County may

(i) Develop and implement its own development and training programs;

(ii) Obtain and implement development and training programs to be conducted by person(s) other than the County.

(iii) Temporarily change an employee's work assignment for a period not to exceed ninety (90) work days, without posting, so that such employees can participate in training provided under this section.

Training assignments anticipated to exceed ninety (90) working days shall be deemed a vacancy, subject to the applicable provisions of Article 22 of this agreement.

b. Any time an employee is required to participate in any development and training program, provided under "a" above, shall be considered time worked for pay purposes and all tuition, texts, training materials, and other expenses incident to such employee's participation shall be assumed by the County.

c. The County shall notify the Union and post on the bulletin boards in affected sections, available employee development and training programs provided under subsection "a" of this section. Such notice shall contain a statement of the purpose and objectives of the program.

d. The County will reimburse an employee for the cost of tuition for any course of study taken on the employee's own time which is directly related to the employee's current position and will result in improved job performance. In lieu of tuition reimbursement, the County may provide time off with pay so an employee may attend courses which are directly related to the employee's current position and will result in improved job performance.

The following limitations shall apply to this subsection:

(i) All tuition reimbursement or paid time off in lieu of reimbursement shall be subject to the County's budgetary limitations and stated managerial priorities. Within managerial priorities, selection of employees will be based on reasonable job related criteria.

(ii) Employees shall apply for approval of the request or paid time off at least thirty (30) days prior to the proposed enrollment or as soon as the employee becomes aware of the training opportunity.

(iii) If approved prior to enrollment, the County will make reimbursement within thirty (30) days after proof of satisfactory completion of the course.

5. Employee Rotation Plans.

To further employee development or motivation, the County may rotate employees in the same classification between job assignments in a work unit or work units without application of the terms of Article 22, subject to the following limitations:

a. Any such rotation plan shall be posted ten (10) days in advance with a copy provided to the Union.

b. The terms and criteria of the rotation plan shall apply to all employees in the affected job classification within a work unit or work units.

6. Performance Evaluation.

a. The County may implement and maintain performance evaluation processes involving members of the bargaining unit.

b. Employees will have the right to attach a response to any evaluations in their personnel files.

c. No evaluations or employee responses will be admissible in any disciplinary or arbitration hearing.

d. All performance evaluations shall be signed by the employee's exempt supervisor, who shall bear ultimate responsibility for the content of the evaluation.

ARTICLE 21SENIORITY AND LAYOFF1. Definitions

a. Layoff: A reduction in force in classification for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected department.

b. Continuous Service: Means uninterrupted employment with Multnomah County subject to the following provisions:

(1) Continuous service shall include uninterrupted employment with another governmental agency accomplished in accordance with and subject to ORS 236.610 through 236.650.

(2) For purposes of determining length of service prior to July 1, 1975, an interruption of employment of fourteen (14) months or less shall constitute continuous service, in addition to those individually documented cases already approved by the Board of County Commissioners, the County Chair or Labor Relations Manager.

(3) For purposes of what constitutes a break in employment after July 1, 1975, continuous service is terminated by voluntary termination, involuntary termination due to expiration of a layoff list, or discharge for cause.

c. Promotional Line: Refers to a classification series in the same occupational field in which service in the lower classification qualifies the employee for the higher classification.

d. Bumping: The displacement of the least senior regular employee by another regular employee with more seniority within the classification.

e. Equivalent Classification: Refers to matching by the Personnel Officer of an abolished classification with a current classification that has substantially the same duties, authority, and responsibility.

f. Classification Previously Held: Refers to a classification or its equivalent in which the employee gained regular status and for which he or she continues to qualify.

2. Seniority

a. Seniority will be determined as follows, except where modified by collective bargaining agreements:

(1) The total length of continuous service within the affected job classification and its equivalent within the County; if a tie occurs, then

(2) Total length of continuous service within the affected department; if a tie occurs, then

(3) Total length of continuous service within the County; if a tie occurs, then

(4) It shall be broken by lot in a manner to be determined by the Employee Services Division.

b. In computing seniority for regular employees, the following factors will be taken into account:

(1) Part-time work within the same or equivalent classification will count on a half-time basis.

(2) Time spent in an abolished classification that has a current equivalent will count toward seniority in the equivalent classification.

(3) Time on authorized leave taken with pay will count.

(4) After July 1, 1975, time spent on authorized leave without pay that exceeds 30 calendar days will not count.

(5) Within the same classification, time spent in temporary employment status after December 31, 1981, shall be taken into account. Subsequent temporary, limited duration, and provisional time shall be taken into account in the following manner:

(a) Such time shall count toward length of service within the County and within the Department in which such time was served.

(b) For time in job classification, such time shall count toward the immediately previous classification.

(6) Time spent on layoff will not count.

(7) Time spent in a trainee capacity, e.g., PEP, WIN, CETA or other state or federal trainee programs, will not count.

(8) Time spent in classification of previous government service will count if the employee is transferred in accordance with ORS 236.610 through 236.650.

(9) Seniority shall be forfeited by discharge for cause or voluntary termination after July 1, 1975.

(10) Time spent on a probationary period that is not completed will count toward the previous class, if any.

(11) Time spent in all higher classifications and their equivalents within a promotional line shall be combined with time spent in the present classification and its equivalents to compute seniority.

(12) For purposes of determining length of service within a department, time spent in any organizational unit which became a part of the department through County reorganization and transfer shall be included.

3. Layoff Rules

a. Layoffs will be identified by classification within the affected department. Employees holding positions within the affected classifications may be subject to demotion, transfer, or layoff in inverse order of seniority.

b. Within a classification and department, temporary, probationary, and other employees who do not have classified status will be laid off before employees with classified status. Employees without status who are laid off will not be placed on layoff lists and do not have bumping rights.

c. An employee who has not completed a probationary period following promotion and is subject to layoff shall be returned to the position previously held.

A regular employee who has been given a temporary or unclassified appointment and is subject to layoff shall be entitled to exercise his or her previously accrued seniority under the guidelines of these rules.

d. Transfer to a classification with a higher maximum salary is a promotion and shall be accomplished by normal appointment procedures.

e. A regular employee who is subject to layoff may transfer to a lower classification in the same promotional line or to a classification previously held or its equivalent, provided: a) a vacancy exists, or b) if no vacancy exists, the employee has more seniority than an employee in the lower classification.

f. No employee shall have any rights over another employee working under permanent appointment in another department.

g. No employee may demote or transfer to a position unless he or she is qualified to perform the duties of that position. Employees may be denied transfer or demotion rights otherwise available under these rules only if they lack knowledge, skills or abilities required for the position that are not easily learned on the job within the normal orientation period. Employees may be required to take and pass qualifying examinations in order to establish their rights to specific positions.

h. Where options are available, filling a vacant position will take precedence over bumping another employee. Where bumping is necessary, the following guidelines will apply:

(1) If only full-time employees are allocated to the classification, the least senior employee will be bumped.

(2) If only part-time employees are allocated to the classification, the least senior employee will be bumped.

(3) If both part-time and full-time employees are allocated to the classification:

(a) A full-time employee will bump the least senior full-time employee. If the affected employee is the least senior full-time employee, he or she shall, if more senior, bump the least senior part-time employee.

(b) A part-time employee who is willing to become full-time and is more senior, shall bump the least senior full-time employee. If unwilling to become full-time, the part-time employee shall bump the least senior part-time employee.

i. Where multiple vacancies are available and there is disagreement as to which vacancy an employee should fill, the following guidelines will apply:

(1) Vacancies in the employee's current section or organizational unit will take precedence; if none are available, then

(2) Vacancies in the employee's current division; if none are available, then

(3) The Department Director will designate the appropriate vacancy among those in the other divisions within the department.

j. Employees may transfer to a vacancy in another department under the provisions of Rule 03.500 Transfer and/or ARTICLE 22, SHIFT AND WORK ASSIGNMENT.

4. Layoff List/Demotion in Lieu of Layoff

a. Employees, and their bargaining agents, who may be subject to layoff or demotion in lieu of layoff shall be notified in writing at least fifteen calendar days prior to such action. The notice shall state the reason for the action and shall further state that the action does not reflect discredit on the employee.

b. Employees who are subject to layoff and are offered transfer and/or demotion options will indicate their preference within three working days of receipt of notice of the options. Failure to do so will be deemed an agreement to accept layoff.

c. Names of employees who are laid off or demoted in lieu of layoff will be placed on the layoff list, according to seniority, for the classification(s) held during the bumping and layoff process and any lower classification(s) in the promotional line.

d. Employees who accept lateral transfers or elect to retire will not be placed on layoff lists. Employees who accept a demotion in lieu of layoff will be placed on the layoff list for the classification(s) from which they demoted.

e. Upon demotion in lieu of layoff, non-exempt employees will receive the rate of pay in the lower salary range that causes the least reduction in salary. No demoted non-exempt employee shall receive an increase in pay. The employee's anniversary date for salary increases will be the date of demotion.

f. Employees are entitled to have their names remain on a layoff list for twenty-four months from the date of layoff or demotion in lieu of layoff. Employees will be removed from the layoff list only under the following circumstances:

- (1) Upon written request of the employee; or
- (2) Upon election to take retirement status; or
- (3) Upon acceptance of permanent reappointment from the layoff list; or
- (4) Upon declining an offer of permanent reappointment; or
- (5) Upon failure to receive a response to a certified letter sent to the employee's last known address within fourteen days of its having been mailed.

5. Reappointment

a. Employees on a layoff list will be certified in order of seniority, before applicants who qualify through examination, provided they are qualified to perform the duties of the position. Eligibles on a layoff list shall be offered appointment to vacancies, in order of seniority, except in the following cases:

(1) The employee lacks a specific skill or knowledge required for the position that is not easily learned on the job within the normal orientation period. The hiring manager is required to state in writing what qualification(s) the employee lacks that the position requires. The employee will remain on the layoff list for certification to other vacancies during his or her term of eligibility.

(2) Failure to select an employee, except as provided above, will be deemed a dismissal of that employee for cause and will be reviewed and processed according to the provisions of ARTICLE 17, DISCIPLINARY ACTION.

b. Upon reappointment from a layoff list, a non-exempt employee shall receive the rate of pay in effect at the time of reappointment for the step the employee was on when demoted or laid off, except that no reappointed non-exempt employee shall be reduced in pay. The anniversary date of a reappointed non-exempt will be adjusted so that the time spent on layoff or in a lower level classification will not count.

6. Seniority Application

a. The above terms for determination of seniority shall apply not only to layoff, but also to other situations in which seniority is applied.

b. For purposes of vacation bidding, the employee's original date of hire with the County pursuant to Section "2. b." of this Article, shall be used to determine vacation selection in accordance to Article 8, Section 6.

c. Seniority determinations shall have no application to retirement matters.

d. The County agrees to make available to the Union upon request copies of any personnel list the County maintains regarding seniority or classification changes.

e. Employees may protest their seniority calculation for time served subsequent to December 31, 1981, through the grievance procedure outlined in this Agreement only if they can prove their seniority date materially and adversely impacts them. Seniority calculations for time served prior to January 1, 1982, is not subject to the grievance procedure.

f. Calculation of seniority for time served prior to January 1, 1982, shall be in accordance with the document entitled "Seniority and Anniversary Dates of Local 88 - General Employees Bargaining Unit", which is incorporated as a part of this Agreement by reference. The computation of seniority for time served subsequent to December 31, 1981, shall be in accordance with this Article.

ARTICLE 21. SENIORITY AND LAYOFF

ARTICLE 22

SHIFT AND WORK ASSIGNMENT

1. Vacancy.

A vacancy shall exist when:

- a. The employee assigned to a budgeted position abandons such position because of transfer, promotion, or demotion to another position or County agency; or upon voluntary or involuntary termination of County employment;
- b. Additional budgeted positions are allocated;
- c. Workload requirements necessitate reallocation of duties for a period in excess of ninety (90) days;
- d. When an employee is on unpaid leave that will exceed thirty (30) working days.

2. Shift/Work Assignment.

Whenever there is more than one shift or work assignment within the same job classification within a work unit, vacancies shall be filled in the following manner:

a. Management will provide employees a notice of such vacancy, the person to contact, and the deadline for consideration.

b. If the work assignment is permanent, the vacancy shall be filled on the basis of seniority provided the employee is able to perform the work in question and has indicated his or her preference in writing. Exceptions to seniority preference assignment may be made in the following situations:

(1) In regard to work assignment only, when a less senior employee is substantially more qualified for the position in question.

(2) In regard to work assignment only, when a less senior employee is assigned a job for reasons other than in (1) above, such reasons shall be put in writing by the manager making the assignment. Such assignment shall not be for arbitrary or capricious reasons.

(3) In regard to both shift and work assignment, where bona fide job-related requirements for a balance of experienced and non-experienced

personnel exists between shifts or work assignments in a work unit, management may temporarily delay the senior employee's shift or work assignment until new or less senior employees obtain necessary experience.

c. If the work assignment is temporary, the vacancy may be filled on the basis of seniority, expressions of preference or by other job-related criteria established by management. For purposes of the assignment to vacancies detailed above, a temporary vacancy shall be a work assignment which is determined by management to be for a duration of not longer than six (6) months. At the conclusion of such temporary work assignment, an affected employee shall be returned to the work assignment from which he or she came.

d. In the event no expression of preference exists for a shift or work assignment, management may fill a vacancy with the least senior qualified employee in the work unit. Involuntary changes in shift assignment shall require ten (10) working days' advance written notice to the affected employee.

e. When a new work assignment with substantially different duties is created, it shall be posted for ten (10) calendar days to permit employees to indicate their preference for the assignment.

f. When disputes arise about what constitutes a work assignment or work unit in Section 2, above, the parties agree to meet and confer to resolve the dispute pursuant to Article 24, Section 7.

3. Transfers.

When the Employee Services Division receives a request to fill a position in a classification, if the classification is utilized elsewhere in the County, the three most senior employees in the same classification who are qualified for and interested in the specific position shall be interviewed for the vacancy, provided they have requested consideration for a transfer appropriately in writing.

4. Trial Periods.

Upon appointment to a new permanent work assignment, including transfers, the employee will serve a trial period of ninety (90) working days to demonstrate his or her ability to fulfill the requirements of the assignment. If the employee does not satisfactorily fulfill the requirements of the assignment, such

90

employee will be returned to his or her previous work assignment. Such determination of satisfactory performance within the ninety (90) day trial period will be made by management.

ARTICLE 23GENERAL PERSONNEL PROCEDURES1. Personnel Rules.

Future changes to personnel rules will be submitted to the Union for review and recommendation prior to their adoption.

2. Reclassification.

a. The County shall maintain a procedure for employees to initiate reclassification reviews. Employee-initiated requests for reclassification shall be forwarded by the employee's supervisor to the Employee Services Division within fifteen (15) days and the Employee Services Division shall respond to the employee within forty-five (45) additional days. A photocopy of all reclassification requests within the bargaining unit shall be sent to the Union upon receipt of such requests by the Employee Services Division.

b. Disputes about the appropriateness of reclassification of employees by management or denial of employee initiated requests for reclassification may be appealed at Step III of the grievance procedure set forth in Article 18 of this Agreement.

c. If in such cases, Step IV of the grievance procedure is reached, the arbitrator shall be limited to deciding if the employee's principal duties fall within the classification to which he or she is allocated by the County. In the event evidence leads the arbitrator to conclude the grievant's principal duties do not properly fall within the classification to which he or she is allocated, the arbitrator shall direct the County to reallocate the grievant to another appropriate existing classification. If no such classification exists, the arbitrator shall direct the County to establish an appropriate new classification. The arbitrator shall have no authority to modify a classification or establish a new classification.

3. Wage Rates for New Classifications.

a. When any classification not listed in Addendum A is established, or when an existing classification is substantially revised, the County will:

- (1) Subject the new classification or the substantially revised classification to the same point evaluation as is provided for in the consultant's response to RFP

#8P0395. The point results of such an evaluation may be subject to arbitral review by the Union before the Permanent Classification Arbitrator. The point evaluation shall be affirmed by the arbitrator unless the arbitrator determines that the points allocated were not reasonably related to the available data given the point system utilized. In such event the Arbitrator may, as appropriate:

- (a.) Order more information to be obtained or re-analysis to be performed prior to the County designating a new point value; or
- (b.) Based exclusively on the accepted system, designate a point value based on the record of hearing.

- (2) The top of the pay range established by the County for any new classification shall be no more than 12.28% above the Policy Pay Line (1.1228 PPL) or below (0.8772 PPL) the top rate which would have resulted from application of the pay policy line to the new classification, as adjusted by pay raises subsequent to the original pay line, pursuant to the points resulting from "(1)" above and the technical rules.
- (3) Within the specific restrictions provided in "(2)" above, referred to by the parties as the "Zone of Equity," the County shall establish a wage rate for any new or substantially revised classification which is reasonably related to wage ranges for comparable positions in comparable labor market areas for the classification and to wage ranges for existing classifications in Addendum A.

(4) The County may, at its discretion, establish a range higher than that which would be contractually mandated by "(1)" - "(3)" above, and which would be over the range resulting from the restrictions of the "Zone of Equity," in instances in which the Employee Services Division, based on substantial evidence, deems such higher rate to be required by the market to attract and retain the desired quality of workforce in a particular classification.

b. Upon setting a wage range for the new classification, the County shall notify the Union of the range and its effective date. The Union may either accept the established range or within ten (10) working days of receipt of the County's notice, notify the County's designee for labor relations of its desire to enter into discussions concerning the wage range for the new classification.

c. In the event the parties are unable to agree upon a reasonable wage range, the dispute will be resolved through Step IV of the grievance procedure in Article 18 of this Agreement. The arbitrator in such cases shall be limited to:

(1) Affirming that the range established by the County satisfies the criteria set forth in paragraph "a." of this section, or

(2) Specifying the parameters within which a range would satisfy the criteria. The arbitrator's decision shall be final and binding and shall be retroactive to the effective date established in the County's notice as provided in paragraph "b." of this section.

4. Permanent Arbitrator.

Owing to the expertise required in development and maintenance of comprehensive classification and pay systems, the parties agree to maintain William H. Dorsey as arbitrator for disputes arising under Sections 2. and 3. of this Article. The parties will select and notify a qualified alternate arbitrator who shall serve if Mr. Dorsey is absent or unable to serve.

5. Consolidation, Merger, Acquisition of Positions.

a. The County and the Union recognize the provisions of ORS 236.610 through 236.650 in the event an employee of the County is transferred to another public employer as defined under ORS 236.610(2) for reason of merger, consolidation or cooperation agreement.

b. All employees acquired by the County as a result of merger, consolidation, cooperation agreement, or acquisition of a facility, shall be entitled to all rights and benefits granted employees under this agreement and ORS 236.610 through 236.650.

6. Personnel Records and Information.

a. An employee or his or her representative, with written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or his or her authorized representative shall be given a copy of any materials in the employee's personnel file.

b. An employee shall be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.

c. Except as provided below, an employee may request and have removed from his or her personnel file any letter of reprimand more than two (2) years old.

d. All derogatory material resulting in disciplinary action which are four (4) years old or more shall be removed from the employee's personnel file and destroyed.

e. For purposes of this section, "personnel file" shall refer to the formal file of personnel documents maintained by the Employee Services Division and/or by the employee's department or division.

ARTICLE 24
GENERAL PROVISIONS

1. No Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, sexual orientation, or political affiliation. It is further agreed that there will be no discrimination against the handicapped unless bona fide job related reasons exist. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement.

The County and Union agree not to interfere with the rights of employees to become members or refrain from becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the County or any County representative against any employee because of Union membership or employee activity in an official capacity on behalf of the Union, or for any other cause.

2. No Harassment.

The County and the Union shall not condone and/or tolerate prejudicial remarks, actions, slurs, and jokes directed at, or expressed that are offensive to handicapped persons, racial minority persons, persons having certain religious preferences or sexual orientation, or persons of a certain national origin.

Moreover, no employee(s) shall be subjected to unwelcomed sexual advances, requests for sexual favors, or any form of verbal or physical conduct of a sexual nature that is offensive, hostile or intimidating that interferes with the work performance of such employee(s).

3. Bulletin Boards.

The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its postings of notices and bulletins to such bulletin boards. All postings of notices and bulletins by the Union shall be factual in nature and shall be signed and dated by the individual doing the posting.

4. Visits by Union Representatives.

The County agrees that accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, whether local

Union representatives, District Council representatives, or International representatives, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Union business. The Union agrees that such visits will cause no disruptions or interruptions of work.

5. Rules.

a. All future work rules shall be subject to discussion with the Union before becoming effective.

b. Within sixty (60) days of the signing of this Agreement, the County will provide sufficient copies to the Union to allow distribution to each member of the bargaining unit.

c. The County will provide new employees a copy of the Agreement and applicable rules at time of hire.

d. The County agrees to furnish each affected employee in the bargaining unit with a copy of all changes to work rules within thirty (30) days after they become effective.

e. Any dispute as to the reasonableness of any new rule, or any dispute involving discrimination in the application of new or existing rules may be resolved through the grievance procedure beginning at Step III.

f. Except in emergencies, all future work rules shall be posted on bulletin boards for a period of ten (10) consecutive work days prior to becoming effective.

6. Changes in Existing Conditions.

a. For the purpose of this Agreement, the term, "existing working conditions", means practices which have been:

(1) consistent;

(2) clearly acted upon; and

(3) readily ascertainable over a

reasonable period of time as mutually accepted by the parties.

b. Existing working conditions shall be changed only after the Union has been afforded opportunity to make suggestions and shall not be for arbitrary or capricious reasons. The County shall post changes in existing working conditions prominently on all bulletin boards for a period of not less than fourteen (14) calendar days before the changes are to be effective.

c. Disputes regarding the change of existing working conditions shall be resolved through the grievance procedure beginning at Step III.

d. No payment of monies made in error, or not authorized by proper authority, shall be considered an existing condition. Such payments shall be governed by Article 14, Section 13.

e. Conditions relative to and governing working conditions of a particular nature are contained in Addenda D through H to this Agreement, which are attached and by this reference made a part hereof as though fully set forth herein.

7. Employee Relations Committee Meetings.

To promote harmonious relations and to provide internal communications, the Union and the County will maintain an Employee Relations Committee consisting of six (6) representatives from each party. The Committee will establish regular monthly meetings during normal working hours and will so schedule such meetings as far as practical to avoid disruptions and interruptions of work. Employees attending such meetings shall do so without loss of pay. The Committee shall discuss any matter pertinent to maintaining good employer-employee relationships including but not limited to: grievances, work rules, work loads, employee morale, safety, and communication.

ARTICLE 24. GENERAL PROVISIONS

8. Contract Negotiations.

a. The Union's Negotiating Team shall consist of not more than nine (9) members, eight (8) of whom may be employees. County employees participating in such negotiations will be allowed to do so without loss of pay.

b. Observers and/or working staff sponsored by the Union or County may be in attendance with the negotiating teams. Such attendance for the Union by a bargaining unit employee shall be on the employee's own time.

c. Resource people may be called upon to make statements and answer questions at the negotiating meetings, but will not be permitted to be present after their statement and any questions are concluded. Such attendance for the Union by a bargaining unit employee shall be on the employee's own time.

d. Prior to negotiations, representatives of the County's and the Union's Negotiating Teams will jointly establish any other necessary general negotiating ground rules.

9. Uniforms and Protective Clothing.

If an employee is required to wear a uniform, protective clothing, or any type of protective device, such uniform, protective clothing, or protective device shall be furnished by the County; the cost of

maintaining the uniform or protective clothing, or device including initial tailoring, shall be paid by the County, in accordance with the current practice.

All heavy equipment operators, when required to service heavy equipment on the job, shall be provided coveralls laundered as needed by the County. Employees who are working under such conditions as to make protective rubber boots necessary shall be provided with those boots by the County. Coveralls or smocks will be provided in other jobs in accordance with existing practices.

10. Loss of Personal Property.

Employees who suffer loss of personal property arising out of the performance of their duties and who have insurance claims for such loss denied, may submit such claims to the Employee Relations Committee for review. Approval of claims shall be subject to agreement by both the County and the Union.

ARTICLE 25SAVINGS CLAUSE AND FUNDING1. Savings Clause.

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

2. Funding.

The parties recognize that revenue needed to fund the wages and benefits and budget related existing conditions provided by the Agreement must be approved annually by established budget procedures. All such wages, benefits, and budget related conditions are, therefore, contingent upon sources of revenue and annual

budget certification by the Tax Supervising and Conservation Committee. The County has no intention of cutting the wages, benefits, or budget related existing conditions specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

The Board of County Commissioners agrees to include in its annual budget amounts sufficient to fund the wages, benefits, and budget related existing conditions provided by this Agreement, but makes no guarantee as to the certification of such budget pursuant to established budget procedures under Oregon law.

In the event of a delay in such certification, the County will make every reasonable effort to correct whatever budget deficiencies that exist, if any, in order to obtain certification. Retroactive monetary adjustment shall be made if any scheduled economic improvement is delayed due to a delay in certification, unless otherwise precluded by State or Federal law or administrative regulation.

ARTICLE 26ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by Article 4 (Management Rights) unless such rights are specifically limited by the rules and regulations of the Employee Services Division, and by Multnomah County Code 3.10 or its successor. The County and the Union for the life of the Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement,

even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

Nothing in this Article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement; nor shall the Union and the County Chair or his or her designee(s) for labor relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

ARTICLE 27TERMINATION

This Agreement shall be effective as of the First day of July, 1991, unless otherwise provided herein, and shall remain in full force and effect through the 30th day of June, 1992, and shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than January 31, 1992, that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have set
their hands this ____ day of _____, 1991.

MULTNOMAH COUNTY EMPLOYEES
UNION, LOCAL 88, AFSCME,
AFL-CIO

BY _____
President

BY _____
Vice President

BY _____
Secretary

BY _____
Treasurer

BY _____
Jim Smith
Council Representative
AFSCME Council 75

NEGOTIATED BY:

Ken Upton
Labor Relations Manager
Multnomah County, Oregon

REVIEWED:

Laurence Kressel
County Counsel
Multnomah County, Oregon

MULTNOMAH COUNTY, OREGON
CHAIR

BY _____
County Chair

MULTNOMAH COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

BY _____
Commissioner

BY _____
Commissioner

BY _____
Commissioner

BY _____
Commissioner

BY _____
Auditor

BY _____
District Attorney

BY _____
Sheriff

IN WITNESS WHEREOF, the parties hereto have set
their hands this 5th day of December, 1991.

MULTNOMAH COUNTY EMPLOYEES
UNION, LOCAL 88, AFSCME,
AFL-CIO

BY [Signature]
President

BY [Signature]
Vice President

BY [Signature]
Secretary

BY [Signature]
Treasurer

MULTNOMAH COUNTY, OREGON
CHAIR

BY [Signature]
County Chair

MULTNOMAH COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

BY [Signature]
Commissioner

BY [Signature]
Commissioner

BY [Signature]
Commissioner

BY [Signature]
Commissioner

BY [Signature]
Auditor

BY [Signature]
Jim Smith
Council Representative
AFSCME Council 75

BY [Signature]
District Attorney

BY [Signature]
Sheriff

NEGOTIATED BY:

[Signature]
Ken Upton
Labor Relations Manager
Multnomah County, Oregon

REVIEWED:

[Signature]
Laurence Kressel
County Counsel
Multnomah County, Oregon

ADDENDUM A
CLASSIFICATIONS INCLUDED IN THE
BARGAINING UNIT

Classifications included in the bargaining unit are listed in job class order on the following "Salary Ranges - General Employees Bargaining Unit". Excluded positions within a listed classification are as follows:

Office Assistant 2	Employees assigned to Employee Services, Payroll, or Labor Relations.
Fiscal Specialist 1, and Fiscal Specialist 2	Payroll positions.
Administrative Secretary	Each Department Director's Secretary.
Legal Secretary	County Counsel.
Word Processing Operator	Positions assigned to the word processing center for the Labor Relations Section.

This listing does not preclude the inclusion or exclusion of positions during the term of the Agreement in accordance with the provisions of Article 3.

Wages effective July 1, 1991

SORTED BY JOB TITLE

JOB CLASS NUMBER	FEDERAL CODE	JOB TITLE	BARGAINING UNIT	PAY 1	STEPS 2	3	4	5	6	7	8	9	10
6005	05	ADMINISTRATIVE SECRETARY	0088	10.61	10.93	11.25	11.60	11.94	12.30	.00	.00	.00	.00
6288	02	ALCOHOL/DRUG EVAL SPEC/LEAD*	0088	12.45	13.16	13.57	14.41	14.85	15.71	16.32	16.98	.00	.00
6291	02	ALCOHOL/DRUG EVALUATION SPEC	0088	11.86	12.53	12.92	13.72	14.14	14.96	15.54	16.17	.00	.00
6065	09	ANIMAL CARE TECHNICIAN	0088	9.31	9.55	9.80	10.11	10.45	10.77	.00	.00	.00	.00
6064	09	ANIMAL CARE TECHNICIAN/LEAD *	0088	10.24	10.50	10.78	11.12	11.50	11.85	.00	.00	.00	.00
6069	09	ANIMAL CONTROL AIDE	0088	8.25	8.46	8.70	8.96	9.20	9.47	.00	.00	.00	.00
6072	05	ANIMAL CONTROL DISPATCHER	0088	9.15	9.44	9.72	10.01	10.30	10.62	.00	.00	.00	.00
6068	13	ANIMAL CONTROL FIELD SUPR	0088	11.70	12.05	12.41	12.79	13.17	13.56	.00	.00	.00	.00
6071	05	ANIMAL CONTROL OFFICE ASST	0088	8.31	8.58	8.79	9.05	9.31	9.56	9.84	10.12	.00	.00
6067	13	ANIMAL CONTROL OFFICER	0088	11.14	11.47	11.82	12.17	12.54	12.92	.00	.00	.00	.00
6063	13	ANIMAL CONTROL OFFICER/LEAD *	0088	11.69	12.05	12.41	12.78	13.17	13.57	.00	.00	.00	.00
6066	14	ANIMAL HEALTH TECHNICIAN	0088	10.11	10.45	10.77	11.11	11.40	11.72	.00	.00	.00	.00
6043	03	APPRAISAL SPECIALIST	0088	11.14	11.47	11.82	12.17	12.54	12.92	.00	.00	.00	.00
6046	06	ARBORIST	0088	11.34	11.67	12.00	12.36	12.73	13.10	.00	.00	.00	.00
6011	02	ASBESTOS PROJECT SPECIALIST	0088	13.16	13.53	13.94	14.36	14.73	15.18	15.63	16.09	.00	.00
6133	06	BLACKSMITH	0088	14.03	14.41	14.78	.00	.00	.00	.00	.00	.00	.00
6181	06	BODY AND FENDER MECHANIC	0088	14.03	14.41	14.78	.00	.00	.00	.00	.00	.00	.00
6060	06	BRIDGE MAINTENANCE MECHANIC	0088	14.03	14.41	14.78	.00	.00	.00	.00	.00	.00	.00
6059	09	BRIDGE OPERATOR	0088	9.02	9.25	9.52	9.81	10.12	10.43	.00	.00	.00	.00
6147	06	CARPENTER	0088	14.26	.00	.00	.00	.00	.00	.00	.00	.00	.00
6148	06	CARPENTER/LEAD *	0088	14.95	.00	.00	.00	.00	.00	.00	.00	.00	.00
6149	06	CARPENTER/LOCKSMITH	0088	14.26	.00	.00	.00	.00	.00	.00	.00	.00	.00
6082	03	CARTOGRAPHER	0088	11.95	12.31	12.65	13.04	13.39	13.78	14.20	14.64	.00	.00
6299	14	CASE MANAGEMENT ASSISTANT	0088	8.31	8.58	8.79	9.05	9.31	9.56	9.84	10.12	.00	.00
6298	14	CASE MANAGER 1	0088	9.50	9.77	10.03	10.32	10.64	10.93	11.24	11.59	11.93	.00
6297	02	CASE MANAGER 2	0088	12.29	12.65	13.04	13.43	13.83	14.24	.00	.00	.00	.00
6296	02	CASE MANAGER/SENIOR	0088	12.91	13.29	13.69	14.10	14.53	14.95	.00	.00	.00	.00
6093	06	CHEMICAL APPLICATOR OPERATOR	0088	11.34	11.67	12.00	12.36	12.73	13.10	.00	.00	.00	.00
6343	14	CHILD DEVELOPMENT SPECIALIST	0088	11.14	11.47	11.82	12.17	12.54	12.92	.00	.00	.00	.00
6259	14	CIVIL DEPUTY	0088	11.34	11.67	12.00	12.36	12.73	13.10	.00	.00	.00	.00
6260	14	CIVIL DEPUTY/LEAD *	0088	12.25	12.60	12.96	13.36	13.74	14.15	.00	.00	.00	.00
6235	02	CIVIL ENGINEER/ASSISTANT	0088	15.78	16.24	16.73	17.20	17.70	18.25	.00	.00	.00	.00
6236	02	CIVIL ENGINEER/ASSOCIATE	0088	16.91	17.39	17.88	18.39	18.97	19.55	.00	.00	.00	.00
6003	05	CLERICAL UNIT SUPERVISOR	0088	11.14	11.47	11.82	12.17	12.54	12.92	.00	.00	.00	.00
6081	02	COMMUNITY DEVELOPMENT SPEC	0088	13.16	13.53	13.94	14.36	14.73	15.18	.00	.00	.00	.00
6013	14	COMMUNITY INFORMATION SPEC	0088	11.14	11.47	11.82	12.17	12.54	12.92	.00	.00	.00	.00
6367	02	COMMUNITY LIAISON SPECIALIST	0088	13.16	13.53	13.94	14.36	14.73	15.18	15.63	16.09	.00	.00
6287	14	COMMUNITY SER PLACE SPEC/LEAD*	0088	11.70	12.04	12.41	12.78	13.17	13.57	.00	.00	.00	.00
6255	14	COMMUNITY SERVICE OFFICER	0088	11.70	12.05	12.41	12.79	13.17	13.56	.00	.00	.00	.00
6269	14	COMMUNITY SERVICE PLACE SPEC	0088	11.14	11.47	11.82	12.17	12.54	12.92	.00	.00	.00	.00
6267	14	COMMUNITY WORKS LEADER	0088	10.89	11.20	11.53	11.87	12.24	12.58	.00	.00	.00	.00
6041	03	COMPUTER SYSTEMS OPERATOR	0088	12.20	12.53	12.87	13.37	13.77	14.19	14.57	15.01	.00	.00
7226	03	COMPUTER TECHNICIAN/LIBRARY	0088	8.73	8.99	9.26	9.54	9.83	10.12	.00	.00	.00	.00
6017	02	CONSTRUCTION PROJECT SPEC	0088	13.16	13.53	13.94	14.36	14.73	15.18	15.63	16.09	.00	.00
6016	02	CONSTRUCTION PROJECT SPEC/SR	0088	14.58	15.02	15.47	15.93	16.41	16.90	.00	.00	.00	.00
6010	14	CONSTRUCTION PROJECT TECH	0088	10.89	11.20	11.53	11.87	12.24	12.58	.00	.00	.00	.00
6268	02	CORRECTIONS COUNSELOR	0088	11.86	12.53	12.92	13.72	14.14	14.96	15.54	16.17	.00	.00
6270	02	CORRECTIONS COUNSELOR/LEAD *	0088	12.67	13.39	13.79	14.65	15.10	15.98	16.59	17.26	.00	.00
6264	02	CORRECTIONS HEARINGS OFFICER	0088	13.72	14.14	14.54	14.96	15.39	15.82	16.28	16.74	.00	.00

*Premium Pay - not a classification (See Addenda D and E).

SORTED BY JOB TITLE

JOB CLASS NUMBER	FEDERAL CODE	JOB TITLE	BARGAINING UNIT	PAY 1	STEPS 2	3	4	5	6	7	8	9	10
6266	14	CORRECTIONS TECHNICIAN	0088	10.11	10.41	10.72	11.05	11.38	11.71	.00	.00	.00	.00
6265	14	CORRECTIONS TECHNICIAN/LEAD *	0088	10.79	11.12	11.45	11.80	12.15	12.51	.00	.00	.00	.00
6114	09	CUSTODIAN	0088	8.57	9.06	9.58	.00	.00	.00	.00	.00	.00	.00
6115	09	CUSTODIAN/LEAD *	0088	9.15	9.68	10.23	.00	.00	.00	.00	.00	.00	.00
6249	14	D A INVESTIGATOR	0088	13.37	13.94	14.43	15.01	15.59	16.21	.00	.00	.00	.00
6250	14	D A INVESTIGATOR/LEAD *	0088	14.03	14.64	15.15	15.76	16.38	17.02	.00	.00	.00	.00
6073	14	DATA ANALYST	0088	13.16	13.53	13.94	14.36	14.73	15.18	15.63	16.09	.00	.00
6007	05	DATA ENTRY OPERATOR	0088	8.62	8.89	9.10	9.36	9.62	9.88	10.16	10.43	.00	.00
6008	05	DATA PROCESSING CLERK	0088	8.31	8.58	8.79	9.05	9.31	9.56	9.84	10.12	.00	.00
6014	14	DATA PROCESSING SPECIALIST 1	0088	11.59	11.95	12.29	12.64	13.03	13.42	.00	.00	.00	.00
6023	02	DATA PROCESSING SPECIALIST 2	0088	13.16	13.53	13.94	14.36	14.73	15.18	15.63	16.09	.00	.00
6074	14	DATA TECHNICIAN	0088	10.89	11.20	11.53	11.87	12.24	12.58	.00	.00	.00	.00
6346	03	DENTAL ASSISTANT/LEAD *	0088	8.64	8.92	9.14	9.42	9.69	9.95	10.24	10.52	.00	.00
6347	03	DENTAL ASSISTANT/RECEPTIONIST	0088	8.31	8.58	8.79	9.05	9.31	9.56	9.84	10.12	.00	.00
6348	03	DENTAL HYGIENIST	0088	11.46	11.81	12.21	12.47	12.85	13.23	.00	.00	.00	.00
6282	03	DEPUTY MEDICAL EXAMINER	0088	12.36	12.73	13.07	13.48	13.85	14.22	.00	.00	.00	.00
6292	02	DEPUTY PUBLIC GUARDIAN	0088	13.16	13.53	13.94	14.36	14.73	15.18	15.63	16.09	.00	.00
6124	09	DRIVER	0088	9.14	9.36	9.63	9.90	10.19	.00	.00	.00	.00	.00
6015	14	ELECTIONS COORDINATOR	0088	11.80	12.15	12.46	12.86	13.24	13.65	.00	.00	.00	.00
6118	14	ELECTIONS MATERIALS COORD	0088	10.68	11.01	11.33	11.64	11.97	12.31	.00	.00	.00	.00
6117	14	ELECTIONS PROJECTS ASSISTANT	0088	9.16	9.44	9.72	10.01	10.31	10.63	.00	.00	.00	.00
6108	14	ELECTIONS SPECIALIST	0088	11.14	11.47	11.82	12.17	12.54	12.92	.00	.00	.00	.00
6300	14	ELIGIBILITY SPECIALIST	0088	9.50	9.77	10.03	10.32	10.64	10.93	11.24	11.59	11.93	.00
6301	14	ELIGIBILITY SPECIALIST/LEAD*	0088	9.98	10.26	10.53	10.84	11.17	11.48	11.80	12.17	12.53	.00
6230	03	ENGINEER TECHNICIAN/AIDE	0088	11.48	11.80	12.15	12.40	12.86	13.24	.00	.00	.00	.00
6231	03	ENGINEER TECHNICIAN/ASSISTANT	0088	12.46	12.86	13.24	13.61	13.98	14.39	.00	.00	.00	.00
6232	03	ENGINEER TECHNICIAN/ASSOCIATE	0088	13.36	13.79	14.25	14.72	15.19	15.71	.00	.00	.00	.00
6234	03	ENGINEER TECHNICIAN/PRINCIPAL	0088	16.91	17.39	17.88	18.39	18.97	19.55	.00	.00	.00	.00
6233	03	ENGINEER TECHNICIAN/SENIOR	0088	15.78	16.24	16.73	17.20	17.70	18.25	.00	.00	.00	.00
6180	06	EQUIPMENT MECHANIC 1	0088	10.92	11.24	11.58	11.93	12.29	12.65	.00	.00	.00	.00
6182	06	EQUIPMENT MECHANIC 2	0088	14.03	14.41	14.78	.00	.00	.00	.00	.00	.00	.00
6183	06	EQUIPMENT MECHANIC 2/LEAD *	0088	15.43	15.85	16.25	.00	.00	.00	.00	.00	.00	.00
6161	09	EXPO OPERATIONS WORKER	0088	9.31	9.63	10.01	10.26	10.56	10.89	11.18	.00	.00	.00
6094	09	FACILITIES MAINTENANCE WORKER	0088	9.31	9.63	10.01	10.26	10.56	10.89	11.18	.00	.00	.00
6257	13	FACILITY SECURITY OFF/LEAD *	0088	10.26	10.56	10.90	11.21	11.55	11.90	.00	.00	.00	.00
6258	13	FACILITY SECURITY OFFICER	0088	9.16	9.44	9.73	10.01	10.31	10.63	.00	.00	.00	.00
6028	05	FISCAL ASSISTANT	0088	8.31	8.58	8.79	9.05	9.31	9.56	9.84	10.12	.00	.00
6027	05	FISCAL ASSISTANT/SENIOR	0088	10.11	10.41	10.72	11.05	11.38	11.71	.00	.00	.00	.00
6029	14	FISCAL SPECIALIST 1	0088	11.14	11.47	11.82	12.17	12.54	12.92	.00	.00	.00	.00
6030	02	FISCAL SPECIALIST 2	0088	13.16	13.53	13.94	14.36	14.73	15.18	15.63	16.09	.00	.00
6184	14	FLEET SPECIALIST	0088	13.16	13.53	13.94	14.36	14.73	15.18	15.63	16.09	.00	.00
6125	09	GARAGE ATTENDANT	0088	8.50	9.02	9.54	.00	.00	.00	.00	.00	.00	.00
6047	06	GARDENER	0088	10.44	10.71	11.04	11.34	11.67	12.02	.00	.00	.00	.00
6048	06	GARDENER/SENIOR	0088	11.34	11.67	12.00	12.36	12.73	13.10	.00	.00	.00	.00
7207	02	GRAPHIC ARTIST	0088	11.37	11.71	12.06	12.42	12.80	13.18	.00	.00	.00	.00
6294	14	HEALTH ASSISTANT	0088	8.31	8.58	8.79	9.05	9.31	9.56	9.84	10.12	.00	.00
6293	14	HEALTH ASSISTANT/INTERPRETER*	0088	8.73	9.01	9.23	9.50	9.78	10.04	10.34	10.62	.00	.00
6289	14	HEALTH ASSISTANT/LEAD*	0088	8.73	9.01	9.23	9.50	9.78	10.04	10.34	10.62	.00	.00
6290	14	HEALTH ASST/INTERPRETER/LEAD*	0088	9.17	9.46	9.69	9.98	10.27	10.54	10.86	11.15	.00	.00

SORTED BY JOB TITLE

JOB CLASS NUMBER	FEDERAL CODE	JOB TITLE	BARGAINING UNIT	PAY 1	STEPS 2	3	4	5	6	7	8	9	10
6352	02	HEALTH EDUCATOR	0088	13.54	13.95	14.37	14.81	15.25	15.71	.00	.00	.00	.00
6351	14	HEALTH INFO SPEC/SR/LEAD*	0088	12.53	12.90	13.30	13.69	14.10	14.53	.00	.00	.00	.00
6019	05	HEALTH INFORMATION SPEC 1	0088	9.52	9.77	10.06	10.36	10.64	10.95	.00	.00	.00	.00
6018	14	HEALTH INFORMATION SPEC 2	0088	10.89	11.20	11.53	11.87	12.24	12.58	.00	.00	.00	.00
6024	14	HEALTH INFORMATION SPEC/SENIOR	0088	11.93	12.29	12.67	13.04	13.43	13.84	.00	.00	.00	.00
6177	06	HEAVY EQUIPMENT OPERATOR	0088	14.03	14.41	14.78	.00	.00	.00	.00	.00	.00	.00
6079	02	HOUSING REHABILITATION SPEC	0088	14.41	14.83	15.24	15.72	16.17	16.64	.00	.00	.00	.00
6280	05	INVESTIGATIVE ASSISTANT	0088	10.11	10.41	10.72	11.05	11.38	11.71	.00	.00	.00	.00
6262	09	JAIL STEWARD	0088	11.34	11.67	12.00	12.36	12.74	13.14	.00	.00	.00	.00
6261	09	JAIL STEWARD/LEAD *	0088	12.10	12.46	12.80	13.19	13.60	14.01	.00	.00	.00	.00
6272	02	JUVENILE COUNSELOR	0088	11.86	12.53	12.92	13.72	14.14	14.96	15.54	16.17	.00	.00
6271	02	JUVENILE COUNSELOR/LEAD *	0088	12.67	13.39	13.79	14.65	15.10	15.98	16.59	17.26	.00	.00
6275	14	JUVENILE EDUCATION COORDINATOR	0088	11.14	11.47	11.82	12.17	12.54	12.92	.00	.00	.00	.00
6274	13	JUVENILE GROUPWORK SUPERVISOR	0088	13.98	14.41	14.83	15.24	15.72	16.17	.00	.00	.00	.00
6273	13	JUVENILE GROUPWORKER	0088	11.14	11.47	11.82	12.17	12.54	12.92	.00	.00	.00	.00
6332	14	LABORATORY ASSISTANT	0088	7.92	8.16	8.40	8.65	8.91	9.19	.00	.00	.00	.00
6335	02	LABORATORY SPECIALIST	0088	13.54	13.95	14.37	14.81	15.25	15.71	.00	.00	.00	.00
6333	03	LABORATORY TECHNICIAN	0088	10.11	10.41	10.72	11.05	11.38	11.71	.00	.00	.00	.00
6246	14	LEGAL ASSISTANT	0088	10.86	11.15	11.45	11.83	12.16	12.47	.00	.00	.00	.00
6243	14	LEGAL ASSISTANT/LEAD *	0088	11.94	12.27	12.60	13.01	13.38	13.71	.00	.00	.00	.00
6006	05	LEGAL SECRETARY	0088	9.84	10.12	10.41	10.70	10.99	11.32	.00	.00	.00	.00
7221	02	LIBRARIAN 1	0088	13.16	13.55	.00	.00	.00	.00	.00	.00	.00	.00
7222	02	LIBRARIAN 2	0088	14.51	14.94	15.39	15.85	16.33	16.82	.00	.00	.00	.00
7211	14	LIBRARY ASSISTANT	0088	10.83	11.15	11.49	11.83	12.19	12.55	.00	.00	.00	.00
7212	14	LIBRARY ASSISTANT/SENIOR	0088	11.94	12.29	12.66	13.04	13.43	13.84	.00	.00	.00	.00
7201	05	LIBRARY CLERK 1	0088	7.26	7.67	8.12	.00	.00	.00	.00	.00	.00	.00
7202	05	LIBRARY CLERK 2	0088	8.31	8.58	8.79	9.05	9.31	9.56	9.84	10.12	.00	.00
7229	09	LIBRARY DELIVERY DRIVER	0088	9.21	9.49	9.77	10.06	10.36	10.67	.00	.00	.00	.00
7225	09	LIBRARY MATERIALS PROC/LEAD *	0088	8.31	8.56	8.81	9.08	9.36	9.63	.00	.00	.00	.00
7224	09	LIBRARY MATERIALS PROCESSOR	0088	7.49	7.71	7.94	8.18	8.43	8.68	.00	.00	.00	.00
7223	02	LIBRARY OUTREACH SPECIALIST	0088	13.82	14.23	14.66	15.10	15.55	16.02	.00	.00	.00	.00
7203	09	LIBRARY PAGE	0088	7.00	7.21	7.43	7.65	7.88	8.12	.00	.00	.00	.00
7204	09	LIBRARY PAGE/SENIOR	0088	7.70	7.93	8.17	8.42	8.67	8.93	.00	.00	.00	.00
6070	13	LICENSE COMPLIANCE OFFICER	0088	9.31	9.55	9.80	10.11	10.45	10.77	.00	.00	.00	.00
7205	05	MAIL CLERK	0088	7.26	7.67	8.12	.00	.00	.00	.00	.00	.00	.00
6096	09	MAINTENANCE CREW LEADER	0088	11.53	11.86	12.20	12.53	12.92	13.29	.00	.00	.00	.00
6092	09	MAINTENANCE WORKER	0088	9.63	10.01	10.26	10.56	10.89	11.18	11.51	.00	.00	.00
6369	02	MARRIAGE AND FAMILY COUNSELOR	0088	14.67	15.11	15.54	15.99	16.47	16.96	.00	.00	.00	.00
6256	14	MCSO PERSONNEL ANALYST	0088	11.14	11.47	11.82	12.17	12.54	12.92	.00	.00	.00	.00
6321	14	MEDICAL RECORDS TECHNICIAN	0088	10.61	10.93	11.25	11.60	11.94	12.30	.00	.00	.00	.00
6009	05	MEDICAL SERVICES CLERK	0088	10.11	10.41	10.72	11.05	11.38	11.71	.00	.00	.00	.00
6365	02	MENTAL HEALTH CONSULTANT	0088	14.22	14.65	15.09	15.54	16.01	16.49	.00	.00	.00	.00
6366	02	MENTAL HEALTH CONSULTANT/LEAD*	0088	14.93	15.38	15.84	16.31	16.81	17.32	.00	.00	.00	.00
6340	02	NUTRITIONIST'	0088	13.54	13.95	14.37	14.81	15.25	15.71	.00	.00	.00	.00
6341	02	NUTRITIONIST/LEAD*	0088	14.22	14.65	15.09	15.55	16.01	16.50	.00	.00	.00	.00
6000	05	OFFICE ASSISTANT 1	0088	7.26	7.67	8.12	.00	.00	.00	.00	.00	.00	.00
6001	05	OFFICE ASSISTANT 2	0088	8.31	8.58	8.79	9.05	9.31	9.56	9.84	10.12	.00	.00
6002	05	OFFICE ASSISTANT/SENIOR	0088	10.11	10.41	10.72	11.05	11.38	11.71	.00	.00	.00	.00
7206	09	OUTREACH DRIVER	0088	9.20	9.48	9.76	10.06	10.36	10.67	.00	.00	.00	.00

SORTED BY JOB TITLE

JOB CLASS NUMBER	FEDERAL CODE	JOB TITLE	BARGAINING UNIT	PAY 1	STEPS 2	3	4	5	6	7	8	9	10
6052	09	PARK RANGER	0088	10.71	11.04	11.34	11.67	12.00	12.35	.00	.00	.00	.00
6286	14	PATHOLOGIST ASSISTANT	0088	11.53	11.86	12.20	12.53	12.92	13.29	.00	.00	.00	.00
6119	14	PHARMACY TECHNICIAN	0088	9.62	9.92	10.21	10.52	10.84	11.16	.00	.00	.00	.00
6316	02	PHYSICIAN ASSISTANT	0088	15.86	16.41	16.92	17.42	18.24	18.74	.00	.00	.00	.00
6075	02	PLANNER	0088	13.64	14.00	14.41	14.83	15.24	15.72	16.17	16.64	.00	.00
6078	02	PLANNER/SENIOR	0088	16.17	16.61	17.10	17.59	18.11	18.63	.00	.00	.00	.00
7209	02	PRINTING PRODUCTION SPECIALIST	0088	11.94	12.29	12.66	13.04	13.43	13.84	.00	.00	.00	.00
7230	09	PRINTSHOP ASSISTANT	0088	8.73	8.99	9.26	9.54	9.83	10.12	.00	.00	.00	.00
6022	14	PROGRAM COORDINATOR	0088	12.29	12.65	13.04	13.43	13.83	14.24	.00	.00	.00	.00
6021	02	PROGRAM DEVELOPMENT SPEC	0088	13.16	13.53	13.94	14.36	14.73	15.18	15.63	16.09	.00	.00
6026	02	PROGRAM DEVELOPMENT SPEC/LEAD*	0088	13.81	14.21	14.64	15.08	15.48	15.95	16.42	16.90	.00	.00
6020	14	PROGRAM DEVELOPMENT TECH	0088	10.89	11.20	11.53	11.87	12.24	12.58	.00	.00	.00	.00
6033	03	PROGRAMMER ANALYST 1	0088	12.29	12.63	12.99	13.37	13.77	14.19	.00	.00	.00	.00
6035	03	PROGRAMMER ANALYST 2	0088	14.18	14.57	15.03	15.42	15.87	16.38	.00	.00	.00	.00
6034	03	PROGRAMMER ANALYST SR/LEAD *	0088	16.67	17.19	17.71	18.18	18.77	19.32	.00	.00	.00	.00
6031	03	PROGRAMMER ANALYST/SENIOR	0088	15.87	16.38	16.87	17.32	17.87	18.40	.00	.00	.00	.00
6051	03	PROPERTY APPRAISER TECHNICIAN	0088	10.89	11.20	11.53	11.87	12.24	12.58	.00	.00	.00	.00
6044	03	PROPERTY APPRAISER TRAINEE	0088	10.89	11.45	.00	.00	.00	.00	.00	.00	.00	.00
6049	03	PROPERTY APPRAISER/COMMERCIAL	0088	12.02	12.64	13.25	13.85	14.46	15.11	.00	.00	.00	.00
6050	03	PROPERTY APPRAISER/PERSONAL	0088	12.02	12.64	13.25	13.85	14.46	15.11	.00	.00	.00	.00
6042	03	PROPERTY APPRAISER/RESIDENTIAL	0088	12.02	12.64	13.25	13.85	14.46	15.11	.00	.00	.00	.00
6113	14	PROPERTY MANAGEMENT SPECIALIST	0088	13.16	13.53	13.94	14.36	14.73	15.18	15.63	16.09	.00	.00
7208	02	PUBLICATION SPECIALIST	0088	11.37	11.71	12.06	12.42	12.80	13.18	.00	.00	.00	.00
6112	14	PURCHASING SPECIALIST 1	0088	10.89	11.20	11.53	11.87	12.24	12.58	.00	.00	.00	.00
6111	02	PURCHASING SPECIALIST 2	0088	13.16	13.53	13.94	14.36	14.73	15.18	15.63	16.09	.00	.00
6116	14	RECORDS ADMINISTRATION ASST	0088	10.11	10.41	10.72	11.05	11.37	11.71	.00	.00	.00	.00
6211	03	RIGHT OF WAY PERMITS/CHIEF	0088	15.49	15.94	16.42	16.91	17.39	17.90	.00	.00	.00	.00
6356	02	SANITARIAN	0088	13.54	13.95	14.37	14.81	15.25	15.71	.00	.00	.00	.00
6357	02	SANITARIAN/CHIEF	0088	14.93	15.38	15.84	16.31	16.80	17.32	.00	.00	.00	.00
6358	02	SANITARIAN/LEAD *	0088	14.22	14.65	15.09	15.55	16.01	16.49	.00	.00	.00	.00
6245	09	SEWING SPECIALIST	0088	7.92	8.16	8.40	8.65	8.91	9.19	.00	.00	.00	.00
6278	05	SHERIFFS OPERATIONS TECH SUPR	0088	11.14	11.47	11.82	12.17	12.54	12.92	.00	.00	.00	.00
6277	05	SHERIFFS OPERATIONS TECH TRAIN	0088	8.71	.00	.00	.00	.00	.00	.00	.00	.00	.00
6279	05	SHERIFFS OPERATIONS TECHNICIAN	0088	9.15	9.44	9.72	10.01	10.30	10.62	.00	.00	.00	.00
6295	02	SOCIAL WORKER	0088	14.93	15.38	15.84	16.31	16.80	17.32	.00	.00	.00	.00
7227	09	STACK SERVICES ASSISTANT	0088	9.62	9.91	10.21	10.52	10.83	11.16	.00	.00	.00	.00
6098	06	STRIPER OPERATOR	0088	11.34	11.67	12.00	12.36	12.73	13.10	.00	.00	.00	.00
6248	05	SUPPORT ENFORCEMENT TECHNICIAN	0088	10.61	10.93	11.25	11.60	11.94	12.30	.00	.00	.00	.00
6091	03	SURVEY SPECIALIST	0088	15.78	16.24	16.73	17.20	17.70	18.25	.00	.00	.00	.00
6038	03	SYSTEMS PROGRAMMER	0088	18.19	18.74	19.28	19.81	20.44	21.08	.00	.00	.00	.00
6036	03	SYSTEMS PROGRAMMER/LEAD *	0088	19.10	19.68	20.24	20.81	21.46	22.13	.00	.00	.00	.00
6025	14	TAX COLLECTION SPECIALIST	0088	11.13	11.48	11.80	12.15	12.46	12.80	.00	.00	.00	.00
6045	14	TAX EXEMPTION SPECIALIST	0088	13.16	13.53	13.94	14.36	14.73	15.18	15.63	16.09	.00	.00
7210	14	TECHNICAL SERVICES ASSISTANT	0088	10.83	11.15	11.49	11.83	12.19	12.55	.00	.00	.00	.00
6145	14	TELECOMMUNICATION OFFICE SPEC	0088	13.16	13.53	13.94	14.36	14.73	15.18	15.63	16.09	.00	.00
6146	03	TELECOMMUNICATION TECH SPEC	0088	13.16	13.53	13.94	14.36	14.73	15.18	15.63	16.09	.00	.00
6076	02	TRANSPORTATION PLANNING SPEC	0088	13.64	14.00	14.41	14.83	15.24	15.72	16.17	16.64	.00	.00
6173	06	TRUCK DRIVER	0088	10.71	11.04	11.34	11.67	12.00	12.35	.00	.00	.00	.00
6247	14	VICTIM ADVOCATE	0088	11.86	12.53	12.92	13.72	14.14	14.96	15.54	16.17	.00	.00

SORTED BY JOB TITLE

JOB CLASS NUMBER	FEDERAL CODE	JOB TITLE	BARGAINING UNIT	PAY 1	STEPS 2	3	4	5	6	7	8	9	10
6263	02	VOLUNTEER COORDINATOR	0088	13.16	13.53	13.94	14.36	14.73	15.18	15.63	16.09	.00	.00
7228	14	VOLUNTEER SERVICES ASSISTANT	0088	10.83	11.15	11.49	11.83	12.19	12.55	.00	.00	.00	.00
6109	09	WAREHOUSE WORKER	0088	9.14	9.36	9.63	9.90	10.19	.00	.00	.00	.00	.00
6110	09	WAREHOUSE WORKER/CHIEF	0088	10.68	11.01	11.33	11.64	11.97	12.31	.00	.00	.00	.00
6004	05	WORD PROCESSING OPERATOR	0088	8.62	8.89	9.10	9.36	9.62	9.88	10.16	10.43	.00	.00
6032	05	WORD PROCESSING OPR/LEAD *	0088	9.05	9.34	9.56	9.83	10.11	10.37	10.67	10.95	.00	.00
6012	05	WORD PROCESSING UNIT SUPR	0088	11.14	11.47	11.82	12.17	12.54	12.92	.00	.00	.00	.00
6336	03	X-RAY TECHNICIAN	0088	10.22	10.47	10.78	11.11	11.40	11.72	.00	.00	.00	.00

ADDENDUM B
MULTNOMAH COUNTY, OREGON
Employee Organization Membership Dues
Payroll Deduction Authorization Plan

I, _____, having voluntarily elected to become a member of _____, do hereby authorize Multnomah County as my employer to deduct from my accrued earnings the amount of \$_____ per bi-weekly pay period.

This deduction shall be made only if my accrued earnings are sufficient to cover the above amount after all other authorized payroll deductions have been made.

I agree to indemnify, defend and hold the County harmless against any claims made or suits instituted against Multnomah County as a result of this authorization.

I understand that I may withdraw this authorization at such time as I terminate my membership in the above indicated employee organization or desire to make other payment arrangements directly with the employee organization involved.

Signed: _____ Date: _____
Name of Employee Month Day Year

Name of Employee Organization _____

ADDENDUM CMULTNOMAH COUNTY, OREGON
AUTHORIZATION FOR VOLUNTARY PAYROLL DEDUCTION
NATIONAL PEOPLE COMMITTEE

AFSCME LOCAL 88

LAST NAME FIRST MIDDLE

STREET

CITY STATE ZIP

SOCIAL SECURITY NUMBER

PER BI-WEEKLY PAY PERIOD

Effective the pay period beginning (date) _____
I request you deduct from my earnings, regular payroll
deductions in the amount authorized above for a voluntary
contribution to be paid to the Treasurer of the National
PEOPLE Committee, AFSCME, AFL-CIO, P.O. Box 6587,
Washington, D.C. 20009, to be used in accordance with the
Bylaws of the National PEOPLE Committee for the purpose of
making political contributions. My contribution is
voluntary and I understand that it is not required as a
condition of employment and that I may revoke this
authorization at any time by giving written notice.

SIGNATURE

DATE

ADDENDUM DLEADWORKER ASSIGNMENT AND PAY

1. Assignment and selection of lead workers shall be at the sole discretion of the County. Persons assigned as lead workers will not have the responsibility of initiating or effectively recommending formal discipline.

2. When in the judgment of the County, new lead worker assignments are necessary, the County shall establish a lead pay rate therefore and provide the Union with a copy of the new lead pay rate.

3. The lead pay rates for the following classes shall be calculated by increasing the base hourly pay rates by the following percentages:

a. Maintenance Carpenter Lead	4.8%
b. Bridge Operator Lead	15.2%
c. Equipment Mechanic Lead	10.0%
d. Mental Health Attendant Lead	4.2%
e. Corrections Counselor Lead	6.8%
f. Juvenile Counselor Lead	6.8%
g. Legal Assistant Lead	10.0%
h. Custodian Lead	6.8%
i. Animal Care Technician Lead	10.0%

j.	Civil Deputy Lead	8.0%
k.	Animal Control Officer Lead	5.0%
l.	School Mental Health Consultant Lead	5.0%
m.	Case Manager 2 Lead	5.0%
n.	Sr. Programmer/Analyst Lead	5.0%
o.	Program Development Specialist Lead	5.0%
p.	Dental Assistant/Receptionist Lead	4.0%
q.	Jail Steward Lead	6.7%
r.	Public Safety Aide Lead	12.0%
s.	District Attorney Investigator Lead	5.0%
t.	Software Systems Spec 2 Lead	5.0%
u.	Sanitarian Lead	5.0%

The parties recognize that the above list is a carry over from the 1988-1991 Agreement and has and will be subject to change in conformance with Sections "1" and "2" above.

ADDENDUM EPREMIUM PAY AND OTHER SPECIAL PROVISIONS1. ALL DEPARTMENTS:Computation

When computing the overtime rate, vacation or sick leave accrual due an employee receiving premium pay, such premium pay must be included when the employee is regularly assigned to premium work.

2. Word Processing Premium

It is recognized that there are a certain limited number of employees receiving word processing or data entry premium as of May 18, 1990, on a regular basis and who have not been reclassified as part of the Compensation and Classification study to a classification receiving a higher regular rate of pay. A full and complete listing of these individuals was examined as part of the bargaining process. Any such individual shall continue to receive the \$0.30 per hour premium as long as they continue to perform the duties of their current position.

3. DEPARTMENT OF ENVIRONMENTAL SERVICES:Transportation/Fleet/Park Services Division

a. Scoop. Maintenance Workers while assigned to operate the "scoop" will receive premium pay at the rate of forty cents (40¢) per hour.

b. Street Sweeper. Truck drivers and below while assigned to operate the "street sweeper" will receive premium pay at the rate of forty-five cents (45¢) per hour.

c. Truck Size. Truck drivers assigned to operate a truck rated over six yard capacity and/or a semi-truck (tractor and trailer) will receive premium pay at the rate of thirty cents (30¢) per hour.

d. Tar Truck. Truck drivers assigned to operate a Bituminous Distributor (Tar Truck) will receive premium pay at the rate of thirty cents (30¢) per hour.

e. Tools. The County agrees to replace all tools furnished by employees when such tools become damaged beyond usability or stolen on the job. A "proof of loss by theft" statement must be signed by the employee prior to recovery for theft. Management will provide any new special tools required to perform special work.

f. Coveralls and Boots. All Maintenance Workers, Maintenance Worker/Leads, Truck Drivers, and Heavy Equipment Operators in the Transportation Division will be issued, for County use, two pairs of coveralls which may be exchanged for laundered pairs on a weekly basis.

For the purpose of reimbursing for tar damage, field personnel assigned to the Transportation Division and the Fleet and Electronic Services Division shall, on an annual basis, and upon presentation of a receipt, be eligible for reimbursement up to an amount of fifty dollars (\$50) for work shoes or boots. These employees will be required to wear work shoes or boots.

g. Height Time Bonus Pay. When Bridge Maintenance Mechanics work on a structure at or above the 90 foot level, where scaffolding or special safety devices are used, the wage rate for such work shall be double the straight time hourly rate.

When the aforementioned work is performed on an overtime basis or on a holiday, the rate of pay shall be triple the straight time hourly rate.

h. Emergency Conditions. Special terms and conditions of employment during periods of emergency shall be governed by the Emergency Conditions Provisions (Environmental Services), Addendum G, incorporated herein.

i. Pay for Period Equipment Under Repair. Premium pay as provided in paragraphs "b." and "c." shall continue in the event the equipment to which drivers are normally assigned is down and under repair.

j. Overtime. When computing the overtime rate of an employee receiving premium pay in accordance with this section, such premium pay must be included when computing the overtime rate.

k. Motor Pool. The employee assigned to the Motor Pool lot during the meal period shall be required to work through his or her meal period. The work day for this employee shall be eight (8) hours including the "working lunch" cited above.

l. Rock Crusher. Any Maintenance Worker or Maintenance Worker/Lead permanently assigned to the Rock Crusher shall receive a premium of twenty cents (\$0.20) per hour for all hours worked.

4. DEPARTMENT OF GENERAL SERVICES – Assessment and Taxation.

Appraisers who receive a professional designation approved by the Director of the Division of Assessment and Taxation (approved designation includes but is not limited to those from the International Association of Assessing Officers, The American Institute of Real Estate Appraisers, The Society of Real Estate Appraisers, and the American Society of Appraisers), shall be entitled to fifty dollars (\$50) per month premium pay so long as they continue to remain qualified for and continue to possess the professional designation.

On and after July 1, 1976, approved designation shall not include those from the American Society of Appraisers. However, any employee receiving professional designation pay solely by virtue of such designation from the American Society of Appraisers shall be permitted to continue receiving designation pay so long as such approved designation is maintained.

5. DEPARTMENT OF HUMAN SERVICES: Dental Clinics/Juvenile Court.

a. Dental Clinics. Due to the operational requirements of dental clinics, the terms of Article 13.4. shall not apply to Dental Hygienists and Dental Assistants. These employees shall be allocated thirty (30) minutes per day to rest periods which management can either grant to employees during slack operational periods in the morning or afternoon or schedule in conjunction with lunch breaks. In no event, however, will break time during the day, scheduled or unscheduled, exceed thirty (30) minutes.

b. Juvenile Court Hours of Work - Juvenile Groupworkers. It is recognized that the eight (8) hour day shall include the thirty (30) minute meal period in accordance with the terms and conditions specified in

the Memorandum of Exception between the parties, dated January 30, 1981, to specifically include the continuation of any subsequent settlement agreement.

c. Health Assistant Translators. Any Health Assistant required to speak and understand a particular language other than English as a condition of employment, shall receive a premium of five percent (5%) of his or her regular rate of pay. The determination as to whether such requirement shall be a continuing condition of employment shall be at the discretion of management. If the requirement is terminated, the premium shall cease.

6. DEPARTMENT OF JUSTICE SERVICES: Justice Services, Office of the Medical Examiner.

Deputy Medical Examiners may be assigned sixteen (16) hours (four (4) one week, three (3) the next) or eight (8) hour shifts which shall include the thirty (30) minute meal period as time worked. Employees are considered on call during both meal periods and breaks and operational requirements may result in such breaks or meal periods being interrupted or missed without additional pay or such time being made up at a later date.

Employees working sixteen (16) hour shifts are not eligible for shift premium or overtime except for

hours in excess of eighty (80) hours in a bi-weekly pay period. Holiday observance and payment shall be in accordance with existing practice. Such employees are not eligible for the four (4) hour holiday on Christmas Eve or New Years Eve.

7. OFFICE OF THE SHERIFF

Sheriff's Office employees shall sign up for shifts and vacations in accordance with existing practice.

ADDENDUM FEMERGENCY CONDITIONS PROVISIONS (ENVIRONMENTAL SERVICES)1. Purpose

The purpose of this addendum is to set forth past practice governing wage entitlements for employees of the Transportation and Fleet Divisions during periods of emergency.

2. Agreement

a. An emergency is defined as inclement weather or other condition which in the judgment of the Director of the Transportation Division constitutes a present or imminent danger to the health, safety, or property of the people of Multnomah County.

b. During the term of such an emergency, the "work day" for pay purposes shall be the calendar day (midnight to midnight).

c. An employee sent home during the work day, regardless of whether or not the employee is recalled, shall receive a minimum of eight (8) hours of pay for that work day.

d. The total number of hours worked during the work day, regardless of how divided, shall be added to determine the total number of hours worked for pay purposes during the work day.

e. All hours worked in excess of eight (8) hours during the work day shall be compensated at the overtime rate of pay. However, on the first day of the emergency, any employee sent home and called back within the same work day shall receive an additional two (2) hours of overtime pay in addition to the compensation as computed and paid as the paragraph above.

f. All hours worked during swing and graveyard shifts shall be paid at the contractually required shift differential.

g. The provisions of the addendum shall be limited to the employees of the Transportation, Fleet and Parks Services Divisions.

ADDENDUM GAUTO ALLOWANCE AND COMPENSATION

a. Whenever an employee is temporarily required to report to work at any location more distant from his or her home than his or her permanent place of reporting, the employee shall be paid for the use of his or her personal transportation at the July 1, 1980, base rate of eighteen cents (18¢) per mile for the additional miles traveled, further adjusted upward or downward as per Subsection "d." below. This provision will not apply when there is a permanent change in reporting location as determined by management with ten (10) days' written notice to the affected employees and Union. In instances in which an employee has no permanent reporting place, the County will designate one (1) work site as a "permanent place of reporting" for purposes solely of mileage reimbursement under the terms of Subsections "a.", and "b." of this section. Payment for mileage will be made under this section when an individual has accumulated a minimum of twenty dollars (\$20.00) or at the end of the fiscal year whichever first occurs.

b. Whenever an employee reports to his or her permanent place of reporting and is required to use his or her personal transportation to report for work at another

location, the employee shall be paid eighteen cents (18¢) per mile for the additional miles traveled to and from the secondary reporting place further adjusted upward or downward as per Subsection "d." below. The time involved in traveling from the permanent reporting place to and from the secondary reporting location shall be considered time worked for pay purposes. Payment for mileage will be made under this section when an individual has accumulated a minimum of twenty dollars (\$20.00) or at the end of the fiscal year, whichever first occurs.

c. An employee who is required to use his or her personal transportation as a condition of employment shall be paid at the July 1, 1980, base rate of twenty-two cents (22¢) per mile for the first four hundred (400) miles and at the July 1, 1980, base rate of ten cents (10¢) per mile for all miles thereafter, further adjusted upward or downward as per Subsection "d." of this Article, plus twenty five dollars (\$25.00) per month (twelve dollars and fifty cents (\$12.50) for part-time employees), except that no employee shall be paid less than thirty-five dollars (\$35) per month (seventeen dollars and fifty cents (\$17.50) for part-time employees) provided that he or she is assigned to work in the field and use his or her personal transportation. In no event, however,

shall the aforementioned base or minimum payment be made in a month in which an employee drives no miles as a condition of employment. No commuting mileage shall be paid by the County. The County shall review with the Union work rules governing the reporting of mileage.

d. The July 1, 1980, base rate per mile reimbursement rates in paragraphs "a.", "b.", and "c." of this section shall be further adjusted upward or downward the first day of each quarter, in a continuation of the adjustments already made under the terms of Article 14.11 of the 1980-1982 Agreement, one-half cent (.5¢) for each seven and one-half cents (7.5¢) that the price of unleaded/regular is above or below the July 1, 1980, base price, as reported by the Bureau of Labor Statistics for the Portland, Oregon-Washington SMSA, "Gasoline Prices Per Gallon, U.S. City Average and Selected Areas".

e. Mileage reimbursement for employees of the Division of Assessment and Taxation shall be governed by the Memorandum of Exception between the parties, dated October 29, 1981.

f. The County reserves the right under Article 4 (Management Rights) to determine the method of transportation for employees during working hours and may discontinue

134

or add the requirement for employees occupying certain positions to utilize an automobile as a condition of employment provided the employees and Union are notified in writing ten (10) days in advance of the change.

ADDENDUM HProject Save - Memorandum of AgreementI. ISSUE/INTENT

It is recognized by both parties that employees who are to be displaced (laid off) because employees are least senior in assigned departmental classifications and having no bumping privileges under Article 21 and/or Personnel Rule 20.03-04, often face unique and difficult circumstances in being placed in alternative employment within the County.

This Memorandum of Agreement is entered into between Multnomah County and Multnomah County Employees Union Local 88 AFSCME for the purpose of providing and enhancing employment opportunities for such employees designated as Project Save participants.

II. TERMS

Employees who are placed as a result of Project Save in classifications not previously held or outside their promotional line shall be subject to a trial performance period of three (3) months to demonstrate his or her ability to perform/fulfill the requirements of the new classification.

Employees that are, in the opinion of the County, unsuccessful during this three (3) month trial period will be removed from their new classification and placed on the Project Save and Layoff lists while Project Save employment opportunities are being explored.

ADDENDUM ILIBRARY

The parties recognize that the Multnomah County Library and Library Association of Portland (LAP) employees were transferred to Multnomah County July 1, 1990 as a result of the County opting for direct governance of the Multnomah County Library System. The terms of the Agreement between the parties shall apply except as indicated below.

(Note: For ease of review of the scope of the Agreement where articles are not modified in applicability to library employees, the phrase "No modification" is utilized. "LAP Agreement" refers to the 1989-1992 Agreement between the Library Association of Portland and the Multnomah County Library Union.)

- Article 1

Preamble

No modification.

- Article 2

Definitions

Article 2 shall apply except that:

1. With respect to the definition of "Permanent Employee", a transferred LAP employee given Classified Civil Service

Status by County Ordinance shall be deemed "appointed from a list of eligibles" on the date the County Ordinance grants status.

2. For employees hired prior to transfer, the definition of "Probationary Employee" and the terms of calculations of time service and termination of such employees shall be in accordance with the LAP Agreement.

- Article 3

- Recognition

Section 1 of this Article shall not apply except as follows. Local 88, AFSCME, AFL-CIO, is recognized as the sole and exclusive bargaining agent of certain transferred LAP employees and classifications as follows. Transferred LAP employees governed by this bargaining unit include those regularly scheduled employees allocated to classifications in the bargaining unit represented by the Library Employees Union who work for forty (40)

hours or more per pay period except as described below. In the event of disagreement as to the status of newly created or modified classifications or positions, determination of status shall be in accordance with unit clarification procedures as provided by Oregon Law. The parties recognize that certain LAP employees working less than 20 hours per week were given the status of regular employees in the LAP, with certain rights and benefits, whereas these individuals would not be Classified employees with attendant rights in the County system and would be afforded no benefits. As a transition rule to deal with these individuals to minimize any adverse impact of transfer:

- A. These employees will be "grand personed" with the following and only the following rights and benefits:

- The same wage range as other employees in the same classification.
- Vacation accrual on a County per hour pro rata basis.
- For all classifications except Page sick leave accrual on a County per hour pro rata basis.
- 2 hours personal holiday for each fixed holiday.
- Application of Article 17, Disciplinary Action.
- Accrual of seniority on a half time basis upon transfer.
- Layoff and recall rights exercised solely within the bounds of "grandpersoned" employees.
- Application of Article 18, Settlement of Disputes, solely and exclusively for enforcement of the specific rights and benefits cited above.

- Article 5, Union Security and Check-Off.
- Article 16, Pensions.

B. Employees hired by the library subsequent to the transfer to the County in the category working less than 20 hours per week cited above shall be deemed temporary employees not governed by the bargaining agreement or represented by the Union.

- Article 4
Management Rights
No modification.
- Article 5
Union Security and Check Off
No modification.
- Article 6
No Strike Clause
No modification.
- Article 7
Holidays
No modification except that in Section 1
Christmas Eve Day will be recognized as a
holiday for library employees; Veterans Day
will not.

- Article 8

- Vacation Leave

- The terms of Article 8 shall apply except that vacation time accrued while an employee of the LAP shall be deemed County accrued vacation and no professional librarian shall suffer a reduction of accrual rate, to include any bonus vacation, but shall be "red circled" at this level of vacation entitlement until such time as this entitlement is less than the amount which would be received utilizing the general terms of the Agreement, at which times the rate specified by the Agreement shall apply.

- Article 9

- Sick Leave

- The terms of Article 9 shall apply except that sick leave accrued while an employee of LAP shall be deemed County accrued sick leave.

- Article 10

- Other Leaves

- No modification except that LAP Agreement Article 19 "Professional Meetings" shall apply.

- Article 11
Health and Welfare
No modification.
- Article 12
Workers' Compensation
The terms of Article 12 shall apply except no supplemental payment shall be made to any individual whose first date of compensable injury was prior to transfer to the County.
- Article 13
General Work Provisions
The terms of this Article shall not apply except for 13.3, "Schedules," and 13.7, "Flextime." With respect to the application of Article 13.3, in the event of an unanticipated absence beyond the control of management, and following a reasonable effort by management to staff a position with other personnel, an employee in the same classification as the vacancy may be ordered in to provide continued service subject to the provision of Article 14, Section 5. It is further understood that

transferred employees may job share in accordance with the same terms and limitations as other employees covered by the bargaining unit. All other terms covered by this Article will be in accordance with Article 14 of the LAP Agreement.

- Article 14
Compensation

The terms of Article 14 shall not apply except for:

- Section 3. Pay Periods
- Section 4. Reporting Time
- Section 5. Call-Out Pay
- Section 6. Overtime, excepting "b" and amending "e" to read in the final sentence:

"An employee required to work both days off during a work week (FLSA), and then required to work both days off in a second work week (FLSA), shall be compensated

at the rate of two (2) times
his or her hourly rate for
the first day and two and
one-half (2 1/2) times his or
her normal rate for the
second day.

Section 9. Promotional Increase

Section 10. Working in a Higher Class

Section 12. Deferred Compensation

Section 13. Payments in Error and
Payments in Violation of
Contract

Section 14. On-Call Pay

All other compensation terms governed by
this Article shall be in accordance with
Article 28 of the LAP Agreement.

- Article 15

Anniversary Step Increases

No modification.

- Article 16

Pensions

With respect to pension benefits for
employees transferred from the LAP to the
County:

1. PERS

There shall be no modification of the existing terms of Article 16.

2. LAP Retirement Plan (LAP Plan)

With respect to employees vested at the time of transfer in the Retirement Plan for Employees of the Library

Association of Portland (the LAP Plan),

the parties recognize that the County has several options dealing with this plan, including but not limited to

change of Plan sponsorship from the LAP to the County, Plan termination, etc.

The County shall have the sole, exclusive, and non-grievable discretion to choose the mechanism for dealing with the Plan. However, regardless of

the mechanism chosen, the following terms shall apply with respect to

benefits accrued under the Plan,

regardless of the source of payment to such Plan vested County employees

transferred from LAP:

- A. Accrual of service credit under the LAP Plan shall cease upon transfer to the County except as provided in "D" below.
- B. Final average salary (FAS) calculations for the LAP Plan shall be based on salary actually received during tenure with the County as well as prior service with the LAP, but shall not include any sick leave in application to such FAS calculation.
- C. Upon retirement, a transferred employee shall be eligible January 1 of each year for a cost of living increase in the employee's LAP pension benefit not to exceed two percent (2.0%). This increase shall be based on the percentage increase in the Consumer Price Index (National All Urban) in the preceding year, specifically October to October. In the event

the above index shall cease to be published, or ceased to be published for the control months cited, a reasonable substitute may be utilized.

D. In the event a transferred employee does not serve sufficient time with the County to vest in PERS, the employee shall, upon receipt within thirty (30) days of termination of all employee monies withdrawal from PERS, be credited with LAP Plan service credit for time as a County employee.

- Article 17
Disciplinary Action
No modification.
- Article 18
Settlement of Disputes
No modification.
- Article 19
Contract Work
No modification.

- Article 20

Productivity Training & Performance
Evaluation

The terms of this Article shall not apply except for Sections 1, 2, 3, 4 (excepting 4.a.iii) and 6.

- Article 21

Seniority and Layoff

The terms of this Article shall apply except:

1. Time served with the LAP shall be treated as previous government service in accordance with Section 2.b.8. The agreed upon adjusted service date provided to employees by LAP prior to transfer shall not be subject to grievance.
2. Regardless of ultimate organizational placement, the Library shall be deemed a department for reasons of seniority and layoff.
3. The terms of Section 9-7 of the LAP Agreement shall apply for the purpose of bumping of bargaining unit employees by exempt library employees.

- Article 22

- Shift and Work Assignments

- The terms of this Article shall not apply and the terms governed by the Article shall be governed by the terms of the LAP Agreement.

- Article 23

- General Personnel Procedures

- The terms of Article 23 shall apply. The parties recognize for purposes of bargaining history that prior to the implementation of this Agreement that all matters of reclassification and wage comparisons were exclusively determined within the LAP Agreement Classification and Compensation system which was adopted by the County on July 1, 1990 on an interim basis. It was recognized by the parties, however, that a full integration was necessary into the County's classification and compensation system, therefore:

- 1. On or before October 1, 1990 the County began a classification and compensation study of all library employees to

ensure integration into the County system. In this study these positions were treated as newly created positions for purposes of determining classifications, allocations to classifications, and compensation.

2. The appeals mechanism for employees or the Union in dealing with allocations to classifications and wage determination was the same afforded other County employees at the time of the Countywide study as per Article 14.1.d. of the 1988-91 Agreement.
3. For the purpose of finalizing integration into the County classification and compensation system at no cost during FY 90-91, the classifications, allocations, and compensation resulting from the study process cited in "1 and 2" above were implemented for library employees at one minute until midnight June 30, 1991.

- Article 24

- General Provisions

The terms of Article 24 shall apply except:

- Section 5. Rules (Amended to add)
With respect to Library employees the County will, either before or after the transition of governance, but in no event later than thirty (30) days after transition, and with ten (10) days notice to the Union, promulgate rules to govern library employees. These rules shall be subject to review as to reasonableness in accordance with Section 5.e. above.
- Section 6. Change in existing conditions (Amended to add)
With respect to Library employees, existing conditions which meet the criteria cited in 6.a. above in the relationship between the LAP and the Library Union shall be deemed existing conditions upon transition to the County, provided the matter:
 - (1) Is not covered by the Agreement or County Personnel Rules, or
 - (2) Has not been discussed or negotiated as part of the bargaining process related to the Library transition.

- New Language
 (1) The terms of Article 27 of the LAP Agreement shall be deemed an existing condition.
- Article 25
Savings Clause and Funding
 No modification.
- Article 26
Entire Agreement
 No modification.
- Article 27
Termination
 No modification.
- Addendum A
Classifications Included in the Bargaining Unit
 No modification.
- Addendum B
Dues Deduction Authorization
 No modification.
- Addendum C
People Deduction Authorization
 No modification.

- Addendum D
Leadworker Assignment and Pay
No modification.
- Addendum E
Premium Pay and Other Special Provisions
This addendum shall not apply and the terms of the LAP Agreement shall govern.
- Addendum F
Emergency Conditions Provisions
(Environmental Services)
This addendum shall not apply.
- Addendum G
Auto Allowance and Compensation
This addendum shall not apply and the terms of the LAP Agreement shall govern.
- Addendum H
Project Save – Memorandum of Agreement
No modification.

ADDENDUM J
TRANSITION OF
OUTSTANDING
CONTRACT ADMINISTRATION
AND
RELATED ISSUES

The parties recognize that certain matters of contract administration and negotiation which were not subject to discussion during this bargaining process may possibly be inadvertently affected by an adoption of a one year agreement. To address these issues:

1. All Memoranda of Understanding, Agreement, or Exception which incorporated in their respective bodies termination dates for June 30, 1991 or are tied to the period of negotiations for a successor in accordance with Article 27, shall respectively be extended through June 30, 1992 or the period of negotiations for a successor to the 1991-92 Agreement, unless terminated otherwise in accordance with the terms of the respective Memoranda.

2. All Memoranda of Understanding, Agreement, or Exception contractually binding for the 1988-91 Agreement without termination dates shall remain in effect

in accordance with the same conditions for termination as "1" above. The parties recognize that the Union believes that only Memoranda dated 7/1/88 through 6/30/91 could be contractually binding.

3. Unless withdrawn or modified by the County, all letters of termination of alleged existing conditions issued by the County prior to bargaining for the successor to the 1988-91 Agreement shall remain in place but references to July 1, 1991 shall be changed to July 1, 1992.

4. The ongoing bargaining process regarding Commercial Drivers Licenses shall continue unaffected by the agreement to and implementation of this Agreement.

ADDENDUM K
REFERENCES TO
DEPARTMENTS
IN THIS AGREEMENT

The parties recognize that in the course of bargaining this Agreement in the context of no change to the substantive content of the prior agreement that a dispute arose as to the appropriateness of changing certain references to Departments, including, but not limited to, the Department of Justice Services. In order to reach closure on this Agreement, the parties have agreed to simply "roll over" the titles from the prior Agreement and treat the continuation of these titles in all respects as though the prior Agreement remained in full force and effect. Agreement to this approach is without prejudice to the County's position that it has and had the right to reorganize its functions at any time and that the title references in the prior and current Agreement were and are solely for guidance as to the location of employees and functions at the time of execution of the 1988-91 Agreement. Conversely, this Agreement is without prejudice to the Union's position

that reorganizations of Departments under the prior or current contracts shall not limit rights any employee previously had with reference to departmental seniority with a previous department.

Addendum L
Probation and
Parole Officers
Department
of
Community Corrections

The parties recognize that a tentative agreement was entered into in February 1991 for all employees of Multnomah County assigned to the general employees bargaining unit "except Probation and Parole Officers." This matter having now been resolved in whole or part by ERB Order, the parties agree as follows:

1. Probation Officer:

As used in this agreement "Probation Officer" includes all Probation and Parole Officers represented by Local 88, AFSCME concerning whom a question of representation did not exist at the time the parties entered into the "Tentative Agreement" for this Addendum. The term "Probation and Parole Officer" and terms of this agreement, however, shall also include all Probation and Parole Officers who, subsequent to the Tentative Agreement for this Addendum, become part of the bargaining unit for any reason, including but not limited to: hire, transfer from other governments, or incorporation by resolution of any question of representation by the Employment Relations Board.

2. All provisions of the contract already previously agreed upon shall apply to Probation and Parole Officers except as follows:

a. Wages

Effective July 1, 1991, the wage rates and range for Probation and Parole Officers shall be:

\$11.86/12.53/12.92/13.72/14.14/14.96/15.54/16.17 which shall be incorporated in Addendum A above. The Lead Worker premium shall be 6.8%.

b. Pension

Prior to January 1, 1992, the Board of County Commissioners shall by resolution declare that employees allocated to the classification of Probation and Parole Officer shall be deemed police officers for purposes of ORS 237.610 with the effective date to be the date of execution of this agreement. The parties recognize that the County enters into this agreement solely for the purposes of equitable treatment of County employees assigned to positions similar to those of state transferees who by law are entitled to retain Police and Fire benefits upon transfer and is without prejudice to the County's position as to their status for any other purpose.

c. Work Rules:

The parties recognize that due to operational necessity the Department of Community Corrections issued a binder entitled "Department of Community Corrections Policies and Procedures" about July 1, 1991. To the degree this document is legally considered to require collective bargaining, it is deemed to have been bargained by and accepted by the parties. To the degree that other contractual requirements were required in issuance of this document, they are deemed to have been met and the document is accepted by the parties as meeting all contractual requirements, provided its terms are not in violation of the substantive terms of the agreement. Promulgation of work rules on or after the execution date of this Agreement shall be in accordance with Article 24.

d. Scheduling

i. Each Parole and Probation Officer shall establish a work schedule that is approved by their exempt supervisor and that is responsive to the demands of their job. Such schedule shall be limited to a 40 hour work week. If the work week is within the 40 hour cap, all hours worked shall be at the flat rate,

hour for hour basis, regardless of the starting time, day worked, or length of the work day. Split work weeks, varied starting and ending time for shifts, and split shifts shall be permitted. An employee shall be eligible for overtime at the double time rate only if he/she in addition to meeting the requirements of Article 14.6.b. has worked over forty eight (48) hours in the work week.

ii. Variations of the established work schedule shall be approved by the supervisor.

iii. Employees receiving "after hours work calls" may respond. If responding to after hour calls, employees will "adjust" their work schedule, hour for hour, within the forty hour work week with the approval of their supervisor.

e. Dispute Settlement

All Unfair Labor Practices filed prior to the tentative agreement date of this agreement involving Probation and Parole Officers shall be withdrawn with prejudice by the Parties.

3. The parties recognize that there are other issues of interest to either or both which would have been bargained if time delays caused by litigation had not effectively precluded such bargaining and made it more practicable to address such issues during bargaining for a successor to the 1991-92 Agreement.

#

1

DATE

12-5-91

NAME

Mrs. M. Robert

ADDRESS

1333 NW Eastman Pkwy

STREET

Freshman

CITY

97020

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-5

SUBJECT

Roads/Freshman

FOR

AGAINST

PLEASE PRINT LEGIBLY!

2

DATE _____

12/5/91

NAME

Arlene Collins

ADDRESS

STREET

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

RS

SUBJECT

Road Transfer

for employees

FOR

AGAINST

PLEASE PRINT LEGIBLY!

Meeting Date: Dec. 5, 1991

Agenda No.: R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: RESOLUTION IN THE MATTER OF TRANSFERRING ROADS TO GRESHAM AND SIGNING
~~AN INTERGOVERNMENTAL AGREEMENT FOR THE DELIVERY OF TRANSPORTATION~~

BCC Informal 12-3-91 (date) BCC Formal 12-5-91 (date) SERVICES

DEPARTMENT Non-Dept. DIVISION BCC (Anderson)

CONTACT Bill Farver TELEPHONE 248-3740

PERSON(S) MAKING PRESENTATION Pauline Anderson and Paul Yarborough

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):

Resolution in the matter of Multnomah County transferring title of roads within Gresham to Gresham simultaneous with the signing of an Intergovernmental Agreement between Gresham and Multnomah County for the delivery of transportation services.

Copies of Resolution 91-182 sent to Bill Farver,
+ Paul Yarborough DD 91 + Larry Nicholas

50433 JF
COUNTY CLERK
1991 NOV 20 AM 11:04
MULTNOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Pauline Anderson

Or

DEPARTMENT MANAGER

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY

In the Matter of Transferring Roads)
to Gresham and Signing an Intergovern-)
mental Agreement for the Delivery of)
Transportation Services)

RESOLUTION
91-182

WHEREAS, Multnomah County, in discussions with the Joint Government Committee on Consolidation, has committed to transferring jurisdiction of roads within cities to those cities requesting such transfer, and

WHEREAS, the County does not believe having a road department responsible only for rural roads and bridge maintenance and capital construction is viable.

WHEREAS, Gresham has committed to contracting back to Multnomah County for roads services after roads have been transferred to their jurisdiction,

WHEREAS, an intergovernmental agreement with Gresham must consider the continuing County obligation to bridge maintenance, rural roads, and the small cities of the County,

THEREFORE BE IT RESOLVED:

1. The County will begin negotiating with Gresham to formulate an interim intergovernmental agreement between the County and Gresham, defining their current roles and responsibilities in transportation matters. This agreement should be complete by January 17, 1992.

2. The County will initiate proceedings under ORS 373.270 to transfer to Gresham the jurisdiction of all county roads within the city limits of Gresham.

3. Pending the transfer to Gresham of jurisdiction over County roads, the County will recognize and, so far as practicable and legally possible, implement Gresham's own transportation policy, design control, and development review.

4. The County and Gresham will schedule meetings to inform the public of this resolution.

5. Following completion of the interim agreement, the County will begin negotiating with Gresham to formulate an ongoing intergovernmental agreement between the County and Gresham to establish their roles and responsibilities in transportation. This agreement should be complete by March 13, 1992.

ADOPTED THIS 5th DAY OF DECEMBER, 1991.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By

Gladys McCoy
Gladys McCoy, Chair

REVIEWED

Laurence Kressel, County Counsel

2458 3/4

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY

In the Matter of Transferring Roads)
to Gresham and Signing an Intergovern-)
mental Agreement for the Delivery of)
Transportation Services)

RESOLUTION

WHEREAS, Multnomah County, in discussions with the Joint Government Committee on Consolidation, has committed to transferring jurisdiction of roads within cities to those cities requesting such transfer, and

WHEREAS, the County does not believe having a road department responsible only for rural roads and bridge maintenance and capital construction is viable.

WHEREAS, Gresham has committed to contracting back to Multnomah County for roads services after roads have been transferred to their jurisdiction,

WHEREAS, an intergovernmental agreement with Gresham must consider the continuing County obligation to bridge maintenance, rural roads, and the small cities of the County,

THEREFORE BE IT RESOLVED:

1. The County will begin negotiating with Gresham to formulate an interim intergovernmental agreement between the County and Gresham, defining their current roles and responsibilities in transportation matters. This agreement should be complete by January 17, 1992.

2. Upon execution of the agreement described above, the County will initiate proceedings under ORS 373.270 to transfer to Gresham the jurisdiction of all county roads within the city limits of Gresham.

3. Pending the transfer to Gresham of jurisdiction over County roads, the County will recognize and, so far as practicable and legally possible, implement Gresham's own transportation policy, design control, and development review.

4. The County and Gresham will schedule meetings to inform the public of this resolution.



5. Following completion of the interim agreement, the County will begin negotiating with Gresham to formulate an ongoing intergovernmental agreement between the County and Gresham to establish their roles and responsibilities in transportation. This agreement should be complete by March 13, 1992.

ADOPTED THIS _____ DAY OF DECEMBER, 1991.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By _____
Gladys McCoy, Chair

REVIEWED

Laurence Kressel, County Counsel

2458 3/4

NOV 21 1991

Meeting Date: _____

Agenda No.: _____

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

DEC 5 1991

R-6

SUBJECT: Ordinance

AGENDA REVIEW/
BOARD BRIEFING

11/19/91

(date)

REGULAR MEETING

11/21/91

(date)

DEPARTMENT

Nondepartmental

DIVISION

Chair's Office

CONTACT

Deb Rogers, Carrie Parkerson,

Delma Farrell

TELEPHONE

X-3277, X-3308

PERSON(S) MAKING PRESENTATION

Deb Rogers, Carrie Parkerson, Delma Farrell

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):

First reading of an Ordinance amending Multnomah County Code Section 5.10.080

relating to fees for documents provided by the Office of the Board Clerk

First Reading Approved. Second Reading to be Thursday, December 5, 1991. Ordinance 706 Approved. Will send to Ordinance List w/ a letter & Invoice sometime during Dec. 1991.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Or

DEPARTMENT MANAGER

(All accompanying documents must have required signatures)

CLERK OF
COUNTY COMMISSIONERS
1991 NOV 12 PM 3:48
MULTNOMAH COUNTY
OREGON

ORDINANCE FACT SHEET

Ordinance Title: An Ordinance amending Multnomah County Code Section
5.10.080 relating to fees for documents provided by the

Office of the Board Clerk

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

Allows Office of the Board Clerk to set fees for recovery of actual costs associated with the production and distribution of the Multnomah County Code and records of the Board of County Commissioners.

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

Unknown

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

Unknown

What is the fiscal impact, if any?

Allows complete cost recovery of printing and distribution of records. Over time will allow recovery of costs associated with MCC codification.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: John L. DuBay

Planning & Budget Division (if fiscal impact): John L. DuBay

Department Manager/Elected Official: John L. DuBay

CLERK OF
COUNTY COMMISSIONERS
1991 NOV 19 AM 10:01
MULTNOMAH COUNTY
OREGON

ORDINANCE FACT SHEET

Ordinance Title: An Ordinance amending Multnomah County Code Section
5.10.080 relating to fees for documents provided by the

Office of the Board Clerk

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

Allows Office of the Board Clerk to set fees for recovery of actual costs associated with the production and distribution of the Multnomah County Code and records of the Board of County Commissioners.

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

Unknown

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

Unknown

What is the fiscal impact, if any?

Allows complete cost recovery of printing and distribution of records. Over time will allow recovery of costs associated with MCC codification.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: John L. DuBay

Planning & Budget Division (if fiscal impact): John L. DuBay

Department Manager/Elected Official: John L. DuBay

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 459

An Ordinance amending Multnomah County Code Section 5.10.080 relating to fees charged for tapes and documentation acquired from the Clerk of the Board's Office.

Multnomah County ordains as follows:

Section 1. Multnomah County Code Section 5.10.080 is amended to read as follows:

5.10.080 Fees for tapes and documents provided by the clerk of the Board's Office. The fees for duplication of the records of the clerk of the Board shall be:

Charters (first copy).....	no charge
(each additional copy).....	\$1.50
Adopted Ordinances	[.05] .30 per page
Copies of other documents30 per page
Tapes of Board meetings.....	[3.00] 5.00 per tape
Search of files for information	[10.00] 15.00 per hour or fraction thereof
Subscription of Ordinances adopted.....	\$25.00 per year

by the Board
For those people who choose to purchase the
code updates as they are published, the
fee shall be set to cover the cost of printing
that update.

Multnomah County Code (excluding 11.15).....	85.00 per code
Subscription to Multnomah County Code.....	15.00 per year
(excluding 11.15)	

Adopted this 28th day of February, 1985, being date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Earl Blumenauer
Earl Blumenauer
Presiding Officer

(SEAL)

Authenticated by the County Executive on the 1st day of March, 1985.

Dennis Buchanan
Dennis Buchanan
County Executive

APPROVED AS TO FORM:

JOHN B. LEAHY, County Counsel
for Multnomah County, Oregon

By John B. Leahy
Deputy County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDINANCE NO. 390

An Ordinance adding a new section to Multnomah County Code 5.10 relating to fees charged for tapes and documentation acquired from the Clerk of the Board's Office.

Multnomah County ordains as follows:

Section 1. Fees for tapes and documents provided by the Clerk of the Board's Office. The fees for duplication of the records of the Clerk of the Board shall be:

Charters (first copy)	no charge
(each additional copy)	\$1.50 each
Adopted Ordinances05 per page
Copies of other documents30 per page
Tapes of Board Meetings	3.00 per tape
Search of files for information	10.00 per hour or fraction thereof

Adopted this 1st day of September, 1983,
being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

(SEAL)

By *Barbara S. Stalder*
Presiding Officer

Authenticated by the County Executive on the 2nd day of September, 1983.

Dennis Buchanan
Dennis Buchanan
County Executive

APPROVED AS TO FORM:

JOHN B. LEAHY, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By *John B. Leahy*
Deputy County Counsel

(WORK.ORDIN.1)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDINANCE NO. 706

An ordinance amending Multnomah County Code Section 5.10.080 relating to fees for documents provided by the Office of the Board Clerk.

(Language in brackets [] is to be deleted; underlined sections are new text.)

Multnomah County ordains as follows:

Section I. Purpose

The current fees to be charged for the Multnomah County Code and updates thereto do not reflect the actual costs incurred in the production and distribution of the Code and its updates. This ordinance amends MCC 5.10.080 to reflect fees to be charged based upon actual costs.

Section II. Amendment

MCC 5.10.080 shall be amended to read as follows:

The fees for the Multnomah County Code and duplication of the records of the Multnomah County Board of Commissioners shall be set by the Office of the Board Clerk to cover the actual cost of printing and distribution.

[The fees for duplication of the records of the Clerk of the Board shall be:

Charter:

First copy: No charge

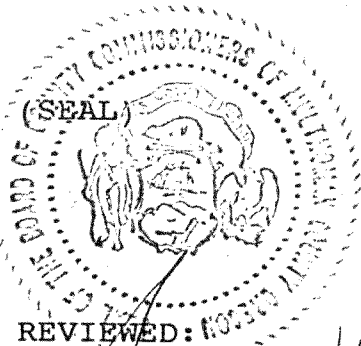
Each additional copy: \$1.50 each

Adopted ordinances: \$0.30 per page.

Copies of other documents: \$0.30 per page.

1 Tapes of Board meetings: \$5.00 per tape.
2 Search of files for information: \$15.00 per hour
3 or fraction thereof.
4 Subscription of ordinances adopted by the Board:
5 \$25.00 per year.
6 For those people who choose to purchase the Code
7 updates as they are published, the fee shall be set
8 to cover the cost of printing that update.
9 Multnomah County Code (excluding 11.15): \$85.00
10 per Code.
11 Subscription to Multnomah Code (excluding 11.15):
12 \$15.00 per year.]

13 ADOPTED this 5th day of December, 1991, being
14 the date of its second reading before the Board of County
15 Commissioners of Multnomah County.



16 By Gladys McCoy
17 Gladys McCoy, Chair
18 Multnomah County, Oregon

19 REVIEWED: [Signature]

20 By [Signature]
21 Laurence Kressel, County Counsel
22 For Multnomah County, Oregon

23
24 G:\WP51\FILES\400.ORD\dc
25 10/23/91
26

**OFFICE OF THE BOARD CLERK
SCHEDULE OF FEES**

Board Meeting Tapes (per tape)	\$	5.00
Document Fax (per page)	\$	1.00
Multnomah County Code (excluding 11.15):		
Multnomah County inter-office mail subscriber	\$	85.00
United States mail subscriber	\$	125.00
Ordinance Subscription (per year):		
Multnomah County inter-office mail subscriber	\$	25.00
United States mail subscriber	\$	125.00
Research (per hour) [minimum \$15]	\$	15.00
All Other Photocopies (per page)	\$	0.30

BOARD OF
COUNTY COMMISSIONERS

1991 OCT 21 AM 10:31

MULTNOMAH COUNTY (Above space for Clerk's Office Use)
OREGON

Meeting Date:

OCT 31 1991

Agenda No.:

R-2

NOV 21 1991

R-12

DEC 05 1991

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Amending the Department of Community Corrections R-7

AGENDA REVIEW/ Ordinance 650

BOARD BRIEFING 10/29

(date)

REGULAR MEETING 10/31/91

(date)

DEPARTMENT Non Departmental

DIVISION BCC-Commissioner Hansen

CONTACT Mike Delman

TELEPHONE 248-5275

PERSON(S) MAKING PRESENTATION Mike Delman

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):

The Justice Coordinating Council is established to provide assistance to the Department of Community Corrections, the Juvenile Justice Division, the Multnomah County Sheriff, the District Attorney, and the other agencies and functions within the criminal justice system.

First Reading Continued Until Thursday, Dec. 5, 1991.

First Reading Approved 12-5-91 Second Reading 12-12-91.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Say Peters

Or

DEPARTMENT MANAGER

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1991 OCT 23 PM 12:44
MULTNOMAH COUNTY
OREGON

ORDINANCE FACT SHEET

Ordinance Title: Amending the Department of Community Corrections
Ordinance 650

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

The Justice Coordinating Council is established to provide assistance to the Department of Community Corrections, the Juvenile Justice Division, the Multnomah County Sheriff, the District Attorney, and the other agencies and functions within the criminal justice system.

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 is the fiscal impact, if any?

N/A

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Mike Nelson

Planning & Budget Division (if fiscal impact):

Department Manager/Elected Official: Gary Hansen

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDINANCE NO. _____

An ordinance amending MCC 2.30.300 to change the function of the Justice Coordinating Council and the number and qualifications of members.

(Language in brackets [] is to be deleted; underlined language is new)

Multnomah County ordains as follows:

SECTION I. Findings.

(A) On August 22, 1991, the board of county commissioners set the following criminal justice goals as part of its long term policy goals and directions:

- (1) Provide PRO-ACTIVE CORRECTIONS SERVICES which include alternatives to jail and a continuum of services to get and keep people out of the criminal justice system;
- (2) Work to achieve an EFFECTIVE CRIMINAL JUSTICE SYSTEM by developing and implementing a plan in conjunction with Courts, the Sheriff (as the manager of the Corrections Facilities), law enforcement agencies, Community Corrections, and the Community. (Resolution 91-126)

(B) In 1989, the board of county commissioners established a policy on justice services which seeks to "promote public safety, ensure equal treatment under the law, and maximize the quality of life in all neighborhoods

and communities." (Resolution 89-7.) This resolution provides policy direction for the development of a plan.

(C) During 1991, the Criminal Justice Committee of the Portland Future Focus planning effort developed valuable recommendations for criminal justice agencies. The County will have responsibility for reviewing those recommendations for possible implementation.

SECTION II. Amendment of MCC 2.30.300(L).

MCC 2.30.300(L) is amended to read as follows:

(L) Justice Coordinating Council. The Justice Coordinating Council is established to provide assistance to the ~~{Office of Administration and Planning of the}~~ Department of Community Corrections~~{.}~~, the Juvenile Justice Division, the Multnomah County Sheriff, the District Attorney, and the other agencies and functions within the criminal justice system.

(1) Policy and purpose. The board of county commissioners finds that the local justice services system would be more effectively coordinated by the addition of a council of elected and appointed officials and citizens.

(2) Membership. ~~{and staff. The council shall consist of 18 members appointed by the county chair and approved by the board of county commissioners. Members appointed under subsections (a) and (c) of this section shall serve two year terms and be~~

~~eligible for reappointment. Members serving in the designated positions of (subsections) (b) and (d) shall be permanent appointments. If the designated position becomes vacant, the person assuming the position shall automatically be a member.~~

~~(a) Five members, to be selected from areas such as mental health, social services, the health professions, labor, business, minorities, and the religious communities.~~

~~(b) Eleven members of the criminal justice system:~~

~~(i) The corrections chief of the Multnomah County sheriff's office;~~

~~(ii) The Multnomah County District Attorney;~~

~~(iii) The Multnomah County Sheriff;~~

~~(iv) The chief of the Portland police bureau;~~

~~(v) The metropolitan public defender;~~

~~(vi) The presiding judge of the Multnomah County circuit court;~~

~~(vii) The presiding judge of the Multnomah County district court;~~

~~(viii) Director of juvenile court;~~

~~(ix) The regional chief of state~~

~~probation and parole in Multnomah
County;~~

~~(x) The director of the Multnomah
County probation services
division;~~

~~(xi) Chairperson of the Multnomah
County community corrections
advisory committee.~~

~~(c) One member of the private bar.~~

~~(d) The director of the social services division
of the Multnomah County department of human
services.]~~

(a) The council shall consist of 13 members
appointed in accordance with Section 3.70,
County Charter:

(i) The Multnomah County Chair;

(ii) The Multnomah County District
Attorney;

(iii) The Multnomah County Sheriff;

(iv) The presiding judge of the
Multnomah County Circuit Court;

(v) The Chief of the Portland Police
Bureau;

(vi) The Chief of the Gresham Police
Department;

(vii) The Director of Community
Corrections;

- 1 (viii) The Director of the Multnomah
2 County Social Services Division;
3 (ix) The Division Manager of Juvenile
4 Services Division of Multnomah
5 County;
6 (x) The Metropolitan Public Defender;
7 (xi) The Corrections Chief of the
8 Multnomah County Sheriff's
9 Office;
10 (xii) A representative of the Citizen's
11 Crime Commission; and,
12 (xiii) One county resident appointed to
13 a two year term by the Citizen
14 Involvement Committee.

15 (b) The chairperson and vice-chairperson of the
16 council shall be elected by members of the
17 council for a term of one year. The vice-
18 chairperson will preside in the absence of
19 the chairperson. ~~{Members representing the~~
20 ~~criminal justice system shall not be eligible~~
21 ~~to serve as chairperson.}~~ Members may send a
22 designee to all justice coordinating council
23 meetings in case of the member's unavoidable
24 absence. The designee shall be eligible to
25 vote.

26 (3) Meetings. The council will be convened monthly on
 a regular schedule as established by the

chairperson.

~~[(4) Staffing and budget.]~~

~~(a) The council shall be supported by staff of
the Multnomah County department of community
corrections.]~~

~~[(5)]~~ (4) Duties and responsibilities.

(a) The council will provide the opportunity for
advance notification to justice system
decision-makers of proposed policy or
procedure changes by other system
participants.

(b) The council will provide a mechanism for
undertaking and coordinating policy research
and demonstration activities and will enhance
the return on research and demonstration
project investments by allowing system
decision-makers greater opportunity for
information exchange.

(c) The council shall examine and advise the
executive and legislative branches about
custodial supervision ranging from low to
high in both institutional and
noninstitutional settings and will assist the
development of a system for placement of
justice system clients.

(d) The council shall make ~~[recommendations to
the department of community corrections and]~~

regular reports to the board of county commissioners and county chair on all matters affecting Multnomah County criminal justice programs, including:

- (i) System coordination;
- (ii) Policy planning and research, and experimentation in all areas of justice system operations;
- (iii) Jail space;
- (iv) Alternative correctional space;
- (v) Criminal justice legislative packages;
- (vi) Criminal justice administrative policy;
- (vii) Law enforcement, prosecution, public defender, courts; and
- (viii) Coordination, preparation, and submission of budget recommendations.

(e) The council shall prepare and recommend for adoption by the board of county commissioners a Public Safety Plan for Multnomah County. The first step in this planning effort should be the development of a model which shows the existing allocation of resources to the public safety system and how the systems interrelate.

(f) The council shall monitor the implementation of the plan, following Board modification and approval, and continue to make additional recommendations.

(g) The council shall monitor the Board's appropriation of new revenue to and approval of grant applications in the public safety area to assist the Board in its commitment to act in a manner not inconsistent with an approved Public Safety Plan.

~~{(6)}~~ (5) Coordination. The council shall have an advisory role to the ~~{department of community corrections}~~, board of county commissioners and the county chair.

ADOPTED this _____ day of _____, 1991, being the date of its _____ reading before the board of county commissioners of Multnomah County, Oregon.

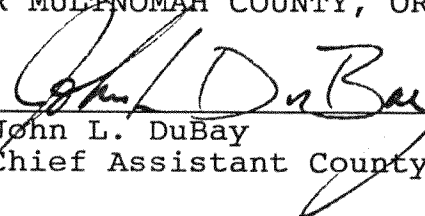
(SEAL)

Gladys McCoy, Chair
Multnomah County, Oregon

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By


John L. DuBay

Chief Assistant County Counsel

O:\FILES\142JLD.ORD\dp

Meeting Date DEC 05 1991

Agenda No.: R-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Traffic Impact Fee Study

BCC Informal December ³2, 1991
(date)

BCC Formal December ⁵4, 1991
(date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Ed Pickering

TELEPHONE 248-5050

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

// INFORMATIONAL ONLY

// POLICY DIRECTION

/X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

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

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

To participate with the city of Gresham in a study of traffic impact fee feasibility, related to offsetting the cost of improving the urban East County transportation system as a result of further urban development. If study recommendations are implemented, additional revenue would be provided for transportation purposes.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

3706V/9506V

Sent OGA w/Comments to Ed Pickering 12-9-91.

CLERK OF
COUNTY OF
CLATSOP
1991 NOV 26 AM 10:47
MULTI-COUNTY
OREGON



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 301522

Amendment #

CLASS I <input type="checkbox"/> Professional Services under \$10,000	CLASS II <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	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-8 December 5, 1991</p>
---	---	---

Contact Person Ed Pickering Phone 248-6992 Date 10/24/91
 Department Environmental Services Division Transportation Bldg/Room 425
 Description of Contract To participate with City of Gresham in a study of traffic impact fees related to offsetting the cost of development on the transportation system for the urban East County area.

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

Contractor Name City of Gresham
 Mailing Address 1333 NW Eastman Parkway
Gresham, OR 97030
 Phone (503) 661-3000
 Employer ID # or SS # _____
 Effective Date Upon approval
 Termination Date December 1, 1992
 Original Contract Amount \$ 34,821.00
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 34,821.00

Payment Term

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

REQUIRED SIGNATURES:

Department Manager [Signature] Date _____
 Purchasing Director [Signature] Date _____
 (Class II Contracts Only)
 County Counsel [Signature] Date 11/18/91
 County Chair/Sheriff [Signature] Date 12/5/91

VENDOR CODE						VENDOR NAME				TOTAL AMOUNT		\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC	IND
01.	150	030	6101			6110						
02.												
03.												

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is entered into between MULTNOMAH COUNTY, OREGON, hereinafter referred to as "COUNTY" and the CITY OF GRESHAM, hereinafter referred to as "CITY."

The Parties find:

City and County seek to impose a traffic impact fee on new development to offset the impact of development on the countywide transportation system.

On July 15, 1991, City selected DKS Associates, through a public bid process, to conduct a Trafficway Improvement Plan and Fee Study to serve as the basis for the implementation of a traffic impact fee or system development charge for the transportation system within the City.

County requested expansion of the study limits to include the area within unincorporated urban Multnomah County and the Cities of Fairview, Troutdale and Wood Village, and to consider the impacts of an area-wide traffic impact fee or system development charge.

The Parties agree as follows:

A. City Responsibilities

1. City will work with Multnomah County and consultant to expand the Scope of Work of the Trafficway Improvement Plan and Fee Study (DKS Associates: April 22, 1991) to include analysis of unincorporated urban Multnomah County and the Cities of Wood Village, Fairview, and Troutdale. Scope of Work is appended as Exhibit A.
2. City will coordinate the traffic modeling efforts of the consultant to complement and conform to the current Metro regional traffic model update undertaken by County in cooperation with the cities.
3. City will utilize a policy and technical review group including representatives of Multnomah County and the Cities of Fairview, Troutdale, and Wood Village to review all work tasks in consultant's Scope of Work.
4. City will pay for satisfactory completion of consultant work tasks (1-8) listed in Scope of Work totaling \$76,920.

B. County Responsibilities:

1. County will complete the regional traffic model update to provide the basis for traffic data inputs for the Trafficway Improvement Plan and Fee Study.
2. County will provide the P.M. turning movement counts at 79 intersection locations identified by the consultant, and provide traffic volume data to the consultant by October 31, 1991.

Intergovernmental Agreement
Page 2

3. County will provide current (1990-91) machine traffic counts as needed on relevant arterials as determined in advance by the technical review group and consultant.

4. County will provide project cost estimates for those projects identified in the study and determined by the technical review group as required to provide additional traffic carrying capacity.

5. County will pay for satisfactory completion of consultant work tasks listed in Scope of Work for Fairview, Troutdale, Wood Village, and County totaling \$34,821.

Dated: _____, 1991

City of Gresham

By: _____
Gussie McRobert
Mayor

By: _____
J. Michael Casey,
City Manager

Approved as to form:

Thomas Sponsler
City Attorney

Dated: December 5, 1991

Multnomah County

By: Gladys McCoy
Gladys McCoy
County Chair

REVIEWED:

LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

By: John L. DuBay
John L. DuBay
Chief Asst. County Counsel

Exhibit A

SCOPE OF WORK

TASK 1: PROJECT INITIATION

The data collection effort, while significant, is the fundamental basis for supporting the analysis of existing and future roadway needs which could cost \$114,000,000 or more based on the Multnomah County Master Transportation Plan studies. DKS believes this data collection effort is worthy of the size of potential public investment. Additionally, the cost of this traffic impact fee study should be included as a project in the funding for roadway improvements, and be paid for by the impact fee itself.

Review of Past Studies & Data: Several traffic studies within Gresham and east Multnomah County have been completed in the past few years including traffic impact reports with recent traffic counts, ODOT work on the Mt. Hood Parkway, and back up analysis to the Gresham Development Plan and Multnomah County Capital Improvement projects. Additionally, the Multnomah County Master Transportation Plan completed a needs assessment using the Metro EMMIE/2 model. DKS will review these studies, their background data, and particularly capital cost estimates provided by the City. Key turning movement and machine counts will be assembled.

Travel Model Review: The region is going through an update process to the Metro EMMIE/2 model. Multnomah County staff and City of Gresham staff will be working closely with Metro to determine the best configuration for a 1,000 zone regional model. While this model is useful for regional analysis, the traffic impact fee analysis requires intersection level analysis that will need refined traffic analysis zones (TAZ) and land use. The zone system and land use are basically in place with existing Metro data (Arc-Info and Underlying zones). The Arc-Info land use data will be completed by Metro in late October or November. With the land use data completed, DKS will work to refine a local area network (see task 3) and revise land use data. In the first month, two to three meetings between Metro, City, County and DKS staff will be needed to coordinate work on land use, network, zones and trip generation.

Field Reconnaissance: DKS will conduct a field reconnaissance of the trafficways within Gresham during peak conditions. This will be used to verify current operating conditions relative to computed levels of service. Key elements of this work will be reviewing intersection traffic performance, sketching intersection lane geometries, and photo-logging key locations. For this task, it is assumed that DKS will utilize aerial photographs available from the City of Gresham.

Data Collection: Multnomah County will perform A.M. (7-9) and P.M. (4-6) peak period turning movement counts at key study intersections in all four cities. These data will be collected by the end of September 1991. Daily traffic counts have been performed by the City of Gresham

and Multnomah County. Specific supplemental counts may be needed to complete a screen or cordon line in east county. These will be performed by the City or County based upon input provided by DKS. DKS Associates would review data collected by the county and provide summary sheets for documentation.

Land Use Data Development: Another important element of background information for the impact fee is accurate land use data. A modelled traffic forecast is only as good as the land use information. Land use data will be developed in a three stage process. First, Metro will take completed Arc-Info data for East Multnomah County including Assessor data and convert it to an ASCII file format. This will include underlying zone number, tax assessor map number, title/name, land use code, living area (square feet of building) and number of dwelling units. DKS will use this data to develop a land use summary data base by TAZ including up to 20 different land use types. This land use data base will be verified by the City and County. Additionally, year 2010 conditions will be entered into the data base based on information from Metro's regional model. The City and County will verify this land use for 2010 and DKS will evaluate any difference. If 2010 conditions are different, two separate scenarios will be tested for traffic conditions in forecast modelling. Mitigation work will focus on the larger of the two land use conditions.

TASK 2: ANALYSIS OF EXISTING CONDITIONS

Based on the traffic counts and field review of the study intersections, DKS will compute existing levels of service at up to 100 locations during A.M. and P.M. peak hours. DKS will use the POST/LOS program, capacity calculation software, to analyze the intersection level data. Level of service will be compared against past studies provided by City of Gresham and Multnomah County. The list of currently deficient intersections will be reviewed with City staff. Capital projects planned to improve traffic performance will be described by City staff and analyzed to verify the measures are effective. Where conditions are at level of service D or worse, mitigation measures will be recommended to mitigate current traffic levels to acceptable performance.

Product: DKS will prepare a brief memorandum which summarizes the existing levels of service, identifies current deficiencies, and recommends certain improvements.

TASK 3: TRAFFIC MODEL FORECAST

Metro is currently updating their regional travel forecast model to provide up to 1,000 transportation analysis zones. Metro can focus this model in Gresham and the East County area to relate to their underlying zone system. There are about 230 underlying zones in the area east of 148th Avenue and north of the Clackamas County line. This zone system will be adequate for the detail needed in the trafficway plan, with the exception where underlying zones straddle arterials. Outside this area, regional TAZ's will be used up to the Willamette River and Columbia River. The area west of the river would be truncated from the focused model and the bridges would be used as external cordons for the study area. In this way external-

external and external-internal activity can be controled and "hardwired" based on regional modelling. In conversations with Dick Walker, this task can be done in 893XXX months and would form the basis of a east county focused analysis tool. Metro would calibrate and refine the model to suit this projects purpose and would make the package available to the cities and county to load and test alternative scenarios.

To accomplish this task will require close coordination of DKS, City, County and Metro staff. The key tasks and responsibilities are outlined below.

First, DKS would integrate specific land use data for the traffic analysis zones within Gresham to supplement the land use designations developed by Metro. The land use data would be in units common for Gresham staff to work with such as dwelling units and square feet. Metro will provide ASCII files of the underlying zones with assessor data and land use characteristics. This data will be organized into land use categories for the trafficway plan and impact fee study. Summary tables will be developed to specific land use for each TAZ. The data base tool DKS uses would convert this information into data used by the EMME/2 model as a front-end processor. This task would occur concurrent with the County effort to update Metro zone data for Multnomah County in terms of zone definition and data. County work would be used for the regional model inputs and the DKS work would be used for the local model development.

DKS would also adapt a post-processor to provide intersection level data for analytical purposes. DKS has applied post-processors in three recent EMME/2 projects (Bellevue, Seattle and Contra Costa County, California). It takes model outputs, compares it to actual turn movement data and refines the intersection traffic forecast to produce more dependable future traffic data. This will allow the City of Gresham to utilize the power of the regional model which is supported by Metro staff, without investing significant efforts in model development and maintenance. It will also provide regional consistency with the City's analysis approach.

Metro has produced a 2010 travel forecast which will be the basis for this study's future analysis. DKS will use this forecast to define future roadway needs. Should the City and/or County identify that substantial buildout of the City/County's land use is not reflected in the Metro forecast, the land use data base pre-processor will be used to generate an alternative future year scenario for Metro/City/County to run build out conditions.

Using the EMME/2 model forecasts for P.M. peak hour, DKS will determine which study intersections will be potentially deficient in the future. Recommendations will be made, and in cases of new circulation elements, tested to verify their ability to mitigate future impacts. If two year 2010 land use scenarios are developed, the differences in potential intersection deficiencies will be identified. Alternative roadway network modelling will be limited to two circulation modifications.

Coordination with Metro staff will be important during this task. While DKS has an EMME/2 key which allows us to run the model, the particulars of the Metro model set up will make it more efficient for them to produce the network forecasts necessary for this study. DKS will

need to get background on the job stream and macros utilized to effectively manipulate inputs/outputs of the model. Their model will provide P.M. peak hour forecasts for the future year which will be analyzed. DKS will analyze output and evaluate results using post-process capabilities. Our work will be done to gain the necessary information for the trafficway study and be consistent in application for future use by the City of Gresham and Multnomah County.

Product: DKS will prepare a brief memo summarizing the future year P.M. peak hour traffic conditions at the study intersections and identify needed street improvements to mitigate level of service deficiencies.

TASK 4: COST ESTIMATES

DKS will sketch out initial improvements for deficient intersections. Up to 25 intersections have been budgeted for sketch plans. The improvements will be capacity tested to check if operation is brought into the acceptable range. Multnomah County will provide cost estimates for the street improvements identified in the existing and future year conditions. County cost estimates will reflect 1992 base year conditions and be documented in summary tables by project. Cost estimates for planned CIP projects will be used and adjusted to current dollars, if needed. Separate costs will be prepared for existing and future needs. DKS will provide the County with a spreadsheet format for the cost estimates including order of magnitude costs for development, right-of-way, acquisition and construction. Right-of-way estimates will be done in a preliminary manner and subject to further investigation when project development is performed.

Product: Using County provided cost data, DKS will prepare a brief memo summarizing the criteria used, cost to improve deficient intersections for both existing and future years, summarize a process for defining need for street improvements for scheduling purposes. Simplified sketch drawings of the street improvements will be prepared for the purpose of doing quantity take offs.

TASK 5: REVENUE SOURCES

Sonny Conder and Richard Forester will conduct an analysis of revenue sources for transportation improvements, under the direction of DKS Associates. This assessment will review current practices in Oregon, identify current funding programs and results, prepare a financing plan for Gresham, Troutdale, Wood Village and Fairview and assess the potential negative effects to economic development. Traffic impact fees have been developed extensively on the west coast. The following section provides a summary outline of the activities of this task.

The team will begin this task by conducting a survey to determine what funding strategies are currently in place in Oregon cities. Select key cities in the Metro region, cities of Eugene and Medford and Washington County for survey and interviews to collect information on how they are financing growth driven transportation improvements. The survey results will be used in three ways: 1) technical - to compare how the development charges were structured

*Exhibit A: Scope of Work
Trafficway Plan and Fee Study*

and justified; 2) administrative - to compare how system development charges were administered alone and in combination with other revenue systems; and 3) economic/political - to evaluate the mix. Percentages and the amounts of revenues from different sources and to provide a mechanism by which Gresham, Troutdale, Wood Village and Fairview can evaluate their own policy choices in these categories.

Select key cities/counties in the Portland Metro region, cities of Salem, Eugene, Corvallis and Medford and Clark County (Washington) will be surveyed and interviewed to collect information on how they are financing growth driven transportation improvements.

Local Taxes and Gas Taxes

- Because the Cities/County may wish to evaluate the option of whether and to what extent to assess new development at a rate constituting full cost recovery related to traffic and transportation costs attributable to new development, the funding mixture will be evaluated based upon input from key officials and financial documents, in order to assess which revenue sources will go to fund:
 - Transportation operations such as traffic aids maintenance and road repaving
 - Capital renovation projects for existing transportation capacity
 - Increases to transportation capacity necessitated by growth
 - Revenue sources include:
 - Gas taxes shared with region
 - State motor vehicle fees
 - Local general revenues such as property tax serial levies, etc.
 - Service charges and fees
 - Systems development charges and impact fees
 - LID's, Assessment Districts and other special districts such as Road Districts
 - Developer contributions and exactions
 - Federal/State grant funding
- Collect the following key data:
 - Studies or documentation determining how the revenue source was structured and justified.
 - Legal authority and codes/legislation enacting it.
 - Fee schedule if relevant.
 - Fund accounting and budgeting framework for revenue source if segregation and dedication of revenues is required by State or local ordinance.
 - Assessment by officials or other calculations of the degree to which the revenue source recovers growth costs.

Utilizing the above information, the team will develop a financing option or combination of options to fund trafficway deficiencies. The task will include a review of national literature and

collected survey data to determine best combination of revenue sources to provide debt service cash flow to support transportation related improvements.

- Among those to be considered are impact fees imposed to fund service to particular geographic areas.
- Systems development charges, special assessments such as LID's, assessment districts and economic improvement districts.
- Other fees, charges and general revenues.
- Developer self financing, exactions and credits.

An evaluation of the above for compliance with Ballot Measure 5 restrictions and compliance with ORS requirements for SDC's and related growth charges.

Given Gresham/East County's projections of population, employment growth and requirements for transportation capital construction, perform a number of financing feasibility "pro forma" to determine the combinations of debt financing and debt service sources that would be most effective from a political, legal and economic standpoint. This evaluation would entail:

- 5 year projections of transportation capital requirements (growth driven) for Gresham and other cities by subarea for 20 years.
- Estimate of cash flow generated by different revenue sources and combinations thereof.
- Development of debt instruments such as revenue bonds, bancroft bonds, certificates of participation and assessment bonds.
- Development of debt service schedules for various debt instruments including even payments, term bonds, increasing payments, etc.
- Determine which revenue sources and debt financing options are most feasible from a standpoint of financial sufficiency, risk, complexity and administrative feasibility, and legality.

Finally, the team will assess the economic impact of fees on the cities development strategy opportunities.

Product: Conder and Forester will prepare a working memo on the potential revenue sources and their impact.

TASK 6: TRAFFIC IMPACT FEE DEVELOPMENT

Based upon findings of Task 5, a program of funding street improvements will be developed. A simplified spreadsheet will be developed which identifies the funding potential from outside sources, city portion, other revenue sources and the traffic impact fee component. These sources will need to total to the cost of all associated traffic improvements (including street widening, signals, interchanges, new connections). In developing the traffic impact fee, an assessment will be made of the most appropriate means to share costs for new development. In past projects, DKS has found that P.M. peak hour trip end generation is the key determinate,

because roadway widths are predicated on this input. Pass-by trips can easily be accounted for in this approach and transit or carpool measures can be reflected in the P.M. peak hour traffic forecast using the EMME/2 model. Average daily traffic and vehicle miles of travel will also be assessed for this study. A recent ITE Journal article (April 1991) points to the lack of consistent and reliable existing data surrounding trip length estimates as a means to base impact fees. It is most likely that P.M. peak hour trip generation will be the primary means to determine relative impact of particular developments.

Each of the roadway improvements will be assessed in terms of fronting improvements. This will be determined in a session with City/County staff. Key future land holdings adjacent to unimproved roadways will be assigned responsibility for frontage improvement, beyond their area wide impact fee responsibility. Frontage assignment will mostly be done on link improvements to the roadway network, rather than intersection improvements. A system of credits will be evaluated and determined for those elements at intersections.

The fees for Gresham, Troutdale, Wood Village, Fairview and East County will be assessed in terms of individual fees, aggregate fee structure and potential district fees. One of the key fee basis criteria will be the amount of improvements in each jurisdiction. This will be compared to an overall fee for all improvements at study intersections. Based upon Task 5 and 7 findings, a fee basis will be developed for each city (aggregated, separate or otherwise).

Product: DKS will prepare a draft project report. The draft report will incorporate the task memos from the previous four tasks, incorporating any comments received at that time. Ten copies of the draft report including a reproducible original will be provided to the city.

TASK 7: IMPLEMENTATION PLAN

DKS, working with Richard Forester, will prepare the implementation plan for the traffic impact fees. This work will include the following.

Develop Fee. The team will develop a fee structure that is legally and technically sound and within the framework of current Oregon Law meeting with staff, community development groups, affected agencies and City Council as required during project development. This will include a review of the technical documentation and justification for each element of the proposed fee ensuring that it meets requisite legal requirements and does not fall within Measure 5 limitations.

Because the fee structure will most likely be a System Development Charge under HB 3224 definition, it will require the following procedures.

- Expenditure Challenge
- SDC Method Challenge
- SDC Revenue Controls

- Planning Requirements - Capital plans must be prepared which identify facilities which will use SDC funds. Funds can be spent only on projects identified in a plan authorized by ORS.
- Establish fee basis - By an ordinance or resolution and can be of two types:
 - 1) Reimbursement - limited to "equitable share of cost of existing facilities", or
 - 2) Improvement - based on cost of capital to provide projected capacity needed.
- Credit mechanism - to off set SDC charge for residential development under specified circumstances.
- Review and identify charter issues which may affect each jurisdiction's capacity to adopt the proposed fee and identify any special areas which may affect the fee or the procedure for its adoption.

Legal Issues. The team will develop an implementation plan that addresses legal requirements, administrative procedures for collection, exemptions, refunds, use of revenue, credits, and other relevant items. Based on discussions with appropriate City of Gresham, Troutdale, Wood Village, Fairview and County staff, the team will recommend an administrative structure and staffing appropriate to the selected capital budgeting and financing strategy. Based on survey of jurisdictions and collected administrative documents and review of the required legal elements, the team will determine the following:

- Responsibilities within Cities/County's administrative structure for various aspects of capital cost determination, developer responsibility, debt financing, revenue assessment and collection and debt service.
- Estimates of staff time and staff required to perform work.
- Examples from other jurisdictions of how similar work is performed and what administrative procedures, legal authority, etc. are used.

The outcome of these tasks will be a draft ordinance suitable for adoption and implementation.

Product: *Forester will prepare a working memo which details the implementation plan and a draft model ordinance for each jurisdiction and a draft inter-governmental agreement between jurisdictions, if the jurisdictions decide to adopt the same fee. This material will be incorporated into a final report submitted by DKS Associates, which includes response to comments on the draft. The final report will incorporate the implementation plan following review by City staff. DKS will respond to one unified set of non-contradictory comments submitted by the City in preparing the final report. In summary, 5 copies the working memos will submitted for review, 10 copies of the draft report and 15 copies of the final report. One of the copies of each memo and report will be reproducible to allow the City to make additional copies, if needed.*

TASK 8: MEETINGS

During the course of the project several progress, working and formal meetings will be conducted. DKS has developed the following schedule for meetings:

- Six monthly progress meetings, attended by one or two DKS staff members;
- Up to six working meetings with City, county, Metro, ODOT or other staff; and
- Up to six meetings with Gresham City Council, planning commission, workshops or community groups - organized by City staff.
- Up to six meetings to deal with the Cities of Troutdale, Wood Village, Fairview and Multnomah County.

These meetings have been budgeted into the estimated cost of this study. DKS is flexible in working with the City staff to develop a cost effective meeting schedule and budget to suit additional needs as they arise.

rsm25/32313/A901020/07.scf

Table 1
PROJECT BUDGET BY TASK

Task	Hours	DKS	Subs	ODC	TOTAL
1. Project Initiation	165	\$11,276	0	\$1,010	\$12,286
2. Existing Conditions	151	\$10,240	0	\$922	\$11,162
3. Future Conditions	226	\$14,618	0	\$1,293	\$15,911
4. Cost Estimating	172	\$12,370	0	\$1,103	\$13,473
5. Revenue Sources	165	\$3,225	\$9,295	\$328	\$12,848
6. Impact Fee Development	242	\$17,420	0	\$1,640	\$19,060
7. Implementation Plan	146	\$2,943	\$12,787	\$414	\$16,144
8. Meetings	108	\$9,957	0	\$900	\$10,857
TOTALS	1,375	\$82,049	\$22,082	\$7,610	\$111,741

Note: Expenses typically include computer, travel, phone, fax, delivery and reproduction associated with the

Table 2
STAFF HOURS BY TASK

Staff	TASKS						
	1	2	3	4	5	6	7
McCourt	56	52	28	9	24	70	23
Buxbaum/Story/Long/Colman	0	0	5	0	0	24	0
Coffey	0	38	0	21	9	0	10
DiIorio	71	0	141	71	0	70	0
Engineer	19	24	23	0	0	0	0
Word Processing	19	28	19	0	9	47	0
Graphics	0	9	10	71	0	19	0
Editing	0	0	0	0	0	12	0
Subtotal	165	151	226	172	42	242	33
Subconsultant							
Forester	0	0	0	0	18	0	88
Conder	0	0	0	0	105	0	25
TOTAL	165	151	226	172	165	242	146

SUBCONSULTANT BILLING RATES

R. Forester	\$95
S. Conder	\$75

Gresham/East County Trafficway and Impact Fee Study Budget Allocation By Task

DKS Associates

Task	Gresham	Fairview	Troutdale	Wood Village	County	TOTAL
1	\$8,600	\$610	\$1,600	\$730	\$746	\$12,286
2	\$7,820	\$560	\$1,450	\$670	\$662	\$11,162
3	\$11,140	\$800	\$2,070	\$950	\$951	\$15,911
4	\$10,800	\$253	\$1,350	\$260	\$810	\$13,473
5	\$7,710	\$535	\$1,390	\$643	\$2,570	\$12,848
6	\$13,350	\$1,000	\$2,450	\$1,000	\$1,260	\$19,060
7	\$11,000	\$900	\$2,100	\$900	\$1,244	\$16,144
8	\$6,500	\$800	\$1,500	\$600	\$1,457	\$10,857
TOTAL	\$76,920	\$5,458	\$13,910	\$5,753	\$9,700	\$111,741

Assumes:

- All required traffic counting to be performed by City and County.
- All cost estimates of improvements to be performed by County.
- Metro provides focused travel model in East County.
- City/County assistance in production run of travel model.
- Land use from Metro Arc-Info system and Assessor data base.
- AutoCAD base maps provided by City/County for improvement locations.

DATE SUBMITTED _____

(For Clerk Use)
Meeting Date DEC 05 1991
Agenda No. R-9

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: REQUEST TO SCHEDULE PUBLIC HEARING TO TRANSFER TAX FORECLOSED
PROPERTY TO THE CITY OF WOOD VILLAGE UNDER PROVISIONS OF
MULTNOMAH COUNTY ORDINANCE 672

Informal Only* _____ Formal Only _____

DEPARTMENT ENVIRONMENTAL SVCS DIVISION FACILITIES & PROPERTY MGMNT

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

1. The City of Wood Village, Oregon has requested transfer of the following property for public open space/park purposes under the provisions of MULTNOMAH COUNTY ORDINANCE 672(F) in consideration of payment of taxes and costs for which the property is liable:

SEC 34, 1N 3E; TL #35 5.47 AC (SEE ATTACHED EXHIBIT A)
COMMONLY KNOWN AS W/104 HAWTHORNE AVE

2. TAXES OWED WHEN DEEDED TO COUNTY: \$30,468.95

3. COSTS INCURRED IN MANAGING PROPERTY: \$0.00

4. MARKET VALUE, 1991/92 TAX ROLL: \$147,900.00

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

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 MINUTES

IMPACT:

PERSONNEL

[X] FISCAL/BUDGETARY

[X] General Fund

[X] Other TAX TITLE FUND

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET/PERSONNEL: _____

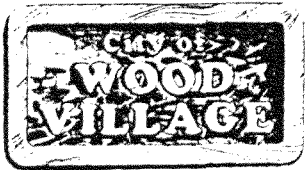
COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contracts) [Signature]

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

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

*Sent copy of Order 91-183 to Larry Baxter 12-9-91.
Hearing Date Not Set when Order Approved. Needs to be redone*

BOARD OF
COUNTY COMMISSIONERS
1991 NOV 28 AM 10:49
MULTNOMAH COUNTY
OREGON



Mayor
Derald D. Ulmer
City Council
Donald L. Robertson
Robert S. Lokting
Joan Borisch
William Stewart

2055 N.E. 238th Dr.
Wood Village, Oregon
97060-1095
(503) 667-6211

October 17, 1991

Larry Baxter
Multnomah County Tax Title Unit
2505 SE 11th Avenue
Portland, OR 97202

RE: Request for transfer of Tax Lot 35 in Section 34, T. 1N, R. 3E
(#94334-0350)

At the regular City Council meeting on October 9, 1991, the Council directed staff to submit an official request for title transfer of the above referenced parcel to the City of Wood Village in consideration of payment for the delinquent taxes and interest on this parcel. We understand this cost will be approximately \$30,000. Please inform me of the precise amount required for this requested title transfer and submit this request to the Board of Commissioners for their approval.

Thank you for your assistance.

Sincerely,

Sheila Ritz Arthur
City Administrator

C: Robert Oberst, Property Manager

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Request)
for Approval to Transfer)
Tax Foreclosed Properties to)
THE CITY OF WOOD VILLAGE, OREGON)

ORDER 91-183

WHEREAS, pursuant to Ordinance 672, THE CITY OF WOOD VILLAGE, OREGON has filed a request for transfer of the following tax foreclosed property:

SEC 34, 1N 3E
TL #35 5.47 AC (SEE ATTACHED EXHIBIT A)

WHEREAS, in accord with the ordinance, the Tax Title Unit has reported the request to the Board at a public meeting; and

WHEREAS, based on the report, it appears that the public interest will be served by the transfer;

NOW THEREFORE, it is ORDERED that a public hearing on the request shall be held on the _____ day of _____ 1991, and the Director shall publish notice of the hearing as required by Ordinance 672.

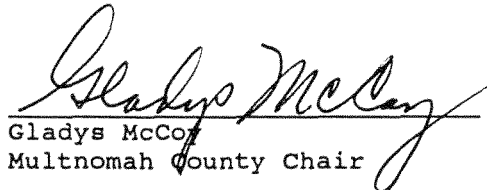
ADOPTED this _____ day of _____ 1991.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

(SEAL)

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon


Gladys McCoy
Multnomah County Chair

By 

Section 34,
T 1N R 3E
R94334-0350

EXHIBIT A

2954

A tract of land situated in the Northeast one-quarter of Section 34, Township 1 North, Range 3 East of the Willamette Meridian in the County of Multnomah and State of Oregon, being more particularly described as follows:

Beginning at the Northeast corner of said Section 34; thence South $00^{\circ}20'30''$ East along the East line thereof 613.98 feet to the North line of COTTONWOOD ESTATES CONDOMINIUM; thence North $37^{\circ}13'08''$ West along the North line of said Condominium 246.49 feet; thence South $52^{\circ}46'52''$ West, 168.21 feet; thence North $37^{\circ}13'08''$ West 51.71 feet to a point of curvature; thence 129.53 feet along the arc of a 100.00 foot radius curve to the left through a central angle of $74^{\circ}12'57''$ (the chord bears North $74^{\circ}19'36''$ West a distance of 120.66 feet); thence South $68^{\circ}33'55''$ West 60.00 feet to a point on the East line of Treehill Park Condominium; thence leaving said East line North $08^{\circ}13'47''$ West 331.03 feet; thence North $06^{\circ}27'15''$ East 137.76 feet to the North line of Section 34; thence northeasterly along said North line to the point of beginning.

Meeting Date: NOV 26 1991 DEC 05 1991

Agenda No.: R-5 R-10

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: CSD Diversion Agreement Increase and Bud Mod

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

DEPARTMENT Human Services DIVISION Juvenile Justice

CONTACT Harold Ogburn TELEPHONE 248-3460

PERSON(S) MAKING PRESENTATION Harold Ogburn

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):

This agreement increases the State Children's Services Division downsizing revenue contract by \$1,050. This additional revenue will pay for electronic monitoring services.

Bud Mod DHS # 46 and CSD Diversion agreement are to be placed on the agenda simultaneously.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

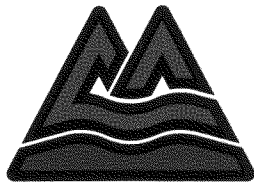
Or

DEPARTMENT MANAGER Belli Odegard (ac)

(All accompanying documents must have required signatures)

*Returned Original GAT Contract to Jana McEllen
12-9-91.*

BOARD
JUVENILE JUSTICE
1991 NOV 20 PM 3:09
MULTI-COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
JUVENILE JUSTICE DIVISION
1401 N.E. 68th
PORTLAND, OREGON 97213
(503) 248-3460

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

TO: Gladys McCoy, Chairperson
Board of County Commissioners

VIA: Billi Odegaard, Interim Director
Department of Human Services

Billi Odegaard (cc)

FROM: *H* Harold Ogburn, Director
Juvenile Justice Division

RE: Approval of revenue contract amendment between State
Children's Services Division and the Juvenile Justice
Division.

DATE: November 8, 1991

RETROACTIVE STATUS: This contract is retroactive to July 1, 1991. When the State forwarded this amendment to the Division in late August, it was held by the Division until the Diversion contract for \$672,142 for diversion services was resolved. With the diversion contract differences resolved, this amendment can also be processed.

RECOMMENDATION: The Juvenile Justice Division (JJD) recommends the Chair's and Board's approval of a revenue contract amendment (and accompanying budget modification, DHS # 46) between the State Children's Services Division (CSD) and JJD for the period of July 1, 1991 through June 30, 1992.

ANALYSIS/BACKGROUND: This amendment increases the State Children's Services Division downsizing revenue contract to JJD by \$1,050. At the time the original contract was signed the final adopted budget at the State level was not fixed. Since that time these additional dollars have been awarded.

These dollars were part of the total "downsizing package" agreement between the Division and the State effective July 1, 1990.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102152Amendment # 1

CLASS I <input type="checkbox"/> Professional Services under \$10,000	CLASS II <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	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement RATIFIED Multnomah County Board of Commissioners R-10 December 5, 1991
---	---	---

Contact Person Jana McLellan Phone 248 3476 Date 8 November 1991Department Human Services Division Juvenile Justice Bldg/Room B311Description of Contract This is a revision to DHS Contract #102152, between the State Children's Services Division and the Multnomah County Juvenile Justice Division. It increases the original contract amount by \$1,050.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Children's Service DivisionMailing Address 198 Commercial Street, SESalem, Oregon, 97310-0450Phone 503 378 3542

Employer ID # or SS # _____

Effective Date July 1, 1991Termination Date June 30, 1992Original Contract Amount \$ 672,142.Amount of Amendment \$ 1,050.Total Amount of Agreement \$ 673,192.**Payment Term**☐ Lump Sum \$ _____☐ Monthly \$ _____☐ Other \$ _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager Billie Oddegaard (ac) Date 11-18-91Purchasing Director _____ Date _____
(Class II Contracts Only)County Counsel [Signature] Date 11.20.91

County Chair/Sheriff _____ Date _____

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REFY GATEG CODE	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	2510					2318	CSD Downsize	\$1,050.	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

CSD CONTRACT #: 1-586 D90847

State of Oregon
Department of Human Resources
Children's Services Division
Phone: 378-3542

MULTNOMAH COUNTY BOARD OF COMMISSIONERS

1401 NE 68th Avenue
Portland, Oregon 97213

AMENDMENT OF CONTRACT #1-142 D90847, between the person or organization named above and the State of Oregon, Department of Human Resources, Children's Services Division.

The Oregon Legislative Assembly has approved the Division's budget for the 1991-93 biennium which authorizes the Division to adopt new rates to be paid for services under the above named contract. This amendment, when signed by you and an authorized representative of the Children's Services Division, will amend the contract to provide for payment of the amount and rate(s) below and the Discretionary Bed Space Limit. All other terms, provisions, and conditions of the contract remain unchanged.

This amendment will be effective upon signature by both parties. The rates and Discretionary Bed Space Limits stated below will be effective for services beginning July 1, 1991. To avoid payment delay, please sign and return all three copies of this amendment immediately to the CSD Business Services Office, 198 Commercial Street S.E., Salem, Oregon 97310.

AMENDED RATES: As consideration for the services provided by the Contractor during the period beginning July 1, 1991 and ending June 30, 1992, the Division will pay to the Agency, by check(s), an amount not to exceed \$673,192.00, paid at the rate of \$56,099.33 per month.

AMENDED DISCRETIONARY BED SPACE LIMITS; The Contractor agrees to abide by the following Discretionary Bed Space Limitation during the term of this contract:

No more the 76.0 children on any given day.

REVIEWED: Contracts Officer [Signature] Budget Unit [Signature]

AGREED: CONTRACTOR

AGREED: CHILDREN'S SERVICES
DIVISION

By _____

By _____

Title _____

Date _____

Date _____

Format Approved as Legally Sufficient: L. Young, Asst. A.G., Date: 7-3-91

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

MULTNOMAH COUNTY, OREGON

By: _____
Contractor

Date: _____

Contractor's I.D. No. _____

By: Gladys McCoy
Gladys McCoy, Multnomah County Chair

Date: 12-5-91

By: Harold Ogilvie
Division Director

Date: 11/7/91

By: Alonso T. Pae Jr.
Program Manager

Date: 11/7/91

REVIEWED By: [Signature]
for:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

Date: 11.20.91

RATIFIED
Multnomah County Board
of Commissioners

L-10 12-5-91

DEC 0 5 1991

BUDGET MODIFICATION NO. DHS 46

(For Clerk's Use) Meeting Date NOV 26 1991

Agenda No. R-6

R-11

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

DEPARTMENT: Human Services DIVISION: Juvenile Justice
CONTACT: Marie Eighmey TELEPHONE: 248-3550
*NAME OF PERSON MAKING PRESENTATION TO BOARD: Billi Odegard

SUGGESTED AGENDA TITLE:

Budget Modification DHS# 46 adds \$1,050 state revenue from the Children Services Division to the Juvenile Justice Division.

(Estimated Time Needed On The Agenda)

2. DESCRIPTION OF MODIFICATION:
{ } PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED.

This budget modification adds \$1,050 more Diversion (downsizing) revenue from the Childrens Services Division than was reported in the Division's Adopted Budget. It places that \$1,050 in Professional Services and shifts \$2,950 from Detention Supplies to Professional Services to provide funding for electronic monitoring, an alternative to detention for juveniles.

3. REVENUE IMPACT:

Increases Federal/State revenue by \$1,050.
Increases Cash Tranfer of County G/F to Fed/State by

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1991 NOV 20 PM 3:10

4. CONTINGENCY STATUS:

Originated By <i>Harold Ogleborn</i>	Date <i>11/7/91</i>	Department Manager	Date
Budget Analyst <i>Kathleen Spruill</i>	Date <i>11/19/91</i>	Personnel Analyst	Date
Board Approval <i>Carris A. Peterson</i>	Date <i>12-5-91</i>		

ME/bdmdldnz.oct

Sent original Bud mod to Kathy Davis 12-10-91.

EXPENDITURE

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

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORGANI- ZATION	ACTIVITY	REPORT'G CATEGORY	OBJECT	CURRENT AMOUNT	REVISED AMOUNT	CHANGE	SUB- TOTAL	DESCRIPTION
		100	010	2510			6110			\$1,950		Inc Prof Services.
		100	010	2510			6230			(\$1,950)		Dec Supplies.
											\$0	SUBTOTAL, ORG 2510 CG/F
		156	010	2510			6110			\$2,050		Inc Prof Services.
		156	010	2510			6230			(\$1,000)		Dec Supplies.
		156	010	2510			7100			\$53		Inc Indirect Cost.
											\$1,103	SUBTOTAL, ORG 2510 F/S
											\$1,103	TOTAL, ORG 2510
		100	010	0106			7608			\$53	\$53	CASH TRNSFR,CG/F TO F/S.
											\$1,156	TOTAL EXPENSE

REVENUE

TRANSACTION RB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORGANI- ZATION	ACTIVITY	REPORT'G CATEGORY	REVENUE SOURCE	CURRENT AMOUNT	REVISED AMOUNT	CHANGE	SUB- TOTAL	DESCRIPTION
		156	010	2510			2318			\$1,050		CSD DOWNSIZE
		156	010	2540			7601			\$53		COUNTY G/F
											\$1,103	SUBTOTAL, ORG 2510
		100	010	0106			6600			\$53	\$53	SVC REIMB TO F/S FROM C
											\$1,156	TOTAL REVENUE

DATE SUBMITTED 11-15-91

(For Clerk's Use)
Meeting Date DEC 05 1991
Agenda No. 2-12

REQUEST FOR PLACEMENT ON THE AGENDA

Informal Only * _____ (Date) _____ Formal Only _____ (Date) _____

DEPARTMENT Management Support Svcs. DIVISION Purchasing & Contract Admin

CONTACT Lillie Walker/Sgt. LaBerge TELEPHONE 248-5111/255-3600

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Lillie Walker/Sgt. LaBerge

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

Request of the Board of County Commissioners, acting as PCRB, for approval of an exemption to the formal bid process for the purchase of two (2) 4-wheel drive patrol utility vehicles.
Portland General Electric Company.

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

☐ PERSONNEL
☐ FISCAL/BUDGETARY
☐ GENERAL FUND
OTHER _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Gladys McCoy

BUDGET/PERSONNEL _____

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

OTHER Lillie M. Walker
(Purchasing, Facilities Management, etc.)

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

*Sent copy of order 91-184 to Sgt. LaBerge, Lillie Walker & PCRB list
Larry Hob*

70Pur:11/91 on 12-10-91

CLERK OF
COUNTY COMMISSIONERS
1991 NOV 26 AM 10:48
MULTIOMAH COUNTY
OREGON



Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

ROBERT G. SKIPPER
SHERIFF

(503) 255-3600

MEMORANDUM

TO: LILLIE WALKER,
Purchasing Director

FROM: BOB SKIPPER,
Sheriff *[Signature]*

DATE: September 30, 1991

SUBJECT: REQUEST FOR AND EXEMPTION TO PURCHASE 4-WHEEL DRIVE
PATROL UTILITY VEHICLES

The Sheriff's Office has an immediate need to purchase two 4-wheel drive vehicles. This need is because of impending winter weather and the loss of one vehicle to a collision and the unsound mechanical conditions of the remaining vehicles. My conversations with Tom Guiney reveal that the state bid will not be available before our need occurs. Therefore, I would like to have an exemption from the bid process to make this purchase.

Attached is a memo which will explain our need in more detail and also identify the method that we intend to pay for the vehicles.

Thank you for your attention to this matter. If I can provide you with any additional information, please do not hesitate to contact me.

RECEIVED
PURCHASE SECTION
9 OCT -8 PM 1:43
MULTNOMAH COUNTY



Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

ROBERT G. SKIPPER
SHERIFF

(503) 255-3600

MEMORANDUM

TO: LARRY AAB, Manager
Management and Fiscal Services Section

cc: Randy Amundson, Chief Deputy, Enforcement Branch

FROM: SERGEANT DOUG LaBERGE, Manager
Equipment Unit

DATE: September 23, 1991

SUBJECT: REQUEST FOR AN EXEMPTION TO PURCHASE 4-WHEEL DRIVE PATROL UTILITY VEHICLES

The Multnomah County Sheriff's Office has patrol responsibilities in unincorporated Multnomah County where weather and terrain conditions in winter make driving hazardous. Some areas of the Gorge and the West Hills are only accessible by 4-wheel drive vehicles during inclement weather. In addition, the Sheriff's Office performs search and rescue operations year around where the use of a 4-wheel drive utility vehicle is mandatory. For the past six years, the Sheriff's Office has held a US Forest Service contract where one deputy operating a 4-wheel drive utility vehicle patrols Forest Service land in summer, supplying a service for which Multnomah County is compensated by contract.

At the beginning of this year, the Sheriff's Office had three 4-wheel drive utility vehicles, all 1985 GMC two door units. Unfortunately, during a search and rescue operation one 4-wheel drive utility vehicle was involved in a traffic accident totaling the vehicle. The two remaining vehicles are showing their age, and are proving to be unreliable emergency vehicles. Because of the age and unreliability exhibited by the 4-wheel drive vehicles currently in use, and the totally unexpected loss of one vehicle, there now exists a serious need to replace the two existing vehicles with new units. It is recommended that this office approach Mr. Tom Guiney, Fleet Director for Multnomah County, and ask his assistance in purchasing two new 4-wheel drive vehicles (preferably Jeep Cherokees or Ford Explorers) that can perform the tasks mandated. Further, it is recommended that this request be presented to the Board of County Commissioners as an exemption due to the proximity of winter and the unexpected and unplanned for loss and deterioration of the existing 4-wheel drive utility vehicles. With Board approval, the selection and purchase of these critically needed vehicles can be accomplished from local area dealer's stock without the need for competitive bids.

RECEIVED
PURCHASING SECTION
91 OCT -8 PM 1:43
MULTNOMAH COUNTY

AAB
9/23/91
Page 2

The funds for the purchase of these two new 4-wheel drive utility vehicles are already in place with no need for additional sources of revenue. Currently, replacement funds on the existing utility vehicles totals approximately \$15,218. In place in this year's fleet budget are funds allowing for the purchase of nine replacement patrol vehicles. By purchasing seven patrol vehicles instead of nine, the savings (approximately \$26,980) could then be added with the existing replacement funds to purchase two new 4-wheel drive utility vehicles, allowing the Sheriff's Office to perform its mission relative to adverse weather, search and rescue and future U.S Forest Service contracts.

DL/ej1/195-AEQU

RECEIVED
PURCHASING SECTION
91 OCT -8 PM 1:43
MULTNOMAH COUNTY



Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

ROBERT G. SKIPPER
SHERIFF

(503) 255-3600

MEMORANDUM

TO: FRANNA RITZ
Purchasing Program Coordinator

FROM: SERGEANT DOUG LABERGE, Manager
Equipment Unit *[Signature]*

DATE: October 31, 1991

SUBJECT: FOUR WHEEL DRIVE VEHICLE PRICE SAMPLING

A sampling of area new car dealers on vehicle availability and price show the following:

Jeep Cherokee Laredo package (25-B) in basic white, \$18,500 to \$19,000 per unit based upon any vehicle upgrades and availability.

Source: Riverside Jeep/Eagle, Bill Yoder Jeep/Eagle.

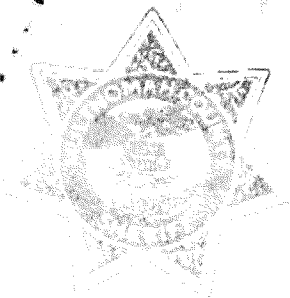
Ford Explorer XL group (U34) in basic white, \$17,866 to \$18,500 per unit based upon any vehicle upgrades and availability.

Source: Courtesy Ford, Gresham Ford.

The above vehicles can be equipped in a manner that is satisfactory for use by the Multnomah County Sheriff's Office and would be indicative of vehicles we would purchase subject to their availability.

DL/slr/214-AEQU

RECEIVED
PURCHASING SECTION
91 NOV -5 PM 1:33
MULTNOMAH COUNTY



Multnomah County Sheriff's Office

ROBERT G. SKIPPER
SHERIFF

12240 N.E. GLISAN - PORTLAND, OREGON 97230

(503) 255-3600

MEMORANDUM

TO: FRANNA RITZ
Purchasing Program Coordinator

FROM: SERGEANT DOUG LABERGE, MANAGER
Equipment Unit *DL*

DATE: November 12, 1991

SUBJECT: FOUR WHEEL DRIVE VEHICLE EQUIPMENT DESIRED

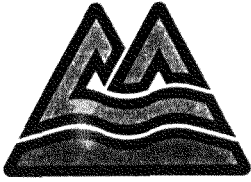
Basic vehicle equipment for four wheel drive units are as follows:

- White in color
- 4.0 litre engine or bigger with fuel injection
- Power Brakes (anti-lock preferred)
- Power steering
- Automatic Transmission
- Stabilizer bars, front and rear
- Air Conditioning
- Rear window defrost
- "On the fly" four wheel drive

Desired Options (if available):

- Power windows/door locks
- Heavy duty battery/alternator
- Skid plates: transfer case and gas tank
- dual outside mirrors

Depending upon availability, these items may come as a unit package.



MULTNOMAH COUNTY OREGON

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

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

NOTICE OF HEARING

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, will consider an application on Thursday, December 5, 1991, at 9:30 A.M. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, in the Matter of an Exemption to Contract for the Purchase of Two 4-Wheel Drive Vehicles for the Sheriff's Office; and in the Matter of an Exemption from Public Bidding a contract to Purchase an Emergency Generator for the Penumbra-Kelly Building.

A copy of the application is attached.

For additional information, contact Lillie Walker, Purchasing Director at 248-5111, or the Office of the Board Clerk at 248-5222.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD

Carrie A. Parkerson
Office of the Board Clerk

0516C/cap
enclosure

cc: Lillie Walker
Sheriff Skipper
F. Wayne George

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of an Exemption to Contract)
for the Purchase of Two 4-Wheel Drive) A P P L I C A T I O N
Vehicles for the Sheriff's Office)

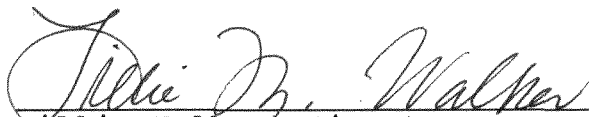
Application to the Public Contract Review Board on behalf of a request from the Sheriff's Office is hereby made pursuant to the Board's Administrative Rules AR 10.010, adopted under the provisions of ORS 279.015, for an order of exemption to purchase two (2) 4-wheel drive patrol utility vehicles that meet equipment requirements and are available from local dealer stock.

This Exemption is due to the following facts:

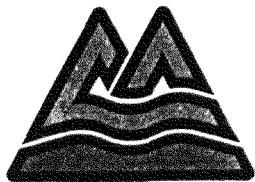
1. The Sheriff's Office has patrol responsibilities in unincorporated Multnomah County and under a U.S. Forest Service contract where weather and terrain conditions make the areas only accessible by 4-wheel drive vehicles.
2. One of the Sheriff's Office's three 4-wheel drive vehicles was lost due to an accident and the two remaining vehicles are proving to be unreliable due to their age and need to be replaced.
3. The vehicles need to be replaced prior to the onset of winter weather, which does not allow sufficient time to do a formal bid.
4. The Sheriff's Office, with assistance from the Fleet Director, will get quotes from local area dealers based on the equipment requirements (see attached) and immediate availability.
5. The estimated cost per vehicle is \$19,000.

The Sheriff's Office has budgeted funds to cover the cost of the purchase in the FY 1991-92 budget.

Dated this 15 day of November, 1991.


Lillie Walker, Director
Purchasing and Contract Administration

Attachments



MULTNOMAH COUNTY OREGON

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


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

NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered an application on Thursday, December 5, 1991, and approved Order 91-184 in the Matter of an Exemption to Contract for the Purchase of Two 4-Wheel Drive Vehicles for the Sheriff's Office; and Order 91-185 in the Matter of an Exemption From Public Bidding a Contract to Purchase an Emergency Generator for the Penumbra-Kelly Building.

A copy of the Order is attached.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD


Carrie A. Parkerson
Office of the Board Clerk

enclosures

cc:Lillie Walker
Sheriff Skipper
F. Wayne George

0516C/cap

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of an Exemption to Contract)
For the Purchase of Two 4-Wheel Drive) O R D E R
Vehicles for the Sheriff's Office) 91-184

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to consider a request from the Sheriff's Office, under Multnomah County PCRB Rule AR 10.010, to award a contract for the purchase of two (2) 4-wheel drive vehicles that meet equipment requirements and are available from local dealer stock.

It appearing to the Board that this recommendation for exemption, as it appears in the application, is based upon the fact that the Sheriff's Office's current vehicles are not sufficient to meet patrol and contract responsibilities and need to be replaced prior to the winter weather, which does not allow enough time for a formal bid. The processing of this purchase on an informal basis will not constitute favoritism due to the solicitation of competitive quotes.

It appearing to the Board that this exemption request is in accord with the requirements of the Multnomah County Public Contract Review Board Administrative Rules AR 10.010 and 30.010; now, therefore,

IT IS ORDERED that the purchase of two (2) 4-wheel drive vehicles be exempted from the requirement of formal competitive bidding.

Dated this 5th day of December , 1991.

REVIEWED:



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT
REVIEW BOARD:

By

Gladys McCoy
Gladys McCoy, County Chair

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By

L. D. B.
Assistant County Counsel

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date DEC 05 1991
Agenda No. R-13

REQUEST FOR PLACEMENT ON THE AGENDA

Informal Only * _____ (Date) Formal Only _____ (Date)

DEPARTMENT Management Support Svcs. DIVISION Purchasing & Contract Admin

CONTACT Lillie Walker/Randy Shannon TELEPHONE 248-5111/255-3322

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Lillie Walker

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

Request of the Board of County Commissioners, acting as PCRB, for approval of an emergency exemption to contract to purchase an emergency generator for the Penumbra-Kelly Building.

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

☐ PERSONNEL
☐ FISCAL/BUDGETARY
☐ GENERAL FUND
OTHER _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Gladys McCay

BUDGET/PERSONNEL _____

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

OTHER Lillie M. Walker
(Purchasing, Facilities Management, etc.)

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

*Sent Copy of Order 91-185 to Wayne George, Lillie Walker & PCRB
List on 12-10-91*



MULTNOMAH COUNTY OREGON

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

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

EXEMPTION REQUEST

TO: Lillie Walker
Purchasing

FROM: Paul Yarborough, Director
Dept. of Environmental Services

DATE: October 22, 1991

DATE ACTION IS REQUIRED: November 14, 1991

BACKGROUND

The Kelly building emergency generator provides backup power for the East Precinct Police Station and the Multnomah County Information Services Division. Both of these are critical operations and require backup power. The ISD mainframe computer supports both the county bookkeeping functions and the local law enforcement agencies. The law enforcement agencies dependence on this computer increases the critical importance of continuous operation of this computer system.

This generator is run whenever there is an ice storm that can cause a power outage. It is not uncommon for the generator to run for a week or more during the winter. This is done to prevent a power outage from shutting down the computer system. The computer has no UPS (uninterrupted power source) to allow time for the generator to start before the computer goes down upon a power outage. This requires the county to operate the generator whenever a power outage is likely.

FINDINGS OF FACT

The existing generator had its right head removed to fix a coolant leak. The leak was not repairable because the block is cracked. To replace the block costs the same as buying a whole new generator. The existing generator has been reassembled and will

RECEIVED
PURCHASING SECTION

91 OCT 23 AM 8:05

MULTNOMAH COUNTY

Lillie Walker
October 22, 1991
Page 2

run but it can fail at any time. No one can be allowed in the generator room while it is running because when the engine fails it could (from a cylinder sleeve falling into the crankshaft) injure or kill anyone in the room. With the coolant leaking it will not run for several days without shutting down. This requires the county to find a replacement before this winter.

The lead time for a generator of this size, 300KW is 120 days. After bidding, a generator is four to six months from delivery. A 400KW generator from a cancelled order is available now. It is cheaper to purchase a larger generator now than to rent one for all winter. The rental generator has caused problems in the past with the neighborhood due to noise and smoke since it has to operate outside.

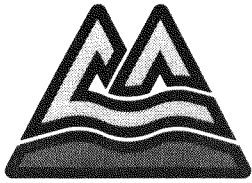
CONCLUSION

An Exemption from bidding is required for the timely installation of a replacement generator before the winter storms hit. If this is granted, a new generator can be installed the end of November.

If you have any questions please call Facilities Management for details.

PY/hw

cc: F. Wayne George
Jim Emerson
Randy Shannon
Jim Munz



MULTNOMAH COUNTY OREGON

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

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

MEMORANDUM

TO: JAN THOMPSON, BUYER
PURCHASING DIVISION

FROM: F. WAYNE GEORGE, DIRECTOR
FACILITIES AND PROPERTY MANAGEMENT *FWG*

Date: NOVEMBER 8, 1991

RE: **EMERGENCY GENERATOR AUTHORIZATION**

Regarding information necessary for processing the purchase of an emergency generator, here is the information you have requested. An exemption was requested and granted via the Purchasing Division Manager. The generator is to be installed as a replacement at the Penumbra-Kelly building where it is used as an emergency power source for the Portland Police Bureau (East Precinct) and the Multnomah County Information Services Division. As a condition of our lease with the City of Portland, they will reimburse Multnomah County 54.3% of the total cost for replacement. The estimated installed cost for the generator will be approximately \$50,000. Please use account code 100-030-5710 for this purchase. Upon total completion, we will bill the City of Portland for their share, execute a budget modification and reimburse our Capital Improvement fund. If you have any further questions and/or desire other information, please do not hesitate to contact my office.

cc: Kay Fantz
Jim Emerson
Randy Shannon

MEMORANDUM

To: Jan Thompson

From: Randall C Shannon

Date: October 31, 1991

Re: Kelly Generator Quotes

I have contacted two vendors for the purchase of a replacement of the Kelly building emergency generator. EC Electric did not have a generator to meet the time constraints required. Cummins has one in stock from an order that was canceled. Pacific Detroit Diesel was not contacted. We have examined their generators during two public bids for generators in the last year and they do not meet the specification requirements. Due to maintenance cost, fuel economy and engine life the county has in the past required four stroke engines not two stroke, as Pacific Detroit sells.



100-030-5710-8200
**Cummins
Northwest, Inc.**

4711 N. Basin Ave. (97217)
P.O. Box 2710
Portland, OR 97208-2710
(503) 289-0900, FAX 286-5938

STANDBY SYSTEM PROPOSAL

DATE- October 30, 1991
PREPARED FOR- Multnomah County
Attn: Randy Shannon

QUOTE NO.- 91683-05
PROJECT- Kelly Building

400 KW 500 KVA STANDBY .8 P.F. 60 HZ 3 PHASE 120/208 VOLTS
FOB POINT- Cummins Northwest EST DEL- in stock PRICES FIRM- 30 days

DESCRIPTION	*PRICE
ENGINE GENERATOR-MODEL- 400 DFEB (Cummins Beige)	\$40,601.00
FUEL SYSTEM- Diesel STARTING SYSTEM- 24 volt D.C.	
COOLING SYSTEM- Radiator BLOCK HTR 4000 WATTS	
INSTALLED GENERATOR MODIFICATIONS	
Electronic governor	
12 light safety monitor control panel	
Full set A.C. instruments	

LOOSE ACCESSORIES(INCLUDED)
600 amp 3 pole circuit breaker (removed from set)

SPECIAL NOTES Unit is presently in stock, subject to prior sale.

NO SALES TAX IS INCLUDED IN THIS QUOTATION

QUOTED BY

Bob Bruner

Bob Bruner, Sales Representative

*PER CNI STANDARD TERMS AND CONDITIONS

Onan



Anchorage, AK
Missoula, MT
Bend, OR

Eugene, OR
Medford, OR
North Bend, OR

Pendleton, OR
Portland, OR
Chenails, WA

Longview, WA
Seattle, WA
Spokane, WA

Tacoma, WA
Yakima, WA



MULTNOMAH COUNTY OREGON

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

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

NOTICE OF HEARING

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, will consider an application on Thursday, December 5, 1991, at 9:30 A.M. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, in the Matter of an Exemption to Contract for the Purchase of Two 4-Wheel Drive Vehicles for the Sheriff's Office; and in the Matter of an Exemption from Public Bidding a contract to Purchase an Emergency Generator for the Penumbra-Kelly Building.

A copy of the application is attached.

For additional information, contact Lillie Walker, Purchasing Director at 248-5111, or the Office of the Board Clerk at 248-5222.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD

Carrie A. Parkerson
Office of the Board Clerk

0516C/cap
enclosure

cc: Lillie Walker
Sheriff Skipper
F. Wayne George

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of an Emergency)
Exemption to Contract to)
Purchase an Emergency Generator) A P P L I C A T I O N
for the Penumbra-Kelly Building)

Application to the Public Contract Review Board on behalf of a request from the Department of Environmental Services, Facilities and Property Management, pursuant to Multnomah County Public Contract Review Board's Administrative Rules AR 10.110 and ORS 279.015 (3)(a) through (5)(b), for an exemption from the competitive bid process to contract for the purchase of an emergency generator for the Penumbra-Kelly Building. The total cost of this project is estimated to be \$50,000.

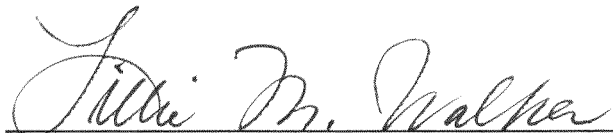
The request constitutes an emergency for the following reasons:

- 1) While doing repairs, it was discovered that the block was cracked on the current generator, and repairs would exceed the cost of a new generator. This generator is required for backup, especially during the winter, for ISD and local law enforcement agencies. The current generator could fail at any time and failure may create a hazard for workers (cylinder sleeve falling into crankshaft).
- 2) Lead time for bid and delivery of a generator is 4-6 months. Due to a cancelled order, one is available immediately.
- 3) Quotations were solicited for the equipment and installation. Only one equipment vendor could provide immediate delivery and the award for installation is going to the low quote.

The granting of this exemption does not constitute favoritism due to the solicitation of competitive quotes and eliminates potential downtime of the mainframe computer which supports local law enforcement and all County bookkeeping functions.

The Capital Improvement fund has sufficient funds for this project in its FY 1991-92 budget.

Dated this _____ day of November, 1991.



Lillie Walker, Director
Purchasing and Contract Administration

Attachments



MULTNOMAH COUNTY OREGON

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

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

NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered an application on Thursday, December 5, 1991, and approved Order 91-184 in the Matter of an Exemption to Contract for the Purchase of Two 4-Wheel Drive Vehicles for the Sheriff's Office; and Order 91-185 in the Matter of an Exemption From Public Bidding a Contract to Purchase an Emergency Generator for the Penumbra-Kelly Building.

A copy of the Order is attached.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD

Carrie A. Parkerson
Office of the Board Clerk

enclosures

cc:Lillie Walker
Sheriff Skipper
F. Wayne George

0516C/cap

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of an Exemption From)
Public Bidding a Contract to)
Purchase an Emergency Generator) O R D E R
For the Penumbra-Kelly Building) 91-185

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to review, pursuant to ORS 279.015(3)(a) through (5)(b) and AR 10.110, a declaration of emergency to purchase an emergency generator for the Penumbra-Kelly Building.

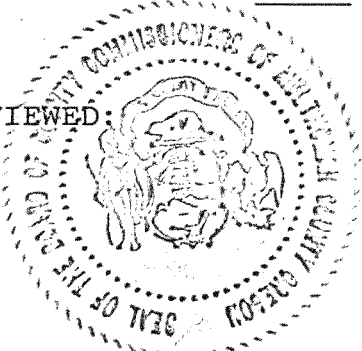
It appearing to the Board that the declaration of emergency, as it appears in this order, is based upon the fact that during repair of the existing generator it was discovered that repairs costing more than the placement of the generator are required. The current generator is a potential safety hazard and lead time for bidding and installation (4-6 months), in addition to creating a safety hazard, allows for potential downtime of the mainframe computer which supports local law enforcement agencies and County bookkeeping functions.

It appearing to the Board that the declaration of emergency is in accord with the requirements of ORS 279.015(3) through (5)(b) and PCRB Rules AR 10.110; now, therefore,

IT IS ORDERED that the purchase of an emergency generator be exempted from the requirement of formal competitive bidding.

Dated this 5th day of December, 1991.

REVIEWED:



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT
REVIEW BOARD:

By

Gladys McCoy
Gladys McCoy, County Chair

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By

John D. Bay
Assistant County Counsel