

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY, OREGON

In the Matter of Multnomah County)
Appointing Planning and Zoning)
Hearings Officer)

ORDER 92-95

WHEREAS, pursuant to MCC 11.15.8105 a Planning and Zoning Hearings Officer is authorized; and

WHEREAS, pursuant to MCC 11.15.8110 a Planning and Zoning Hearings Officer must be appointed by order of the Board of County Commissioners and shall serve at the pleasure of the Board; and,

WHEREAS, the powers and duties of the Planning and Zoning Hearings Officer are prescribed in MCC11.15.8115; and,

WHEREAS, funds have been budgeted and are available for Hearings Officer in the adopted FY 1991-92 Multnomah County Budget,

NOW, THEREFORE, THE BOARD ORDERS: effective May 25, 1992, Phillip Grillo is hereby appointed as a Planning and Zoning Hearings Officer subject to the conditions of the attached Personal Services Contract, Exhibit 1.

ADOPTED this 21st day of May, 1992.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

BY: Gladys McCoy
Gladys McCoy, Chair
MULTNOMAH COUNTY, OREGON

REVIEWED:

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

PERSONAL SERVICES CONTRACT

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through its Department of Environmental Services, hereafter called COUNTY, and Phillip Grillo, a Sole Propriator, hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. DESCRIPTION OF SERVICES. CONTRACTOR will provide the following services:

Planning and Zoning Hearings Officer Services set forth by the Attached Exhibit A as part of this Agreement.

2. COMPENSATION.

\$60.00/Hr. The total payment to Contractor for these services shall not exceed the sum of \$1500.00.

3. TERM. The CONTRACTOR's services will begin on May 25, 1992, and terminate when completed, but no later than June 30, 1992.

4. CONTRACT DOCUMENTS. This Contract consists of this contract document, the attached Conditions of Contract, and Exhibits A, B & C.

DATED this 11th day of May, 1992.

MULTNOMAH COUNTY
Department of Environmental Services

By Betsy H. Williams

CONTRACTOR
Phillip Grillo

By [Signature]

Contractor's ID No. 383507227

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By Sandra K. Guffy

EXHIBIT A

A. Hearings Officer Services and Conditions

The Hearings Officer agrees to the following:

- (1) Conduct all assigned quasi-judicial land use hearings and render decisions authorized by and pursuant to requirements of the Multnomah County Zoning and Land Division Ordinances.
- (2) Provide a written decision to the Director of the County Planning and Development Division within seven (7) calendar days following the hearing at which final action was announced or taken under advisement.
- (3) Inform the Director of the County Planning and Development Division at least two weeks before a hearing whether the officer has any conflicts of interest or is subject to any bias or pre-hearing contact with parties concerning any case on the Agenda Summary for that hearing.
- (4) Visit the site which is the subject of each application on which the Hearings Officer will act, provided however that not more than thirty minutes may be filled for visits to each case site on the Agenda.
- (5) The Hearings Officer shall keep accurate records on forms provided by the County for the purpose of computing compensable time and shall submit said record to the Division of Planning and Development for payment of services no later than the end of the next succeeded month in which the services were rendered.

B. Multnomah County Obligations and Terms

Multnomah County agrees to the following:

- (1) The County certifies that sufficient funds are available for expenditure to finance costs of this Contract.
- (2) The County agrees to compensate Contractor for performance of these services enumerated in this Agreement, at an hourly rate of \$60.00, or a maximum amount of \$1500 for the term of this Agreement, whichever is less.
- (3) The County shall have the responsibility for scheduling the time and place of all quasi-judicial land use hearings, and notify the appropriate parties pursuant to Multnomah County Zoning and Land Division Codes, as amended. The County shall also have the responsibility of providing the Hearings Officer with a summary of applications on which he or she shall act at a public hearing at least two weeks prior to that hearing.
- (4) The County shall provide a hearing room for every hearing conducted by the Hearings Officer.
- (5) The County shall comply with all requirements of the Multnomah County Zoning and Land Division Ordinances, as amended, for the Conduct of Hearings before the Hearings Officer.
- (6) The County shall be responsible for recording all hearings and for preparing final drafts of all decisions.

EXHIBIT B

MULTNOMAH COUNTY CONTRACT NO. _____

CONDITIONS OF PERSONAL SERVICES CONTRACT

The attached contract for services between Multnomah County, County herein, and Phillip Grillo, Contractor herein, is subject to the following:

GENERAL CONDITIONS

1. Independent Contractor Status - Contractor is an independent contractor, and neither Contractor, Contractor's subcontractors nor employees are employees of the County. Contractor is responsible for all federal, state and local taxes and fees applicable to payments for services under this agreement.
2. Subcontracts and Assignment - Contractor shall neither subcontract with others for any of the services prescribed herein nor assign any of Contractor's rights acquired hereunder without the prior written consent of County. The County is not liable to any third person for payment of any compensation payable to Contractor as provided in this agreement.
3. Access to Records - The County's authorized representatives shall have access to the books, documents, papers and records of Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts.
4. Ownership of Work Product - All work products of the Contractor which result from this contract are the exclusive property of the County, including the right of copyright of any published work.
5. Workers' Compensation Insurance -
 - A. Contractor shall maintain workers' compensation insurance coverage for all non-exempt workers, employed by Contractor in the performance of the work, either as a carrier or self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current workers' compensation insurance, or a copy thereof is attached to this agreement as Exhibit ____.
 - B. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current workers' compensation insurance coverage as described in subparagraph A. above.
 - C. If Contractor's workers' compensation insurance coverage is due to expire before completion of the work, Contractor will renew or replace such insurance coverage and provide County with a certificate of insurance coverage showing compliance with this section.
6. Indemnification
 - A. If Contractor is insured against claims for professional errors and omissions under a professional liability insurance policy, to the extent Contractor is covered under such policy, Contractor shall defend, indemnify and hold harmless the County, its officers, agents and employees from all claims, suits or actions resulting or arising from Contractor's sole negligence in performance of professional services under this agreement, without regard to any monetary limits of such policy of insurance.
 - B. As to any other claim of liability, other than above described, Contractor shall defend, indemnify, and save harmless the County, its officers, agents and employees from all claims, suits or actions of whatsoever nature resulting or arising out of the activities of the Contractor or Contractor's subcontractors, agents or employees under this agreement, including claims based in part on the negligence of County or others.
7. Early Termination -
 - A. This contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) days notice, in writing, and delivered by certified mail or in person.
 - B. The County, by written notice of default, may terminate this agreement if Contractor fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.
 - C. Upon termination before completion of the services, payment to Contractor shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against County under this agreement.
 - D. Termination under any provision of this paragraph shall not affect any right, obligation or liability of Contractor or liability of Contractor or County which accrued prior to termination.
8. Adherence to Law - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this contract.
9. Non-Discrimination - Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes.

EXHIBIT C

INDEPENDENT CONTRACTOR CERTIFICATE

NAME OF CONTRACTOR: Phillip Grillo

The undersigned, as a provider of personal services to Multnomah County, certifies that I am an independent contractor and not an employee of Multnomah County. I am fully responsible for all federal, state and local taxes and fees applicable to any compensation for services and will indemnify the County therefrom.

I further agree to maintain Workers' Compensation insurance coverage for all non-exempt workers, employees and subcontractors performing work under the contract and will indemnify, defend and save harmless Multnomah County from any claims under the Oregon Workers' Compensation Law (ORS Chapter 656) arising from said work.

Dated May 11, 19 92

Contractor: 

Federal ID #: 383507227