

ANNOTATED MINUTES

Tuesday, July 26, 1994 - 1:30 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

PLANNING ITEMS

Chair Beverly Stein convened the hearing at 1:35 p.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present, and Planning Commission Chair Leonard Yoon, planning staff Scott Pemble, Sandy Mathewson, Gordon Howard and Bob Hall also present.

P-1 **C 1-94a** **DE NOVO HEARING, WITH TESTIMONY LIMITED TO 30 MINUTES PER SIDE, in the Matter of Appeals of the June 27, 1994 Multnomah County Planning Commission's Recommendation on the West Hills Reconciliation Report, a Quasi-Judicial Plan Amendment to the Multnomah County Comprehensive Framework Plan, Volume I Findings Documents**

CHAIR STEIN OUTLINED THE ORDER OF PROCEDURE AND ADVISED THE BOARD WOULD DELIBERATE AND RENDER A DECISION AT ITS AUGUST 9, 1994 MEETING.

SCOTT PEMBLE PRESENTED THE STAFF REPORT, CITING APPLICABLE LAWS AND ADVISING THE FINAL DECISION OF THE BOARD WILL BE REPORTED TO THE LAND CONSERVATION AND DEVELOPMENT COMMISSION FOR DETERMINATION AS TO WHETHER COUNTY SATISFIED LCDC'S REMAND ORDER REQUIREMENTS. MR. PEMBLE REPORTED ON THE CHRONOLOGY OF THE LAND USE HEARING PROCESS, PUBLIC NOTICE COMPLIANCE, THE APPEAL PROCESS, AND REPORTED ON ITEMS INCLUDED IN THE RECORD TO DATE. MR. PEMBLE SUBMITTED COPIES A JULY 18, 1994 LETTER FROM RICHARD SHEPARD AND JULY 20, 1994 LETTER FROM RICHARD SHAFFER FOR INCLUSION IN THE RECORD. MR. PEMBLE ADVISED THE WEST HILLS RECONCILIATION REPORT, INCLUDING ADDENDA AND ERRATA DATED JUNE 13, JUNE 21 AND JUNE 27, 1994, CONSTITUTES THE PLANNING COMMISSION DECISION.

LEONARD YOON SUBMITTED AND PRESENTED TESTIMONY SUMMARIZING CHANGES TO THE WEST HILLS RECONCILIATION REPORT MADE BY THE

PLANNING COMMISSION. MR. YOON AND MR. PEMBLE RESPONSE TO COMMISSIONER KELLEY'S QUESTION REGARDING RECLAMATION PHASING.

IN RESPONSE TO QUESTIONS OF CHAIR STEIN, NO BOARD DISCLOSURES OR CHALLENGES WERE REPORTED.

IN RESPONSE TO A QUESTION OF CHAIR STEIN, ARNOLD ROCHLIN EXPRESSED CONCERN REGARDING POSSIBLE EXCLUSION OF THE RECORD BACK TO 1989. FOLLOWING DISCUSSION WITH MR. PEMBLE AND JOHN DuBAY, CHAIR STEIN REPORTED THE RECORD FROM 1989 TO THE PRESENT CONSTITUTES THE ENTIRE RECORD IN THIS CASE FOR PURPOSES OF LUBA OR LCDC APPEAL. MR. ROCHLIN ADVISED HE WOULD NEED A CONTINUANCE IF SOMEONE OFFERS TESTIMONY CONCERNING PORTIONS OF THE JUNE, 1994 TRANSCRIPTS NOT PROVIDED TO HIM. MR. DuBAY ADVISED THE COMPLETED TRANSCRIPTS WILL BECOME PART OF THE RECORD.

IN RESPONSE TO CHAIR STEIN ANNOUNCING THE RECORD WILL REMAIN OPEN FOR ANY WRITTEN TESTIMONY UNTIL COMPLETION OF THE HEARING TODAY, MR. PEMBLE PRESENTED AND SUBMITTED A COPY OF A JULY 25, 1994 LETTER FROM FRANK SCHNITZER TO BE ENTERED AS PART OF THE RECORD. AT THE REQUEST OF CHAIR STEIN, COPIES OF THE LETTER WERE GIVEN TO APPELLANTS.

APPELLANT FRANK PARISI, ATTORNEY REPRESENTING ANGELL BROTHERS, SUBMITTED AN AERIAL MAP OF THE WEST HILLS AND TESTIFIED IN OPPOSITION TO PLANNING COMMISSION DECISIONS CONCERNING MINING ACTIVITIES AND HABITAT PROTECTION AREAS, ADVISING IT WOULD CAUSE HIS CLIENTS TO HAVE TO MINE THE 99 ACRE FORESTED SCENIC BUFFER AREA CURRENTLY HIDING THE MINING EXCAVATION AND THE NORTH ANGELL BROTHERS STREAM. MR. PARISI ADVISED HIS CLIENTS WANT TO MOVE THE EXTRACTION AREA FURTHER UP THE HILL THEN START PHASE MINING AFTER THE CLEAR CUT AREA IS REGENERATED. MR. PARISI SUBMITTED A PRICE

LIST FROM GRANITE ROCK IN CALIFORNIA. MR. PARISI EXPLANATION CONCERNING DOGAMI'S ROLE REGARDING PHASING; CLARIFICATION OF ANGELL BROTHERS REQUEST FOR CHANGE IN ZONING DESIGNATIONS; CLARIFICATION OF ANGELL BROTHERS POSITION REGARDING THE SIGNIFICANCE OF WILDLIFE CORRIDOR RESOURCE BASED ON QUALITY, QUANTITY OR LOCATION OF THE RESOURCE; AND ANGELL BROTHERS POSITION REGARDING ECOSYSTEM RESTORATION. MR. PARISI SUBMITTED WRITTEN MATERIAL FOR INCLUSION IN THE RECORD AND ADVISED HE WOULD HAVE COPIES SERVED ON THE OTHER PARTIES TO THIS ACTION BY THE END OF TODAY.

APELLANT ARNOLD ROCHLIN SUBMITTED AND PRESENTED TESTIMONY IN OPPOSITION TO THE PLANNING COMMISSION DECISION, ADVISING THERE IS NOTHING IN THE RECORD INDEPENDENT OF THE ANGELL BROTHER ANALYSIS ITSELF WHICH ESTABLISHES THAT THERE IS A SIGNIFICANT QUANTITY AND QUALITY OF RESOURCE ON THE SITE. MR. ROCHLIN ADVISED THE ROCK APPEARS TO BE LIKE THE REST OF THE TUALATIN RANGE, VARIABLE IN DEPTH AND QUALITY, AND EXPRESSED CONCERN THAT INFORMATION FOR THE ENTIRE 263 ACRE SITE IS BASED ON TWO TEST HOLES 84 FEET DEEP AS REPORTED IN THE SCHLICHER REPORT COMMISSIONED BY ANGELL BROTHERS. MR. ROCHLIN ADVISED THAT MARVIN BEESON TESTIFIED THAT THE SCHLICHER REPORT DID NOT PROVIDE AN ADEQUATE BASIS FOR ANGELL BROTHERS PROJECTIONS, AND EXPRESSED CONCERN THAT ANGELL BROTHERS REFUSED TO DRILL OTHER TEST HOLES. MR. ROCHLIN TESTIFIED THAT IN ADDRESSING THE OAR REQUIREMENT THAT QUALITY AND QUANTITY BE COMPARED TO OTHER SITES IN AT LEAST THE SAME JURISDICTION, STAFF TOOK A MINIMAL APPROACH AND IGNORED COLUMBIA COUNTY QUARRIES. MR. ROCHLIN ASSERTED THERE WAS A CRITICAL LAPSE IN THE STAFF QUALITY ANALYSIS IN THAT THE SITE DEFINITION WAS DEFINED BY PROPERTY OWNERSHIP AND CONTROL NOT BY RESOURCE LOCATION, AND SUGGESTED STAFF DID NOT CONSIDER QUANTITY ON THE PRESENTLY APPROVED AND PRESENTLY DESIGNATED GOAL 5

SITE VERSUS THE PROPOSED ADDITIONAL AREA. MR. ROCHLIN CALCULATED ANGELL BROTHERS HAS AN 11 YEAR SUPPLY OF AGGREGATE ON ITS LAST 40 ACRE EXPANSION AREA, SUPPOSING INCREASES IN PRODUCTION BY 8% A YEAR, AND SUGGESTED THE 99 ACRE SITE BY THE HIGHWAY COULD BE PRESUMED TO HAVE ABOUT ANOTHER 100 YEAR SUPPLY. IN RESPONSE TO A QUESTION OF CHAIR STEIN, MR. ROCHLIN SUBMITTED A MAP AND BY WAY OF EXPANSION COMPROMISE, ENCOURAGED THE BOARD TO DIRECT ANGELL BROTHERS TO MINE THE 99 ACRES BY THE HIGHWAY AND GIVE THEM 35 ACRES MORE OUTSIDE OF THE BURLINGTON BOTTOMS AND NORTH ANGELL BROTHERS CREEK WATERSHEDS. MR. ROCHLIN TESTIFIED THE REPORT MAKES AN UNLAWFUL DETERMINATION OF THE IMPACT AREA OF THE QUARRY, IN THAT IT ARBITRARILY DEFINES THE IMPACT AREA AS A LINE DRAWN 1,200 FEET OUT FROM THE PERIMETER OF THE PROPERTY AS DETERMINED BY SOUND TESTS, ADVISING THERE IS NON-CONTRADICTORY EVIDENCE IN THE RECORD THAT THERE WILL BE IMPACT WAY BEYOND THE 1,200 FEET. MR. ROCHLIN RESPONDED TO BOARD QUESTIONS CONCERNING THE SUGGESTED AREA OF MINING PER SUBMITTED MAP AND A SILT DESTROYED WETLAND SOUTH OF BURLINGTON BOTTOMS.

HYDROLOGIST JON RHODES PRESENTED TESTIMONY CONCERNING HIS FINDINGS FOLLOWING A FIELD VISIT TO THE QUARRY SITE, WATERSHEDS AND SURROUNDING WETLANDS IN 1992, AS SUBMITTED IN THE RECORD. IN RESPONSE TO QUESTIONS OF CHAIR STEIN, MR. RHODES OUTLINED HIS EDUCATION AND EMPLOYMENT HISTORY, AND EXPLAINED IDENTIFICATION OF A WATERSHED AND ITS RANGES OF EFFECTS.

MICHAEL CARLSON PRESENTED TESTIMONY ON BEHALF OF THE PORTLAND AUDUBON SOCIETY EXPRESSING CONCERN REGARDING POTENTIAL HARMFUL IMPACTS TO WILDLIFE, INCLUDING ENDANGERED SPECIES SUCH AS THE BALD EAGLE, PAINTED TURTLES, NORTHWEST POND TURTLE AND COLUMBIA WHITE TAILED DEER; AND THE WATER QUALITY OF STREAMS, AND WETLANDS RESOURCES

IF QUARRY EXPANSION OCCURS. MR. CARLSON ENCOURAGED THE BOARD TO DESIGNATE NORTH ANGELL BROTHERS CREEK WATERSHED AS 3A FOR WILDLIFE AND FOR STREAMS AND TO CONTINUE THE PROPOSED 3A DESIGNATION FOR THE FORESTED HABITAT AREA KNOWN AS THE WILDLIFE CORRIDOR. MR. CARLSON RESPONDED TO BOARD QUESTIONS CONCERNING WILDLIFE HABITAT AND MIGRATORY WATERFOWL.

LYN MATTEI SUBMITTED AND PRESENTED TESTIMONY ON BEHALF OF THE OREGON NATIONAL RESOURCES COUNCIL CONCERNING THE COUNTY'S FIDUCIARY TRUST TO PROTECT THE BURLINGTON BOTTOMS WETLAND AND SUBMITTED A JULY 5, 1994 OREGONIAN ARTICLE CONTAINING COMMENTS FROM PAUL KEIRAN REGARDING WATER QUALITY TECHNOLOGY.

BIOLOGIST AND PHYSICIAN JODEANNE BELLANT SUBMITTED AND PRESENTED TESTIMONY URGING CONTINUED PROTECTION OF BURLINGTON BOTTOMS WETLANDS AND ITS VARIOUS INDIGENOUS SPECIES.

IN RESPONSE TO A QUESTION OF CHAIR STEIN, MR. ROCHLIN ADVISED IT WAS A COMPROMISE NOT TO PROTECT THE WETLAND FED BY THE MIDDLE ANGELL BROTHERS CREEK BECAUSE IT WAS FELT THAT PROTECTION OF THE NORTH ANGELL BROTHERS CREEK WOULD BE EASIER TO OBTAIN AT THIS POINT.

APPELLANT DONNA MATRAZZO SUBMITTED AND PRESENTED TESTIMONY ON BEHALF OF THE SAUVIE ISLAND CONSERVANCY, REQUESTING THAT THE BOARD NOT ALLOW QUARRY EXPANSION IN THE WATERSHED OF THE NORTH ANGELL BROTHERS CREEK IN ORDER TO PROTECT STREAMS, SCENIC, WILDLIFE AND BURLINGTON BOTTOMS. MS. MATRAZZO URGED THE BOARD TO REJECT THE PROPOSED SCENIC PROTECTION PLAN BECAUSE IT DOES NOT OFFER PROTECTION AND RECOMMENDED THAT THE IMPACT AREA OF THE STREAMS INCLUDE THE STREAMS' WATERSHEDS.

PORTLAND PARKS OPEN SPACE PLANNER DAVID

YAMASHITA OUTLINED HIS PROFESSIONAL BACKGROUND AND ADVISED HE IS HERE TODAY AS A PRIVATE CITIZEN. MR. YAMASHITA EXPRESSED CONCERN THAT THE PROPOSED PROTECTION PLAN DOES NOT ADDRESS SCENIC CORRIDORS; THAT THE GREAT VIEWS FROM SKYLINE BOULEVARD WERE NOT ADDRESSED; VIEWS FROM THE LANDSCAPE INTO THE RESOURCE WERE NOT CONSIDERED. MR. YAMASHITA DISCUSSED HIS CONCERN WITH THE PLAN'S VAGUE LANGUAGE, ADVISING THERE ARE MANY LOOPHOLES WITH UNENFORCEABLE GUIDELINES AND SUGGESTING STRICTER LANGUAGE IN ORDER FOR THE COUNTY TO BE AN EFFECTIVE PARTNER IN PROTECTING THE OUTSTANDING SCENIC RESOURCES OF THE METROPOLITAN AREA. IN RESPONSE TO BOARD QUESTIONS, MR. YAMASHITA EXPLAINED CONDITIONS OF THE CITY'S ENVIRONMENTAL PRESERVATION ZONE AND COMMENTED ON THE PROCESS FOR IDENTIFICATION OF SCENIC VIEW SPOTS.

MR. ROCHLIN SUBMITTED AND PRESENTED TESTIMONY CONCERNING SUPERFICIALNESS OF STREAM STUDY IN RECONCILIATION REPORT; THE EXCLUSION OF WATERSHEDS FROM THE IMPACT AREAS OF THE SIGNIFICANT STREAMS; AND OBJECTION TO PROPOSED PROTECTION OF IMPACT AREA BEING LIMITED TO ONLY RIPARIAN ZONES. MR. ROCHLIN ADVISED THE IMPACT AREA IS THE AREA WHERE USES MAY OCCUR THAT COULD ADVERSELY AFFECT THE RESOURCE SITE OR BE ADVERSELY AFFECTED BY USE OF THE RESOURCE SITE, AND THAT THE COUNTY MUST CONSIDER THE WATERSHEDS IF USES THERE COULD IMPACT THE STREAMS. MR. ROCHLIN ASSERTED THAT STAFF DID NOT ACKNOWLEDGE EXPERT TESTIMONY INCLUDED IN WRITING; DID NOT PROPOSE EVEN MINIMAL CONSTRUCTION GUIDELINES FOR WATERSHED PROTECTION; AND SUGGESTED THAT STAFF PROPOSAL TO NOT SPECIFICALLY MAP THE RIPARIAN AREAS IS ILLEGAL. MR. ROCHLIN RESPONSE TO BOARD QUESTION ABOUT PORTLAND'S REGULATIONS CONCERNING LEVELS OF ENVIRONMENTAL PROTECTION.

MICHAEL CARLSON PRESENTED TESTIMONY ON

BEHALF OF THE PORTLAND AUDUBON SOCIETY EXPRESSING CONCERN WITH LIMITED SCOPE OF STREAMS ANALYSIS THROUGHOUT THE COUNTY; AND CONCERN THAT WETLANDS ARE NOT CONSIDERED AS PART OF THE INVENTORY OF THE RECONCILIATION REPORT. MR. CARLSON ENCOURAGED BOARD TO ADOPT GOOD WATERSHED PROTECTION; PROTECTION FROM AGRICULTURE USES; REQUIRE 100 FOOT BUFFERS ON ALL SIDES OF STREAMS AND WATER RESOURCES; AND ADOPT HABITAT PROTECTION.

SUE BEILKE TESTIFYING AS A PRIVATE CITIZEN, ADVISED SHE WORKED AS PROJECT COORDINATOR ON THE BURLINGTON BOTTOMS MITIGATION SITE FOR THE DEPARTMENT OF FISH AND WILDLIFE. MS. BEILKE READ FROM A COPY OF THE HYDROLOGY REPORT THE DEPARTMENT CONTRACTED FOR BURLINGTON BOTTOMS REGARDING NORTH ANGELL BROTHER CREEK AND ITS SIGNIFICANCE AS A SOURCE OF WATER FOR THE BURLINGTON BOTTOMS AREA. MS. BEILKE TESTIFIED SHE BELIEVES THAT QUARRY EXPANSION IN THE PROPOSED AREA WOULD NEGATIVELY AFFECT BURLINGTON BOTTOMS. MS. BEILKE EXHIBITED A LARGE COLOR INFRARED PHOTO TAKEN LAST YEAR OF THE AREA AND DISCUSSED THE IMPORTANCE OF PRESERVING WETLANDS HABITAT. MS. BEILKE RESPONSE TO BOARD QUESTIONS CONCERNING MIDDLE ANGELL BROTHERS CREEK AND HER POSITION IN OPPOSITION TO MAY 19, 1994 FISH AND WILDLIFE FINDING THAT IT COULD NOT CONCLUDE NORTH ANGELL BROTHERS CREEK WARRANTED A SIGNIFICANT DESIGNATION DUE TO ITS CONTRIBUTION OF WATER TO BURLINGTON BOTTOMS.

MR. PARISI PRESENTED REBUTTAL TESTIMONY, ADVISING ANGELL BROTHERS COULD MINE UPPER EXPANSION AREA FOR 5 YEARS, DOING ONE BENCH PER YEAR AND THAT EXPANSION COULD BE PHASED SO THAT MINING DOES NOT BEGIN UNTIL FOREST COVER REESTABLISHED IN THE CLEAR CUTS ADJACENT TO AND NORTHWEST OF THE QUARRY. MR. PARISI REBUTTAL REGARDING SEDIMENT, WATER QUALITY, RECLAMATION, AND

ZONING ENFORCEMENT. MR. PARISI SUGGESTED MINING WILL WORK ALONG WITH HABITAT THROUGH CONSCIENTIOUS RECLAMATION OF QUARRY SITE AND SUBSEQUENT ESTABLISHMENT OF CONSERVATION EASEMENTS IN AREAS ADJACENT TO McNAMEE ROAD. MR. PARISI EXPRESSED CONCERN THAT ANGELL BROTHERS HAS SPENT TIME AND MONEY AND BEEN THROUGH COUNTLESS HEARINGS REQUESTING AN EXPANSION PERMIT SINCE 1989, DURING WHICH TIME THE COUNTY HAS ALLOWED 100 HOUSES IN AREA, AND THAT THE AREA MAY NOW BE CONSIDERED TOO URBANIZED TO ALLOW MINING. MR. PARISI EXPLANATION CONCERNING AGGREGATE AS A RESOURCE, ADVISING ANGELL BROTHERS DOES NOT WANT TO MINE THE 99 ACRES BY THE HIGHWAY FOR PUBLIC RELATIONS REASONS; SKIP ANDERSON'S PROJECTED ESTIMATE ON HOW LONG THE AGGREGATE WILL LAST BASED ON PRODUCTION FIGURES IN 1992. MR. PARISI ADVISED ANGELL BROTHERS HAS LOTS OF ROOM FOR SETTLING PONDS AND EXPLAINED THAT ANGELL BROTHERS FILED THE REQUIRED EPA PERMIT, WORKED WITH PAUL KEIRAN AND KEN ASHBAKER WHO IDENTIFIED A PROBLEM, AND WILL RESHAPE THE WORKING AREA OF PIT SO THEY CAN TREAT STORMWATER SEPARATELY, AND IS IN COMPLIANCE NOW. MR. PARISI RESPONSE TO QUESTION REGARDING QUALITY OF AGGREGATE ON SOUTHERN PORTION OF SITE VERSUS LOWER TOWARDS THE HIGHWAY, ADVISING IT IS BETTER THE DEEPER YOU GO. IN RESPONSE TO A QUESTION, MR. PARISI ADVISED A 3C DESIGNATION FOR NORTH ANGELL BROTHERS CREEK AND FOR THE EXPANSION MAY WORK. IN RESPONSE TO A QUESTION CONCERNING THE TECHNOLOGY AND ENGINEERING BEHIND THE HOLDING PONDS, AND FOLLOWING MR. DuBAY'S ADMONITION REGARDING SUBMISSION OF NEW EVIDENCE, MR. PARISI REFERRED THE BOARD TO PLANNING COMMISSION REBUTTAL TESTIMONY OF RON RATHBURN AND TORY WALKER ALREADY IN THE RECORD.

CHARLES HENDERSON REQUESTED INFORMATION CONCERNING CHANGES IN THE ZONE DESIGNATION WHICH WILL NOT ALLOW HIM TO BUILD ON HIS 8 TAX LOTS (40 ACRES) ON SKYLINE BOULEVARD

NORTH OF SPRINGDALE ROAD WHICH HE HAS OWNED FOR 40 YEARS. MR. PEMBLE DIRECTED TO MEET WITH MR. HENDERSON NOW FOR ASSISTANCE AND EXPLANATION.

CHARLES CIECKO, METRO'S REGIONAL PARKS AND GREENSPACES DIRECTOR SUBMITTED AND PRESENTED TESTIMONY IN OPPOSITION TO ANY QUARRY EXPANSION IN THE NORTH ANGELL BROTHERS CREEK OR ANY WATERSHED WHICH DRAINS TO BURLINGTON BOTTOM. MR. CIECKO ADVISED ANGELL BROTHERS HAS A HISTORY OF WATER QUALITY VIOLATIONS IN ITS EXISTING OPERATION, AND THAT SEDIMENT FROM THE EXISTING OPERATION HAS SERIOUSLY DEGRADED A WETLAND DOWNSTREAM OF THE QUARRY SITE. MR. CIECKO ASSERTED THAT THE RAILROAD, JUNKYARD OR HIGHWAY DEPARTMENT HAVE NOT BEEN CITED FOR WATER QUALITY VIOLATIONS BUT ANGELL BROTHERS HAS, AND EXPRESSED CONCERN REGARDING ANGELL BROTHERS IMPROVEMENTS WHICH HAVE NOT YET BEEN TESTED. MR. CIECKO SUBMISSION OF OREGONIAN ARTICLE ON KARBAN SITE CONCERNING TECHNOLOGY WHICH DOES NOT WORK.

SETH TANE TESTIMONY RECOMMENDING THAT COUNTY PRESERVE RESOURCES AS THEY ARE AT THIS TIME.

PLANNING COMMISSIONER CHRIS FOSTER TESTIFIED IN OPPOSITION TO QUARRY EXPANSION DUE TO PROBLEMS WITH OVERBURDEN, SOIL MANAGEMENT, EROSION AND WATER IN VIEW OF THE RESOURCE ALREADY EXISTING IN THE CURRENTLY PERMITTED AREA OR THE PROPOSED ROCHLIN AREA.

JOHN SHERMAN TESTIMONY IN OPPOSITION TO PROPOSED ANGELL BROTHERS QUARRY EXPANSION, ADVISING A PUBLIC RELATIONS PROBLEM IS NOT A GOAL 5 RESOURCE.

MR. PARISI REBUTTAL TESTIMONY ADVISING A PORTION BUT NOT ALL OF THE LOWER 99 ACRES IS APPROVED FOR MINING.

SKIP ANDERSON REBUTTAL TESTIMONY ADVISING ANGELL BROTHERS HAS 114 ACRES PERMITTED NOW, BUT DOES NOT HAVE 99 ACRES PERMITTED ADJACENT TO THE HIGHWAY. MR. ANDERSON EXPLAINED THE BUFFER ZONE THEY HAVE BEEN PRESERVING EVER SINCE THE MINE WAS STARTED IS NOT IN THE AREA WHICH IS NOW PERMITTED TO MINE. MR. ANDERSON ADVISED THAT IN OVER 20 YEARS, ANGELL BROTHERS HAS NOT HAD A CITATION FROM DEQ OR ANYONE ELSE UNTIL THE NEW STORMWATER POLLUTION CONTROL PLAN CAME INTO EFFECT, AND HAS HAD SINCE THEN 1 NOTICE OF NONCOMPLIANCE. MR. ANDERSON REPORTED ANGELL BROTHERS SPENT \$150,000 DEVELOPING A STORMWATER SYSTEM AND THE LAST 3 SAMPLES TAKEN WERE ALL IN COMPLIANCE. MR. ANDERSON REPORTED THAT ROCK QUALITY IS THE SAME THROUGHOUT QUARRY; SEISMIC TESTING WAS DONE IN 1991 OR 1992; AND THAT 98% OF THE AGGREGATE GOES TO MULTNOMAH COUNTY CUSTOMERS. MR. ANDERSON TESTIMONY IN SUPPORT OF ANGELL BROTHERS PROPOSAL TO LEAVE PART OF THE BOTTOM 3B, LEAVE 1,000 FEET OF THE BUFFER, MOVE UP THE HILL, AND LEAVE SOME ABOVE FOR WILDLIFE PROTECTION. MR. ANDERSON RESPONSE CONCERNING ROCHLIN, ET AL PROPOSED MINING EXPANSION ACREAGE VERSUS COUNTY PROPOSED MINING EXPANSION ACREAGE, ADVISING ANGELL BROTHERS IS PROPOSING AND WILLING TO ACCEPT SOMETHING BETWEEN THE UPPER AND BOTTOM, IN ORDER TO MINE THE MIDDLE PART.

MR. ROCHLIN REBUTTAL TESTIMONY ADVISING THERE WERE NO HEAVY RAINS THIS WINTER, SO THE SYSTEM IS UNTESTED; THE HIGHER MINING GOES, THE MORE VISIBLE IT IS FROM SIGNIFICANT VIEWING AREAS; PERSISTENCE NOT AN APPROVAL OF CRITERION, NOR IS PUBLIC RELATIONS. MR. ROCHLIN EXHIBITED COPIES OF PHOTOGRAPHS ALREADY IN RECORD SHOWING EFFECTS OF RUNOFF GOING INTO THE WETLAND AND THE CHANNEL FROM THE QUARRY SITE AND ADVOCATED BOARD DESIGNATING STREAMS AND AGGREGATE 3C AND REGULATING MINING ACTIVITIES.

FOLLOWING DISCUSSION WITH MR. PEMBLE AND MR. DuBAY, CHAIR STEIN ADVISED THE RECORD WOULD REMAIN OPEN FOR WRITTEN REBUTTAL ON THE JULY 25, 1994 LETTER FROM FRANK SCHNITZER OF DOGAMI, TO BE SUBMITTED TO THE PLANNING OFFICE BY 4:30 PM, TUESDAY, AUGUST 2, 1994. MR. PEMBLE RESPONSE TO BOARD QUESTION CONCERNING THE ROLE OF DOGAMI IN OVERSEEING MINING OPERATION AND TO ENSURE THAT THE MINING OPERATION IS CONSISTENT WITH THE RECLAMATION PLAN. CHAIR STEIN CLOSED THE HEARING ON THE WEST HILLS APPEALS AND ADVISED THE BOARD WILL DELIBERATE ON THIS MATTER AT 1:30 PM, TUESDAY, AUGUST 9, 1994.

The hearing was recessed at 4:37 p.m. and reconvened at 4:52 p.m.

P-2 **C 2-94a** DE NOVO HEARING, WITH TESTIMONY LIMITED TO 30 MINUTES PER SIDE, in the Matter of an Appeal of the June 27, 1994 Multnomah County Planning Commission's Recommendation on the Howard Canyon Reconciliation Report, a Quasi-Judicial Plan Amendment to the Multnomah County Comprehensive Framework Plan, Volume I Findings Documents

CHAIR STEIN OUTLINED THE ORDER OF PROCEDURE. IN RESPONSE TO QUESTIONS OF CHAIR STEIN, NO DISCLOSURES, CHALLENGES OR OBJECTIONS WERE REPORTED.

SCOTT PEMBLE PRESENTED THE STAFF REPORT, CITING APPLICABLE LAWS AND ADVISING THE FINAL DECISION OF THE BOARD WILL BE REPORTED TO THE LAND CONSERVATION AND DEVELOPMENT COMMISSION FOR DETERMINATION AS TO WHETHER COUNTY SATISFIED LCDC'S REMAND ORDER REQUIREMENTS. MR. PEMBLE REPORTED ON THE CHRONOLOGY OF THE LAND USE HEARING PROCESS, PUBLIC NOTICE COMPLIANCE, THE APPEAL PROCESS, AND REPORTED ON ITEMS INCLUDED IN THE RECORD TO DATE. MR. PEMBLE SUBMITTED COPIES OF A JULY 18, 1994 LETTER FROM PAUL KEIRAN AND A JULY 17, 1994 LETTER FROM KATHLEEN AND DAVID SHELMAN FOR INCLUSION IN THE RECORD. MR. PEMBLE ADVISED THE MAY 23, 1994 HOWARD CANYON RECONCILIATION REPORT, INCLUDING

ADDENDA DATED JUNE 21, 1994, CONSTITUTES THE PLANNING COMMISSION DECISION.

LEONARD YOON SUBMITTED AND PRESENTED TESTIMONY SUMMARIZING CHANGES MADE BY THE PLANNING COMMISSION REGARDING THE HOWARD CANYON RECONCILIATION REPORT AND RESPONDED TO QUESTIONS OF COMMISSIONER KELLEY REGARDING ESEE ANALYSIS ON RIVER AND ROAD TRANSPORTATION ISSUES.

APELLANT NEIL KAGAN, ATTORNEY FOR FRIENDS OF HOWARD CANYON, TESTIFIED IN SUPPORT OF REQUEST FOR BOARD TO REJECT THE RECOMMENDATION OF THE PLANNING COMMISSION TO CLASSIFY THE HOWARD CANYON AGGREGATE SITE AND HOWARD CANYON SIGNIFICANT STREAMS AS 3C ON THE BASIS OF A GROSSLY DEFICIENT RECONCILIATION REPORT WHICH IS VAGUE, INCOMPLETE AND UNABLE TO STAND UP UNDER REVIEW. MR. KAGAN REQUESTED THAT BOARD EITHER DEFER A DECISION UNTIL STAFF REVISES RECONCILIATION REPORT AS DETAILED IN HIS LETTERS OF JUNE 10 AND JUNE 13, 1994, OR CLASSIFY THE AGGREGATE SITE AS A 3B SITE ON THE BASIS OF THE EVIDENCE IN THE RECORD AS HIGHLIGHTED BY HIS TESTIMONY. MR. KAGAN SUBMITTED A SIGNIFICANT STREAMS STUDY MAP AND TESTIFIED REGARDING VALIDITY OF REPORT CONCERNING IMPACT AREAS; NEED FOR INCLUSION OF ROADS IN THE IMPACT AREA; IDENTIFYING CONFLICTING USES; OMISSION OF TIMBER PRODUCTION AND AGRICULTURE USE; AND DEFECTIVENESS OF ESEE ANALYSIS BECAUSE PRECEDING STEPS WERE INVALID AND ANALYSIS WAS NOT REVISED TO ADDRESS JUNE 13 TESTIMONY ADVISING QUARRY WILL DEPRESS PROPERTY VALUES IN THE AREA. MR. KAGAN RECOMMENDED THAT THE BOARD CLASSIFY THE AGGREGATE SITE 3B; DIRECT STAFF TO REVISE RECONCILIATION REPORT PER RECOMMENDATIONS; AND THAT THE BOARD RECONSIDER SAME ON THE BASIS OF THE REVISED REPORT. MR. KAGAN URGED BOARD TO COMMISSION AN INDEPENDENT EXPERT NOISE STUDY EVALUATION.

PAUL HRIBERNICK, ATTORNEY FOR RAY SMITH TESTIFIED IN SUPPORT OF PLANNING COMMISSION DECISION AND STAFF RECOMMENDATIONS, ADVISING THERE IS PLENTY OF ROOM BETWEEN THE AGGREGATE SITE AND THE SIGNIFICANT STREAMS TO ENSURE PROTECTION FOR BOTH. MR. HRIBERNICK ADVISED THAT AN INDEPENDENT NOISE STUDY IS FINE, BUT ONCE THE OPERATION/CRUSHER SITE IS ESTABLISHED INSIDE THE QUARRY, THERE IS NO NEED FOR THE EXPENSE OF A PERIODIC CHECK UP BECAUSE THE NOISE PARAMETERS WON'T CHANGE. MR. HRIBERNICK SUGGESTED THAT AN ANNUAL WATER QUALITY STUDY BE PERFORMED BY DEQ STORMWATER OFFICIALS RATHER THAN REQUIRING HIS CLIENTS TO BEAR THE EXPENSE OF AN INDEPENDENT CONSULTANT. MR. HRIBERNICK ADVISED HIS CLIENTS ARE WILLING TO LIMIT SITE TO COMMUNITY BASED SITE TO SERVE CORBETT AREA EAST OF THE RIVER AND ARE NOT INTERESTED IN COMPETING IN THE PORTLAND MARKET. MR. HRIBERNICK REBUTTAL TO MR. KAGAN TESTIMONY CONCERNING NOISE IMPACT AREA; TRAFFIC ON COUNTY ROADS; BALANCING NEED FOR GRAVEL WITH NEED FOR ADDITIONAL GRAZING OR TIMBER LAND; AND PROPERTY VALUES. MR. HRIBERNICK TESTIFIED IN SUPPORT OF A 3C DESIGNATION, ENDORSING LCDC, STAFF AND PLANNING COMMISSION RECOMMENDATIONS. MR. HRIBERNICK RESPONSE TO BOARD QUESTIONS.

MICHAEL CARLSON OF THE PORTLAND AUDUBON SOCIETY PRESENTED TESTIMONY CONCERNING POTENTIAL HARM TO SANDY RIVER TRIBUTARIES, WILDLIFE AND FISHERIES RESOURCES FROM SEDIMENT DUE TO QUARRY OPERATION AND ADVISED THE INVENTORIES AND ANALYSIS REPORT NOT AS DETAILED AS IT SHOULD BE.

MICHAEL GAMA PRESENTED TESTIMONY ADVISING THE RECONCILIATION REPORT IS FLAWED BECAUSE TRANSPORTATION ISSUES WERE NOT ADDRESSED AND IN OPPOSITION TO QUARRY EXPANSION DUE TO NEGATIVE IMPACT TO TRAFFIC SAFETY, TOURISM AND PROPERTY VALUES.

SUSAN FRY PRESENTED TESTIMONY IN OPPOSITION

TO QUARRY EXPANSION DUE TO NEGATIVE IMPACT TO LIVEABILITY AND TRAFFIC SAFETY, AND URGED BOARD TO ADOPT 3B DESIGNATION.

CAROLYN COONS PRESENTED TESTIMONY IN OPPOSITION TO QUARRY EXPANSION, SUGGESTING THE CURRENT LEVEL OF OPERATION IS SUFFICIENT FOR OPERATOR'S USE, WITH AN ADDITIONAL 5,000 CUBIC YARDS AVAILABLE FOR SALE TO THE PUBLIC, AND URGED BOARD TO ADOPT 3B DESIGNATION.

DENNIS WIANCKO PRESENTED TESTIMONY IN OPPOSITION TO QUARRY EXPANSION, ADVISING THE STUDY IS FLAWED BECAUSE TOPOGRAPHY WAS NOT TAKEN INTO ACCOUNT ON NOISE LEVEL IMPACT ZONE.

JANE ANDERSON PRESENTED TESTIMONY IN OPPOSITION TO QUARRY EXPANSION, EXPRESSING CONCERNS REGARDING DIMINISHED PROPERTY VALUES; TRAFFIC SAFETY ISSUES; AND PRESERVING THE NATIONAL SCENIC AREA. MS. ANDERSON ADVISED THE DEPARTMENT OF TRANSPORTATION HAS CONFLICTING OPINIONS REGARDING QUARRY.

KLAUS HEYNE PRESENTED TESTIMONY IN OPPOSITION TO QUARRY EXPANSION, ASSERTING THE NEED FOR ROCK FOR BUILDING OF NEW HOMES AND LOCAL ROADS IN THE COMMUNITY REMAINS STABLE AND THE PRESENT OPERATION IS SUFFICIENT FOR AREA. MR. HEYNE URGED BOARD TO ADOPT 3B DESIGNATION.

NEIL KAGAN PRESENTED REBUTTAL IN OPPOSITION TO MR. HRIBERNICK TESTIMONY AND RESPONSE TO BOARD QUESTIONS.

AT THE REQUEST OF MR. KAGAN, CHAIR STEIN ADVISED THAT THE RECORD WOULD REMAIN OPEN FOR WRITTEN REBUTTAL ON THE JULY 18, 1994 LETTER FROM PAUL KEIRAN OF DEQ, TO BE SUBMITTED TO THE PLANNING OFFICE BY 4:30 PM, TUESDAY, AUGUST 2, 1994. CHAIR STEIN CLOSED THE HEARING ON THE HOWARD CANYON APPEAL AND ADVISED THE BOARD WILL DELIBERATE ON

THIS MATTER AT 1:30 PM. TUESDAY, AUGUST 9, 1994.

There being no further business, the hearing was adjourned at 6:15 p.m.

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


Deborah L. Bogstad

*Thursday, July 28, 1994 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

REGULAR MEETING

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

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-2 *ORDER in the Matter of Cancellation of Land Sale Contract 15522 Between Multnomah County, Oregon and Joe S. Brown Upon Default of Payments and Performance of Covenants*

CHAIR STEIN ANNOUNCED THAT C-2 WILL BE CONTINUED TO THURSDAY, AUGUST 4, 1994.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, THE CONSENT CALENDAR (ITEMS C-1 AND C-3) WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

C-1 *Ratification of Amendment No. 2 to Intergovernmental Agreement Contract 103661 Between Oregon Health Sciences University, School of Medicine and Multnomah County, Adding the Dietetic Internship Program to the List of Administrative Units Providing Students to Work in County Clinics Per the Affiliation Agreement, for the Period Upon Execution through June 30, 1996*

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-3 *ORDER in the Matter of the Execution of Deed D941023 Upon Complete Performance of a Contract to Iner Poe*

ORDER 94-137.

REGULAR AGENDA

NON-DEPARTMENTAL

R-1 *Presentation in the Matter of Employee Service Awards Honoring Multnomah County Employees with Various Years of Service*

Commissioner Gary Hansen arrived at 9:35 a.m.

BOARD GREETED, ACKNOWLEDGED AND PRESENTED 5 YEAR AWARDS TO SANDRA LEAPTROTT OF ASD; JEAN LEAKE AND SHIRLEY WOLF OF CFS; DEBORA BROWN OF DA; RUTH WIEBER OF DCC; TERRY HOWARD AND PATRICK JONES OF DES; LARRY FRITZ AND LAURA SELBINGER OF JJD AND WENDY HAUSOTTER OF NOND. 10 YEAR AWARDS PRESENTED TO JEANETTE HANKINS OF ASD; MARIETTA POWERS AND NORMAN ROSENBLOOM OF DA; GLORIA FLUKER AND DIANNE SMITH OF DCC; CYNTHIA FREIERMUTH OF JJD AND SARA MARTIN OF NOND. 15 YEAR AWARDS PRESENTED TO PATTY BOWSER AND DONALD NEWELL OF DES AND EMMA KAUFMAN OF NOND. 20 YEAR AWARD PRESENTED TO STEVEN BAKER OF DES. 25 YEAR AWARDS PRESENTED TO C. DALE BAIRD OF DA AND DOCKUM SHAW OF DCC.

R-2 *Consideration in the Matter of the Appeal of the Revocation of an Adult Home Care License for Charla Dinnocenzo (Continued from July 7, 1994)*

IN RESPONSE TO A REQUEST OF CHAIR STEIN, CITY ATTORNEY ADRIANNE BROCKMAN, LEGAL COUNSEL FOR BOARD OF COMMISSIONERS, EXPLAINED THE BOARD MAY AFFIRM, REVERSE OR MODIFY THE HEARINGS OFFICER DECISION. COMMISSIONER COLLIER'S MOTION TO AFFIRM DIED FOR LACK OF A SECOND. STEVE BALOG RESPONSE TO QUESTION OF COMMISSIONER HANSEN. MS. BROCKMAN RESPONSE TO QUESTION OF COMMISSIONER KELLEY. BOARD COMMENTS AND DISCUSSION REGARDING COMMISSIONER KELLEY'S PROPOSED LICENSE CONDITIONS, LIMITATIONS AND REVIEW

PERIOD. BOARD COMMENTS AND DISCUSSION REGARDING PSYCHIATRIC EVALUATIONS OF DRs. TURCO, CRAFT AND SARDO, CLIENT SAFETY AND OPERATOR STABILITY. COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, TO AFFIRM HEARINGS OFFICER DECISION REVOKING LICENSE AND ALLOW OPERATOR TO REAPPLY FOR A LICENSE NO SOONER THAN SIX MONTHS AS LONG AS OPERATOR DOES NOT EXHIBIT BIZARRE EVIDENCE AS OUTLINED IN MR. BALOG'S SEPTEMBER 22, 1993 LETTER. BOARD DISCUSSION. MR. BALOG AND MS. BROCKMAN RESPONSE TO BOARD QUESTIONS AND DISCUSSION. FOLLOWING ADVICE OF COUNSEL, COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, TO AFFIRM THE HEARINGS OFFICER DECISION REVOKING LICENSE, WITH THE CONDITION THAT OPERATOR NOT REAPPLY SOONER THAN SIX MONTHS AFTER REVOCATION, AND REQUIRING THAT ANY REAPPLICATION BE ACCOMPANIED BY AN UPDATED EVALUATION REPORT FROM DR. TURCO. MOTION APPROVED, WITH COMMISSIONERS COLLIER, SALTZMAN AND STEIN VOTING AYE, AND COMMISSIONERS KELLEY AND HANSEN VOTING NO. COUNSEL TO DRAFT FINDINGS AND FINAL ORDER FOR BOARD CONSIDERATION. IN RESPONSE TO A QUESTION OF MS. BROCKMAN, MR. BALOG EXPLAINED THE DIVISION'S PROCEDURE REGARDING RELOCATION OF A CLIENT FOLLOWING LICENSE REVOCATION. BOARD CONSENSUS THAT PROCESS BE UNDERTAKEN.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-3 ***ORDER in the Matter of Restricting Pedestrian and Vehicular Traffic From SE 212th Avenue Between SE Burnside and SE Division Streets for Construction of Tri-Met Light Rail Facilities***

COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-3. JOHN DORST EXPLANATION AND RESPONSE TO BOARD QUESTIONS. MR. DORST ADVISED RESTRICTION DATES WILL BE FROM AUGUST 1, 1994 TO JANUARY 26, 1995. ORDER 94-138 UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

- R-4 *Ratification of Intergovernmental Agreement Contract 800045 Between the City of Maywood Park and Multnomah County, Providing Additional Patrol Services for the City of Maywood Park, for the Period July 1, 1994 through June 30, 1995*

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-4. LARRY AAB AND RANDY AMUNDSON EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.

- R-5 *Ratification of Intergovernmental Agreement Contract 800255 Between Multnomah County and Mt. Hood Community College, Wherein the College Will Provide Office Space for Multnomah County Sheriff's Office Use in Providing Community Police Services to Citizens of Maywood Park*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-5. RANDY AMUNDSON EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.

- R-6 *Ratification of Intergovernmental Agreement Contract 800325 Between Multnomah County and the City of Portland, Providing Certain Law Enforcement Services Involving Driving Under the Influence of Intoxicants (DUII) Pursuant to the Multnomah County Comprehensive Community DUII Prevention Program*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-6. RANDY AMUNDSON AND PAUL WICKERSHAM EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.

- R-7 *Ratification of Intergovernmental Agreement Contract 800355 Between Multnomah County and the Housing Authority of Portland, Providing a Supervised Inmate Work Crew to Perform General Labor Such as Grounds Maintenance, Yard and Nursery Work, Light Carpentry and Painting at Various Facilities Owned or Operated by the Housing Authority of Portland*

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-7. LARRY AAB EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.

PUBLIC COMMENT

R-8 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

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

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

Deborah L. Bogstad
Deborah L. Bogstad

*Thursday, July 28, 1994 - 10:15 AM
(Or Immediately Following Regular Meeting)*

*Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BOARD BRIEFING

B-1 *Briefing, Discussion and Request for Policy Direction in the Matter of Establishing Minimum Wage "Floors" for Unarmed Security Guard Services and Other Similar Contracts. Presented by Dave Boyer.*

CANCELLED.



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JULY 25, 1994 - JULY 29, 1994

- Tuesday, July 26, 1994 - 1:30 PM - Planning Items Page 2*
- Thursday, July 28, 1994 - 9:30 AM - Regular Meeting Page 2*
- Thursday, July 28, 1994 - 10:15 AM - Board Briefing Page 4*

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

- Thursday, 6:00 PM, Channel 30*
- Friday, 10:00 PM, Channel 30*
- Saturday, 12:30 PM, Channel 30*
- Sunday, 1:00 PM, Channel 30*

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

Tuesday, July 26, 1994 - 1:30 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

PLANNING ITEMS

- P-1 **C 1-94a** DE NOVO HEARING, WITH TESTIMONY LIMITED TO 30 MINUTES PER SIDE, in the Matter of Appeals of the June 27, 1994 Multnomah County Planning Commission's Recommendation on the West Hills Reconciliation Report, a Quasi-Judicial Plan Amendment to the Multnomah County Comprehensive Framework Plan, Volume I Findings Documents (1:30 PM TIME CERTAIN REQUESTED)
- P-2 **C 2-94a** DE NOVO HEARING, WITH TESTIMONY LIMITED TO 30 MINUTES PER SIDE, in the Matter of an Appeal of the June 27, 1994 Multnomah County Planning Commission's Recommendation on the Howard Canyon Reconciliation Report, a Quasi-Judicial Plan Amendment to the Multnomah County Comprehensive Framework Plan, Volume I Findings Documents (3:30 PM TIME CERTAIN REQUESTED)
-

Thursday, July 28, 1994 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF HEALTH

- C-1 Ratification of Amendment No. 2 to Intergovernmental Agreement Contract 103661 Between Oregon Health Sciences University, School of Medicine and Multnomah County, Adding the Dietetic Internship Program to the List of Administrative Units Providing Students to Work in County Clinics Per the Affiliation Agreement, for the Period Upon Execution through June 30, 1996

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-2 ORDER in the Matter of Cancellation of Land Sale Contract 15522 Between Multnomah County, Oregon and Joe S. Brown Upon Default of Payments and Performance of Covenants
- C-3 ORDER in the Matter of the Execution of Deed D941023 Upon Complete Performance of a Contract to Iner Poe

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 *Presentation in the Matter of Employee Service Awards Honoring Multnomah County Employees with Various Years of Service*
- R-2 *Consideration in the Matter of the Appeal of the Revocation of an Adult Home Care License for Charla Dinnocenzo (Continued from July 7, 1994)*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-3 *ORDER in the Matter of Restricting Pedestrian and Vehicular Traffic From SE 212th Avenue Between SE Burnside and SE Division Streets for Construction of Tri-Met Light Rail Facilities*

SHERIFF'S OFFICE

- R-4 *Ratification of Intergovernmental Agreement Contract 800045 Between the City of Maywood Park and Multnomah County, Providing Additional Patrol Services for the City of Maywood Park, for the Period July 1, 1994 through June 30, 1995*
- R-5 *Ratification of Intergovernmental Agreement Contract 800255 Between Multnomah County and Mt. Hood Community College, Wherein the College Will Provide Office Space for Multnomah County Sheriff's Office Use in Providing Community Police Services to Citizens of Maywood Park*
- R-6 *Ratification of Intergovernmental Agreement Contract 800325 Between Multnomah County and the City of Portland, Providing Certain Law Enforcement Services Involving Driving Under the Influence of Intoxicants (DUII) Pursuant to the Multnomah County Comprehensive Community DUII Prevention Program*
- R-7 *Ratification of Intergovernmental Agreement Contract 800355 Between Multnomah County and the Housing Authority of Portland, Providing a Supervised Inmate Work Crew to Perform General Labor Such as Grounds Maintenance, Yard and Nursery Work, Light Carpentry and Painting at Various Facilities Owned or Operated by the Housing Authority of Portland*

PUBLIC COMMENT

- R-8 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

*Thursday, July 28, 1994 - 10:15 AM
(Or Immediately Following Regular Meeting)*

*Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BOARD BRIEFING

B-1 Briefing, Discussion and Request for Policy Direction in the Matter of Establishing Minimum Wage "Floors" for Unarmed Security Guard Services and Other Similar Contracts. Presented by Dave Boyer. 30 MINUTES REQUESTED.

MEETING DATE: JUL 28 1994

AGENDA NO.: C-1

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

Ratification of amendment to intergovernmental agreement with

SUBJECT: Oregon Health Sciences University, School of Medicine

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Fronk TELEPHONE #: x4274
BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED:

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

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

Ratification of amendment to intergovernmental agreement with the Oregon Health Sciences University, School of Medicine. The amendment will add the Dietetic Internship Program to the list of administrative units providing students to work in County clinics per the affiliation agreement. No costs are involved for either party.

7/28/94 ORIGINALS TO HERMAN BRAME

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

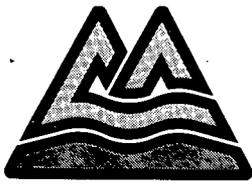
Or

DEPARTMENT MANAGER: Billi Odgaard

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JUL 19 PM 1:55

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
5654



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: Board of County Commissioners

FROM:  Bjørn Odgaard

REQUESTED PLACEMENT DATE:

DATE: July 6, 1994

SUBJECT: Amendment to intergovernmental Agreement with Oregon Health Sciences University School of Medicine

- I. Recommendation/Action Requested: The Health Department requests Board approval of amendment #2 to intergovernmental agreement with the Oregon Health Sciences University School of Medicine effective the date of execution through June 30, 1996.
- II. Background/Analysis: Contract #103661 with the Oregon Health Sciences University School of Medicine has been in effect since February 1991 and provides clinical learning experiences for the school's medical students and residents at Multnomah County clinics. This amendment will specifically add students in the Dietetic Internship Program to the list of administrative units providing students to work in County clinics per the affiliation agreement.
- III. Financial Impact: No costs to either party.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to cooperate with other governmental entities in the provision of health care.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: None.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103661

Amendment # 2

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # C-1 DATE 7/28/94</p> <p>DEB BOGSTAD BOARD CLERK</p>
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Department HEALTH Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/8

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Amend agreement to add the Dietetic Internship Program.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Health Sciences University
School of Medicine

Mailing Address 3181 S.W. Sam Jackson Park Road, LI 02
Portland, Oregon 97201-3098

Phone 279-8311

Employer ID# or SS# 93-0692164

Effective Date Upon Execution

Termination Date June 30, 1996

Original Contract Amount \$ N/A

Total Amount of Previous Amendments \$ N/A

Amount of Amendment \$ N/A

Total Amount of Agreement \$ N/A

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Belli Olegard

Purchasing Director _____
(Class II Contracts Only)

County Counsel [Signature]

County Chair / Sheriff [Signature]

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

Encumber: Yes No

Date 7/12/94

Date _____

Date 13 July 94

Date July 28, 1994

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	015								N/A	
02.											
03.											

AMENDMENT NO. 1 TO
AGREEMENT FOR EDUCATION
BETWEEN
THE SCHOOL OF MEDICINE
OREGON HEALTH SCIENCES UNIVERSITY
AND
HEALTH DEPARTMENT OF MULTNOMAH COUNTY

THIS AMENDMENT TO AGREEMENT made and entered into as of the _____ day of _____, 1994 by and between Multnomah County (hereinafter "COUNTY"), and the STATE OF OREGON, acting by and through the Oregon Department of Higher Education, for and on behalf of the School of Medicine (hereinafter called "SCHOOL OF MEDICINE") and University Hospital (hereinafter called "HOSPITAL") of the Oregon Health Sciences University (hereinafter called "UNIVERSITY").

WHEREAS, the COUNTY and UNIVERSITY are parties to a certain Agreement dated January 1, 1991, entitled AGREEMENT FOR EDUCATION BETWEEN THE SCHOOL OF MEDICINE, OREGON HEALTH SCIENCES UNIVERSITY, AND HEALTH DEPARTMENT OF MULTNOMAH COUNTY (hereinafter "Agreement"), and

WHEREAS, the parties mutually desire to amend said Agreement in the manner hereinafter set forth;

NOW, THEREFORE, the parties agree as follows:

Amend section 1.b. to read:

- b. School of Medicine - full-time academic appointees
 - (1) Department of Dermatology
 - (2) Department of Obstetrics and Gynecology
 - (3) Department of Pediatrics
 - (4) Department of Public Health and Preventive Medicine
 - (5) Department of Family Medicine
 - (6) School of Medicine, Dietetic Internship Program

MULTNOMAH COUNTY
By: Beverly Stein
Beverly Stein, County Chair
Date: July 28, 1994

OREGON HEALTH SCIENCES UNIVERSITY
By: _____
Title: _____
Date: _____

HEALTH DEPARTMENT
By: Bill Odgaard
Bill Odgaard, Director
Date: 7/12/94

SCHOOL OF MEDICINE
By: _____
Title: _____
Date: _____

OREGON HEALTH SCIENCES UNIVERSITY
HOSPITAL

By: _____

Program Manager

Date: _____

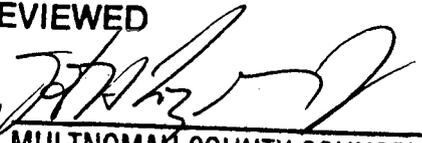
By: _____

Title: _____

Date: _____

08460y

REVIEWED

By: 

MULTNOMAH COUNTY COUNSEL

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-1 DATE 7/28/94
DEB BOGSTAD

BOARD CLERK



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103661

Amendment # 1

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-4</u> DATE <u>5/13/93</u></p> <p><u>Carrie A. Parkerson</u></p> <p>BOARD CLERK</p>
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Department HEALTH Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Amend agreement to add Department of Family Medicine to the list of administrative units.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name OHSU School of Medicine
 Mailing Address 3181 S.W. Sam Jackson Pk. Rd., L102
Portland, Oregon 97201-3098
 Phone 279-8311

Remittance Address _____
 (If Different) _____

Employer ID# or SS# 93-0692164
 Effective Date July 1, 1993
 Termination Date June 30, 1996
 Original Contract Amount \$ N/A
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ N/A
 Total Amount of Agreement \$ _____

Payment Schedule **Terms**

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Belle Odegaard

Purchasing Director _____
 (Class II Contracts Only)

County Counsel [Signature]

County Chair / Sheriff [Signature]

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

Encumber: Yes No

Date 4/26/93

Date _____

Date 5-3-93

Date 5/13/93

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015				6110		303		N/A	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

AMENDMENT NO. 1 TO
AGREEMENT FOR EDUCATION
BETWEEN
THE SCHOOL OF MEDICINE
OREGON HEALTH SCIENCES UNIVERSITY
AND
HEALTH DEPARTMENT OF MULTNOMAH COUNTY

THIS AMENDMENT TO AGREEMENT made and entered into as of the 4 day of June, 1993, by and between Multnomah County (hereinafter "COUNTY"), and the STATE OF OREGON, acting by and through the Oregon Department of Higher Education, for and on behalf of the School of Medicine (hereinafter called "SCHOOL OF MEDICINE") and University Hospital (hereinafter called "HOSPITAL") of the Oregon Health Sciences University (hereinafter called "UNIVERSITY").

WHEREAS, the COUNTY and UNIVERSITY are parties to a certain Agreement dated January 1, 1991, entitled AGREEMENT FOR EDUCATION BETWEEN THE SCHOOL OF MEDICINE, OREGON HEALTH SCIENCES UNIVERSITY, AND HEALTH DIVISION OF MULTNOMAH COUNTY (hereinafter "Agreement"), and

WHEREAS, the parties mutually desire to amend said Agreement in the manner hereinafter set forth;

NOW, THEREFORE, the parties agree as follows:

Amend section 1.b. to read:

- b. School of Medicine - full-time academic appointees
- (1) Department of Dermatology
 - (2) Department of Obstetrics and Gynecology
 - (3) Department of Pediatrics
 - (4) Department of Public Health and Preventive Medicine
 - (5) Department of Family Medicine

MULTNOMAH COUNTY

By: *Henry C. Miggins*

Henry C. Miggins,
Acting County Chair

Date: 5-13-93

OREGON HEALTH SCIENCES UNIVERSITY

By: *Wally M. Hallick*

Title: Vice President, Academic Affairs

Date: 6/4/93

HEALTH DEPARTMENT

By: *Billi Odegaard*

Billi Odegaard, Director

Date: 4/26/93

SCHOOL OF MEDICINE

By: *Jana Juron, J., M.D.*

Title: Interim Dean

Date: 6/3/93

By: *Janie E. Wlahos*

Program Manager

Date: 4-21-93

OREGON HEALTH SCIENCES UNIVERSITY HOSPITAL

By: *Smalley M. Salefsky*

Title: DIRECTOR

Date: _____

Meeting Date: MAY 13 1993

Agenda Number: C-4

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of amendment to intergovernmental agreement with Oregon Health Sciences University, School of Medicine

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Health Division: _____

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: Fronk

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

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 amendment to intergovernmental agreement with Oregon Health Sciences University, School of Medicine. The amendment will add the Department of Family Medicine to the list of administrative units providing students to work in county clinics per the affiliation agreement. No costs are involved to either party as a result of the agreement.

*Sent Originals to Herman Brome
on 5-18-93.*

BOARD OF
COUNTY COMMISSIONERS
MULTI-NOMAH COUNTY
OREGON
1993 MAY - 4 AM 9:56

Signatures

Elected Official _____

OR

Department Director Billie Orsgaard

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3056
FAX (503) 248-3407

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Bill Odgaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department

DATE: March 31, 1993

SUBJECT: Amendment to Intergovernmental Agreement with Oregon Health
Sciences University School of Medicine

Recommendation: The Health Department recommends County Chair approval and Board ratification of this amendment to this Intergovernmental Agreement with the Oregon Health Sciences University School of Medicine for the period July 1, 1993 to and including June 30, 1994.

Analysis: The current affiliation agreement #103661 with Oregon Health Sciences University School of Medicine covers the following administrative units:

- (1) Department of Dermatology
- (2) Department of Obstetrics and Gynecology
- (3) Department of Pediatrics
- (4) Department of Public Health and Preventive Medicine

This amendment will add the Department of Family Medicine to the list of administrative units. No funds are directly involved in the agreement.

Background: A clinical affiliation agreement for the University's medical staff has been in effect with Oregon Health Sciences University since 1979.



*School of Medicine
Office of the Dean*

John A. Benson, Jr., M.D.
Interim Dean
(503) 494-8220

J.S. Reinschmidt, M.D.
Associate Dean
(503) 494-7646

Byron Backlar, M.S., J.D.
Associate Dean for
Administration
(503) 494-8787

Walter McDonald, M.D.
Associate Dean for
Education and Student
Affairs
(503) 494-5216

Michael Miller, M.D.
Associate Dean for
Student Affairs
(503) 494-8228

8 June 1993
BB 06313

Herman L. Brame
Contracts Manager
Health Department
Multnomah County
426 S.W. Stark, 2nd Floor
Portland, Oregon 97204

Subject: Extension of Educational Affiliation

Dear Mr. Brame:

Enclosed are fully-executed copies of Amendment No. 1 to the Agreement for Education which adds Department of Family Medicine. If there are questions, please let me know. Thanks for your help.

Sincerely,

Byron Backlar
Associate Dean for Administration

BB/pjd

Encls: 2 cys, Amendment No. 1 to Agreement for Education

c w/Encl: T. Goldfarb
Dr. W. McDonald
Dr. R. Taylor



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 103061

MULTNOMAH COUNTY OREGON

Amendment # _____

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p align="center">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR B Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p align="center"><i>C-4 1-17-91</i></p>
---	--	--

Contact Person Herman Brame Phone x2670 Date 1/7/91

Department Human Services Division Health Bldg/Room 160/2

Description of Contract Provide medical students and residents with clinical learning experiences at Multnomah County clinics.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name OHSU School of Medicine

Mailing Address 3181 S.W. Sam Jackson Pk. Rd.,
Portland, Oregon 97201-3098

Phone 279-8311

Employer ID # or SS # 93-0692164

Effective Date January 1, 1991

Termination Date JUNE 30, 1996

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ N/A

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director
(Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair/Sheriff [Signature]

L102

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ N/A

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Date 1/8/91

Date _____

Date 10.9.91

Date 1/17/91

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.	156	010	632			6110		303		0	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3406

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director
Department of Human Services

FROM: Bill Odegaard, Director
Health Division

DATE: December 26, 1990

SUBJECT: Intergovernmental Agreement with the School of Medicine, Oregon
Health Sciences University

Retroactive: The County received OHSU's final revision of the contract on December 19, 1990.

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and Board ratification of this Intergovernmental Agreement with the School of Medicine, Oregon Health Sciences University for the period January 1, 1991 to and including June 30, 1991.

Analysis: The Oregon Health Sciences University School of Medicine curriculum includes a variety of learning experiences for medical students and residents that includes participation in structured learning experiences outside of the School of Medicine and hospital. The Health Division can provide selected medical students with County clinical learning experiences at County health centers and clinics that will benefit both the County's patients and the medical school. The County will incur no additional direct cost as a result of the contract.

Background: A clinical affiliation agreement has been in effect with Oregon Health Sciences University since 1979. This agreement will update the existing agreement through the use of a more complete and updated agreement format. The contract is expected to be renewed annually through December 31, 1996.



**OREGON HEALTH
SCIENCES UNIVERSITY**

3181 S.W. Sam Jackson Park Road
Portland, Oregon 97201-3098 (503) 494-8548

University Hospital, Fiscal Services

COPIES -

*P Kullberg
G Ayman
M Hennesch
S Blekeslee*

*J. Vlahos file from Billi
Harrison*

September 20, 1991

Billi Odegaard
Director
Multnomah County Health Division
426 SW Stark, 8th Floor
Portland, OR 97204

Dear Mr. Odegaard:

Enclosed please find an Attachment A of our General Agreement for Graduate Medical Education with your institution. It shows the house officers who may serve at your institution during 1990-91.

If you have any questions, please do not hesitate to call me. I can be reached at (503)494-6164.

Sincerely,

Laurie I. Ross
Contracts Specialist
Fiscal Services

/lr

cc: William Clark, M.D.
Dave Bunnell

ATTACHMENT A

The following individuals are authorized to provide patient care services, including but not limited to inpatient care and consultation, as part of their employment by the Oregon Health Sciences University, at Multnomah County Health Division, in accordance with the terms and conditions of the Agreement for Graduate Medical Education between the Oregon Health Sciences University and Multnomah County Health Division.

DERMATOLOGY RESIDENTS

Gardner, Elizabeth
Haberman, Abigail
Hammer, Charles
Helton, Jennifer
Kadonaga, Julie
Kjelstrup, Sissel
Marinkovich, Matt
Morello, John
Perednia, Douglas
Rimberg, Clytie

*School of Medicine
Office of the Dean*

John Kendall, M.D.
Dean
(503) 494-8220

J.S. Reinschmidt, M.D.
Associate Dean
(503) 494-7646

Byron Backlar, M.S., J.D.
Associate Dean for
Administration
(503) 494-8787

Michael Miller, M.D.
Associate Dean for
Student Affairs
(503) 494-8228

5 March 1991
BB03002

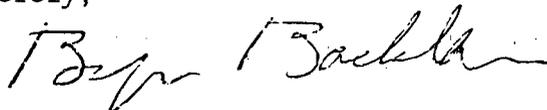
Jan Vlahos
Staff Education & Training Officer
Multnomah County Health Division
426 S.W. Stark Street, 8th Floor
Portland, OR 97204

Dear Ms. Vlahos:

Enclosed is a copy of the Affiliation Agreement between the Health Division and the School of Medicine, signed by both parties. Departments affiliated are listed on Page 2. As you are aware, the Agreement is ongoing and does not require any action to be effective from year to year.

If there are any questions, please let me know. Thanks for your help.

Sincerely,



Byron Backlar
Associate Dean
School of Medicine

BB/pjd

Encl: 1 cy, Agreement for Education

c w/Encl: Dr. M. Greenlick
Dr. P. Kirk
Dr. R. Neerhout
Dr. F. Parker
T. Goldfarb

M-91-063

AGREEMENT FOR EDUCATION

BETWEEN

THE SCHOOL OF MEDICINE
OREGON HEALTH SCIENCES UNIVERSITY
AND
HEALTH DIVISION OF MULTNOMAH COUNTY

This is an agreement between the State of Oregon, acting by and through the Oregon Department of Higher Education, for and on behalf of the School of Medicine (hereinafter called School of Medicine) and University Hospital (hereinafter called Hospital) of the Oregon Health Sciences University (hereinafter called University) and Multnomah County, a body corporate and public of the State of Oregon (hereinafter called County), acting by and through the Multnomah County Health Division (hereinafter called Health Division) with administrative offices at 426 S.W. Stark, Portland, Oregon 97204.

Whereas, University operates a qualified School of Medicine which educates and trains medical students and medical residents (hereinafter called Students); and

Whereas, University operates a Hospital which serves as a site for the care and treatment of inpatients and outpatients and which also serves as a site for the education and training of Students; and

Whereas, the medical education program is intended to provide Students with a variety of learning experiences, including participation in structured learning experiences outside of the School of Medicine and Hospital; and

Whereas, School of Medicine can improve the quality of its medical education programs if it is affiliated with health divisions for clinical teaching; and

Whereas, Health Division operates health facilities at several locations, including health centers and health clinics; and

Whereas, Health Division can provide a portion of the learning experience for Students, and

Whereas, affiliation with a qualified medical school will be beneficial to Health Division; and

Whereas, Health Division is willing to accept and School of Medicine and Hospital are willing to assign Students to participate in clinical learning experiences at Health Division's facilities upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, University and Health Division agree, as follows:

1. This Agreement covers an affiliation of the below listed staff of following administrative units of Health Division and University, as of the effective date of this Agreement:
 - a. Health Division - medical staff
 - b. School of Medicine - full-time academic appointees
 - (1) Department of Dermatology
 - (2) Department of Obstetrics and Gynecology
 - (3) Department of Pediatrics
 - (4) Department of Public Health and Preventive Medicine
2. At the time of appointment of medical staff to Center or Clinic, or upon the effective date of this Agreement, whichever occurs first, candidates may be nominated for appointment to the faculty of School of Medicine. All such appointments shall be made in accordance with regular School of Medicine academic review and appointment procedures and shall be without School of Medicine salary, unless there is a written agreement between the head of the affiliated administrative unit of Health Division and School of Medicine Dean to pay the salary, in whole or part. Health Division physicians receiving appointments, with or without salary, to School of Medicine, under this paragraph, do not automatically qualify for the liability protection under ORS 30.268.
3. School of Medicine will select such Students as are to be assigned to clinical instruction and experience at Health Division. The content of the teaching of Students under this Agreement will be prescribed by the Curriculum Committee of the affiliated administrative unit of School of Medicine. Students assigned for clinical instruction and experience in Health Division will be subject to the supervision, direction and control of the medical staff of Health Division who have academic appointments in School of Medicine.
4. The number of Students to be assigned, their clinical instruction schedules and further terms and conditions of their assignment shall be mutually agreed upon by School of Medicine and Health Division. A schedule of Students to receive clinical instruction at Health Division under this Agreement will be presented to the administrative head of the facility where students will be assigned, for approval at the beginning of each major academic interval.
5. Students retain their status as students at School of Medicine when they are assigned or rotated to Health Division hereunder. They are subject to School of Medicine policies and practices, including those relating to discipline, at all times. In addition, Health Division must be able to regulate the activities of persons on its premises including those assigned under this Agreement. Students are subject also to policies and practices of Health Division, including those relating to discipline, while at Health Division under assignment. Health Division

may in its discretion cause any Student whom it finds unsatisfactory to withdraw from instruction on its premises; however, Health Division will, to the extent that circumstances permit, give advance notice to School of Medicine and to Student that such Student has been found to be unsatisfactory, stating the reason and specifying a date of withdrawal from Health Division.

6. School of Medicine will, at periodic intervals, review the content and quality of those academic courses and programs covered by this Agreement. In the course of such review which may include a site visit, School of Medicine will evaluate Health Division personnel responsible for the academic courses and programs, their credentials, their interest in teaching and the quality of their teaching. School of Medicine will examine the facilities and equipment available to Students and the number and types of clinical cases available. Health Division will cooperate in furnishing data to School of Medicine and discuss with School of Medicine any issues identified.
7. It is mutually agreed that by the terms of this Agreement Health Division has not granted or delegated any of its powers, statutory, implied, administrative, medical or otherwise, to University and that the treatment of Health Division patients and the use of the equipment, the hiring, acceptance and assignment of personnel, will be and remain within the jurisdiction of Health Division. Also, this Agreement in no way constitutes a delegation of Health Division's power to determine the admissibility and eligibility of patients for care, and this Agreement in no way confers upon the University the right to possess, use or control Health Division's property, except as may be required to perform its obligations under this Agreement.
8. University Students and full time academic appointees of the University's affiliated administrative unit are covered by the State of Oregon self-insurance plan, pursuant to ORS 340.268 and subject to the limitations in ORS 30.270, while at Health Division when acting within the scope of their assignment by University.
9. By signing this Agreement, University's President, its Associate Vice President for Administration and Finance or its Dean of the School of Medicine authorizes Students to provide patient care services pursuant to this Agreement at Health Division's facilities.
10. Health Division and University shall not discriminate against any employee, student, house officer, staff physician, patient or potential patient on the basis of race, age, color, religion, national origin, sex, marital status or handicap. Both parties shall comply with state and federal laws prohibiting discrimination.
11. Health Division shall comply with the applicable provisions of ORS Chapter 279 covering public contracts.

12. This Agreement may be terminated by either party upon six months' written notice to the other party, or upon such other notice as may be mutually acceptable to both parties. Unless otherwise agreed, termination of this Agreement is effective only at the conclusion of an academic year. Notwithstanding the foregoing, either party may terminate this Agreement for a substantial breach of the Agreement after giving the other party notice of the breach and a reasonable opportunity, not to exceed 30 days, to correct the breach.
13. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and addressed as follows:

HEALTH DIVISION: Multnomah County Health Division
 Attn: Billi Odegaard, Director
 426 S.W. Stark, 8th Floor
 Portland, Oregon 97204

UNIVERSITY: William C. Neland
 Associate Vice President for
 Administration and Finance
 Oregon Health Sciences University
 3181 S.W. Sam Jackson Park Road
 Portland, Oregon 97201

and

John W. Kendall, M.D., Dean
School of Medicine
Oregon Health Sciences University
3181 S.W. Sam Jackson Park Road
Portland, Oregon 97201

and

Timothy M. Goldfarb
Hospital Director
Oregon Health Sciences University Hospital
3181 S.W. Sam Jackson Park Road
Portland, Oregon 97201

14. A change to this Agreement, such as amendment or addendum, may be made only by a document signed by University and Health Division.
15. This agreement shall be in full force and effect from the 1st day of January, 1991 through the 30th day of June, 1991 and shall continue in full force and effect on an annual renewable basis from year to year,

effective the 1st day of July, 1991 until 30 June 1996 without further notice or action on the part of either of the parties thereto.

MULTNOMAH COUNTY
426 S.W. Stark, 8th Floor
Portland, Oregon 97204

By: Gladys McCoy
Title: County Chair
Date: 1/17/91

OREGON HEALTH SCIENCES UNIVERSITY
3181 S.W. Sam Jackson Park Road
Portland, Oregon 97201

By: McMullan
Title: ASSOC VP
Date: 2/27/91

Multnomah County Health Division
426 S.W. Stark, 8th Floor
Portland, OR 97204

By: Bullie Odegaard
Title: Health Division Director
Date: 12/31/90

School of Medicine
3181 S.W. Sam Jackson Park Road
Portland, Oregon 97201

By: J. Kye
Title: Dean
Date: 2/11/91

By: Janice E. Ullrich
Title: Program Manager
Date: 1/3/91

Oregon Health Sciences
University Hospital
3181 S.W. Sam Jackson Park Road
Portland, Oregon 97201

Reviewed:
Lawrence B. Kressel
County Counsel for Multnomah
County, Oregon

By: [Signature]
Title: _____
Date: 2/8/91

By: [Signature]
Title: _____
Date: 1-9-91

RATIFIED
Multnomah County Board
of Commissioners
C-4 1-17-91

MEETING DATE: JUL 28 1994

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Cancellation of Defaulted Land Sale Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

1. Request cancellation of Land Sales Contract #15522 to Joe S. Brown.
2. Purchaser has failed to make the monthly payments as required by contract and has failed to pay the delinquent 1990/91, 1991/92, 1992/93 real property taxes as required by the contract.
3. Notice of Default was sent Certified and First Class on May 27, 1994 to Contract Purchaser and he has failed to cure the default. (See attached)

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: James W. D... Betsy Willia 7-13-94

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

CLERK OF BOARD OF COUNTY COMMISSIONERS
1994 JUL 20 AM 3:25
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancellation of)
Land Sale Contract 15522)
between Multnomah County, Oregon and) ORDER TO CANCEL CONTRACT
JOE S. BROWN)
upon Default of Payments and Performance)
of Covenants)

Upon advice of the Tax Title Unit of Multnomah County that the contract purchaser, JOE S. BROWN, by contract dated April 18, 1990, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

WILLAMETTE HEIGHTS ADD N 90' OF E 15' & W 35' OF LOT 6, BLOCK 26; LOTS 7 & 10 & 11 & 14, BLOCK 26

pursuant to authority of ORS 275.180, and that said purchaser is now in default of the terms of said contract in that purchaser failed to make monthly payments of \$1,026.16 since December 15, 1991 for a total of \$32,837.12 and that purchaser failed and neglected to pay before delinquency taxes for the years 1990/91, 1991/92, 1992/93 & 1993/94 in the amount of \$24,729.80 plus interest and fees which were lawfully assessed and levied against said property.

It appearing to the Board that ORS 275.220 provides that upon such default or breach of said contract, the Board may cancel said contract:

NOW, THEREFORE, it is hereby ORDERED that the subject contract be and is declared CANCELLED.

IT IS HEREBY FURTHER ORDERED that the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.

IT IS HEREBY FURTHER ORDERED that the MULTNOMAH COUNTY SHERIFF serve a certified copy of this order, as a summons is served, upon JOE S. BROWN at 901 SW KING APT 619 PORTLAND, OR 97210 and a return of service be made upon such copy of the order.

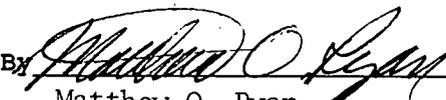
Dated this day of , 1994.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

(SEAL)

Beverly Stein, Chair

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

By 
Matthew O. Ryan

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 28th day of July, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first in this, my certificate, written.

*Notary Public for Oregon
My Commission expires: 6/27/97*

volume / page

date / time

94 089752

94 JUN -9 AM 10:11

PAGE 1 of 4

RECORDING SECTION
MULTNOMAH COUNTY

State of Oregon
County of Multnomah

I hereby certify that the attached
instrument was received and duly
recorded by me in Multnomah County
records:

Cindy Swick, Deputy

RECORD DH

FEEES - SURVEY _____

D.O.R. _____

PLEASE DO NOT REMOVE; THIS CERTIFICATE IS A PART OF
THE PUBLIC RECORD

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY, OREGON

In the Matter of the Approval of the)
Agreement to Defer Right to Pursue) RESOLUTION
Default on County Land Sale)
Contract # 15522) 94-96

WHEREAS, Multnomah County entered into Contract #15522, a land sale contract on April 18, 1990 with Jon and Sandie Luft; and

WHEREAS, the Lufts assigned their interest in the contract to Joe S. Brown on July 10, 1990: and

WHEREAS, Mr. Brown is now in default on the contract; and

WHEREAS, Multnomah County Tax Title Unit and Mr. Brown requests the Board approve the attached "Agreement to Defer Right to Pursue Default" which allows Mr. Brown time to bring current all delinquent contract payments and all delinquent real property taxes no later than July 29, 1994, prior to the County acting on Mr. Brown's default and cancelling the contract.

THEREFORE BE IT RESOLVED that the attached "Agreement to Defer Right to Pursue Default" relating to County Contract #15522 and attached and identified as Exhibit A is hereby approved.

ADOPTED this 2nd day of June, 1994



By Matthew O. Ryan
Matthew O. Ryan
Assistant County Counsel

By Beverly Stein
Beverly Stein, Chair
Multnomah County, Oregon

166 | 200 | Tax title

Exhibit A

AGREEMENT TO DEFER RIGHT TO PURSUE DEFAULT AGAINST JOE S. BROWN UNTIL JULY 29, 1994

Parties: Joe Stuart Brown, assignee/vendee ("Brown")
Multnomah County, vendor ("County")

Recitals: 1) Brown is the assignee of the vendee's interest on a certain land sale contract, County Contract No. 15522, dated April 18, 1990 between County as vendor and Jon Luft and Sandie Luft as vendees recorded April 20, 1990 in Book 2294, page 249, Multnomah County Records. The property which is the subject of the contract is legally described as follows:

Willamette Heights Add North 90' of East 15' and West 35' of Lot 6, Blk 26; Lots 7 and 10, Blk 26; Lots 11 and 14, Blk 26.

2) The Lufts assigned their interest in this Contract and the above described property to Brown by an agreement entitled, "Assignment and Conveyance By Owner of Vendee's Interest in Land Sale Contract", dated July 10, 1990, recorded July 31, 1990 in Book 2328, pages 1238 to 1240, Multnomah County Records. This agreement shall be referred to herein as "The Assignment".

3) On April 7, 1993 the County and Brown executed an amendment to the Contract identified in paragraph 1, recorded in Book 2675, pages 1995-1996 extending a period of no payments due until April 30, 1994.

4) On January 28, 1994 County and Brown recorded a previously executed second amendment to this contract at Book 94 Page 015500 Multnomah County Records.

5) As of April 30, 1994 Brown is in default on Contract #15522 as amended.

The parties do hereby agree as follows:

1. The County agrees to defer action on Brown's default under the contract until July 29, 1994 except as provided below.

2. For the period of this extension there shall be no payments due; interest shall continue to accrue.

3. The delinquent contract payments, in the amount of \$32,837.12 that are and will become due by July 29, 1994 shall be included in the balance due July 29, 1994.

4. Brown shall pay all delinquent real property taxes accrued against the real property as of July 15, 1994 in the amount of \$24,729.80 by July 29, 1994.

5. Except as modified by this default deferral agreement, the terms and conditions of the Contract dated April 18, 1990, and the first amendment to that contract dated April 7, 1993, as well as the assignment dated July 10, 1990, and the second amendment dated December 23, 1993 shall remain in force.

6. The County will issue a final notice to Brown no later than May 27, 1994 advising Brown that the contract shall be cancelled by the Board of County Commissioners on August 11, 1994 if payment in full of all the amounts set out in paragraph 3 and 4 are not paid to the County by July 29, 1994.

7. The County shall send the notice issued pursuant to paragraph 6 by first class and certified mail and Brown agrees the provision of the notice as described is in compliance with ORS 93.915.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below.

For Multnomah County:

Beverly Stein
Name Beverly Stein
Title Multnomah County Chair
Date 6-2-94

Assignee/Vendee:

Joe S. Brown
Joe S. Brown
Date May 3, 1994

STATE OF OREGON)
County of Multnomah) ss.

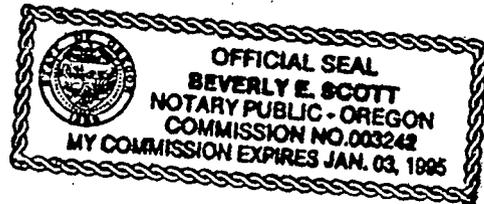
Personally appeared the within named Joe S. Brown and acknowledged the foregoing instrument to be a voluntary act and deed.

SUBSCRIBED AND SWORN to before me this 3rd day of May, 1994

Beverly E. Scott
Notary Public for Oregon
My Commission expires January 3, 1995

Reviewed by:

Matthew O. Ryan
Assistant County Counsel
Matthew O. Ryan





File

Multnomah County Assessment & Taxation
Tax Title Dept. 248-3590
610 SW Alder St.
P.O. Box 2716
Portland, OR 97208

NOTICE OF DEFAULT

MAY 27, 1994

JOE S. BROWN
901 SW KING APT 1009
PORTLAND, OR 97210

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN DEFAULT UNDER CONTRACT #15522 RECORDED ON April 20, 1990, BOOK 2294, PAGE 349 BETWEEN MULTNOMAH COUNTY AND JOE S. BROWN FOR THE PROPERTY LEGALLY DESCRIBED AS:

WILLAMETTE HEIGHTS ADD N 90' OF E 15' & W 35' OF LOT 6, BLOCK 26; LOTS 7 & 10 & 11 & 14, BLOCK 26 (91340-4020/3920/)

THE NATURE OF THE DEFAULT IS THAT:

- 1) STARTING December 15, 1991, YOU FAILED TO MAKE MONTHLY PAYMENTS OF \$1,026.16 EACH FOR 31 MONTHS FOR A TOTAL OF \$32,837.12 AS OF JULY 29, 1994
- 2) AND THAT YOU HAVE FAILED TO PAY 1991/91, 1991,92, 1992/93 & 1993/94 REAL PROPERTY TAXES IN THE AMOUNT OF \$24,729.80 AS OF JULY 29, 1994.

IN ORDER TO CURE THIS DEFAULT, YOU MUST DO ALL OF THE FOLLOWING:

- 1) PAY ALL CONTRACT PAYMENTS WITH INTEREST TO THE DATE OF PAYMENT DIRECTLY TO THIS OFFICE. THIS PAYMENT MUST BE IN CASH.
- 2) PAY ALL DELINQUENT PROPERTY TAXES WITH INTEREST AND FEES TO THE DATE OF PAYMENT DIRECTLY TO THIS OFFICE. THIS PAYMENT MUST BE IN CASH.

IF THIS DEFAULT IS NOT CURED BEFORE July 29, 1994, THIS CONTRACT WILL BE CANCELLED, AND EVERY RIGHT, OR INTEREST OF ANY PERSON IN THE PROPERTY WILL BE FORFEITED FOREVER TO THE COUNTY.

SINCERELY,

Kathy Tuneberg

KATHY TUNEBERG
COLLECTION MANAGER, TAX TITLE UNIT

CC: IRS SPECIAL PROCEDURES PO BOX 3550 PORTLAND, OR 97208

Page one of two

AFFIDAVIT OF
NOTICE OF DEFAULT

STATE OF OREGON }
 }
COUNTY OF MULTNOMAH }

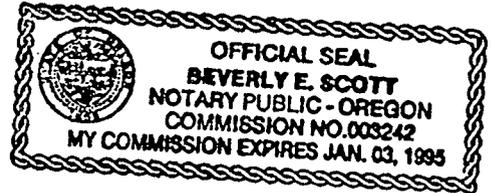
SS

I, Kathy Tuneburg, being first duly sworn, depose and say that I am the Manager of the Multnomah County Tax Collection/Tax Title Section and that a Notice of Default, a copy of which is on page one was mailed by first class and certified on the 27th day of May 1994.

Kathy Tuneburg

Subscribed and sworn to before me this 27th day of May 1994.

Beverly E. Scott
Notary Public for Oregon



Z 004 490 050

Receipt for Certified Mail

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)



Sender's Name <i>Joe S. Brown</i>	State and Zip <i>OR 97210</i>	Postage \$	Certified Fee	Special Delivery Fee	Restricted Delivery Fee	Return Receipt Showing to Whom & Date Delivered	Return Receipt Showing to Whom, Date, and Addressee's Address	TOTAL Postage & Fees \$	Postmark or Date
P.O. State and ZIP <i>6655 W. Burnside St #354</i>									

NO INSURANCE COVERAGE PROVIDED
Do not use for International Mail
(See Reverse)

Z 004 490 045

Z 004 490 044

PS Form 3800, March 1993

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

913 40-4020

I also wish to receive the following services (for an extra fee):

1. Addressee's Address

2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
FNS Special Procedure
P.O. Box 3550
Portland, OR 97208

4a. Article Number
2 004 490 045

4b. Service Type

Registered Insured

Certified COD

Express Mail Return Receipt for Merchandise

7. Date of Delivery
MAY 31 1994

5. Signature (Addressee)
[Signature]

6. Signature (Agent)

8. Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service.

PS Form 3811, December 1991 *U.S. GPO: 1993-352-714 DOMESTIC RETURN RECEIPT

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

913 40-4020

I also wish to receive the following services (for an extra fee):

1. Addressee's Address

2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
Joe S. Brown
6655 W. Burnside St #354
Portland, OR 97210

4a. Article Number
2 004-490-050

4b. Service Type

Registered Insured

Certified COD

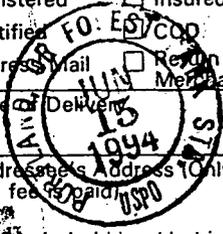
Express Mail Return Receipt for Merchandise

7. Date of Delivery
MAY 15 1994

5. Signature (Addressee)
[Signature]

6. Signature (Agent)
[Signature]

8. Addressee's Address (Only if requested and fee is paid)



Thank you for using Return Receipt Service.

PS Form 3811, December 1991 *U.S. GPO: 1993-352-714 DOMESTIC RETURN RECEIPT

MEETING DATE: JUL 28 1994

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15646. (Property originally repurchased by former owner.)

Deed D941023 and Board Orders attached.

7/28/94 originals to Beverly Scott

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *[Signature]* *[Signature]*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JUL 20 PM 3:25

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D941023 Upon Complete Performance of) ORDER
a Contract to) 94-137
INER POE)

It appearing that heretofore on January 2, 1992, Multnomah County entered into a contract with INER POE for the sale of the real property hereinafter described; and

That the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser;

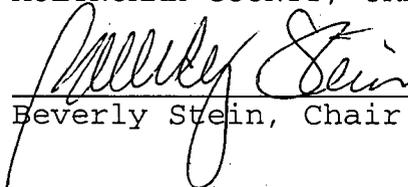
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

M PATTONS & SUB
E 1' OF LOT 17, BLOCK 2; LOT 18, BLOCK 2

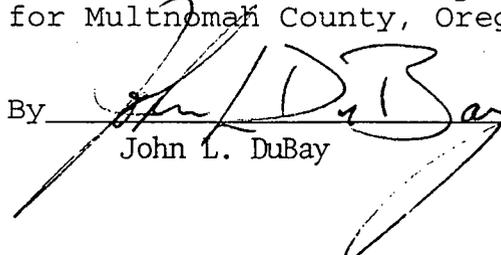
Dated at Portland, Oregon this 28th day of July, 1994.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

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

By 
John L. DuBay

DEED D941023

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to INER POE, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

M PATTONS & SUB
E 1' OF LOT 17, BLOCK 2; LOT 18, BLOCK 2

The true and actual consideration paid for this transfer, stated in terms of dollars is \$7,854.47.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

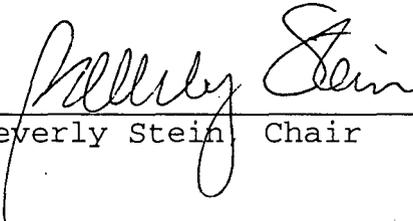
Until a change is requested, all tax statements shall be sent to the following address:

807 N ALBERTA
PORTLAND OR 97217

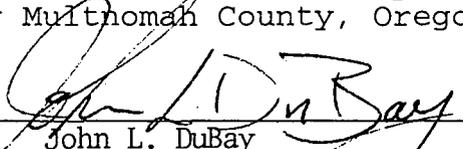
IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 28th day of July, 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

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

By 
John L. DuBay

After recording, return to Multnomah County Tax Title, 166/200

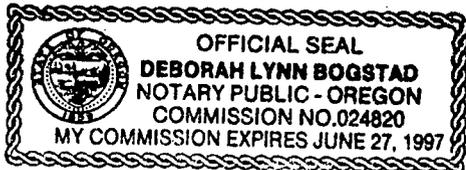
DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

By 
K. A. Tuneberg

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 28th day of July, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

Meeting Date: JUL 28 1994
Agenda Number: R-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Service Awards

BOARD BRIEFING: Date Requested: July 28
Amount of Time Needed: 10 min

REGULAR MEETING: Date Requested: _____
Amount of Time Needed: _____

DEPARTMENT: Non-Dept DIVISION: Employee Services

CONTACT: Sara Martin TELEPHONE #: X 5015
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Sara Martin / Curtis Smith

ACTION REQUESTED

Informational Only Policy Direction Approval Other

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

Presentation of Employee Service Awards - 22 employees have indicated they plan to attend the meeting to receive their awards.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Curtis Smith

REC'D
HUMAN RESOURCES
JUL 29 1994

All Accompanying Documents Must Have Required Signatures

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

SERVICE AWARDS - 1994 - SECOND QUARTER (April, May, June) July 28, 1994

ASD - Five Year
Sandra Leaptrott

CFS - Five Year
Jean Leake
SHIRLEY WOLF

DA's - Five Year
Debora Brown

DCC - Five Year
Ruth Wieber

DES - Five Year
Terry Howard
Patrick Jones

JJD - Five Year
Larry Fritz
Laura Selbiger

NON-D - Five Year
Wendy Hausotter

ASD - Ten Year
Jeanette Hankins

DA's - Ten Year
Marietta Powers
Norman Rosenbloom

DCC - Ten Year
Gloria J. Fluker
Dianne Smith

JJD - Ten Year
Cynthia Freiermuth

NON-D - Ten Year
Sara Martin

DES - Fifteen Year
Patty Bowser
Donald Newell

NON-D - Fifteen Year
Emma M. Kaufman

DES - Twenty Year
Steven Baker

DA's - Twenty-Five Year
C. Dale Baird

DCC - Twenty-Five Year
Dockum Shaw

MEETING DATE: July 7, 1994

AGENDA NO: R-3

JUL 28 1994

(Above Space for Board Clerk's Use ONLY)

R-2

AGENDA PLACEMENT FORM

SUBJECT: Consideration in the Matter of the Appeal of the Revocation of an Adult Care Home

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July 7, 1994

Amount of Time Needed: 10-15 Minutes

DEPARTMENT: Non-Departmental **DIVISION:** Chair's Office

CONTACT: Pete Kasting, Senior Deputy **TELEPHONE #:** 823-4047
City Attorney **BLDG/ROOM #:** 131/315

PERSON(S) MAKING PRESENTATION: Pete Kasting

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Consideration in the Matter of the Appeal of the Revocation of an Adult Home Care License for Charla Dinnocenzo.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: *Beverly Stein/CMP*

OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
1994 JUN 29 AM 10:16
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63



CITY OF
PORTLAND, OREGON
OFFICE OF CITY ATTORNEY

Jeffrey L. Rogers, City Attorney
1220 S.W. 5th Avenue
Portland, Oregon 97204
(503) 823-4047

July 25, 1994

INTEROFFICE MEMORANDUM

TO: Beverly Stein
Chair, Board of County Commissioners

FROM: Peter Kasting *PK*
Senior Deputy City Attorney

SUBJ: Appeal of Carla Dinnocenzo, Hearing Number 133117
Coverage of Board Meeting on 7/28/94

This memo is to let you know that Adrienne Brockman, another deputy in the Portland City Attorney's Office (and a former Multnomah County Planning Director) will be filling in for me at the Board's hearing this Thursday. I will be out of town at the annual county counsel/city attorney/district attorney conference.

Ms. Brockman has reviewed the file in this matter and will be ready to advise you on any legal questions that arise. If you have questions prior to the hearing, you can reach me at 823-4047 until noon on Wednesday. Ms. Brockman can be reached at the same number.

BOARD OF
COUNTY COMMISSIONERS
1994 JUL 26 AM 8:35
MULTNOMAH COUNTY
OREGON

c: Clerk of the Board
Larry Kressel
Adrienne Brockman

BCC ✓

STATE OF
MULTNOMAH COUNTY
COUNTY COMMISSIONERS
1994 JUL - 5 PM 4: 04
MULTNOMAH COUNTY
OREGON

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY

In the Matter of the Adult
Home Care License of,

CHARLA DINNOCENZO

City Hearing's Office
No. 133117

FINAL MEMORANDUM

The Board of County Commissioners should sustain the Hearings Officer's Order revoking Appellant's adult care home license. The Board now has before it two psychological or psychiatric evaluations of the Appellant. However, the Hearings Officer determined that her behavior "compromised * * * her ability to operate and provide care in an adult care home." Order p. 2.

There is no prerequisite in the rules for a finding of a clinical psychological or psychiatric disorder to revoke a license. The litany of bizarre events outlined in the Hearings Officer's Determination and Order and in the complete record before you is

1 -

1 substantial enough to justify the agency and the Hearings Officer's
2 determination that revocation is the appropriate remedy here.

3 DATED this 5th day of July, 1994.

4 Respectfully submitted,

5 LAURENCE KRESSEL, COUNTY COUNSEL
6 FOR MULTNOMAH COUNTY, OREGON

7 By 

8 H. H. Lazenby, Jr., OSB #82078
9 Assistant County Counsel
10 Of Attorneys for Multnomah County
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CERTIFICATE OF MAILING

I hereby certify that on the 5th day of July, 1994, I served the within MEMORANDUM by depositing in the United States Post Office at Portland, Oregon, a full, true, and correct copy thereof, hand delivery to the following:

Beverly Stein, Chair

Board of County Commissioners

Tanya Collier

Gary Hansen

Sharron Kelley

Dan Saltzman

Office of the Board Clerk

1120 SW Fifth Avenue, Suite 1500

Portland, OR 97204

and

Peter Kasting

Senior Deputy City Attorney

City Attorney's Office

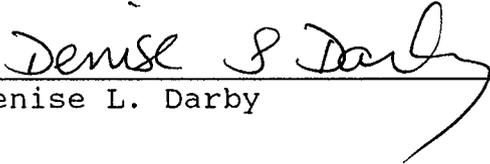
1220 SW Fifth, Room 315

Portland, OR 97204

and by facsimile to:

Martin Reeves, Attorney at Law

at (503) 227-2503


Denise L. Darby

CERTIFICATE OF MAILING

MULTNOMAH COUNTY COUNSEL

1120 S.W. Fifth Avenue, Suite 1530

P.O. Box 849

Portland, Oregon 97207-0849

(503) 248-3138

BCC ✓

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY

In the Matter of the Adult Home)
Care License of) No. 133117
CHARLA DINNOCENZO) CERTIFICATE OF SERVICE

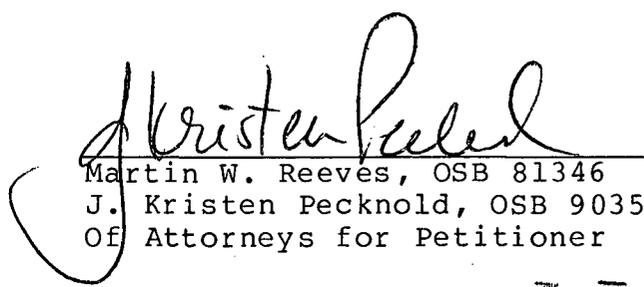
I certify that I served the foregoing LETTERS BY DR. SARDO and DR. CRAFT on the following persons by hand-delivering the original and 5 (five) copies to

Clerk
Board of Multnomah County Commissioners
1120 SW Fifth, Room 1510
Portland, OR 97204

and by mailing a true copy, certified by me as such, contained in a sealed envelope, with postage paid addressed to:

H.H. (Chip) Lazenby, Jr.
Multnomah County Counsel
1120 SW Fifth, Room 1530
PO Box 849
Portland, OR 97207

DATED: June 9, 1994


Martin W. Reeves, OSB 81346
J. Kristen Pecknold, OSB 90357
Of Attorneys for Petitioner

BOARD OF
COUNTY COMMISSIONERS
1994 JUN 14 PM 12:23
MULTNOMAH COUNTY
OREGON

Russ Sardo, Ph.D., A.B.P.P.

DIPLOMATE IN CLINICAL PSYCHOLOGY

5331 S.W. Macadam, Suite 226
Water Tower @ John's Landing
Portland, Oregon 97201
Phone: (503) 223-6174
FAX: (503) 223-6214

June 9, 1994

Martin W. Reeves
Attorney at Law
910 Oregon National Building
610 SW Alder Street
Portland, OR 97205-3610

Re: Charla Dinnocenzo

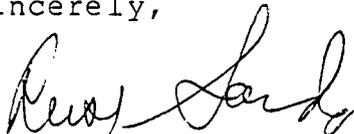
Dear Mr. Reeves:

I have reviewed the evaluation by Dr. Turco and note the following which I believe is of significance. The Axis I diagnosis is according to Dr. Turco not an actual DSM III diagnosis. He refers to an unresolved grief reaction which by definition is situational and of limited duration. I can add that in my work with Ms. Dinnocenzo I have seen sufficient resolution so that it does not noticeably impede or interfere with her functioning at the present time.

As for Axis II, again, Dr. Turco does not give a formal diagnosis. He just notes hysterical personality traits. This just means she displays some characteristics associated with a hysterical personality. Even if she were diagnosed with a hysterical personality disorder, there is nothing implicit in that diagnosis to suggest that her ability to function appropriately is impaired.

The impression obtained is that Dr. Turco concurs with my observations that there are no diagnosable psychiatric limitations. Finally Dr. Turco indicates with additional treatment he anticipates that she will be able to resume her professional activities. With my more extensive involvement with Mrs. Dinnocenzo, it is my belief that she can fill those functions at the present time.

Sincerely,



Russ Sardo, Ph.D.

RS:kp

RICHARD W. CRAFT, SR., M.D.

(503) 251-4229

PHYSICIAN - INTERNAL MEDICINE

WOODLAND PARK MEDICAL PLAZA
10373 N.E. HANCOCK STREET
SUITE 222
PORTLAND, OR 97220

June 9, 1994

J. Kristen Pecknold
Reeves, Kahn & Eder
Attorneys at Law
4934 SE Woodstock
Portland OR 97206

Dear Ms. Pecknold:

As you know I have been treating Charla Dinnocenzo for approximately three years. Per your request I reviewed the psychological evaluation from Dr. Ronald Turco of May 24, 1994. I find his report interesting and his diagnostic impression is reasonable. I do not think his discussion or diagnostic impression justify his conclusion that she not run a foster home. I agree that Charla has had some difficulties dealing with her grief associated with her sons death and there are some issues that need to be resolved. She has also reacted to stressful situations in an impulsive manner. These things do not justify concluding that she cannot run a foster home. As I explained in a letter of January 6, 1993, Charla has shown no problems with her judgement in relations to her foster home. I have a difficult patient in Charla's home and she is treated well. I see no reason why she should not continue to operate a foster home.

Sincerely,



Richard W. Craft, Sr., M.D.

RWC/sh

BCC ✓



CITY OF
PORTLAND, OREGON
OFFICE OF CITY ATTORNEY

Jeffrey L. Rogers, City Attorney
1220 S.W. 5th Avenue
Portland, Oregon 97204
(503) 823-4047

June 10, 1994

INTEROFFICE MEMORANDUM

TO: Board of County Commissioners
FROM: Peter Kasting ^{PK}
Senior Deputy City Attorney
SUBJ: Dinnocenzo Appeal - Ex Parte Contact Issues

Martin Reeves, who is Carla Dinnocenzo's legal counsel, requested that I elaborate on my memo of June 9.

Ms. Dinnocenzo has advised him that she has not attempted to contact county commissioners regarding this appeal, nor has she solicited others to make contacts on her behalf. Mr. Reeves asked me to pass this information along so that you do not draw any unwarranted inferences from my June 9 memo.

BOARD OF
COUNTY COMMISSIONERS
1994 JUN 10 PM 4: 57
MULTNOMAH COUNTY
OREGON

c: Martin Reeves
Chip Lazenby

BCC ✓



CITY OF
PORTLAND, OREGON

OFFICE OF CITY ATTORNEY

Jeffrey L. Rogers, City Attorney
1220 S.W. 5th Avenue
Portland, Oregon 97204
(503) 823-4047

June 9, 1994

INTEROFFICE MEMORANDUM

TO: Board of County Commissioners
FROM: Peter Kasting *PK*
Senior Deputy City Attorney
SUBJ: Ex Parte Contacts - Appeal of Carla Dinnocenzo from
Hearings Officer Decision Revoking Appellant's Adult
Care Home License

BOARD OF
COUNTY COMMISSIONERS
1994 JUN -9 PM 2:34
MULTNOMAH COUNTY
OREGON

Apparently one or more people have attempted to contact members of the Board of County Commissioners to discuss this appeal. These are ex parte contacts, in that other interested parties do not have notice of the contacts and do not have an opportunity to rebut evidence that may be provided during the contact.

Ex parte contacts are not expressly prohibited by the administrative rules applicable to this proceeding. However, as a matter of procedural fairness, if you engage in ex parte contacts you will need to (1) disclose those contacts when this matter comes back to the Board for action; (2) describe the evidence that you received during the ex parte contact; and (3) provide other interested parties the opportunity to rebut any information you received. Obviously, these requirements apply whether the information is received from persons who support Ms. Dinnocenzo's appeal or persons who oppose the appeal. However, discussion with your staff assistants of information that is in the record for this appeal does not constitute an ex parte contact.

To prevent delays in this proceeding (arising from the necessity of providing an opportunity for rebuttal), it would be preferable if you to avoid ex parte contacts entirely. The parties to this proceeding have had ample opportunity to present their cases. You are not required to receive additional information or "lobbying" from interested parties.

c: Chip Lazenby
Martin Reeves

BCC ✓

RICHARD W. CRAFT, SR., M.D.

(503) 251-4229

PHYSICIAN - INTERNAL MEDICINE

WOODLAND PARK MEDICAL PLAZA
10373 N.E. HANCOCK STREET
SUITE 222
PORTLAND, OR 97220

June 9, 1994

J. Kristen Pecknold
Reeves, Kahn & Eder
Attorneys at Law
4934 SE Woodstock
Portland OR 97206

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JUN - 9 PM 4: 19

Dear Ms. Pecknold:

As you know I have been treating Charla Dinnocenzo for approximately three years. Per your request I reviewed the psychological evaluation from Dr. Ronald Turco of May 24, 1994. I find his report interesting and his diagnostic impression is reasonable. I do not think his discussion or diagnostic impression justify his conclusion that she not run a foster home. I agree that Charla has had some difficulties dealing with her grief associated with her sons death and there are some issues that need to be resolved. She has also reacted to stressful situations in an impulsive manner. These things do not justify concluding that she cannot run a foster home. As I explained in a letter of January 6, 1993, Charla has shown no problems with her judgement in relations to her foster home. I have a difficult patient in Charla's home and she is treated well. I see no reason why she should not continue to operate a foster home.

Sincerely,



Richard W. Craft, Sr., M.D.

RWC/sh

BCC ✓

Russ Sardo, Ph.D., A.B.P.P.

DIPLOMATE IN CLINICAL PSYCHOLOGY

5331 S.W. Macadam, Suite 226
Water Tower @ John's Landing
Portland, Oregon 97201
Phone: (503) 223-6174
FAX: (503) 223-6214

June 9, 1994

Martin W. Reeves
Attorney at Law
910 Oregon National Building
610 SW Alder Street
Portland, OR 97205-3610

Re: Charla Dinnocenzo

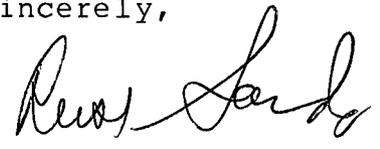
Dear Mr. Reeves:

I have reviewed the evaluation by Dr. Turco and note the following which I believe is of significance. The Axis I diagnosis is according to Dr Turco not an actual DSM III diagnosis. He refers to an unresolved grief reaction which by definition is situational and of limited duration. I can add that in my work with Ms. Dinnocenzo I have seen sufficient resolution so that it does not noticeably impede or interfere with her functioning at the present time.

As for Axis II, again, Dr. Turco does not give a formal diagnosis. He just notes hysterical personality traits. This just means she displays some characteristics associated with a hysterical personality. Even if she were diagnosed with a hysterical personality disorder, there is nothing implicit in that diagnosis to suggest that her ability to function appropriately is impaired.

The impression obtained is that Dr. Turco concurs with my observations that there are no diagnosable psychiatric limitations. Finally Dr. Turco indicates with additional treatment he anticipates that she will be able to resume her professional activities. With my more extensive involvement with Mrs. Dinnocenzo, it is my belief that she can fill those functions at the present time.

Sincerely,



Russ Sardo, Ph.D.

RS:kp

MULTNOMAH COUNTY
OREGON
1994 JUN - 9 PM 4:19
COUNTY CLERK
JANICE

BCC ✓

RONALD N. TURCO, M.D., P.C.
PHYSICIAN
SUITE 805
1220 S. W. MORRISON
PORTLAND, OREGON 97205

BOARD OF
COUNTY COMMISSIONERS

1994 JUN -7 PM 12:16

MULTNOMAH COUNTY
OREGON

Diplomate of the
American Board of
Psychiatry and
Neurology

Phone: 503 - 227-6071

PSYCHIATRIC EXAMINATION REPORT

May 24, 1994

Mr. H. H. Lazenby
Assistant County Counsel for Multnomah County
City of Portland
P.O. Box 8149
Portland, Oregon 97204-0849

Re: Charla Dinnocenzo

Dear Mr. Lazenby:

I performed a psychiatric examination on Charla Dinnocenzo on May 23, 1994. In addition to my clinical examination, I administered a psychological test - an MMPI which I have personally and independently computer scored. My understanding is that Ms. Dinnocenzo operates an adult care facility and that she has had various difficulties in controlling her behavior and these problems have come to public notice. There have been concerns that her behavior has deteriorated since the suicide of her son approximately two years ago. The background information regarding this situation is noted in the Hearings Officer's Determination And Order of February 18, 1994. I, therefore, will minimize a recapitulation of the information noted in this document.

MENTAL STATUS EXAMINATION:

Ms. Dinnocenzo is 51 year old woman who was early for her appointment. She was neatly and appropriately dressed. She maintained good eye contact throughout the examination and was responsive to questioning. Her thought processes are intact. I found no indication of any unusual variation in mental status examination. At the time when she talked about the suicide of her son, she became extremely tearful.

This woman described how she has owned and operated an adult foster care home in Multnomah County. She noted that she has been doing this for three years. She stated that her son died

two years ago following his suicide. He was 25 years of age. She notes that since that time "I have been excessively monitored." She tells me that anonymous complaints have been sent to the county. Multnomah County is responsible for monitoring the Adult Foster Care Homes. She indicates that regulators and inspectors have come through her home in a high number. In one month, 16 individuals came to inspect. In fact, so many came through that she posted a sign in list. She tells me that the county would sign in, but the ombudsman for the state refused to stating it was against regulations.

She indicates that she has been told by representatives of the county that she has "diminished mental capacity." She asked for a meeting to obtain some information in this regard, but on June 25, 1993 was told that her license would not be reissued. She also described problems with her neighbor. She believes she is "responding to long term harassment" and she notes that this particular neighbor has pulled her dogs through the fence and has also reported her for having four dogs. County regulations indicate that an individual can only have three dogs. The Dog Control kept coming by and she learned that she would have to have a different address if she were to keep the four dogs. She denies any harassment towards the neighbor, but described the wood piling incident against her fence. She admits to pulling up her blouse and exposing herself to a neighbor. This was in "retaliation" for some of the wood piling against her fence. She retained an attorney in May of 1993 and also went to neighborhood mediation, but felt she was still being harassed. She tells me her neighbor takes video tapes of her.

Currently Charla has two adults in the Foster Care Home. Her license has been revoked, but since she is in "due process" she can keep the two adults. One of them suffers from Huntington's Chorea and is terminal. She has in the past had up to five adults in the home and has been able to earn a reasonable living. She indicates that one adult was taken away because the county had the guardianship.

This woman noted that she sees Dr. Russ Sardo, a psychologist, and has been under his care since August of 1993. She consults him on a weekly basis for "stress." His records are not available for my review.

Charla is single, has had three children, one of them committed suicide and she has two living children. Her 24

year old daughter is married and has two children of her own and a 21 year old son is planning to marry soon.

The two adults in the foster home are "private pay", but Charla notes that her business is "hurting." Fortunately she is able to get along because she has no outstanding bills. She takes no medications other than Diuril which she uses for ankle swelling. She smokes more than a package of cigarettes per and occasionally smokes two and never drinks alcohol because she doesn't like the taste or smell.

On a daily basis, this woman appears to be quite busy. She does cooking and cleaning. She has an acre of yard and does a fair amount of yard work. She does a fair amount of paperwork. She goes on outings with the residents from time to time. She does have one woman about 27 years of age and works to help her with the foster home, but that woman will be leaving and Charla states that the woman is leaving specifically because she feels she has been harassed by the county. This woman visits her grandchildren on a regular basis once a week. Weekends and holidays are about the same.

DEVELOPMENTAL HISTORY:

Ms. Dinnocenzo was born in Portland, Oregon and grew up in Boring, Oregon. Her parents had 35 acres. Her father was a truck driver who worked for Portland Sand and Gravel. He took an early retirement because of heart disease and diabetes and when he was 50 years of age he stopped working. He died in 1977 at the age of 62. Her mother is described as a homemaker. There were nine children in the family and Charla was in the middle age wise. She notes they were "a needy family". She notes she always had to work. But she believes she was instilled with very positive values, although the family was very poor. Charla did well in school, went to Sandy High School and graduated in 1961. She had A's and B's in school. She moved to Portland, went to work at Meier and Frank and later for Lambert Electric Company and in 1963 married. She divorced her husband after six months because she states he was "very possessive." She was also "out of the country" and experiences that he introduced her to her were "new" such as smoking marijuana. In February of 1967, her child was born. This baby was the product of a relationship she had had with a man. On July 4, 1967 she married another individual (not the father of the child). He worked as a longshoreman and they divorced in 1977. This marriage

produced two more children. She noted that her husband treated his own children well, but her oldest. She and he "grew apart and we never have grown together. He was mentally abusive to me and to Robert." Robert is the son who took his life.

After the divorce, Ms. Dinnocenzo worked for the City of Gresham in the Building Permit Department. She then went to work for Multnomah County in zoning, later at Rocky Butte jail and tells me that she even did work in helping to revise the record system at Rocky Butte. She attended Portland Community College in 1965 and Mount Hood Community College in 1973 and 1976. In 1984, she went to Mount Hood Community College for refresher courses in clerical work. She "decided to go into health care" and thought that this would allow her to be more accessible to her children. She decided that private health care would be the best. She did take some CNA classes, but never obtained a certificate or license as a CNA. She noted that the program she was enrolled did not have the "hands on" care program. She started in health care by going to a private home and then decided to do her work out of her home. She was encouraged by her family physician whom she states taught her how to give insulin injections.

Charla has been involved in adult care since May of 1991. Her son suicided in 1992 approximately a year later and when talking about this she became quite tearful. He was with her at the time of his death. She was in the house when he shot himself in the head. She notes he was very ill and suffered from Schizophrenia.

Previous psychotherapy has included consultations with Dr. Geoffry Hyde in 1982. She notes that her daughter was "acting out" and she had problems with her children. In 1970, she had also consulted Dr. Stanley Abrams, a psychologist, regarding a family situation. Her husband thought that one of the children born to him was someone else's child. Various blood tests were ordered and the issue of paternity was put to rest.

In the past, this woman has been treated by Dr. Leavitt as well as more recently Dr. Richard Craft with Meproamate, Valium, and Zoloft. She has taken these drugs over the years. She has always been somewhat nervous.

Surgical interventions have included surgery on her nose as well as a tubal ligation. She denies diabetes or hypertension.

Ms. Dinnocenzo tells me that she has spent more than \$20,000 in attempting to get her license back because the work is "my life."

IMPRESSION:

This woman presents with background history of psychological difficulties in what appears to have been chronic depression and anxiety throughout the years and mental health consultations with at least two examiners. Most of her mental health treatment has been by her family physicians. She has her own perspective of the situation that has come up in the context of her work and believes that the county is being unfair.

Ms. Dinnocenzo approached the MMPI test instrument in a reasonably honest fashion. She did present herself with her best foot forward, but nevertheless the test can be assumed to be an accurate appraisal of her overall psychological functioning. The only clinical scale with an elevation is scale 4 reflective of some degree of manipulation, inhibition of aggression and problems with authority. She describes herself as a socially retiring woman who tends to repress emotional material rather than to deal with it. That is to say, underlying conflicts and issues are likely to be repressed and then expressed in the form of "acting out" behavior which is essentially what we are seeing. She also has a tendency to be substantially manipulative. There is an elevation on the MacAndrews scale, but not a significant one. This woman attempts to be dominant in interpersonal relationships and is obviously controlling a considerable amount of hostility which would be consistent with her clinical presentation.

In considering the information contained in the Hearings Officer's Determination And Order of February 18, 1994, I would conclude that Ms. Dinnocenzo would not be capable of conducting an Adult Foster Care Program in a competent fashion. I would seriously question her judgment from time to time and the likelihood of her "breaking down." I believe that the origin of these difficulties relate to the unresolved grief associated with her son. In talking to her about this, it is obvious that this very nice woman is trying the best that she can to deal with that loss.

In my opinion, Charla should continue in her therapy with Dr. Sardo. Very likely he has sized up this situation with regard to her unresolved grief and hopefully is helping her with that situation both with regard to visiting the grave and dealing with the memories associated with the loss of her son's life. Also issues associated with guilt and anger surrounding his death would also have to be dealt with. It is likely that within a six month to one year period she should be able to return to operating an Adult Foster Care Home. At that time her judgment may well improve. However, the issues associated with her relationship with her neighbors would somehow have to be worked out in either a community meeting or some form of arbitration. This is certainly too early to do this as Ms. Dinnocenzo has a number of personal issues to work through before then.

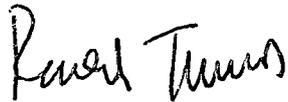
DIAGNOSTIC IMPRESSION:

Axis I: Unresolved Grief Reaction. This is not specifically a DSM-III diagnosis.

Axis II: Hysterical personality traits. Specifically a tendency to repress emotional material and to rely on "hysterical" defense mechanisms to deal with conflict.

If you have any questions regarding this report, please let me know.

Sincerely yours,



Ronald N. Turco, M.D.

RNT:dr

ANNOTATED MINUTES

*Tuesday, May 3, 1994 - 9:00 AM
Multnomah County Courthouse, Room 602*

BUDGET WORK SESSION

WS-1 *Work Session to Review and Discuss the COMMUNITY AND FAMILY SERVICES BUDGET for 1994-95 and CITIZENS BUDGET ADVISORY COMMITTEE (CBAC) REPORT - Presented by the Appropriate Department and Budget Staff*

LOLENZO POE, HOWARD KLINK, SUSAN CLARK, KATHY TINKLE, MURIEL GOLDMAN, BILL THOMAS AND JAMES EDMONDSON PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. STAFF TO RESPOND TO FOLLOW UP INFORMATION REQUESTS.

*Tuesday, May 3, 1994 - 11:30 AM
Multnomah County Courthouse, Room 602*

BUDGET PUBLIC HEARING

Chair Beverly Stein convened the hearing at 11:30 a.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.

PH-1 *Public Hearing and Testimony for the COMMUNITY AND FAMILY SERVICES BUDGET*

CHRISTINA GERMAIN, BILL MUIR, DIANE FELDT, JAN SAVIDGE, BOB BERNSTEIN, ERIK STEN, DEBBIE ARUENFELD, DAVID FUKS, LARRY SANCHEZ, RICHARD LUCETTI, JUDY LOW AND VIEMG KHAMVOMGSA TESTIMONY IN SUPPORT OF PROPOSED BUDGET AND ADD PACKAGES.

There being no further public testimony, the hearing was adjourned at 12:15 p.m.

*Tuesday, May 3, 1994 - 1:00 PM
Multnomah County Courthouse, Room 602*

BOARD BRIEFING

B-1 *Briefing on the City of Portland's Approved Budget. Presented by Mayor Vera Katz.*

MAYOR VERY KATZ PRESENTED AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION REGARDING CITY OF PORTLAND'S APPROVED BUDGET.

*Tuesday, May 3, 1994 - 1:30 PM
Multnomah County Courthouse, Room 602*

EXECUTIVE SESSION

Chair Beverly Stein convened the meeting at 1:40 p.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.

E-1 *Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660 (1)(e) for Deliberations Concerning Real Property Transactions*

FOLLOWING THE EXECUTIVE SESSION, THE BOARD CONVENED IN OPEN SESSION FOR DISCUSSION.

*Wednesday, May 4, 1994 - 9:00 AM
Multnomah County Courthouse, Room 602*

BUDGET WORK SESSION

WS-2 *Work Session to Review and Discuss the HEALTH DEPARTMENT BUDGET for 1994-95 and CITIZENS BUDGET ADVISORY COMMITTEE (CBAC) REPORT - Presented by the Appropriate Department and Budget Staff*

BILLI ODEGAARD, TOM FRONK, DR. GARY OXMAN, MARGE JOZSA, JOANNE DeHOFF, GORDON EMPEY, SHARI BLAKESLEE, MARY LOU HENNRICH, JAN SINCLAIR, DATHY PAGE, DARLENE YOUNG AND DWAYNE PRATHER PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. STAFF TO RESPOND TO FOLLOW UP INFORMATION REQUESTS.

*Wednesday, May 4, 1994 - 11:15 AM
Multnomah County Courthouse, Room 602*

BOARD BRIEFING

B-2 *Update and Presentation on the Community Strength Meetings. Presented by*

Jo Ann Allen, Helen Richardson and Steve Johnson.

BRIEFING CANCELLED.

*Wednesday, May 4, 1994 - 11:30 AM
Multnomah County Courthouse, Room 602*

BUDGET PUBLIC HEARING

Chair Beverly Stein convened the hearing at 11:30 a.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.

PH-2 Public Hearing and Testimony for the HEALTH DEPARTMENT BUDGET

KENNETH YEE TESTIMONY IN OPPOSITION TO CHAIR'S ENVIRONMENTAL HEALTH DIVISION BUDGET PROPOSAL. BOB DONOUGH TESTIMONY IN SUPPORT OF PUBLIC SAFETY ADD PACKAGES.

There being no further public testimony, the hearing was adjourned at 11:35 a.m.

*Wednesday, May 4, 1994 - 1:30 PM
Multnomah County Courthouse, Room 602*

BUDGET PUBLIC HEARING

Chair Beverly Stein convened the hearing at 1:35 p.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.

PH-2A Public Hearing and Testimony for the COMMUNITY AND FAMILY SERVICES DIVISION and HEALTH DEPARTMENT BUDGETS

MICHAEL BALTER, DR. DAVID ROSENSTEIN, ORIN BOLSTAD, TOM TROXEL, JUDITH MAYER, VICKI SMEAD, CHRISTINE BRUNO, DEBRA EVANS, LESLIE HAINES, KATHY OLIVER, VALARIE FAGERBERG, CAROL LAINE, RON HURL, JEAN WAGNER, MARY A. MILLS, KATHY HAMMOCK, PATTI SWANSON, KINDA DULIO, BUZZ MARRON, JANET ROSENSTEIN, GERALDINE WILLIAMS, DIANE FELDT, LINDA BIFANO, DON TRUE, JULIA LING, SUSIE SILVA-STROMMER, NATALIA SANCHEZ, LUCY UBALDO, KEVIN FITTS, MARY CLAIRE BUCKLEY, LAURIE BENDER AND DONNA SHILTZ-MARESH TESTIMONY

IN SUPPORT OR PROPOSED BUDGET AND ADD PACKAGES.

There being no further public testimony, the hearing was adjourned at 3:45 p.m.

*Wednesday, May 4, 1994 - 6:00 PM
Multnomah County Central Library - Auditorium
801 SW 10th Avenue*

**BUDGET OVERVIEW & ORIENTATION and
PUBLIC HEARING**

Overview and Orientation of Multnomah County Chair's Proposed 1994-95 Budget

**CHAIR BEVERLY STEIN AND DAVE WARREN
PRESENTATION TO PUBLIC QUESTIONS REGARDING
THE PROPOSED 1994-1995 EXECUTIVE BUDGET.**

Chair Beverly Stein convened the hearing at 7:00 p.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.

PH-3 *Public Hearing and Testimony for the Multnomah County Proposed 1994-95 Budget*

**JUDITH WILD, ARDEN BALLOU, TOMAS AMADOR,
FARM SAETERN, JENNIFER NINN, TERESA TAYLOR,
JUANITA GLASS, MELIZZA DELANEY, MARILYN
MILLER, VALENTINA CORTEZ, ROSY ORTEGA,
CHRISTINA GERMAIN, BARBARA SULEK, ELIZABETH
PERRY, TINI MATT, DIANET GOMEZ, KALE
SAETERN, JIM FRANCESCONI, JUDY LOW, TERSIA
RODRIQUEZ, SULUTASEN AMADOR, JON KART,
NICOLE RENSENBRINK, JOE NAZZARO, SHANNON
GILBERT, CINNAMON BANCROFT, KASEY SAE CHAO
AND ARMANDO MAFFIA TESTIMONY IN SUPPORT OF
PROPOSED BUDGET AND ADD PACKAGES.**

There being no further public testimony, the hearing was adjourned at 8:20 p.m.

*Thursday, May 5, 1994 - 9:30 AM
Multnomah County Courthouse, Room 602*

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:36 a.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.

CHAIR STEIN REQUESTED THAT C-4 BE CONSIDERED WITH THE REGULAR AGENDA. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, MOTION TO MOVE C-4 TO THE REGULAR AGENDA WAS UNANIMOUSLY APPROVED.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, THE CONSENT CALENDAR (ITEMS C-1, C-2, C-3 AND C-5) WAS UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

C-1 *Dispenser Class C/Greater Privilege Liquor License Application Submitted by Sheriff's Office with Recommendation for Approval, for CLUB GENESIS, 13639 SE POWELL, PORTLAND*

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-2 *ORDER in the Matter of the Execution of Correction Deed D940971 for Certain Tax Acquired Property to AAA STRUCTURES INC.*

ORDER 94-79.

C-3 *ORDER in the Matter of Contract 15765 for the Sale of Certain Real Property to GREGORY V. WEIGEL, FRANCESCA W. ROSEMEYER AND JUDITH ANN DONALDSON*

ORDER 94-80.

DEPARTMENT OF HEALTH

C-5 *Ratification of an Intergovernmental Revenue Agreement, Contract #202294, between METRO and Multnomah County, Health Department to Provide Assistance and Guidance in the Completion of a Bloodborne Pathogens Program Services, Effective May 2, 1994 through May 1, 1995*

REGULAR AGENDA

NON-DEPARTMENTAL

R-1 *Presentation in the Matter of Employee Service Awards Honoring Multnomah County Employees with Various Years of Service.*

BOARD GREETED, ACKNOWLEDGED AND PRESENTED 5 YEAR AWARDS TO CARRIE BUNCH OF DCC; NILS BITTNER DENNIS DEXTER, NASARIO GARCIA, DEBRA LONG, MARIA MALDONADO-KILIS, MICHAEL MATTHEW, PATRICIA THOMPSON AND CAROLYN ZWASCHKA OF DES; JAN MARIE COOPER AND NATALIE SHILLING OF LDS; RITA LYNE MARTIN, MARIA ROJO DE STEFFEY, JAY TUMBAGA AND BRYAN WALDEN OF NOND; DELORES ANDERSON, LISA DAVISON, VIRGINIA JONES, KATHERINE MARTIN, JAN OLSON, CAROLYN PFAENDER, CRYSTAL ROBINSON AND NANCY WILTON OF DSS; 10 YEAR AWARDS PRESENTED TO VICKI MARCH, GERARD WELCH AND SUSAN KAESER WINTERBOURNE OF DCC; CAROL BOWNE AND MARILYN HALL OF DA'S; KATHLEEN TUNEBERG OF DES; MEGAERA JARVIS, ELAINE MORGAN AND GAIL PARKER OF DLS; LAURA JEANETTE DEAN AND J. MICHAEL DOYLE OF NOND; STEPHEN BALOG AND KATHLEEN TINKLE OF DSS; 15 YEAR AWARDS PRESENTED TO BARBARA SKILES OF DA'S; ALLAN HOVDE, CAROL HOVDEY AND MURRAY SINGLETON OF DCC; GAIL ANDERSON AND DEANNA MAYER OF DES; MARGARET KHILNANI OF DSS; 20 YEAR AWARDS PRESENTED TO JEAN GUNN OF DA'S; LUCILLE BEIGHLEY AND HAROLD STANKEY OF DES; JOHN MILLER OF DSS; 25 YEAR AWARDS PRESENTED TO GREGG LOWE OF DA'S; LAWRENCE FLETCHER, LYNN LANGLEY, SHARON HOFFMANN AND NEWCOMBE WANG OF DES; 30 YEAR AWARDS PRESENTED TO W. REESE HOOPEES OF DCC; AND MANUAL MIKE OF DSS.

R-2 *PROCLAMATION in the Matter of Proclaiming May 12, 1994 as Chronic Fatigue Syndrome Awareness Day in Multnomah County, Oregon*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. BILLI ODEGAARD INTRODUCED DEAN FLECK WHO PRESENTED VIDEO AND EXPLANATION. PATRICIA BERGIN-GALLUP READ PROCLAMATION FOR THE RECORD. PROCLAMATION 94-81 UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

R-3 *Consideration in the Matter of Setting A Hearing Date Regarding an Appeal of the Revocation of an Adult Home Care License for Charla Dinnocenzo.*

PETE KASTING, DEPUTY CITY ATTORNEY FOR THE CITY OF PORTLAND, REPRESENTING THE BOARD OF COUNTY COMMISSIONERS ON THIS ITEM, PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS REGARDING THE POSSIBLE DECISION TO SET A HEARING DATE TO REVIEW THE APPEAL OF CHARLA DINNOCENZO FROM THE HEARINGS OFFICER DECISION REVOKING APPELLANTS'S ADULT CARE HOME LICENSE.

CHAIR STEIN PROPOSED TO ALLOW THREE MINUTES TO EACH SIDE TO EXPLAIN IF HEARING SHOULD BE GRANTED OR NOT.

MARTIN REEVES, ATTORNEY FOR THE APPELLANT, PRESENTED AND EXPLAINED WHY HEARING WITH ADDITIONAL EVIDENCE SHOULD BE GRANTED AND SCHEDULED.

CHIP LAZENBY, ASSISTANT COUNTY COUNSEL, PRESENTED OPTIONS AND RULES AVAILABLE TO THE BOARD TO MAKE A DECISION WITHOUT GRANTING AND ADDITIONAL HEARING. THE COMPLETE HEARINGS OFFICER RECORD WILL BE ON FILE WITH THE OFFICE OF THE BOARD CLERK AND AVAILABLE FOR REVIEW. MR. LAZENBY SUGGESTED THAT THERE WAS NO NEED FOR A HEARING.

MR. KASTING LISTED POSSIBLE OPTIONS WITH PARAMETERS.

UPON MOTION OF COMMISSIONER COLLIER, TO UPHOLD THE HEARINGS OFFICERS DECISION, FAILED FOR LACK OF SECOND.

COMMISSIONER KELLEY MOVED TO LEAVE RECORD OPEN TO RECEIVE WRITTEN TESTIMONY ON THE ISSUE OF THE PSYCHOLOGICAL CONDITION OF THE APPELLANT, SECONDED BY COMMISSIONER SALTZMAN, WAS UNANIMOUSLY.

TIME LINES AGREED ON BY ALL TO ALLOW FIVE WEEKS, WITH THREE WEEKS FOR THE PURPOSE OF OBTAINING PSYCHOLOGICAL EVALUATIONS FROM EACH SIDE, AND TWO WEEKS FOR EACH SIDE TO RESPOND TO THE EVALUATIONS, THEN TO RETURN TO THE BOARD OF COUNTY COMMISSIONERS FOR CONSIDERATION.

COMMISSIONER COLLIER STATED CONCERN FOR ANYONE WHO REMAINS IN THIS FACILITY FOR CARE DURING THIS PERIOD OF TIME.

STEVE BALOG PRESENTED RESPONSE TO BOARD QUESTION AND EXPLANATION AS TO WHAT IS CURRENTLY BEING DONE AND THE CONCERNS OF THE COUNTY FOR THE WELL BEING OF ANY AND ALL RESIDENTS OF THIS FACILITY.

MR. KASTING SUGGESTED ASK MR. REEVES IF HE CAN ASSURE THAT ACCESS AS PROVIDED BY THE RULES WILL BE PROVIDED AND IF THIS IS NOT BEING DONE, IT WILL COME BACK BEFORE THE BOARD MORE EXPEDITIOUSLY.

MR. REEVES RESPONDED THAT HE WOULD MAKE THIS RECOMMENDATION TO HIS CLIENT AND EXPLAIN THAT SHE MUST COMPLY WITH THE COUNTY REGULATIONS.

MR. KASTING SUGGESTED THAT THE BOARD PROCEED AS DESCRIBED WITH THE FIVE WEEKS TO SUBMIT ADDITIONAL TESTIMONY, BUT TO MAKE THIS PROCEDURE CONTINGENT UPON THE APPELLANT COMPLYING FULLY WITH ADMINISTRATIVE STAFF AND IF APPELLANT FAILS THIS ISSUE WOULD COME BACK BEFORE THE BOARD IMMEDIATELY TO TAKE OTHER ACTION.

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, IF THE APPELLANT IN THIS CASE DOSE NOT COMPLY WITH COUNTY RULES IN REGARDS TO PROVIDING INFORMATION AND COMPLY WITH THE PSYCHIATRIC EVALUATIONS, THAT THIS ISSUE WILL IMMEDIATELY BE BROUGHT BACK BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR

IMMEDIATE ACTION. ALSO, THE DATE FOR CONSIDERATION AND POSSIBLE ACTION WILL BE DETERMINED AFTER ALL RESPONSES HAVE BEEN RECEIVED. MOTION WAS UNANIMOUSLY APPROVED.

MANAGEMENT SUPPORT

R-4 *RESOLUTION in the Matter of the Issuance and Sale of Short-Term Promissory Notes (Tax and Revenue Anticipation Notes, Series 1994) in the Amount of \$11,000,000 for the Purpose of Meeting Current Expenses of the County for the 1994-95 Fiscal Year*

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-4. DAVE BOYER PRESENTED EXPLANATION AND RESPONDED TO BOARD QUESTIONS. RESOLUTION 94-82 UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-4 *Budget Modification DES #15 Requesting Authorization to Transfer \$16,100 from Fair Fund Contingency into Personal Services to Fully Fund the Fair Administrator Position and a Temporary Clerical Position*

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF C-4. LANCE DUNCAN PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

SERVICE DISTRICTS

(Recess as the Board of County Commissioners and convene as the Governing Body of Dunthorpe-Riverdale Sanitary Service District No. 1)

R-5 *PUBLIC HEARING and First Meeting of the Board of County Commissioners Sitting as the Budget Committee for Dunthorpe-Riverdale Sanitary Service District No. 1 Regarding Acceptance and Approval of Fiscal Year 1994-95 Budget*

COMMISSIONER COLLIER MOVED, AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-5. JOHN DORST PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS. NO PUBLIC TESTIMONY RECEIVED. R-5 WAS UNANIMOUSLY APPROVED.

(Recess as the Governing Body of Dunthorpe-Riverdale Sanitary Service District No. 1 and convene as the Governing Body of Mid-County Street Lighting Service District No. 14)

- R-6 *PUBLIC HEARING and First Meeting of the Board of County Commissioners Sitting as the Budget Committee for Mid-County Street Lighting Service District No. 14, Regarding Acceptance and Approval of Fiscal Year 1994-95 Budget*

COMMISSIONER COLLIER MOVED, AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-6. JOHN DORST PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS. NO PUBLIC TESTIMONY RECEIVED. R-6 WAS UNANIMOUSLY APPROVED.

(Recess as the Governing Body of Mid-County Street Lighting Service District No. 14 and reconvene as the Board of County Commissioners)

SHERIFF'S OFFICE

- R-7 *Ratification of an Intergovernmental Agreement, Contract #800724, between the Metropolitan Explosive Disposal Unit (MEDU) and the Multnomah County Sheriff's Office to Participate in and Fund the Activities of the MEDU, Effective Upon Completion*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-7. LARRY AAB PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS. R-7 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-8 *RESOLUTION in the Matter of Exempting the Multnomah County Fair from Resolution 90-2 and Allowing the Multnomah County Fair to Serve Beer and Wine and to Enter into Sponsor Partnerships with Local Microbreweries and Wineries*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-8. BARBARA RUTHERFORD-CREST PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS. COMMISSIONER KELLEY AND COMMISSIONER HANSEN PRESENTED EXPLANATION WHY THEY WOULD NOT SUPPORT THIS RESOLUTION. RESOLUTION 94-83 APPROVED, WITH

CHAIR STEIN, VICE-CHAIR COLLIER AND COMMISSIONER SALTZMAN VOTING AYE, AND COMMISSIONER KELLEY AND COMMISSIONER HANSEN VOTING NO.

DEPARTMENT OF HEALTH

R-9 *Request for Approval of a Notice of Intent to Apply for a Grant from the Department of Health and Human Services for Funding the Development of Integrated Service Networks*

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-9. TOM FRONK PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS. R-9 WAS UNANIMOUSLY APPROVED.

PUBLIC CONTRACT REVIEW BOARD

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

R-10 *ORDER in the Matter of Exempting from Public Bidding a Contract with Racal-Datacom for the Provision of Modems*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-10. SUSAN KAESER PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS. ORDER 94-84 WAS UNANIMOUSLY APPROVED.

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

NON-DEPARTMENTAL

R-11 *PUBLIC HEARING and Testimony in the Matter of the Proposed Midland Branch Library Relocation and Possible Board Decision*

PUBLIC TESTIMONY RECEIVED FROM MARK RUHLAND, ELMER SANKEY, KEN BRUNEAU, MAVIS HOLD, HOWARD HOLD, LELA JOANNE HILL, MARK CVETKO, MARIANNE FELT, LES PRATT, DENNIS RICHEY, MICHAEL DANA AND DIANE HARR.

PUBLIC COMMENT

R-12 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

NONE.

There being no further business, the meeting was adjourned at 11:45 a.m.

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


Carrie A. Parkerson

*Thursday, May 5, 1994 - 11:45 AM
Multnomah County Courthouse, Room 602*

BOARD BRIEFING

B-3 *Presentation and Discussion of Recommendations made by the 1994 Multnomah County Salary Commission, Presented by Judith Clark, Chair; Ron Craig and Mary Ann Wersch of the Multnomah County Salary Commission.*

MULTNOMAH COUNTY AUDITOR, GARY BLACKMER INTRODUCED JUDITH CLARK, CHAIR OF THE MULTNOMAH COUNTY SALARY COMMISSION, PRESENTED AND EXPLAINED THE DETAILED REPORT OF THE SALARY COMMISSION. INFORMATION ONLY, NO BOARD ACTION TAKEN AT THIS TIME.

MEETING DATE: May 5, 1994

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Consideration of Setting a Hearing Date/Adult Home Care License Appeal

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: Thursday, May 5, 1994

Amount of Time Needed: 10:00 AM TIME CERTAIN - 10 Minutes

DEPARTMENT: Non-Departmental **DIVISION:** Chair Beverly Stein

CONTACT: City Attorney Pete Kasting **TELEPHONE #:** 823-4047

BLDG/ROOM #: 131/315

PERSON(S) MAKING PRESENTATION: Pete Kasting and Appellant's Attorney Kristen Pecknold

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Consideration in the Matter of Setting a Hearing Date
Regarding an Appeal of the Revocation of an Adult Home
Care License for Charla Dimnocenzo

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 APR 13 AM 10:12

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



CITY OF
PORTLAND, OREGON
OFFICE OF CITY ATTORNEY

Jeffrey L. Rogers, City Attorney
1220 S.W. 5th Avenue
Portland, Oregon 97204
(503) 823-4047

April 14, 1994

INTEROFFICE MEMORANDUM

TO: Board of County Commissioners

FROM: Peter Kasting ^{PK}
Senior Deputy City Attorney

SUBJ: Appeal of Carla Dinnocenzo from Hearings Officer's
Decision Revoking Appellant's Adult Care Home License

At its meeting on May 5, 1994 (10:00 time certain), the Board needs to decide whether it wants to (1) hold a hearing to accept evidence and argument on the appeal or (2) decide this appeal on the record. MCC section 8.90.090 (J) and section 890-90-450 of the Administrative Rules for Licensure of Adult Care Homes give the Board discretion to follow either course.

The meeting on May 5 is not intended to address the merits of the appeal. It is only to decide whether the Board wants to receive additional evidence and argument in this matter.

You should already have a copy of the hearings officer's decision, as well as the appellant's exceptions to the hearings officer's decision and the Department of Social Service's response to the exceptions. If your file does not contain these items, you can get copies from the Clerk of the Board.

I will be attending the meeting on May 5. By copy of this memo I am notifying counsel for the appellant and counsel for the Department of Social Services of the meeting. If the Board wants to hear from them on why a hearing should or should not be scheduled (and on that question only), I would suggest giving each side three minutes to make a statement. The parties are also free to submit letters stating their position on whether a hearing should be scheduled.

Please let me know if you have any questions or would like to discuss this matter further.

c: Martin Reeves
Chib Lazenby
Stephen Balog

1994 APR 19 AM 9:34
MULTICOUNTY COUNTY
OFFICE
BOARD OF
COUNTY COMMISSIONERS

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY

In the Matter of the Adult Home) No. 133117
Care License of)
CHARLA DINNOCENZO.) EXCEPTIONS TO HEARINGS
OFFICER'S DECISION

Licensee, Charla Dinnocenzo, by and through her attorney, Martin W. Reeves, of Reeves, Kahn & Eder, makes the following exceptions to the Hearings Officer, William Shatzer's, decision dated February 18, 1994, pursuant to Multnomah County Code (MCC) 8.90.090(I).

First Exception

The Findings of Fact and Conclusions of Law are not sufficiently stated.

Multnomah County Code (MCC) 8.90.090(H) requires the hearings officer to issue an order containing findings of fact and conclusions of law explaining the reason and rationale adopted by the hearings officer on arriving at his conclusion.

The hearings officer's decision fails to clearly and precisely

Page

1 state what he found to be the facts and why those facts
2 rationally lead to the decision he made. See Ruiz v. Employment
3 Division, 83 Or App 609, 613 (1989).

4 The Findings of Fact and Conclusions of Law are not
5 separately stated in his order. It is unclear what statements
6 are findings and which statements are conclusions. When an
7 agency is required to make findings of fact and conclusions of
8 law there is an obligation on the part of the agency to make
9 findings on all essential facts and pertinent issues, including
10 issues raised by the petitioner. Failure to make such findings
11 requires remand. Ruiz, at 613, citing de St. Germaine v.
12 Employment Division, 74 Or App 484, 703 P2d 986 (1985); Exton v.
13 Employment Division, 74 Or App 288, 702 P2d 1153 (1985); Frank v.
14 Employment Division, 57 Or App 646, 646 P2d 70 (1982). (These
15 cases discuss ORS 183.470. The language in MCC 8.90.090(H)
16 regarding findings of fact and conclusions of law is
17 substantially similar to that found in ORS 183.470(2) - "A final
18 order shall be accompanied by findings of fact and conclusions of
19 law. The findings of fact shall consist of a concise statement
20 of the underlying facts supporting the findings as to each
21 contested issue of fact and as to each ultimate fact required to
22 support the agency's order.")

23 The Licensee raised several issues and presented testimony
24 and other evidence to show:

- 25 (1) that she does not have a psychological or psychiatric
26 problem;

Page

2 - EXCEPTIONS TO HEARINGS OFFICER'S DECISION

REEVES, KAHN & EDER

ATTORNEYS AT LAW

4934 S.E. WOODSTOCK

PORTLAND, OREGON 97206

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FAX (503) 777-8566

1 (2) that she does not have a psychological or psychiatric
2 problem that compromises her ability to operate or
3 provide care in an adult care home;

4 (3) that if she did have a psychological or psychiatric
5 problem, she has taken adequate and appropriate
6 corrective measures and that subsequent behavior by
7 licensee after the re-issuance of her license in July
8 of 1993, does not support the severe sanction of
9 revocation;

10 (4) that the sanction of revocation is grossly unfair
11 and/or retaliatory;

12 (5) that many of the complaints made by the licensing
13 agency, neighbors and others are false, retaliatory or
14 harassing in nature;

15 (6) that the behavior cited in the revocation letter, even
16 if true, is anecdotal and unrelated to her care and
17 operation of an adult care home.

18 The decision failed to address these essential facts and
19 issues raised by the licensee.

20 Second Exception

21 The decision is not supported by substantial evidence.

22 The hearings officer concluded that Licensee's problems in
23 dealing with others compromise her ability to operate an adult
24 care facility. Mrs. Dinnocenzo provided the only expert witness,
25 Russell Sardo, Ph.D., on the issue of Mrs. Dinnocenzo's
26 psychiatric or psychological state. Dr. Sardo, in his testimony,

Page

3 - EXCEPTIONS TO HEARINGS OFFICER'S DECISION

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1 concluded that although Mrs. Dinnocenzo was slightly elevated for
2 defensiveness, there was nothing in her behavior of a
3 psychological nature that would prevent her from providing
4 adequate care to her residents and operating an adult foster care
5 home. The County failed to provide a diagnosis from a qualified
6 expert that she has a psychological or psychiatric problem
7 significant enough to compromise her ability to operate an adult
8 care facility.

9 The hearings officer correctly concluded that this
10 proceeding was not about Mrs. Dinnocenzo's care and treatment of
11 and behavior towards her residents. He concluded the care
12 provided by Mrs. Dinnocenzo was within the acceptable range and
13 even the complaints that were substantiated did not involve
14 serious or substantial threats to the health and welfare of her
15 residents.

16 The evidence the hearings officer relied on to conclude that
17 she has a problem that compromises her ability to operate a
18 foster care home is anecdotal and not rationally related to the
19 care provided and the operation of her facility. The Hearings
20 Officer's conclusion that she has a "problem in dealing with
21 others" does not meet the requirements of the rule that she has a
22 psychological or psychiatric problem that compromises her ability
23 to operate a foster care facility. He acknowledges that her
24 behavior does not rise to the level of a mental illness or
25 disorder. His ultimate conclusion, therefore, is not supported
26 by substantial evidence.

Page

4 - EXCEPTIONS TO HEARINGS OFFICER'S DECISION

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1 Third Exception

2 Multnomah County Administrative Rule (MCAR) 890-080-
3 120(k)(C) is unconstitutionally vague.

4 Multnomah County Administrative Rule (MCAR) 890-080-
5 120(k)(C) provides that an administrative sanction may be imposed
6 upon a finding that the operator has a psychiatric or
7 psychological problem which compromises her ability to operate or
8 provide care in an adult care home. This rule is
9 unconstitutionally vague.

10 The rule does not define psychiatric or psychological
11 problem. Licensee has due process rights and substantial liberty
12 interests through the Fourteenth Amendment of the United States
13 Constitution. The rule is grossly unfair to licensees by failing
14 to notify them of the scope and reach of the rule. This
15 constitutes a denial of due process under the Federal Fourteenth
16 Amendment. See State v. Robertson, 293 Or 402, 409 (1982). A
17 reasonable interpretation of psychological or psychiatric problem
18 would require a diagnosis from a qualified expert that such a
19 problem exists and that it compromises her ability to operate an
20 adult care facility.

21 "Vague laws offend several important values.
22 First, because we assume that man is free to
23 steer between lawful and unlawful conduct, we
24 insist that laws give the person of ordinary
25 intelligence a reasonable opportunity to know
26 what is prohibited so that he may act
accordingly. Vague laws may trap the
innocent by not providing fair warning.
Second, if arbitrary and discriminatory
enforcement is to be prevented, laws must
provide explicit standards for those who
apply them. A vague law impermissibly

Page

1 delegates basic policy matters to policemen,
2 judges, and juries for resolution on an ad
3 hoc and subjective basis, with the attendant
4 dangers of arbitrary and discriminatory
5 applications." State v. Robertson, 293 Or
6 402, 409 (1982) citing Village of Hoffman
7 Estates v. Flipside, Hoffman Estates, Inc.,
8 ___ US ___, 102 S Ct 1186 (1982).

9 Although this excerpt refers to criminal behavior, it is
10 also applicable to regulation of an occupation. The rule in
11 question in this case clearly is not adequately defined to put
12 people on notice of what is prohibited and therefore the rule is
13 void for being unconstitutionally vague.

14 Fourth Exception

15 The sanction of revocation is excessive, inappropriate and
16 not supported by the evidence.

17 Although the decision does not state this finding, it is an
18 important fact that the licensee was reissued her license as of
19 July of 1993 with no conditions. The order revoking her license
20 is dated September 22, 1993. The reasons listed in the
21 revocation letter, even if true, do not warrant the severe
22 sanction of revocation within that short a time frame, especially
23 when there has been no finding of imminent danger to residents or
24 that her care is inadequate.

25 The licensee testified and the hearings officer acknowledged
26 that some of licensee's challenges to the interpretation of the
27 rules by the agency were legitimate differences of opinion over
28 the requirements of the Administrative Rules. Eileen Brooks, an
29 employee of the Multnomah County Adult Care Home Program,
30 testified that she is responsible for monitoring the licensing of

Page

1 200 out of the 600 homes in Multnomah County.

2 The Licensee had legitimate concerns about the
3 administrative rules and their interpretations as the hearings
4 officer acknowledged. Eileen Brooks testified that she was told
5 prior to meeting the Licensee that she was emotionally and
6 mentally unstable. This predisposition to Licensee caused
7 unnecessary friction. Coupled with the licensing agent's
8 overwhelming caseload and a questioning operator, it is simply
9 easier for the agency to revoke the operator's license without
10 affording her adequate due process.

11 Mrs. Dinnocenzo has a liberty interest in continuing her
12 business. She is effectively being revoked because the agency is
13 overburdened and does not like her. She has been extremely
14 frustrated as the County has excessively monitored her, abused
15 its investigatory and regulatory power, and failed to issue
16 reports in a timely manner.

17 Ms. Brooks issued five complaints in May of 1993 that
18 concerned events that allegedly occurred 6-13 months prior to the
19 issuance of the complaints. The rules require that the report be
20 completed within 60 days. MCAR 890-110-115(d).

21 Other sanctions or recourse need to be explored prior to
22 revocation that would satisfy the County's need for accurate
23 information, the residents need for a safe and secure place to
24 live and the operator's need to be free from excessive and
25 retaliatory regulatory intrusion. In this situation, it is clear
26 that the County revoked her license because it did not want to

Page

7 - EXCEPTIONS TO HEARINGS OFFICER'S DECISION

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1 spend resources on licensing her, mainly, time.

2 CONCLUSION

3 The Board of County Commissioners, pursuant to MCC
4 8.90.090(J) has the authority to conduct a hearing or schedule
5 oral arguments, prior to accepting, modifying, rejecting or
6 remanding the order. Licensee requests that the Board reject the
7 hearings officer's decision, thus reversing the Director's Order
8 of Revocation, and ordering that Mrs. Dinnocenzo's license be
9 reinstated. Licensee respectfully requests permission to submit
10 additional evidence to assist the Board in making its final
11 determination.

12 Respectfully submitted,

13 REEVES, KAHN & EDER

14
15 BY *Martin W. Reeves* #90357 for

16 Martin W. Reeves, OSB #81346
17 of Attorneys for Licensee
18 Charla Dinnocenzo

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8 - EXCEPTIONS TO HEARINGS OFFICER'S DECISION

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CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing EXCEPTIONS TO HEARINGS OFFICER'S DECISION on the following person(s) by mailing to said person(s) a true copy thereof, certified by me as such, contained in a sealed envelope, with postage paid, addressed to said person(s) at said person(s) last known addresses, to-wit:

Beverly Stein, Chair
Multnomah County Board of Commissioners
1120 S.W. Fifth, Room 1410
Portland, OR 97204

Dan Saltzman, Commissioner
1120 S.W. Fifth, Room 1500
Portland OR 97204

Gary Hansen, Commissioner
1120 S.W. Fifth, Room 1500
Portland OR 97204

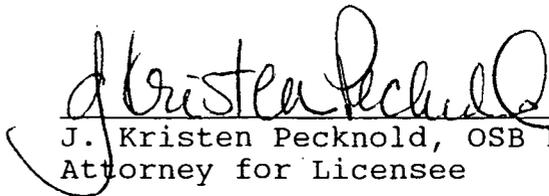
Tanya Collier, Commissioner
1120 S.W. Fifth, Room 1500
Portland OR 97204

Sharron Kelley, Commissioner
1120 S.W. Fifth, Room 1500
Portland OR 97204

H.H. (Chip) Lazenby, Jr.
Multnomah County Counsel
1120 S.W. Fifth, Room 1530
P.O. Box 849
Portland OR 97207

and deposited in the post office at Portland, Oregon, on said day.

Dated March 9, 1994.


J. Kristen Pecknold, OSB No. 90357
Attorney for Licensee

Page

BOARD OF
COUNTY COMMISSIONERS
1994 MAR 30 PM 3:43
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY

In the Matter of the Adult
Home Care License of,
CHARLA DINNOCENZO.

City Hearing's Office No.
133117
REBUTTAL TO APPELLANT'S
EXCEPTIONS

Following a four-day hearing, Hearings Officer Shatzer upheld the determination of the Manager of the Multnomah County Adult Care Home Program revoking appellant's license. The Hearings Officer sustained the Manager's finding that the Appellant has a "psychiatric or psychological problem * * * which compromises * * * her ability to operate or provide care in an adult care home" as provided in MCAR 890-080-120(k)(C).

Appellant has filed four written exceptions to the Hearings Officer's Order. In brief, they are:

1 1. The Findings of Fact and Conclusions of Law are not
sufficiently stated;

2 2. There is not substantial evidence in the record to
3 support the Hearings Officer's decision;

4 3. The rule itself is unconstitutionally vague;

5 4. The sanction of revocation is excessive,
6 inappropriate, and not supported by the evidence.

7 This rebuttal will discuss each exception in turn.

8 **I. The Hearings Officer Made Sufficient Findings of Fact.**

9 The Hearings Officer's Determination and Order are attached for the
10 reference of the Board as Exhibit 1. Beginning at the top of page
11 2, the Hearings Officer summarizes some of the more outlandish
12 behavior on the part of appellant. He concluded the Appellant is
13 "rude, angry, abusive, defensive, and hostile. She does not
14 cooperate or seek understanding or accommodation but rather
15 confronts, opposes and reacts. She is, in the words of her own
16 psychiatrist, 'aggressive with those who conflict with her' and 'a
17 pain in the neck.'"

18 The Hearings Officer drew these conclusions after hearing from
19 numerous witnesses who confirmed these observations. Not only were
20 members of the Adult Care Home staff called as witnesses, but this
21 behavior was confirmed by employees of the State Ombudsman's
22 Office, including its Deputy Director, State Court personnel,
23 Multnomah County Sheriff's Officers and Animal Control Officers,
24 and others. All of these persons testified or submitted affidavits
25 about different incidents involving the appellant.

26 Paragraph three on page 2 of the Hearings Officer's Report

2 - REBUTTAL TO APPELLANT'S EXCEPTIONS

1 details some of the incidents that are a part of the record before
2 you. False allegations of sexual impropriety against both State
3 Ombudsman's volunteers as well as suggestive offers to an Animal
4 Control Officer. The Hearings Officer specifically determined that
5 "her report to Mental Health regarding [a neighbor's child] was, if
6 not false, certainly mean spirited and intended to cause
7 inconvenience and embarrassment to [the neighbors]" (Exhibit 1,
8 paragraph 2). This incident involved a report of a particularly
9 gruesome suicide attempt, leaving emergency responders to believe
10 that the child was walking around the streets bleeding from both
11 arms.

12 The record before you contains a videotaped record of the
13 Appellant repeatedly dismantling the neighbor's woodpile. During
14 the course of one of these incidents, the Appellant bared her
15 breasts to the neighbors. The Hearings Officer specifically found
16 that these actions could "only be described as bizarre."

17 The Hearings Officer, in fact, goes into great detail in
18 describing the Appellant's actions.

19 The Hearings Officer summarized the evidence, resolved
20 disputed episodes, explained the rationale for upholding the
21 Director's decision and clearly stated the reasons as they are
22 found in the evidence in the record before you.

23 Appellant's reliance upon Ruiz v. Employment Division, 83 Or
24 App 609 1989, is misplaced. The requirement of specificity relates
25 to the Agency's findings. In this case, that would mean the letter
26 revoking the Appellant's license. Mr. Balog's letter revoking the

3 - REBUTTAL TO APPELLANT'S EXCEPTIONS

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1 license is lengthy and detailed and specifies the reasons for the
2 allegations and specifies violations of rules. The revocation
3 letter is attached to this rebuttal as Exhibit 2.

4 Six issues are raised by Appellant in her first exception
5 (Exceptions, p. 2-3). When reviewed in the context of the record,
6 they do not give cause for the Board to reverse the Hearings
7 Officer's decision.

8 The first three items relate to an assessment of the
9 Appellant's psychological fitness. Omitted from the exception but
10 contained within the record before you is testimony from the same
11 psychiatrist who admitted that he was unaware of the incidents of
12 baring the breasts and making the suicide report, and that if he
13 were aware of such actions on the part of the Appellant, he would
14 have to re-assess her psychological fitness.

15 In item four raised by the Appellant in the first exception is
16 also unsupported by the record. The Hearings Officer's
17 determination specifically addresses the reasons and rationale for
18 upholding the Program Manager's decision to use revocation as a
19 sanction in this matter. Under the rules themselves, MCAR 890-080-
20 120 allows revocation upon a finding of one or more violations of
21 the rules.

22 Item five in exception one, that numerous complaints were
23 "false, retaliatory, or harassing in nature" was a central theme of
24 Appellant's presentation before the Hearings Officer. These
25 factual matters were resolved against the Appellant at the hearing.
26 (See paragraphs 2 and 3 on page 2 of Exhibit 1)

4 - REBUTTAL TO APPELLANT'S EXCEPTIONS

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1 The Hearings Officer also resolved the issue raised in item 6
2 of exception one that the behavior is unrelated to the provision of
3 care.

4 On page 2, paragraph 6, the Hearings Officer specifically
5 resolved this issue. This was something argued by Appellant's
6 counsel at the hearing and rejected after considering the entire
7 record.

8 **II. The Decision of the Hearings Officer is Supported by**
9 **Substantial Evidence in the Record.**

10 The Appellant's license was only revoked by the Program after
11 receiving numerous and varied complaints. At the hearing there was
12 evidence and testimony which demonstrated the following:

13 1. The Appellant set in motion a chain of events that
14 caused emergency crews to respond to the area thinking
15 that a child had slashed her wrists and was bleeding in
16 the streets;

17 2. The Appellant offered sexual favors to Animal
18 Control Officers after initially offering them money to
19 not sanction her for the behavior of her dogs;

20 3. The Appellant hired private investigators to
21 investigate all of her neighbors and the Adult Care Home
22 Program;

23 4. The Appellant cursed and threatened Probate Court
24 personnel in such a manner that they were fearful;

25 5. That while manually dismantling the neighbors
26 woodpile, she exposed her breasts to the neighbors;

The record is replete with evidence of this and other episodes
of serious irrational behavior. The focus in MCAR 890-020-222(b)
is that operators "possess mental health and good judgment * * *"
Contrary to the assertion made by Appellant's counsel, it is not

5 - REBUTTAL TO APPELLANT'S EXCEPTIONS

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1 necessary for the County to provide a clinical mental health
2 diagnosis in the face of such factual abnormalities.

3 **III. MCAR 890-030-120(k) (C) is not Unconstitutionally Vague.**

4 This issue was not raised at the hearing. This issue is not a
5 part of the record before you. It is improper to be determined at
6 this stage before this body. The Appellant has the ability to
7 raise this matter of law in a subsequent judicial proceeding. See
8 ORS 183.400 et seq. The rules limit the review at this stage to
9 matters that are a part of the record. See MCAR 890-090-350; 890-
10 090-360.

11 It is the Program's position that the rule is anything but
12 vague. The entire rule states that an administrative sanction may
13 be imposed upon a finding that [the licensee] "has a medical,
14 psychiatric, or psychological problem, or an alcohol or drug
15 problem which compromises his or her ability to operate or provide
16 care in an adult care home"

17 It is absurd for Appellant to insist that this rule does not
18 place her on notice, that the above-described behavior could result
19 in the loss of her license. Further, Appellant was able to present
20 over two days' worth of testimony in an effort to rebut the
21 Agency's determination under this section. This included the
22 testimony of a licensed treating psychologist.

23 **IV. The Hearings Officer Specifically Determined that**
24 **Revocation was the Appropriate Remedy.**

25 The Hearings Officer's reasons are specific and based on the
26 evidence within the record. (Exhibit 1, p. 2, last paragraph)

6 - REBUTTAL TO APPELLANT'S EXCEPTIONS

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1 However, several factual misstatement in this exception should be
2 clarified. For instance, Eileen Brooks was told by the Appellant's
3 sister that Appellant was emotionally and mentally unstable.
4 However, at the time, Appellant was not mentioned by name. It was
5 only after Appellant had been licensed for some time that Ms.
6 Brooks discovered the familial connection.

7 Appellant fails to point out that although MCAR 890-110-115(d)
8 requires reports to be issued within 60 days, subsection (h) of the
9 same section states:

10 Failure of the department to meet the guideline
11 timeframes listed in this section shall not operate to
12 waive the department's authority to take further
13 investigative action or to take appropriate
14 administrative and/or civil action as a result of a
15 complaint or the complete investigation of a complaint.

16 In addition, the testimony at the hearing and in the record
17 before you indicates that all of the allegations in these
18 investigations were thoroughly discussed with Appellant in a timely
19 manner. Only the final written reports lagged outside the
20 timeframe set by the rules.

21 Finally Appellant asserts that administrative convenience (or
22 laziness) on the part of the Agency is the root cause of the
23 decision to revoke this license. Nothing in the record supports
24 this insinuation. The record shows that the Appellant's son
25 committed suicide in the spring of 1992. Shortly after that, the
26 Appellant's mental health began to deteriorate. The record shows
that the Agency tried to work with the Appellant consistently
throughout this period of time. As her behavior became more

7 - REBUTTAL TO APPELLANT'S EXCEPTIONS

MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

1 bizarre and aberrant, the only recourse left to the Agency,
2 unfortunately, was to revoke her license out of a deepening concern
3 for the well being of residents. While the quality of care was not
4 always an issue, it was present as an issue in the agency
5 determination. The relations of this operator with law
6 enforcement, with Animal Control, with the State Ombudsman's
7 office, with the State Court personnel, with Aging Service
8 employees as well as Adult Care Home Program employees, reached
9 such a decrepit state, the record shows the only option available
10 to Mr. Balog and the Program was to revoke the license for the
11 benefit of the residents.

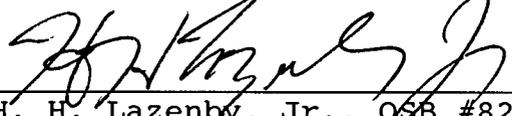
12 **Conclusion**

13 The Board of County Commissions, through MCAR 890-090-450, is
14 not required to conduct a hearing or reschedule oral arguments.
15 There is a complete record in this matter that supports the
16 Hearings Officer's Determination. Agency requests that the Board
17 affirm the Hearings Officer's Order and allow that Order to become
18 the final order revoking the Appellant's license.

19 DATED this 30th day of March, 1994.

20 Respectfully submitted,

21 LAURENCE KRESSEL, COUNTY COUNSEL
22 FOR MULTNOMAH COUNTY, OREGON

23 By 
24 H. H. Lazenby, Jr., OSB #82078
25 Assistant County Counsel
26 Of Attorneys for Multnomah County

26 F:\DATA\COUNSEL\WPDATA\EIGHT\REBUT.PLD\dd



CITY OF
PORTLAND, OREGON
HEARINGS OFFICE

1120 S.W. 5th Avenue, Room 1017
Portland, Oregon 97204-1960

Elizabeth A. Normand, Land Use Hearings Officer
(503) 823-7719

William W. Shatzer, Code Hearings Officer
(503) 823-7307
FAX (503) 823-5370

RECEIVED

FEB 22 1994

COUNTY COUNSEL FOR
MULTNOMAH COUNTY, OR

HEARINGS OFFICER'S DETERMINATION AND ORDER

APPEAL OF CHARLA DINNOCENZO

HEARING NO. 133117

APPEARANCES:

Mr. H. H. Lazenby, Deputy County Counsel, for Multnomah County

Mr. Martin Reeves, Attorney at Law, for the appellant, Charla Dinnocenzo.

HEARINGS OFFICER: Mr. William W. Shatzer

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

This is an appeal from a determination of the Manager of the Multnomah County Adult Care Home Program revoking the Adult Care Home license of the appellant, Charla Dinnocenzo. After investigation, the Manager imposed the sanction of revocation pursuant to his authority under MCAR 890-080-120(k)(C) after determining that Ms. Dinnocenzo has a "psychiatric or psychological problem ... which compromises ... her ability to operate or provide care in an Adult Care Home." Ms. Dinnocenzo appealed that determination pursuant to MCC 8.90.090 and this proceeding followed.

Ultimately, this proceeding is not about the appellant's care for her residents. While there have been numerous complaints about Ms. Dinnocenzo's care and treatment of, and behavior towards, the residents of her adult care home, many, if not most, of those allegations were not substantiated by Multnomah County investigative personnel. Of those resident care and treatment complaints which were found to be substantiated by County investigators, most appear to be the result of misunderstandings, minor misjudgments, or legitimate differences of opinion over the requirements of the Administrative Rules. While the sheer number of complaints received is somewhat troubling, the substantiated complaints do not seem to have involved any serious or substantial threat to the health, welfare, or rights of the residents or to evidence any pattern of neglect or misconduct. While the care provided by Ms. Dinnocenzo is, perhaps, not optimal, the care provided her residents does appear to fall within the acceptable range and is not so substandard as would justify revocation, at least not until lesser corrective measures had failed.

However, while Ms. Dinnocenzo's care and treatment of her residents seems to fall within minimum acceptable parameters, her behavior towards persons other than residents does not. The record is replete with evidence that Ms. Dinnocenzo is simply unable to deal with persons she perceives as opposing her in an acceptable manner. When Ms. Dinnocenzo perceives opposition, she becomes confrontational and even paranoid. She is rude, angry, abusive, defensive, and hostile. She does not cooperate or seek understanding or accommodation but rather confronts, opposes, and reacts. She is, in the words of her own psychiatrist, "aggressive with those who conflict with her" and "a pain in the neck."

The reports of this rude, offensive, and hostile behavior come from a large number of people - County employees, employees and volunteers of the State Ombudsman's Office, friends and relatives of residents, neighbors, State Court personnel, and sheriff and animal control officers have all been victims of this type of behavior.

She engages in vindictive actions intended to "get" the person she perceives as having offended against her. She has filed internal investigation complaints against Sheriff's Department officers. She has made false allegations of sexual improprieties against State Ombudsman volunteers. Her report to Mental Health regarding Joey Hedlund was, if not false, certainly mean-spirited and intended to cause inconvenience and embarrassment to the Hedlunds. She hired private investigators to investigate both her neighbors and Multnomah County regulatory staff, apparently in pursuit of her belief that these persons were engaged in some sort of conspiracy against her. Her repeated actions in dismantling her neighbors' wood pile were videotaped and can only be described as bizarre.

In short, her seemingly consistent behavior in these types of interactions is clearly outside of normal and accepted limits. While perhaps not rising to the level of a mental illness or disorder, these behaviors are certainly evidence of a "psychiatric or psychological problem" which obviously affects her ability to deal with people she perceives as opposing or in conflict with her including government regulators and overseers.

However, given that Ms. Dinnocenzo's care and treatment of her residents apparently falls within acceptable limits, the question which must be resolved is whether her problems in dealing with others can fairly be deemed to "compromise ... her ability to operate or provide care in an Adult Care Home." With some hesitation, I have concluded that these problems do, indeed, compromise her ability to operate her adult care facility.

The operation of an adult care facility involves more than simply the care and treatment of the facility's residents. As the adult care industry is a highly regulated one, operation of an adult care home must, of necessity, involve frequent dealings with the governmental regulators and other authority figures. Almost inevitably, there will be times when the requests, instructions, inspections, requirements, and oversight of the government regulators will be perceived, rightly or wrongly, as in opposition to the interests of the adult care home operator. If the operator consistently reacts to this necessary government oversight with hostility, rudeness, defensiveness, non-cooperation, defiance, and the construction of conspiracy theories, then the government regulators cannot effectively perform their duties and the operation of the facility is most certainly compromised. In this case, Ms. Dinnocenzo's actions have clearly effected, substantially and in an adverse way, the effective government oversight of her adult care facility.

Finally, I have considered whether or not revocation is the appropriate remedy in this case or whether some sanction less than revocation might be more appropriate. Ultimately, I believe that the Manager's decision to revoke was the correct one. The testimony indicated that, of the approximately 600 adult care homes in Multnomah County, dealing with Ms. Dinnocenzo's required far and away the greatest allocation of government resources. The operation of the State

Ombudsman's Office was disrupted because volunteers and district managers no longer felt safe in dealing with Ms. Dinnocenzo. Other government employees have been reassigned because they could no longer endure Ms. Dinnocenzo's hostility. If Ms. Dinnocenzo's license were not revoked, I see no reason why this pattern would not continue. Continuation of her license would continue to disrupt the operation of the Adult Care Home Program and the effective regulation and supervision of her facility would continue to be difficult and problematic.

Accordingly, the determination of the Manager should be sustained, with appropriate modifications in the effective date to allow the orderly transfer of residents from the home.

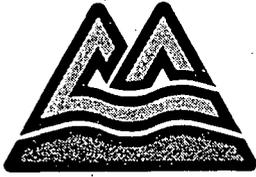
ORDER AND DETERMINATION:

1. The determination of the Manager of the Multnomah County Adult Care Program dated September 22, 1993, revoking the Adult Care Home License of the appellant Charla Dinnocenzo is MODIFIED to provide that the revocation shall be effective March 30, 1994. Except as so modified, the determination is SUSTAINED.
2. This order and determination has been mailed to the parties on February 18, 1994, and shall become final on March 7, 1994, unless written exceptions are file with the Board of County Commissioners prior to such date.

Dated: February 18, 1994

William W. Stutz
Code Hearings Officer

WWS:db



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
AGING SERVICES DIVISION (503) 248-3646
ADULT CARE HOME PROGRAM (503) 248-3000
421 S.W. 5TH, ROOM 405
PORTLAND, OREGON 97204-2221

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

CERTIFIED MAIL

September 22, 1993

Ms. Charla Dinnocenzo
3140 S.E. 129th
Portland, Oregon 97236

Dear Ms. Dinnocenzo:

I have carefully reviewed your file, the information provided at the administrative conference held on June 25, 1993 and information we have obtained subsequent to that conference. Based on this information and after careful consideration of all the circumstances, your license to operate an adult foster care home is hereby revoked effective immediately.

The specific reasons for this serious action are as follows:

1. In the two years you have been licensed to operate a home we have received 14 complaints about the operation of your home. These include substantiated lack of good judgment and uncooperative behavior, neglect of residents, poor record keeping, and poor sanitation. Many of these complaints involve situations where you have gotten overly involved in your resident's personal problems, resulting in their families filing complaints against you and indicating a profound lack of good judgment.
2. We have numerous reports and complaints of your rude, hostile, and often defensive behavior. The persons filing these complaints include residents and their families, Department staff personnel, Ombudsmen, and other professionals. They report having great difficulty dealing with you. Often they report a pattern of hostile, defensive behavior that has to be worked through before there is any meaningful interaction with you.
3. We have verifiable reports of bizarre behavior by you from your neighbors, the sheriff, the animal control staff, and others who have known you. This behavior can not in any way be considered within the range of good judgment. It is even beyond what I would consider normal behavior. It clearly shows that you do not possess the qualifications necessary to operate an adult care home in

EXHIBIT 2
PAGE 1 OF 4

Multnomah County and to provide for the health, safety and welfare of dependent persons in your home. Some persons who have indicated to us your bizarre behavior are unwilling to step forward to file a formal complaint because of fear of what they characterize as your vindictive behavior.

4. My staff has spent many hours trying to work with you to help you to become a better operator. They have documented many times where they have advised you to not become so hostile with people and to deal more courteously with people. Staff have suggested your own behavior is what causes most of the complaints and you have indicated your willingness to try to improve. Nevertheless, we continue to receive reports and complaints regularly.

5. Dr. Gary Nakao, Director of Social Services, and Mr. Jim McConnell, Director of Aging Services, recently met with you to discuss your concerns with the Adult Care Home Program. At that time you also agreed to be more cooperative. Subsequent to that meeting you have undertaken actions that have further convinced me that you simply do not have the qualifications to be a licensed operator. This includes complaints we have received that you have acted inappropriately in an investigation dealing with your call to Mt. Hood Mental Health regarding your neighbor, creating another complaint situation, hiring an investigator to investigate Aging Services Division and its' staff, and also another incident with your neighbor involving the woodpile. There is a video tape of this incident documenting what can only be called bizarre behavior on your part.

6. You have had previous incidents that merited an administrative sanction. This involved placing conditions on your license in May, 1992. This was because of mismanagement of medications and poor care.

Multnomah County Administrative Rules (MCAR) require operators to possess good mental health and good judgment needed to provide good care for their residents (MCAR 890-202-220 (b)). The Rules provide for administrative sanctions when an operator has a psychiatric or psychological problem which compromises her or her ability to operate an adult care home (MCAR 890-080-120 (k)(C)). The Rules also require an operator to cooperate with Department personnel (MCAR 890-020-260(a)). It is extremely clear to me that your behavior is so bizarre, erratic, hostile and defensive as to compromise your ability to operate an adult care home and to cause concern as to the health, safety and welfare of any residents in your care.

Authority to revoke your license is given to me in the following

references:

1. "The Director shall have the authority to revoke, suspend, or deny or attach conditions to any license...
 - (2) Where there exists a threat to the life, health, safety, or welfare of any resident...
 - (4) When the owner or operator has failed to comply with the provisions of this chapter;with the rules and standards duly promulgated by the Director for an adult care home;" (Multnomah County Code 8.90.080)
2. The Director has authority to take administrative action when "The ...operator...;
 - (C) Has a ... psychiatric or psychological problem...which compromises his or her ability to operate or provide care in an Adult Care Home;...
 - (I) Has acquired substantial complaints pertaining to the health, safety, and welfare of residents." (MCAR 890-080-120 (k) (C) and (I))
3. The rules require that operators have qualifications that you clearly do not have, namely:

"Operators...shall possess physical and mental health, good judgement and ability determined necessary by the Department to provide room, board, supervision care, and/or services to adults who are elderly, handicapped or dependent, and provide a statement from a physician or nurse practitioner to this effect..."

It is the judgement of this office that you do not possess the mental health, good judgement and ability determined necessary by this office to be an operator of an adult care home.

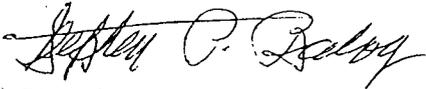
The county ordinance provides that you have the right to request a hearing before an independent hearings officer to contest my actions. If you want to request a hearing, you must send a written request to:

Mr. Stephen P. Balog
Adult Care Home Program
421 S.W. Fifth Street, Room 405
Portland, Oregon 97204

Your request for a hearing must be received by this office within twenty (20) days after the day you receive this letter. Your request should state the reasons you are requesting a hearing. Our department's file on your adult care home would automatically become part of the information available to the hearing officer. If you do not request a hearing within 20 days from the date you receive this letter my order will become final and you will no longer be able to request a hearing.

If you have any questions please call this office.

Sincerely,



Stephen P. Balog, Manager
Multnomah County Adult Care Home Program

cc: Mr. Melvin Jack Fisher, Attorney at Law
Mr. Chip Lazenby, Multnomah County Counsel
Ms. Eileen Brooks, Adult Care Home Licensing Staff

MEETING DATE: JUL 28 1994

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: 180-day Closure of SE 212th for Construction of New Bridge

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July 21, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: John Dorst TELEPHONE #: 248-3599

BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: John Dorst

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Requesting a closure of the SE 212th Avenue bridge, between SE Division and SE Burnside Streets for 180 days. Tri-Met plans to replace the current structure, which spans the Light Rail system, to accommodate the addition of a second light rail track. Appropriate public notification via media and signage is included as part of the Board Order attached.

7/28/94 copies to John Dorst, Betsy Williams & LARRY NICHOLS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Betsy Williams

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

AGEN. PL

STATE OF OREGON
COUNTY COMMISSIONERS
1994 JUL 20 PM 5:25
MULTI-COUNTY OREGON



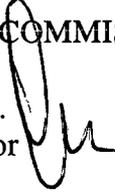
MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
(503) 248-5050

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Larry F. Nicholas, P. E.
County Engineer/Director 

TODAY'S DATE: July 7, 1994

REQUESTED PLACEMENT DATE: July 21, 1994

RE: Board Order Restricting Pedestrian and Vehicular Traffic
from SE 212th Avenue for a period of 180 days

I. Recommendation/Action Requested:

The County Engineer requests the Board to order closure of the SE 212th Avenue bridge between SE Division Street and SE Burnside Street for a period of 180 days, from July 25, 1994, to January 19, 1995.

II. Background/Analysis:

This department has received a request from Tri-Met Technical Services to close the mentioned portion of SE 212th Avenue at the bridge. Tri-Met will replace the current timber structure, which spans the Light Rail system, to accommodate the addition of a second track. This bridge construction project is Tri-Met's first phase of the overall Banfield LRT System Related Improvement Project that includes double tracking and the expansion of the Ruby Junction maintenance facility.

III. Financial Impact:

None. Tri-Met is assuming the cost of construction and maintenance of the new structure.

IV. Legal Issues:

Tri-Met is to remain the owner of the new structure, and they are providing Multnomah County with insurance and a liability agreement.

V. CONTROVERSIAL ISSUES:

The road closure is being coordinated with the area schools, will have appropriate signage, and press releases to avoid unnecessary inconvenience.

VI. Link to Current County Policies:

It is the county's policy to cooperate with intergovernmental enhancement of the regional transportation system.

VII. Citizen Participation:

Appropriate public notification through the media and signage is included in the Order. Tri-Met is also working with the school district to plan bus routes next school year.

VIII. Other Government Participation:

Tri-Met will replace the current structure with a concrete superstructure that conforms to Multnomah County requirements for a neighborhood collector, including two seven-foot sidewalks which conform with the requirements of the Americans with Disabilities Act (ADA). The structure also conforms with current ODOT seismic design criteria. The city of Gresham has reviewed the bridge plan and concurs with Multnomah County.



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

TO: Betsy Williams
FROM: Larry Nicholas
DATE: July 6, 1994
SUBJECT: Board Order Request for 180 day closure of SE 212th Avenue

We have been requested by Tri-Met to close the SE 212th Avenue bridge for a period of 180 days from July 25, 1994, to January 19, 1995. Tri-Met plans to replace the current timber structure which spans the light rail system to accommodate the addition of a second track. Closure of SE 212th Avenue will be necessary to construct the new structure.

This request for a closure for a period exceeding 30 days requires Board approval.

The new structure will be a single span, 120 foot, concrete integral deck bulb-t superstructure, pile supported, designed to meet current ODOT seismic design criteria. The bridge roadway width conforms to Multnomah County requirements for a neighborhood collector, including two seven (7) foot wide sidewalks which conform with the requirements of the Americans with Disabilities Act (ADA).

We recommend Board approval of this request.

DMCK0796.DOC

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

*In the Matter of Restricting Pedestrian)
and Vehicular Traffic from SE 212th) ORDER
Avenue Between SE Burnside and SE) 94-138
Division Streets for Construction of)
Tri-Met Light Rail Facilities)*

WHEREAS, under Oregon law, the Board of County Commissioners has jurisdiction over county roads and is responsible to provide services and perform duties relating to the construction, maintenance and operation of county roads and bridges; and

WHEREAS, the Board is empowered to prohibit the operation upon highways or streets within its jurisdiction of all vehicles and pedestrians; and

WHEREAS, Tri-Met plans to increase light rail facilities where a Multnomah County bridge structure spans the Tri-Met light rail tracks; and

WHEREAS, Tri-Met will construct a new structure to accommodate the addition of light rail tracks; and

WHEREAS, the closure is necessary for the safety of motorists and pedestrians, and improvement of regional transportation facilities, and the Board being fully advised in the premises herein; now therefore

IT IS HEREBY ORDERED that any and all vehicles and pedestrians are restricted from using SE 212th Avenue between SE Burnside Street and SE Division Street for a period not to exceed 180 days, from August 1, 1994 to January 26, 1995; and it is

FURTHER ORDERED that as part of this project, signs be posted in a conspicuous manner to inform the public of the restrictions.

DATED this 28th day of July, 1994.



**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

Beverly Stein

Beverly Stein, Chair

**REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON**

John L. DuBay

John L. DuBay

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between City of Maywood Park and the Sheriff's Office

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: March 31, 1994

Amount of Time Needed: 5 - 10 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

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

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

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

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

SIGNATURES REQUIRED:

Intergovernmental Agreement between City of Maywood Park and the Sheriff's Office. This agreement is for the provision of additional patrol services for the City of Maywood Park for the period of July 1, 1994 through June 30, 1995. RENEWAL.

7/28/94 ORIGINALS TO LARRY AAB

CLERK OF COUNTY COMMISSIONERS MULTNOMAH COUNTY OREGON 1994 APR - 5 PM 12:54

ELECTED OFFICIAL: Bob Skipper

OR

DEPARTMENT MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800045
Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-4</u> DATE <u>7/28/94</u></p> <p style="text-align: center;">DEB BOGSTAD BOARD CLERK</p>
--	--	---

Department Sheriff's Office Division Enforcement Date March 15, 1994

Contract Originator Chief Deputy Randy Amundson Phone 251-2401 Bldg/Room 313/

Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231

Description of Contract Provide additional patrol services for the City of Maywood Park.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Maywood Park
Mailing Address 4510 NE 102ND, ANNEX 1
PORTLAND, OR 97220
Phone 255-9805
Employer ID# or SS# _____
Effective Date July 1, 1994
Termination Date June 30, 1995
Original Contract Amount \$ 15,046.00
Total Amount of Previous Amendments \$ _____
Amount of Amendment \$ _____
Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) _____

County Counsel [Signature]

County Chair / Sheriff [Signature]

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

Encumber: Yes No

Date March 15, 1994

Date _____

Date 3/29/94

Date July 28, 1994

Date _____

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	025	3311			4142					
02.											
03.											

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

1 ORIGINAL

2 INTERGOVERNMENTAL AGREEMENT FOR
3 GENERAL LAW ENFORCEMENT SERVICE
4 AND ADDITIONAL PATROLS BETWEEN THE CITY OF
MAYWOOD PARK AND MULTNOMAH COUNTY SHERIFF'S OFFICE

5 This Agreement is made and entered into pursuant to the
6 authority found in ORS 190.010 et seq. and ORS 206.345 by and
7 between the Multnomah County Sheriff's Office (MCSO), jointly with
and on behalf of Multnomah County, and the City of Maywood Park
(CITY), a municipal corporation in the State of Oregon.

8 WHEREAS, the CITY is desirous of contracting with the MCSO for
9 the performance of law enforcement functions within its boundaries;
and

10 WHEREAS, the MCSO agrees to render such service in the terms
and conditions hereinafter set forth.

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

13 I. LEVEL OF SERVICE

14 A. The MCSO agrees to provide police service within
15 the corporate limits of the CITY. The police
16 services shall include the duties and enforcement
17 functions customarily rendered by the MCSO under
18 the statutes of the State of Oregon and the CITY.
19 These services shall include response to emergency
20 situations where life and property are in danger,
21 criminal law enforcement, traffic enforcement, and
22 similar law enforcement activities within the legal
23 authority of the MCSO to provide. The levels of
24 service shall not be less than that level which is
25 being provided by the MCSO to the unincorporated
26 area of the Multnomah County. The MCSO and CITY
27 agree to meet and discuss which CITY ordinances the
MCSO will enforce. The parties agree that ORS
206.345(2), which provides, "During the existence
of the contract, the Sheriff and the deputies of
the Sheriff shall exercise such authority as may be
vested in them by terms of the contract, including
full power and authority to arrest for violation of
all duly enacted ordinances of the contracting
city," shall prevail and both parties shall perform
accordingly.

1 B. The CITY agrees that all matters incident to the
2 performance of the services provided hereunder,
3 including standards of performance, and
4 supervision and discipline of assigned personnel,
5 shall be and remain the responsibility of the MCSO.
6 The CITY further agrees that the assigned personnel
7 provide hereunder by MCSO shall be and remain
8 employees of the COUNTY. The assigned personnel
9 shall be supervised by MCSO and shall perform their
10 duties in accordance with the administrative and
11 operational procedures of the MCSO.

7 C. The MCSO agrees to provide all necessary labor,
8 supervision, equipment, communication facilities,
9 and supplies necessary to provide the services
10 described herein.

10 D. The MCSO shall make available for the performance
11 of the services described herein, properly
12 supervised deputy sheriff's, certified as police
13 officers by the Oregon Board on Police Standards
14 and Training. The MCSO shall assign armed,
15 uniformed deputy sheriff's to the CITY consistent
16 with the MCSO'S scheduling and districting for
17 other areas of Multnomah County. Subject to the
18 MCSO'S scheduling needs, the MCSO agrees to assign
19 the same deputy sheriff's to patrol the CITY, to
20 ensure that the CITY receives consistent service.

15 E. The MCSO agrees to provide not less than four
16 patrols per day, seven days per week, within the
17 CITY limits. This patrol service is in addition to
18 those services described and provided by Section I
19 (A) above. Such additional patrols shall be
20 conducted during the hours mutually agreed upon by
21 the CITY and MCSO. The total patrol time in a
22 given week shall be not less than eight hours. The
23 parties agree that a portion of the aggregate
24 weekly total hours will be devoted to traffic
25 enforcement, including the use of radar and other
26 traditional traffic enforcement methods, on the
27 main state, county and city streets within the
28 CITY. The parties agree that the CITY may identify
special traffic problems for targeted traffic
enforcement within the CITY.

24 F. The MCSO agrees to provide follow-up investigation
25 of reported criminal activities at a level not less
26 than the follow-up investigation level provided to
27 the unincorporated areas of Multnomah County.

1 II. CONTRACT ADMINISTRATION

- 2 A. The Sheriff or his designated representative will
3 represent the MCSO in all matters pertaining to
4 this Agreement.
- 5 B. The City will designate a person as "Liaison to Law
6 Enforcement" from the Mayor's Office to represent
7 the city.
- 8 C. Any notice or notices provided for by this
9 Agreement or by law to be given or served upon the
10 MCSO shall be given or served by letter deposited
11 in the United States mail, postage prepaid, and
12 addressed:

13 Bob Skipper, Sheriff
14 MULTNOMAH COUNTY SHERIFF'S OFFICE
15 12240 NE GLISAN ST
16 PORTLAND, OREGON 97230

17 Any notice or notices provided for by this
18 agreement or by law to be given or served upon City
19 may be given or served by letter deposited in
20 United States mail, postage prepaid and addressed:

21 CITY OF MAYWOOD PARK
22 4510 NE 102ND, ANNEX 1
23 PORTLAND, OREGON 97220

- 24 D. The CITY shall designate in writing a
25 representative who shall be authorized to request
26 special emergency patrols or responses from the
27 MCSO.
- 28 E. The Sheriff shall designate a representative of the
 Sheriff's Office to address special requests from
 the CITY. The name of such representative will be
 provided to the Mayor of Maywood Park.

29 III. REPORTS AND RECORDS

- 30 A. The MCSO agrees that non-criminal records generated
31 under this contract shall be made available to the
32 CITY to audit and examine. The CITY agrees that
33 any audit shall be arranged by contacting the
34 Sheriff or his representative at least 10 working

1 days prior to the commencement of the audit and
2 shall be conducted at any time during normal
working hours.

3 B. The MCSO shall provide to CITY a monthly report
4 that includes hours spent within the CITY,
5 statistical reports on criminal occurrences,
6 traffic activities, a synopsis of all activities
7 related to public safety and crime prevention.

8 C. The Sheriff shall provide to CITY copy of an
9 enforcement report whose form, content and duration
10 shall be mutually determined and delivered to the
11 "Liaison to Law Enforcement" 10042 NE Prescott,
12 Portland, OR 97220.

13 IV. INDEMNIFICATION

14 A. All personnel provided by the MCSO in the
15 performance of this contract shall be MCSO officers
16 and employees. The CITY shall have no liability
17 for any salaries, wages, workmen's compensation, or
18 incidental personal expenses to any MCSO officers
and employees engaged in such performance.

19 B. Subject to the limitations of the Oregon Torts
20 Claims Act and the Oregon Constitution, the MCSO
21 and the COUNTY shall indemnify, defend and hold
22 harmless the CITY, its officers, employees and
23 agents from all claims, suits, actions or expenses
24 of any nature resulting from or arising out of the
25 acts, errors or omissions of the MCSO's assigned
26 personnel acting pursuant to the terms of this
Agreement.

27 C. The CITY shall not be called upon to assume any
28 liability for the direct payment of any wages,
salaries, or other compensation to any County
personnel performing services hereunder for the
CITY or for any liability other than that provided
for in this agreement. Except as otherwise herein
specified, CITY shall not be liable for the
compensation or indemnity to any County employee
for any injury or sickness arising out of his
employment.

D. Nothing contained in this agreement is intended to
limit the remedy of either party against the other
party, including claims under subrogation

1 agreements within the party's insurance carrier, to
2 recover damages to property or injury to persons
3 caused by a party's negligence.

4 V. CONTRACT MODIFICATION AND AMENDMENT

5 A. The MCSO and CITY agree that this Agreement may be
6 modified or amended by mutual agreement of the
7 parties. Any modification to this Agreement shall
8 be effective only when incorporated herein by
9 written amendments and signed by both CITY and the
10 Multnomah County Sheriff, and approved by the
11 Multnomah County Board of Commissioners.

12 VI. CONTRACT COST

13 A. The CITY shall pay to the MCSO for only the
14 additional neighborhood patrol as provided at
15 Section I (E) above at a rate of \$36.17 per hour
16 for eight hours per week, 52 weeks of the fiscal
17 year. The yearly total for 416 hours of patrol
18 shall be \$15,046.00 for the term of this Agreement.

19 Payment of such services is to be made on a monthly
20 basis, the first payment to be paid upon execution
21 of this contract and each additional payment on the
22 10th day of each month thereafter and mailed to:

23 Millie Mosmeier
24 MULTNOMAH COUNTY SHERIFF'S OFFICE
25 12240 NE GLISAN ST
26 PORTLAND OR 97230

27 B. Scheduling, payment of salary, benefits, and all
28 other employee rights shall be in compliance with
the negotiated contract between the Multnomah
County Deputy Sheriff's Association and Multnomah
County.

VII. TERMS OF AGREEMENT

A. This agreement shall be from July 1, 1994 through
and including June 30, 1995 unless terminated as
provided in Section VIII.

VIII. RENEWAL/TERMINATION

- A. It is mutually agreed that in the event the parties to this Agreement desire to renew this contract after the expiration thereof, they shall notify the other party within 90 days prior to its expiration.
- B. It is mutually agreed that either party to this agreement may terminate said agreement by giving 90 days written notice.

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

CITY OF MAYWOOD PARK

MULTNOMAH COUNTY
SHERIFF'S OFFICE

Jeffrey C. Steffen, Mayor

Bob Skipper, Sheriff

Date: _____

Date: _____

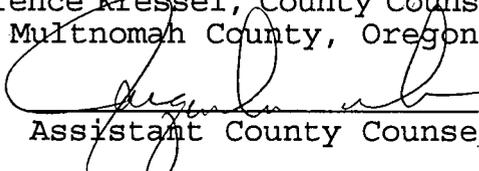
City Recorder

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 7/28/94
DEB BOGSTAD
BOARD CLERK

APPROVED AS TO FORM:

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

City Attorney

By: 
Assistant County Counsel

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Mt. Hood Community College - Maywood Park Campus and the Sheriff's Office

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: June 30, 1994

Amount of Time Needed: 5 - 10 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

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

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

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

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

Intergovernmental Agreement between Mt. Hood Community College - Maywood Park Campus and the Sheriff's Office to provide, at no cost to the Sheriff's Office or the County, office space for MCSO's use in providing community police services to citizens of Maywood Park.

REGULAR

7/28/94 ORIGINALS TO LARRY AAB

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Bob Skipper

OR

DEPARTMENT MANAGER:

BOARD OF COUNTY COMMISSIONERS 1994 JUL 20 PM 3:25 MULTNOMAH COUNTY OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: June 16, 1994

REQUESTED PLACEMENT DATE: June 30, 1994

RE: IGA Between MCSO and Mt. Hood Comm. College - Maywood Park

I. Recommendation/Action Requested:

Request commitment from the Board to approve this IGA.

II. Background/Analysis:

MCSO currently provides enhanced police service to the City of Maywood Park through an IGA. Under this IGA between MCSO and Mt. Hood Community College (MHCC), MHCC will provide, at no cost to the County or MCSO, office space in MHCC's Maywood Park Campus at 102nd Ave & Prescott for MCSO's use. The office space includes access to the campus gymnasium for supervised adult and youth activities.

III. Financial Impact:

MHCC will charge no rent for the space used by MCSO. MHCC will pay for heating and lighting. MCSO must pay for its own telephone and communications utilities.

IV. Legal Issues:

Standard IGA indemnification issues regarding liability of employees acting within the scope of their employment.

V. Controversial Issues:

None noted.

VI. Link to Current County Policies:

Fosters intergovernmental cooperation.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

Mt. Hood Community College - Maywood Park Campus.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 800255
Amendment # _____

MULTNOMAH COUNTY OREGON

<p align="center">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p align="center">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-5</u> DATE <u>7/28/94</u> DEB BOGSTAD BOARD CLERK</p>
--	---	--

Department Sheriff's Office Division Enforcement Date June 13, 1994

Contract Originator Sgt. Ed Hausafus Phone _____ Bldg/Room _____

Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231

Description of Contract To provide at no cost to the Sheriff's Office, office space for MCSO's use in providing community police services to Maywood Park.

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

ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name Mt. Hood Community College (Maywood Park)

Mailing Address 10100 NE Prescott
Portland, OR 97220

Phone 256-3430 Attn: Stephanie Sussman

Employer ID# or SS# _____

Effective Date July 1, 1994

Termination Date June 30, 1995

Original Contract Amount \$ N/A

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) [Signature]

Remittance Address _____
(If Different)

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

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Encumber: Yes No

Date June 13, 1994

Date _____

Date 6/27/94

Date July 28, 1994

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.		Not applicable									
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 between the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("COUNTY"), and Mt. Hood Community College ("MHCC"). As used in this Agreement, MCSO, COUNTY and MHCC will be referred to collectively as the "parties."

RECITALS

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

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

WHEREAS, the Mt. Hood Community College District is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, MCSO provides police services to the City of Maywood Park through an intergovernmental agreement; and

WHEREAS, MHCC operates a Maywood Park Campus facility, and MCSO desires to use office space in the MHCC Maywood Park Campus to support police services provided to the City of Maywood Park.

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

1 DESCRIPTION OF SERVICES

2 1. MHCC agrees to perform as follows:

3 A. MHCC agrees to provide, at no cost to MCSO or the
4 COUNTY, office space near the campus facility stage, as
5 approved by an authorized representative of MCSO. MHCC
6 further agrees to provide adequate heating and light to
7 the MCSO office area.

8 B. MHCC agrees to allow MCSO to access the office space
9 through procedures mutually developed between MCSO and
10 the Director of the Maywood Park Center.

11 C. MHCC agrees to allow MCSO to use the Maywood Park
12 Campus gymnasium for youth and adult activities, on a
13 space available basis. MHCC further agrees to provide
14 MCSO a schedule showing when the gymnasium will be
15 available for use by MCSO.

16 D. Allow MCSO to post one or more office signs on the
17 Maywood Park Campus at locations mutually agreed upon
18 by the parties.

19 2. MCSO agrees to perform as follows:

20 A. MCSO agrees to follow MHCC procedures for access to the
21 campus facility.

22 C. MCSO agrees to pay for telephone service and related
23 communication service necessary for MCSO operations.

24 OTHER CONDITIONS

25 3. The parties shall maintain worker's compensation
26 insurance coverage for all its personnel, either as a
27

1 carrier or self-insured employer as provided in Chapter
2 656 of Oregon Revised Statutes.

3 INDEMNIFICATION AND LIABILITY

4 4. Subject to the limitations of the Oregon Torts Claims Act
5 and the Oregon Constitution, MCSO and the COUNTY shall
6 indemnify, defend and hold harmless MHCC, its officers,
7 employees and agents from all claims, suits, actions or
8 expenses of any nature resulting from or arising out of the
9 acts, errors or omissions of MCSO personnel acting pursuant
10 to the terms of this Agreement.

11 5. Subject to the limitations of the Oregon Torts Claims Act
12 and the Oregon Constitution, MHCC shall indemnify, defend
13 and hold harmless COUNTY and MCSO, their officers, employees
14 and agents from all claims, suits, actions or expenses of
15 any nature resulting from or arising out of the acts, errors
16 or omissions of MHCC personnel acting pursuant to the terms
17 of this Agreement.

18 CONTRACT MODIFICATION AND TERMINATION

19 6. This Agreement shall be effective when signed by all
20 parties. The term of this Agreement shall begin July 1,
21 1994 and terminate June 30, 1995. The term of this
22 Agreement may be extended by mutual agreement of the
23 parties.

24 7. Either party may terminate this agreement by written notice
25 of default if the other party fails to provide any part of
26 the services described herein.

- 1 8. This contract may be terminated by mutual consent of both
2 parties, or by either party upon thirty (30) days notice, in
3 writing, and delivered by certified mail or in person.
- 4 9. Termination under any provision of this paragraph shall not
5 affect any right, obligation or liability of MHCC which
6 accrued prior to termination.
- 7 10. MHCC and MCSO agree that this Agreement may be modified or
8 amended by mutual agreement of the parties. Any
9 modification to this Agreement shall be effective only when
10 incorporated herein by written amendments and signed by both
11 MHCC and the Multnomah County Sheriff, and approved by the
12 Multnomah County Board of Commissioners.

13 DISPUTE RESOLUTION

- 14 11. While the parties have attempted to make an Agreement
15 anticipating and addressing their concerns, MCSO, COUNTY and
16 MHCC acknowledge the possibility that a claim, controversy
17 or dispute may arise out of this Agreement. MCSO, COUNTY
18 and MHCC agree that each party has an obligation and
19 affirmative duty to make a good faith effort to resolve any
20 claim, controversy or dispute, including the giving of
21 timely, written notification thereof to the other party.
- 22 12. MCSO, COUNTY and MHCC agree that all claims, controversies
23 or disputes which arise out of this Agreement, and which
24 have not been resolved through good faith efforts of the
25 parties, shall be resolved by arbitration in accordance with
26 the then effective arbitration rules of the Arbitration
27

1 Service of Portland or the American Arbitration Association,
2 whichever organization is selected by the party who first
3 initiates arbitration by filing a claim in accordance with
4 the rules of the organization selected, and any judgment
5 upon the award rendered pursuant to such arbitration may be
6 entered in any court having jurisdiction thereof.

7 CONTRACT ADMINISTRATION

8 13. The Multnomah County Sheriff designates Sergeant Ed Hausafus
9 to represent MCSO in all matters pertaining to
10 administration of this Agreement.

11 14. MHCC designates Stephanie Sussman, Director, Maywood Park
12 and Centennial Centers, to represent MHCC in all matters
13 pertaining to administration of this Agreement.

14 15. Any notice or notices provided for by this Agreement or by
15 law to be given or served upon either party shall be given
16 or served by certified letter, deposited in the U.S. mail,
17 postage prepaid, and addressed to:

18
19 Bob Skipper
20 Multnomah County Sheriff
12240 NE Glisan Street
Portland, OR 97230

William E. Becker
Mt. Hood Community College
26000 SE Stark St.
Gresham, OR 97030

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

4 MT. HOOD COMMUNITY COLLEGE
5
6 _____
7 William E. Becker
8 Dean of Administrative Services

MULTNOMAH COUNTY, OREGON
Beverly Stein

9 DATE: _____

DATE: July 28, 1994

10 _____
11 Paul E. Kreider, President

12 DATE: _____

DATE: _____

13 REVIEWED:
14 Lawrence Kressel
15 Multnomah County Counsel

16 _____
17 By: *Jacqueline Weber*

18 DATE: 6/27/94

19 APPROVED MULTNOMAH COUNTY
20 BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 7/28/94
21 _____
22 DEB BOGSTAD
23 BOARD CLERK

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between City of Portland - Bureau of Police and the Sheriff's Office

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: July 21, 1994

Amount of Time Needed: 5 - 10 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

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

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

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

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

Intergovernmental Agreement between City of Portland - Bureau of Police and the Sheriff's Office to provide certain law enforcement services involving driving under the influence of intoxicants (DUII), effective upon completion.

7/20/94 ORIGINALS TO LARRY AAB

REGULAR

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Bob Skipper

OR

DEPARTMENT MANAGER:

BOARD OF COUNTY COMMISSIONERS MULTNOMAH COUNTY OREGON 1994 JUL 19 PM 1:55

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: July 6, 1994

REQUESTED PLACEMENT DATE: July 21, 1994

RE: IGA Between MCSO and City of Portland for DUII Enforcement

I. Recommendation/Action Requested:

Request commitment from the Board to approve this IGA.

II. Background/Analysis:

This IGA between MCSO and the City of Portland provides MCSO with up to \$11,500 for personnel (overtime) costs associated with DUII enforcement. This IGA represents MCSO's part in the Multnomah County Comprehensive Community DUII Prevention Program, Project No. J7-93-12-05.

III. Financial Impact:

The City of Portland agrees to reimburse MCSO for up to \$11,500 for overtime associated with DUII enforcement under the program.

IV. Legal Issues:

Standard IGA indemnification issues.

V. Controversial Issues:

None noted.

VI. Link to Current County Policies:

Fosters intergovernmental cooperation.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

The City of Portland.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800325
Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-6</u> DATE <u>7/28/94</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
---	---	---

Department Sheriff's Office Division Enforcement Date July 1, 1994

Contract Originator Sgt. Dave Hadley Phone 251-2486 Bldg/Room _____

Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231

Description of Contract To provide certain law enforcement services involving DUII.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland - Police Bureau

Mailing Address 4735 E. Burnside St.
Portland, OR 97205

Phone _____ Capt. Dennis Daly

Employer ID# or SS# _____

Effective Date upon completion

Termination Date September 1, 1994

Original Contract Amount \$ not to exceed \$11,500

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ 11,500

REQUIRED SIGNATURES:

Department Manager _____

Purchasing Director _____
(Class II Contracts Only)

County Counsel _____

County Chair / Sheriff _____

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

Encumber: Yes No

Date July 1, 1994

Date _____

Date 7-12-94

Date July 28, 1994

Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	100	025	3350		8DUG	2773						
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

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

4 **I. STATEMENT OF WORK:**

5 1. MCSO agrees to provide the services and accomplish the work
6 described in Multnomah County Comprehensive Community DUII
7 Prevention Program, Project No. J7-93-12-05, hereafter
8 referred to as "Grant," and by this reference is made a part
9 of this agreement. MCSO further agrees that services
10 provided in accordance with the Grant shall be accomplished
11 by the dates set forth in the grant, unless the Bureau gives
12 MCSO prior approval for an extension of time.

13 **II. REPORTING REQUIREMENTS**

- 14 2. MCSO agrees to prepare and submit to the BUREAU quarterly
15 progress reports. Each quarterly progress report shall:
16 a) identify project status regarding events and activities
17 identified in the Grant,
18 b) summarize work performed, including a summary of
19 accomplishments and problems encountered during the
20 reporting period; and
21 c) a plan for the following quarter.
- 22 3. MCSO agrees to submit the quarterly progress report by the
23 10th of the month following the end of the reporting period.
- 24 4. MCSO agrees to prepare and submit to the BUREAU a final
25 report not later than September 30, 1994. The final report
26 shall include the following:
27

1 a) A summary of MCSO activities during the entire period of
2 this agreement. Such summary shall include accomplishments
3 and problems encountered.

4 5. MCSO agrees to submit the quarterly reports and the final
5 report to:

6 Captain Dennis Daly
7 Portland Police Bureau
8 Traffic Division
4735 E. Burnside Street
Portland, OR 97205

9 6. The parties agree that final payment under this agreement is
10 conditioned upon MCSO submitting to the BUREAU the final
11 report described in section 4 of this agreement.

12 **III. CONSIDERATION**

13 7. For services rendered under this agreement, the CITY agrees
14 to pay to MCSO for all hours worked by MCSO members under
15 this agreement at the overtime rate as provided by the 1992-
16 95 collective bargaining agreement between Multnomah County,
17 the Multnomah County Sheriff and the Multnomah County Deputy
18 Sheriff's Association.

19 8. The parties agree that the total consideration paid by CITY
20 to MCSO under this agreement shall not exceed \$11,500.

21 9. MCSO agrees to maintain all financial records relating to
22 MCSO's participation in this agreement, including but not
23 limited to all payroll records.

24 10. The parties agree that travel expenses incurred by MCSO
25 under this agreement shall not be reimbursed by the CITY or
26 BUREAU.
27

1 11. MCSO agrees that it will not be directly compensated for
2 work performed under this agreement by the State of Oregon
3 or any of its departments, except as provided for by this
4 agreement.

5 12. The CITY certifies to the COUNTY and MCSO that as of the
6 effective date of this agreement the CITY has sufficient
7 funds available and authorized to finance costs incurred
8 under this agreement, subject to appropriation limitations
9 by the Oregon Department of Transportation.

10 **IV. PERSONNEL MATTERS**

11 13. The parties agree that any and all MCSO personnel provided
12 hereunder by MCSO shall be and remain employees of the
13 COUNTY. Such MCSO personnel shall be supervised by MCSO and
14 shall perform their duties in accordance with the
15 administrative and operational procedures of MCSO.

16 14. The parties agree that all matters concerning direct or
17 indirect monetary benefits, hours, vacations, sick leave,
18 grievance procedures and other conditions of employment
19 regarding MCSO personnel performing services under this
20 agreement shall be governed by the provisions of the 1992-95
21 collective bargaining agreement between Multnomah County,
22 the Multnomah County Sheriff and the Multnomah County Deputy
23 Sheriff's Association.

24 15. The parties agrees that the CITY does not assume any
25 liability for the direct payment of any wages, salaries or
26 other compensation to MCSO personnel performing services
27

1 pursuant to the terms of this agreement or for any other
2 liability not provided for in this agreement. The COUNTY
3 further agrees to withhold and make any required
4 contributions to MCSO employees' retirement system.

5 16. The COUNTY agrees to maintain Workers' Compensation
6 insurance coverage for MCSO personnel, either as a carrier
7 insured employer or a self-insured employer as provided in
8 ORS chapter 656.

9 17. MCSO hereby certifies that its employee are not currently
10 employed by the Federal Government.

11 **V. CONTRACT MODIFICATION AND TERMINATION**

12 18. This agreement shall be effective when signed by all the
13 parties and shall terminate on September 1, 1994.

14 19. The parties agree that this agreement may be terminated by
15 any party upon 30 days written notice to the other parties,
16 delivered by certified mail or in person.

17 20. Notwithstanding the provisions of section 18 of this
18 agreement, the CITY may terminate this agreement upon
19 delivery of written notice to MCSO under any of the
20 following circumstances:

21 a) If the CITY does not obtain from the state or other
22 sources funding at a level sufficient to perform the
23 services required under this agreement.

24 b) If the services provided under this agreement may no
25 longer be provided due to changes in the law, or state
26 regulations or guidelines.
27

1 21. Any party to this agreement, by written notice of default,
2 may terminate this agreement if another party fails to
3 provide any part of the services described herein within the
4 time specified for completion of that part or any extension
5 thereof.

6 22. Termination under any provision of this agreement shall not
7 affect any right, obligation or liability of any party which
8 accrued prior to termination.

9 23. The parties agree that this agreement may be modified or
10 amended by mutual agreement of the parties. Any
11 modification to this agreement shall be effective only when
12 incorporated herein by written amendments and signed by both
13 the CITY and the Multnomah County Sheriff, and approved by
14 the Multnomah County Board of Commissioners.

15 **VI. OTHER PROVISIONS**

16 24. The parties agree to comply with all federal, state and
17 local laws and ordinances applicable to the work to be done
18 under this agreement.

19 25. MCSO agrees to provide the CITY and BUREAU with access to
20 the books, documents, papers and records of MCSO which
21 relate directly to the performance of work under this
22 agreement for the purpose of making audit, examination,
23 excerpts or transcripts. MCSO agrees to retain all records
24 related to work performed under this agreement for a period
25 of not less than three years following the termination of
26 this agreement.
27

1 26. The COUNTY and MCSO agree not to assign or transfer their
2 interests in this agreement without

3 **VII. INDEMNIFICATION AND LIABILITY**

4 27. Subject to the limitations of the Oregon Torts Claims Act
5 and the Oregon Constitution, MCSO and the COUNTY shall
6 indemnify, defend and hold harmless CITY, its officers,
7 employees and agents from all claims, suits, actions or
8 expenses of any nature resulting from or arising out of the
9 acts, errors or omissions of MCSO personnel acting pursuant
10 to the terms of this agreement.

11 28. Subject to the limitations of the Oregon Torts Claims Act
12 and the Oregon Constitution, CITY shall indemnify, defend
13 and hold harmless COUNTY and MCSO, their officers, employees
14 and agents from all claims, suits, actions or expenses of
15 any nature resulting from or arising out of the acts, errors
16 or omissions of METRO personnel acting pursuant to the terms
17 of this agreement.

18 **VIII. CONTRACT ADMINISTRATION**

19 29. MCSO designates Captain Sergeant Dave Hadley to represent
20 MCSO in all matters pertaining to administration of this
21 agreement.

22 30. The CITY and BUREAU designate Captain Dennis Daly to
23 represent the CITY and BUREAU in all matters pertaining to
24 administration of this agreement.

25 31. Any notice or notices provided for by this agreement or by
26 law to be given or served upon either party shall be given
27

or served by certified letter, deposited in the U.S. mail,
postage prepaid, and addressed to:

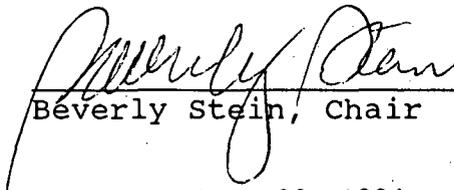
Bob Skipper
Multnomah County Sheriff
12240 NE Glisan Street
Portland, OR 97230

Captain Dennis Daly
Portland Police Bureau
4735 E. Burnside Street
Portland, OR 97205

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

CITY OF PORTLAND, OREGON

MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

DATE: _____

DATE: July 28, 1994

Bob Skipper, Sheriff

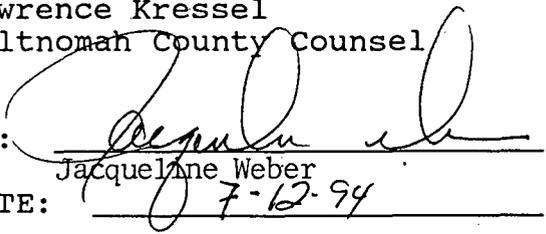
DATE: _____

DATE: _____

APPROVED AS TO FORM:

REVIEWED:
Lawrence Kressel
Multnomah County Counsel

By: _____


Jacqueline Weber

DATE: _____

DATE: 7-12-94

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 7/28/94
DEB BOGSTAD
BOARD CLERK

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Housing Authority of Portland (HAP) and the Sheriff's Office

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July 28, 1994

Amount of Time Needed: 5 - 10 minutes

DEPARTMENT: Sheriff's Office DIVISION: Corrections

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

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Intergovernmental Agreement between Housing Authority of Portland (HAP) and the Sheriff's Office to provide a supervised inmate work crew to perform general labor such as grounds maintenance, light carpentry, painting, etc; effective when completed.

7/28/94 ORIGINALS TO LARRY AAB

REGULAR

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Bob Skipper

OR

DEPARTMENT MANAGER: _____

BOARD OF
CLATSOP COUNTY
1994 JUL 19 PM 3:29
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: July 7, 1994

REQUESTED PLACEMENT DATE: July 28, 1994

RE: IGA Between MCSO and HAP to Provide Inmate Work Crews

I. Recommendation/Action Requested:

Request commitment from the Board to approve this IGA.

II. Background/Analysis:

Under this IGA, MCSO will provide supervised inmate work crews services (e.g., general labor, grounds maintenance, yard and nursery work, light carpentry and painting), at various facilities owned or operated by the Housing Authority of Portland (HAP).

III. Financial Impact:

MCSO will bill METRO for services provided at a per diem rate of 191.00/day for all work performed under this agreement. HAP has budgeted up to \$35,000 for work crew services.

IV. Legal Issues:

Standard IGA indemnification issues regarding liability of employees acting within the scope of their employment.

V. Controversial Issues:

None noted.

VI. Link to Current County Policies:

Fosters intergovernmental cooperation.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

Housing Authority of Portland (HAP).



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800355

Amendment # _____

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-7</u> DATE <u>7/28/94</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	---

Department Sheriff's Office Division Corrections Date July 6, 1994

Contract Originator Sgt. David Keith Phone 248-5060 Bldg/Room 314/MCIJ

Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231

Description of Contract To provide a supervised inmate work crew to perform general labor such as grounds maintenance, light carpentry, painting, etc.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Housing Authority of Portland
 Mailing Address 8910 N Woolsey Ave
Portland, OR 97203
 Phone _____ Attn: Chris Connell
 Employer ID# or SS# _____
 Effective Date upon completion
 Termination Date 6/30/95
 Original Contract Amount \$ 191.00/day (not to exceed \$35,000)
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ _____ Other _____

Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ 35,000

REQUIRED SIGNATURES:

Department Manager [Signature]
 Purchasing Director (Class II Contracts Only) [Signature]
 County Counsel [Signature]
 County Chair / Sheriff [Signature]
 Contract Administration (Class I, Class II Contracts Only) _____

Encumber: Yes No
 Date July 6, 1994
 Date _____
 Date 7-13-94
 Date July 28, 1994
 Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	169	025	3961			2030					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

ORIGINAL

Contract No: 800355

INTERGOVERNMENTAL AGREEMENT

1
2 THIS AGREEMENT is made and entered into pursuant to the
3 authority found in ORS 190.010 et seq. and ORS 206.345 between
4 the Multnomah County Sheriff's Office ("MCSO"), jointly with and
5 on behalf of Multnomah County ("COUNTY"), and the Housing
6 Authority of Portland ("HAP").

RECITALS

7
8 WHEREAS, Multnomah County is a political subdivision of the
9 State of Oregon and is a unit of local government authorized to
10 enter into intergovernmental agreements pursuant to the
11 provisions of ORS 190.010, et seq; and

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

15 WHEREAS, pursuant to the provisions of ORS chapter 456, the
16 Housing Authority of Portland is a public body corporate and
17 politic, and is authorized to make and execute contracts
18 necessary or convenient to the exercise of its powers; and

19 WHEREAS, HAP desires to contract with MCSO for services
20 provided by inmate work crews; and

21 WHEREAS, MCSO is able and prepared to provide the services
22 required by HAP under those terms and conditions set forth;
23 therefore,

24 IN CONSIDERATION of those mutual promises and the terms and
25 conditions set forth hereafter, and pursuant to the provisions of
26 ORS chapter 190, the parties agree to be bound as follows:
27

1 **INMATE WORK CREWS**

- 2 1. MCSO agrees to provide, at HAP's request, a supervised
3 inmate work crew to perform general labor, including but not
4 limited to grounds maintenance, yard and nursery work, light
5 carpentry, painting, and debris removal, at sites owned,
6 operated or managed by HAP.
- 7 2. MCSO agrees that each inmate work crew provided under this
8 agreement will be supervised by one or more corrections
9 officers trained and experienced in managing inmate work
10 crews.
- 11 3. MCSO agrees that each inmate work crew provided under this
12 agreement will be comprised of sentenced, local inmates
13 eligible for outside public works and who pose a minimal
14 threat to the public;
- 15 4. MCSO agrees that each work crew vehicle will be radio-
16 equipped, self-contained, and furnished with hand and power
17 tools appropriate for each job. The parties further agree
18 that if the work crew does not have in its own inventory the
19 tools or equipment required to perform the job requested by
20 HAP, then MCSO may lease the equipment required and include
21 the costs of such equipment rental in its bill to HAP.
- 22 5. HAP agrees to provide all materials, including but not
23 limited to paint, nursery stock, lumber and similar building
24 materials, required for the work performed or services
25 provided under this agreement.
26
27
28

1 **HAZARDOUS MATERIALS EXCEPTION**

2 6. The parties agree that:

3 (a) Clean-up of dump sites containing known or suspected
4 hazardous materials is beyond the scope, skill, training and
5 experience of an inmate work crew;

6 (b) No inmate work crew provided under this agreement shall
7 be required to clean-up any dump site where known or
8 suspected hazardous materials are present; and

9 (c) In the event the inmate work crew discovers known or
10 suspected hazardous materials at a dump site, the work crew
11 supervisor shall immediately cease the clean-up activity
12 until such time as the site is inspected and declared or
13 made safe by the appropriate hazardous materials authority.

14 **COMPENSATION**

15 7. HAP agrees to pay to MCSO for services rendered under this
16 agreement at the rate of \$191.00 per day. The parties agree
17 that the total compensation paid under this agreement shall
18 not exceed \$35,000.

19 8. MCSO agrees to bill HAP on the last working day of each
20 calendar month. HAP agrees to pay MCSO within 30 days of
21 receipt of MCSO's monthly invoice.

22 **PERSONNEL MATTERS**

23 9. The parties agree that the corrections officers provided
24 hereunder by MCSO (hereinafter, "ASSIGNED PERSONNEL") shall
25 be and remain employees of the County. All assigned
26 personnel shall be supervised by MCSO and shall perform
27

1 their duties in accordance with the administrative and
2 operational procedures of MCSO.

3 10. The parties agree that HAP does not assume any liability for
4 the direct payment of any wages, salaries or other
5 compensation to assigned personnel performing services
6 pursuant to the terms of this agreement or for any other
7 liability not provided for in this agreement.

8 11. The County agrees to maintain workers' compensation
9 insurance coverage for its assigned personnel, either as a
10 carrier insured employer or a self-insured employer as
11 provided in ORS chapter 656.

12 12. The parties agree that matters concerning direct or indirect
13 monetary benefits, hours, vacations, sick leave, grievance
14 procedures and other conditions of employment regarding
15 assigned personnel under this agreement shall be governed by
16 the provisions of existing collective bargaining agreements
17 between the assigned personnel's bargaining unit and their
18 public employer.

19 13. The parties agree that all labor disputes arising out of
20 this agreement shall be governed by the provisions of
21 applicable collective bargaining agreements in effect during
22 this agreement, and the personnel rules of the County.

23 **INDEMNIFICATION AND LIABILITY**

24 14. Subject to the limitations of the Oregon Torts Claims Act
25 and the Oregon Constitution, MCSO and the COUNTY shall
26 indemnify, defend and hold harmless HAP, its officers,
27

1 employees and agents from all claims, suits, actions or
2 expenses of any nature resulting from or arising out of the
3 acts, errors or omissions of MCSO personnel acting pursuant
4 to the terms of this agreement.

5 15. Subject to the limitations of the Oregon Torts Claims Act
6 and the Oregon Constitution, HAP shall indemnify, defend and
7 hold harmless COUNTY and MCSO, their officers, employees and
8 agents from all claims, suits, actions or expenses of any
9 nature resulting from or arising out of the acts, errors or
10 omissions of HAP personnel acting pursuant to the terms of
11 this agreement.

12
13 **CONTRACT ADMINISTRATION**

14 16. MCSO designates Sergeant David Keith, Work Crew Supervisor,
15 to represent MCSO in all matters pertaining to
16 administration of this agreement.

17 17. HAP designates Chris Connell, Project Director, to represent
18 HAP in all matters pertaining to administration of this
19 agreement.

20 18. Any notice or notices provided for by this agreement or by
21 law to be given or served upon either party shall be given
22 or served by certified letter, deposited in the U.S. mail,
23 postage prepaid, and addressed to:

24 Bob Skipper
25 Multnomah County Sheriff
26 12240 NE Glisan Street
Portland, OR 97230

Chris Connell
Housing Authority of Portland
8910 N. Woolsey Ave.
Portland, OR 97203

1 **CONTRACT MODIFICATION AND TERMINATION**

2 19. This Agreement shall be effective from the date it is signed
3 by all parties and shall run through June 30, 1995.

4 20. The parties agree that in the event the parties to this
5 agreement desire to renew this contract after the expiration
6 thereof, they shall notify the other parties within 90 days
7 prior to its expiration.

8 21. The parties agree that any party to this agreement may
9 terminate said Agreement by giving the other party(s) not
10 less than 90 days written notice.

11 22. The parties agree that this agreement may be modified or
12 amended by mutual agreement of the parties. Any
13 modification to this agreement shall be effective only when
14 incorporated herein by written amendments and signed by both
15 HAP and the Multnomah County Sheriff, and approved by the
16 Multnomah County Board of Commissioners.

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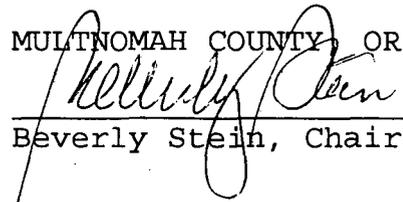
27 \

28

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

4 HAP 
5 _____
6 Denny L. West,
7 Executive Director

8 DATE: 7/13/94

MULTNOMAH COUNTY, OREGON


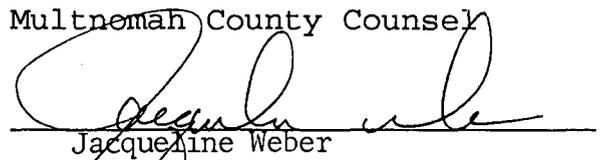
DATE: July 28, 1994

Bob Skipper, Sheriff

DATE: _____

15 APPROVED AS TO FORM:
16 _____
17 _____
18 _____

19 DATE: _____
20

REVIEWED:
Lawrence Kressel
Multnomah County Counsel


DATE: 7-13-94

21 APPROVED MULTNOMAH COUNTY
22 BOARD OF COMMISSIONERS
23 AGENDA # R-7 DATE 7/28/94
DEB BOGSTAD
24 BOARD CLERK
25
26
27
28