

ANNOTATED MINUTES

Tuesday, September 22, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602

PLANNING ITEMS

Vice-Chair Sharron Kelley convened the meeting at 9:33 a.m., with Commissioners Pauline Anderson, Rick Bauman and Gary Hansen present, and Chair Gladys McCoy excused.

P-1 PD 2-91 Revised FINAL ORDER in the Matter of the Remand of the Board of Commissioners Decision which APPROVED a Planned Development for a Manufactured Home Park.

PLANNER MARK HESS ADVISED THAT LUBA REMANDED THE BOARD'S FEBRUARY APPROVAL OF A 22 SPACE MANUFACTURED HOME PARK AT 13303 SE RAMONA, SUBJECT TO CONDITIONS, ONE OF WHICH DEFERRED A DETERMINATION ON WHETHER OR NOT THERE WERE SOIL HAZARDS ON THE SITE FROM AN ALLEGED FILL AREA IN THE NORTHEAST CORNER OF THE PROPERTY, BY REQUIRING THE APPLICANT TO PROVIDE SOIL TESTS AND STUDIES TO THE SATISFACTION OF THE BUILDING OFFICIAL. MR. HESS REPORTED THAT LUBA FOUND THE BOARD IMPROPERLY DEFERRED THAT DETERMINATION SINCE THE BUILDING OFFICIAL'S DECISION WOULD NOT BE SUBJECT TO A PUBLIC HEARING. MR. HESS EXPLAINED THAT A REVISED FINAL ORDER HAS BEEN PREPARED WHICH APPROVES THE MANUFACTURED HOME PARK, BUT CHANGES SOME TEXT AND CONDITIONS TO COMPLY WITH STATUTES. MR. HESS ADVISED THAT CONDITION 5 DEFERS THE DECISION ON THE SOIL HAZARDS ISSUE TO THE PLANNING DIRECTOR PENDING APPLICANT'S PROVISION OF A SOIL TEST ANALYSIS AND THAT ANY DECISION OF THE DIRECTOR WOULD BE SUBJECT TO STATUTORY NOTICE AND PUBLIC HEARING.

IN RESPONSE TO QUESTIONS OF VICE-CHAIR KELLEY, MR. HESS EXPLAINED THAT THE HEARING WOULD BE BEFORE A HEARINGS OFFICER AND THAT THE BOARD IS BEING ASKED TO DETERMINE WHETHER IT BELIEVES THE LANGUAGE CHANGE IS SUFFICIENT TO MEET THE LUBA REMAND AND IF SO, THE NEXT STEP WOULD BE FOR APPLICANTS TO APPLY FOR FINAL DEVELOPMENT PLAN APPROVAL, INCLUDING THE SOIL TESTS COMPONENT, AT WHICH TIME THE PLANNING DIRECTOR WOULD MAKE A DECISION ON THE MATTER, THE SURROUNDING PROPERTY OWNERS WOULD BE NOTIFIED OF SAME AND IF APPEALED, THERE WOULD BE A HEARING BEFORE A HEARINGS OFFICER.

GREGORY LUTJE, ATTORNEY FOR APPELLANT, ASKED FOR ONE WEEK TO REVIEW THE REVISED FINAL ORDER IN ORDER TO COMMENT ON IT. FOLLOWING DISCUSSION WITH COUNTY COUNSEL PETER LIVINGSTON, MR. HESS AND VICE-CHAIR KELLEY, THE MATTER WAS HELD TO THE END OF THE MEETING IN

ORDER TO ALLOW MR. LUTJE TIME TO REVIEW THE FINAL ORDER.

AT THE CONCLUSION OF PLANNING ITEMS P-2 THROUGH P-4, THE BOARD RETURNED TO ITEM P-1.

MR. LUTJE TESTIFIED IN OPPOSITION TO REVISED CONDITION 5 AND SUGGESTED THAT INSTEAD OF REQUIRING A SOILS TEST, THE BOARD SHOULD NOT ALLOW A MOBILE HOME SITE ON THE AREA SUBJECT TO THE LAND FILL, STATING THAT THE DANGER OF THE PRESENCE OF CONTAMINANTS IS NOT LESSENERED BY THE FACT THAT SUCH CONTAMINANTS MAY BE COVERED WITH FILL AND THEY HAVE THE POTENTIAL OF LEACHING HORIZONTALLY TO ADJOINING PROPERTY OR VERTICALLY INTO THE HIGH WATER TABLE. MR. LUTJE REQUESTED THAT CONDITION 5 BE FURTHER REVISED TO REQUIRE AN ADEQUATE REVIEW OF THE FINDINGS, CITING THE EXTENT OF THE PROBLEM AND PROPOSED RECOMMENDATIONS TO CORRECT SAME.

IN RESPONSE TO QUESTIONS OF COMMISSIONER HANSEN, MR. LUTJE STATED THEY ARE REQUESTING THAT THE COUNTY SHOW DEFINITELY THAT THERE ARE NO HAZARDS ON THE SITE PRIOR TO APPROVAL OF THE DEVELOPMENT PERMIT UNDER THE PD DESIGN, AND REPORTED THAT HE HAS PREVIOUSLY REQUESTED THAT AN ENVIRONMENTAL CONSULTANT TEST THE WHOLE SITE.

COMMISSIONER BAUMAN MOVED, SECONDED BY COMMISSIONER HANSEN, APPROVAL OF THE FINAL ORDER.

IN RESPONSE TO COMMENTS OF COMMISSIONER BAUMAN, MR. HESS ADVISED THAT THE SOILS TESTING WOULD BE REFERRED TO THE SECOND STAGE AND WOULD INCLUDE ALL FILL AREAS TO DETERMINE ANY HAZARDS WHICH MAY EXIST.

VOTE ON THE MOTION WAS UNANIMOUSLY APPROVED.
[ORDER 92-180.]

P-2 CU 11-92 HEARING, ON THE RECORD TO RECONSIDER THE BOARD ACTION TAKEN ON AUGUST 25, 1992, Upholding the Hearings Officers Decision of July 6, 1992, APPROVING, Subject to Conditions, a Non-Resource Related Single Family Dwelling on a 7.80 Acre Lot of Record in the MUF-19 Zoning District, for Property Located at 43640 EAST LARCH MOUNTAIN ROAD.

PLANNER BOB HALL ADVISED THAT THIS IS A REHEARING OF AN APPEAL, ON THE RECORD, WITH TESTIMONY LIMITED TO TEN MINUTES PER SIDE.

IN RESPONSE TO A QUESTION OF VICE-CHAIR KELLEY, COUNTY COUNSEL PETER LIVINGSTON ADVISED THAT THE PROPONENT AND OPPONENT MAY PRESENT ARGUMENTS, BUT CANNOT ADD NEW EVIDENCE TO THE RECORD.

MICHAEL ROBINSON, ATTORNEY REPRESENTING APPLICANT/APPELLANT, TESTIFIED THAT CONDITIONS 5 AND 6 LEAVE APPLICANT WITHOUT A VIABLE BUILDING SITE ON THE LOT AND REQUESTED THAT THE BOARD DELETE CONDITION 5 AND AMEND CONDITION 6 TO REQUIRE A 70 FOOT SETBACK FROM THE EASTERLY PROPERTY LINE. IN RESPONSE TO A QUESTION OF COMMISSIONER ANDERSON, MR. ROBINSON EXPLAINED HIS CLIENT DID NOT KNOW THAT THIS MIGHT BE A CONTESTED SITE. MR. ROBINSON ADDED THAT THE STAFF REPORT SUBMITTED PRIOR TO THE HEARINGS OFFICER DECISION APPROVED THE REQUEST WITHOUT IMPOSING A 50 FOOT REQUIREMENT THAT THE HOUSE BE CLOSE TO LARCH MOUNTAIN ROAD AND WITHOUT IMPOSING 100 FOOT SETBACKS ON THE EAST OR WEST PROPERTY LINES.

IN RESPONSE TO QUESTIONS OF COMMISSIONER ANDERSON, MR. DEAN GRAY EXPLAINED THAT THE DRIVEWAY WAS PUT IN BEFORE THEY BECAME INTERESTED IN THE LOT AS A BUILDING SITE AND THERE WERE FEW OPTIONS CONCERNING PLACEMENT OF A DRIVEWAY ON THAT LOT.

EASTERLY NEIGHBOR DONALD HORN TESTIFIED IN OPPOSITION TO THE DEVELOPMENT.

IN RESPONSE TO A STATEMENT OF MR. ROBINSON ADVISING THAT THE COUNTY ZONING CODE ADDRESSES INSTANCES IN WHICH CERTAIN LOT SETBACKS CANNOT BE MET BY STATING "WHEREVER POSSIBLE", MR. HALL CONFIRMED THAT THE 200 FOOT SETBACK FROM SITE PROPERTY LINES DOES SAY WHENEVER POSSIBLE. MR. HALL ADVISED THAT THE FRONT YARD SETBACK IS A 30 FOOT MINIMUM, AND THAT THE ORDINANCE STATES IF A DRIVEWAY IN EXCESS OF 500 FEET IS REQUIRED, APPLICANT MUST STATE IN WRITING THE REASONS WHY.

IN RESPONSE TO QUESTIONS OF COMMISSIONER ANDERSON, MR. HALL ADVISED THAT IN THE CASE OF THIS PROPERTY, IT IS NOT EVEN 400 FEET WIDE, SO IT WOULD BE IMPOSSIBLE TO STAY 200 FEET FROM BOTH SIDES OF THE PROPERTY LINES AND THAT THE PROPOSED SITE PLAN HAS THE PROPOSED DWELLING 30 FEET FROM THE PROPERTY LINE, BUT THE APPLICANT HAS STATED THEY WOULD INCREASE THAT TO 70 FEET INSTEAD OF 200 FEET.

IN RESPONSE TO QUESTIONS OF VICE-CHAIR KELLEY, MR. HALL ADVISED THAT PLANNING STAFF VISITED THE SITE AND TOOK SLIDES AND RECOMMENDED APPROVAL OF THE ORIGINAL SITE PRIOR TO THE HEARINGS OFFICER DECISION TO CHANGE THE SITE.

VICE-CHAIR KELLEY REPORTED EX PARTE CONTACTS CONSISTING OF TWO PHONE CALLS FROM MR. BROOKHOLDER CONCERNING PROCESS AND RECEIPT OF A LETTER FROM MR. AND MRS. HORN, WHICH SHE

SUBMITTED INTO THE RECORD, AND STATED SHE DOES NOT BELIEVE THE CONTACTS WILL INFLUENCE HER DECISION.

FOLLOWING BOARD DISCUSSION WITH MR. LIVINGSTON, COMMISSIONER HANSEN MOVED, SECONDED BY COMMISSIONER ANDERSON, TO UPHOLD THE HEARINGS OFFICER'S DECISION WITH THE EXCEPTION OF DELETING NO MORE THAN 50 FEET FROM THE ROAD AND AMENDING THE 100 FOOT EAST SETBACK TO 70 FEET FROM THE EAST.

COMMISSIONER BAUMAN ADVISED HE WILL BE VOTING AGAINST THE MOTION BECAUSE HE FEELS THERE IS NO BURDEN OF PROOF TO REVERSE THE HEARINGS OFFICER'S DECISION. IN RESPONSE TO A QUESTION OF COMMISSIONER ANDERSON, COMMISSIONER BAUMAN ADVISED HE FEELS THERE IS NO EVIDENCE BEFORE THE BOARD TO SUGGEST THE HEARINGS OFFICER MADE AN ERROR IN DEFINING CONDITIONS.

IN RESPONSE TO A QUESTION OF COMMISSIONER HANSEN, MR. LIVINGSTON ADVISED THAT PLANNING STAFF AND THE HEARINGS OFFICER VISITED THE SITE.

COMMISSIONER ANDERSON DISCUSSED WITHDRAWING HER SECOND WITH MR. LIVINGSTON AND COMMISSIONER BAUMAN.

COMMISSIONER HANSEN DISCUSSED HIS REASONS FOR SUPPORTING THE MOTION.

COMMISSIONER ANDERSON DISCUSSED HER REASONS FOR DENYING THE MOTION AND UPHOLDING THE HEARINGS OFFICER'S DECISION.

VOTE ON THE MOTION FAILED WITH COMMISSIONERS HANSEN AND KELLEY VOTING AYE AND COMMISSIONERS ANDERSON AND BAUMAN VOTING NO.

MR. LIVINGSTON ADVISED THAT THE EARLIER DECISION WILL STAND DUE TO TODAY'S TIE VOTE, AND REPORTED THAT THERE WILL BE A WRITTEN DECISION FROM THE BOARD AND SUBSEQUENT OPPORTUNITY TO APPEAL THIS TO THE LAND USE BOARD OF APPEALS.

P-3

SEC 6-91a
HDP 4-91a HEARING, ON THE RECORD, 10 MINUTES PER SIDE,
PLUS ADDITIONAL EVIDENCE AND TESTIMONY, in the Matter of an Appeal of a June 16, 1992 Planning and Zoning Hearings Officer Decision DENYING the Applicant's Request to Amend SEC 6-91a and HDP 4-91a, to Permit Construction of a Culvert Over Balch Creek, Which has Already been Installed, Reversing the Administrative Decision of the Planning Director, all for Property Located at 6125 NW THOMPSON ROAD.

VICE-CHAIR KELLEY DISCLOSED EX PARTE CONTACT IN THE FORM OF A LETTER RECEIVED YESTERDAY, WHICH SHE SUBMITTED INTO THE RECORD.

COMMISSIONER ANDERSON DISCLOSED EX PARTE CONTACT IN THE FORM OF A SITE VISIT AND CONVERSATION WITH THE NEIGHBORS.

PLANNER MARK HESS DISCLOSED THAT COMMISSIONER KELLEY RECEIVED A LETTER FROM NANCY ROSALINE DATED AUGUST 25 AND DISCUSSED A SEPTEMBER 16 LETTER TO ATTORNEY DANIEL KEARNS FROM THE DEPARTMENT OF FORESTRY REBUTTING THE NANCY ROSALINE COMMUNICATION ON THE POINT OF WHETHER THE STREAM IS A CLASS I OR CLASS II STREAM. MR. HESS REPORTED AN APPLICATION WAS INITIATED IN EARLY 1991 FOR AN SEC PERMIT FOR A DRIVEWAY CROSSING OVER THE THOMPSON FORK OF BALCH CREEK AND REQUESTED THAT THE BOARD ADDRESS WHETHER THE SEC PERMIT CRITERIA ACTUALLY APPLIED IN THAT INSTANCE.

MICHAEL ROBINSON, ATTORNEY FOR APPLICANT DAN MCKENZIE, REQUESTED THAT THE RECORD BE KEPT OPEN 7 DAYS BEYOND TODAY IN ORDER TO REVIEW AND RESPOND TO NEW DOCUMENTS AND A MEMORANDUM OF ARGUMENT SUBMITTED BY ATTORNEY ED SULLIVAN THIS MORNING. MR. ROBINSON TESTIFIED IN SUPPORT OF HIS CONTENTION THAT THE STREAM IS A CLASS I STREAM AND THAT THE HEARINGS OFFICER ERRED IN HIS DECISION DENYING THE AMENDMENT TO THE SEC AND HDP PERMITS, IN THAT THERE WAS NO EVIDENCE SUPPORTING SEVERAL OF THE FINDINGS AND THE HEARINGS OFFICER MISINTERPRETED THE CRITERIA AND IMPROPERLY RELIED ON A CITY OF PORTLAND DOCUMENT FOR DETERMINING A FACT IN DISPUTE BY BOTH PARTIES. MR. ROBINSON CONCLUDED THAT THE BOARD SHOULD UPHOLD THE APPEAL AND REJECT THE HEARINGS OFFICER'S DENIAL OF THE SEC AND HDP PERMITS.

IN RESPONSE TO QUESTIONS OF COMMISSIONER BAUMAN, DAN MCKENZIE EXPLAINED HE WAS GIVEN A PERMIT TO BUILD A BRIDGE AND VERBAL PERMISSION FROM THE COUNTY PLANNING DEPARTMENT TO PUT IN A CULVERT AND 4 MONTHS LATER SOMEONE PROTESTED THE CULVERT AND THE PLANNING DEPARTMENT INFORMED HIM HE NEEDED A REVISION TO THE ORIGINAL SEC PERMIT FOR THE CULVERT.

COUNTY COUNSEL PETER LIVINGSTON REPORTED THAT APPLICANT REQUESTS A 7 DAY EXTENSION IN WHICH TO ADD ADDITIONAL EVIDENCE AFTER TODAY AND THAT PLANNING STAFF RECOMMENDS THE REQUEST BE GRANTED AND THAT OPPONENTS BE GIVEN AN ADDITIONAL 4 DAYS BEYOND THOSE 7 DAYS TO SUBMIT ANY REBUTTAL LETTERS.

IN RESPONSE TO VICE-CHAIR KELLEY'S SUGGESTION THAT THE PARTIES PRESENT THEIR TESTIMONY, MR. LIVINGSTON EXPLAINED THAT THE RECOMMENDATION IS THAT THE BOARD CLOSE THE PUBLIC TESTIMONY AFTER TODAY AND THAT IT CONTINUE TO ACCEPT WRITTEN TESTIMONY FROM APPLICANT FOR AN ADDITIONAL 7 DAYS AND GIVE OPPONENT 4 DAYS TO SUBMIT ADDITIONAL EVIDENCE AND THEN CLOSE THE RECORD COMPLETELY AND MAKE A DECISION.

ATTORNEY ED SULLIVAN, REPRESENTING FRIENDS OF FOREST PARK AND THE INDIVIDUAL OPPONENTS, TESTIFIED IN OPPOSITION TO THE CONSTRUCTION OF A CULVERT, STATING THAT IN 1987 THE OREGON FORESTRY DEPARTMENT DECLARED THIS PART OF BALCH CREEK TO BE A CLASS I STREAM.

DANIEL KEARNS TESTIFIED IN OPPOSITION TO THE CONSTRUCTION OF A CULVERT.

GARY KISH TESTIFIED IN OPPOSITION TO THE CONSTRUCTION OF A CULVERT.

IN RESPONSE TO A QUESTION OF VICE-CHAIR KELLEY, MR. LIVINGSTON SUGGESTED THAT THE BOARD CLOSE THE PUBLIC TESTIMONY AND SET A DATE FOR THE NEXT DISCUSSION.

IN RESPONSE TO A QUESTION OF COMMISSIONER ANDERSON, MR. HESS EXPLAINED THERE ARE FINDINGS IN THE RECORD REGARDING TEMPORARY TURBIDITY RESULTING FROM INITIAL INSTALLATION OF THE CULVERT.

IN RESPONSE TO A QUESTION OF COMMISSIONER ANDERSON CONCERNING THE VALIDITY OF THE JURISDICTION WHICH RECLASSIFIED THE STREAM FROM CLASS I TO CLASS II, MR. HESS ADVISED HE HAS NOT SEEN THE WRITTEN MATERIAL SUBMITTED BY MR. SULLIVAN REGARDING THE PROCESS, BUT CONSIDERS THE RECLASSIFICATION OFFICIAL.

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER ANDERSON, IT WAS UNANIMOUSLY APPROVED THAT THE PUBLIC TESTIMONY BE CLOSED TODAY, THAT THE BOARD CONTINUE TO ACCEPT WRITTEN TESTIMONY FROM APPLICANT FOR 7 DAYS, THAT OPPONENT HAVE 4 DAYS FOLLOWING THAT IN WHICH TO SUBMIT ADDITIONAL EVIDENCE AND THAT THE BOARD WILL MAKE ITS DETERMINATION ON THE MATTER AT 9:30 AM ON TUESDAY, OCTOBER 13, 1992.

P-4

MC 2-92

LD 25-92

HEARING, ON THE RECORD, 10 MINUTES PER SIDE, in the Matter of an Appeal of a August 3, 1992 Planning and Zoning Hearings Officer Decision APPROVING, Subject to Conditions, Tentative Plan for a Type I Land Division, a Partition Resulting in Two Lots and APPROVING, Subject to Conditions, Request to Use Easements as the Means of Access

to the New Lot Instead of Providing Frontage on a Dedicated Street, as Required in the MUF-19, Multiple Use Forest Zoning District, Per MCC 11.15.2188 all for Property Located at 7025 NW SUMMERVIEW COURT.

PLANNER DAVE PRESCOTT REVIEWED THE CASE HISTORY AND PRESENTED THE STAFF REPORT.

TOM RILEY IDENTIFIED HIMSELF AS THE APPLICANT IN THIS MATTER.

ARNOLD ROCHLIN TESTIFIED IN OPPOSITION TO THE APPROVAL, STATING HE DOES NOT OBJECT TO A PARTITION OF THE LAND, BUT TO THE PROCESS BY WHICH THE PARTITION WAS DISCUSSED AND DELIBERATED UPON, WHICH HE SEES AS A DISREGARD FOR THE COUNTY CODE.

IN RESPONSE TO A QUESTION OF COMMISSIONER HANSEN, MR. PRESCOTT EXPLAINED THE ACCESS BY EASEMENT WAS REQUESTED BECAUSE THE PARTITION RESULTED IN TWO PARCELS OF LAND WHICH DO NOT HAVE FRONTAGE ON A DEDICATED STREET. MR. PRESCOTT ADVISED THAT HAD THERE NOT BEEN A REQUEST TO DIVIDE THE PROPERTY, APPLICANT COULD HAVE BUILT ON THE ORIGINAL 54 ACRE SITE IN THE LOCATION REQUESTED IN THE BUILDING PERMIT AND USED AN EASEMENT TO GET TO THAT SITE AND IT WOULD NOT HAVE HAD TO GO TO A PUBLIC HEARING.

IN RESPONSE TO QUESTIONS OF COMMISSIONER ANDERSON, MR. PRESCOTT REPORTED THAT THE HEARINGS OFFICER HAD ALL THE INFORMATION PROVIDED IN THE STAFF REPORT AND AT THE HEARING.

IN RESPONSE TO A QUESTION OF COMMISSIONER HANSEN, MR. LIVINGSTON ADVISED THAT IF A MOTION TO EITHER SUSTAIN OR REJECT THE HEARINGS OFFICER DECISION FAILED ON A 2-2 VOTE, THE HEARINGS OFFICER DECISION WOULD STAND.

COMMISSIONER BAUMAN SUGGESTED THAT THE BOARD HOLD OFF ON A DECISION SO COUNTY COUNSEL AND PLANNING STAFF CAN ADEQUATELY ADDRESS THE CONCERNS OF MR. ROCHLIN, GIVING STAFF AN OPPORTUNITY TO REVISE THE HEARINGS OFFICER'S REPORT SO THAT THE REQUIREMENTS ARE MET AND EACH OF THE CONDITIONS ADDRESSED BEFORE BRINGING IT BACK BEFORE THE BOARD FOR A DECISION.

MR. RILEY EXPRESSED CONCERN OVER THE COMPLICATIONS AND DELAY IN COMPLETING THE PROCESS AND EXPRESSED HIS PREFERENCE THAT THE BOARD MAKE ITS DECISION TODAY.

MR. LIVINGSTON REQUESTED POSTPONEMENT OF THE BOARD DELIBERATIONS TO ALLOW COUNTY COUNSEL AND

PLANNING STAFF TIME TO REVIEW THE MATTER AND MAKE SOME SUGGESTIONS TO ASSIST THE BOARD WITH ITS DECISION.

IN RESPONSE TO A QUESTION OF COMMISSIONER ANDERSON, MR. LIVINGSTON EXPLAINED HE HAS NOT EVALUATED THE STRENGTH AND VALIDITY OF MR. ROCHLIN'S ARGUMENTS, BUT IF THE BOARD WERE TO MAKE A DECISION TO UPHOLD THE HEARINGS OFFICER DECISION WITHOUT ADDITIONAL FINDINGS, THAT WOULD BE THE DECISION WHICH MR. ROCHLIN WOULD APPEAL TO THE LAND USE BOARD OF APPEALS. MR. LIVINGSTON ADDED THAT THE BOARD COULD MAKE A DECISION TO AFFIRM THE HEARINGS OFFICER DECISION AND ASK THAT NEW FINDINGS BE PREPARED WHICH MIGHT BE MORE RESPONSIVE THAN THE HEARINGS OFFICER FINDINGS. MR. LIVINGSTON SUGGESTED THAT IT MIGHT BE BETTER FOR THE BOARD TO DEFER A FINAL DECISION ON THIS MATTER UNTIL STAFF HAS HAD AN OPPORTUNITY TO REVIEW IT.

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER ANDERSON, IT WAS UNANIMOUSLY APPROVED THAT P-4 BE CONTINUED TO 9:30 AM, ON TUESDAY, SEPTEMBER 29, 1992.

There being no further business, the planning items portion of the meeting was adjourned at 12:20 p.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

By *Carris A. Peterson*

Tuesday, September 22, 1992 - 11:00 AM
Multnomah County Courthouse, Room 602

AGENDA REVIEW

B-1 Review of Agenda for Regular Meeting of September 24, 1992

Thursday, September 24, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602

REGULAR MEETING

Vice-Chair Sharron Kelley convened the meeting at 9:33 a.m., with Commissioners Pauline Anderson, Rick Bauman and Gary Hansen present, and Chair Gladys McCoy excused.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEM C-1) WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- C-1 In the Matter of the Appointments of Evelyn Crowell, Cliff Carlsen, Felicia Trader, and Michael Powell to the Library Board, (terms to expire 9/96)

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 Ratification of an Intergovernmental Agreement, Contract #500123, between the City of Gresham and Multnomah County, Emergency Management Division to Provide Rapid and Effective Response to Mitigate the Effects of Hazardous Materials without Regard to Geographic Boundaries, Effective Dates Upon Signatures to June 30, 1997

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER ANDERSON, R-1 WAS UNANIMOUSLY APPROVED.

- R-2 Ratification of an Intergovernmental Agreement, Contract #500133, between the State of Oregon, Acting By and Through the State Fire Marshal and the City of Gresham and Multnomah County, Emergency Management Division to Participate in the Regional Hazardous Materials Emergency Response Team

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER ANDERSON, R-2 WAS UNANIMOUSLY APPROVED.

MANAGEMENT SUPPORT

- R-3 First Reading and Possible Adoption of an ORDINANCE Relating to the Salary Ranges for Exempt Employees and Repealing Ordinance Nos. 709, 710 and 727, and Declaring an Emergency

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. HEARING HELD, NO TESTIMONY OFFERED. STAFF RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER ANDERSON, ORDINANCE NO. 733 WAS UNANIMOUSLY APPROVED.

JUSTICE SERVICES

COMMUNITY CORRECTIONS

- R-4 Ratification of an Intergovernmental Agreement, Contract #900343, between Multnomah County Department of Community Corrections and the Oregon Department of Corrections to Provide up to \$79,163 of Federal Grant Funds to Conduct a Transition Program for Parolees and Probationers, for the Period July 1, 1992 to December 31, 1993

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

R-5 Budget Modification DCC #11 Requesting Authorization to Increase the Field Services Division's Budget by \$49,477 in Federal OTI (Transition Program for Parolees and Probationers) Revenues and Reducing State CCA Field Allocation Revenues by the Same Amount

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

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-6 Budget Modification DES #6 Requesting Authorization to Reclass a Office Assistant 2 Position to a Office Assistant Senior Position

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

DEPARTMENT OF SOCIAL SERVICES

R-7 Ratification of an Intergovernmental Agreement, Contract #103113, between Multnomah County, Housing & Community Services Division and the City of Portland, Bureau of Community Development to Allocate \$12,684 of Federal Community Development Block Grant Funds to Alcohol/Drug Free Housing for Transitional Housing for Homeless Adults through the County's Contract with Central City Concern, for the Period July 1, 1992 to June 30, 1993

UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER HANSEN, R-7 WAS UNANIMOUSLY APPROVED.

R-8 Budget Modification DSS #15 Requesting Authorization to Add \$12,684 of City of Portland Funds to the Housing and Community Services Division Pass Through Budget to Pay for Alcohol/Drug Free Transitional Housing for Homeless Adults

UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER HANSEN, R-8 WAS UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned at 9:50 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

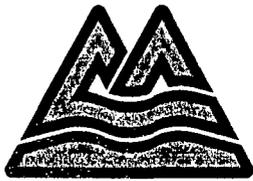
By *Carris A. Parkerson*

0251C/1-10
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BOARD OF COUNTY COMMISSIONERS
FORMAL BOARD MEETING
RESULTS

MEETING DATE: 9-24-92

Agenda Item #	Motion	Second	APP/NOT APP
<u>C-1</u>	<u>PA</u>	<u>GH</u>	<u>APP</u>
<u>R-1</u>	<u>GH</u>	<u>PA</u>	<u>APP</u>
<u>R-2</u>	<u>GH</u>	<u>PA</u>	<u>APP</u>
<u>R-3</u>	<u>RB</u>	<u>PA</u>	<u>APP</u>
<u>R-4</u>	<u>PA</u>	<u>RB</u>	<u>APP</u>
<u>R-5</u>	<u>PA</u>	<u>GH</u>	<u>APP</u>
<u>R-6</u>	<u>PA</u>	<u>RB</u>	<u>APP</u>
<u>R-7</u>	<u>PA</u>	<u>GH</u>	<u>APP</u>
<u>R-8</u>	<u>PA</u>	<u>GH</u>	<u>APP</u>
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MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GARY HANSEN • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
CLERK'S OFFICE • 248-3277 • 248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

September 21 - 25, 1992

Tuesday, September 22, 1992 - 9:30 AM - Planning Items. . .Page 2
Tuesday, September 22, 1992 - 11:00 AM - Agenda Review. . .Page 2
Thursday, September 24, 1992 - 9:30 AM - Regular Meeting. .Page 3

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

Thursday, 10:00 PM, Channel 11 for East and West side subscribers
Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) subscribers
Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers
Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

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, September 22, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

PLANNING ITEMS

- P-1 PD 2-91 Revised FINAL ORDER in the Matter of the Remand of the Board of Commissioners Decision which Approved a Planned Development for a Manufactured Home Park - 15 MINUTES REQUESTED
- P-2 CU 11-92 HEARING, ON THE RECORD TO RECONSIDER THE BOARD ACTION TAKEN ON AUGUST 25, 1992, Upholding the Hearings Officers Decision of July 6, 1992, APPROVING, Subject to Conditions, a Non-Resource Related Single Family Dwelling on a 7.80 Acre Lot of Record in the MUF-19 Zoning District, for Property Located at 43640 EAST LARCH MOUNTAIN ROAD - 10 MINUTES REQUESTED
- P-3 SEC 6-91a
HDP 4-91a HEARING, ON THE RECORD, 10 MINUTES PER SIDE, PLUS ADDITIONAL EVIDENCE AND TESTIMONY, in the Matter of an Appeal of a June 16, 1992 Planning and Zoning Hearings Officer Decision DENYING the Applicant's Request to Amend SEC 6-91a and HDP 4-91a, to Permit Construction of a Culvert Over Balch Creek, Which has Already been Installed, Reversing the Administrative Decision of the Planning Director, all for Property Located at 6125 NW THOMPSON ROAD - 30 MINUTES REQUESTED
- P-4 MC 2-92
LD 25-92 HEARING, ON THE RECORD, 10 MINUTES PER SIDE, in the Matter of an Appeal of a August 3, 1992 Planning and Zoning Hearings Officer Decision APPROVING, Subject to Conditions, Tentative Plan for a Type I Land Division, a Partition Resulting in Two Lots and APPROVING, Subject to Conditions, Request to Use Easements as the Means of Access to the New Lot Instead of Providing Frontage on a Dedicated Street, as Required in the MUF-19, Multiple Use Forest Zoning District, Per MCC 11.15.2188 all for Property Located at 7025 NW SUMMERVIEW COURT - 30 MINUTES REQUESTED
-

Tuesday, September 22, 1992 - 11:00 AM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

- B-1 Review of Agenda for Regular Meeting of September 24, 1992

Thursday, September 24, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

App C-1 In the Matter of the Appointments of Evelyn Crowell, Cliff Carlsen, Felicia Trader, and Michael Powell to the Library Board, (terms to expire 9/96)

REGULAR AGENDA

NON-DEPARTMENTAL

App R-1 Ratification of an Intergovernmental Agreement, Contract #500123, between the City of Gresham and Multnomah County, Emergency Management Division to Provide Rapid and Effective Response to Mitigate the Effects of Hazardous Materials without Regard to Geographic Boundaries, Effective Dates Upon Signatures to June 30, 1997

App R-2 Ratification of an Intergovernmental Agreement, Contract #500133, between the State of Oregon, Acting By and Through the State Fire Marshal and the City of Gresham and Multnomah County, Emergency Management Division to Participate in the Regional Hazardous Materials Emergency Response Team

MANAGEMENT SUPPORT

App R-3 First Reading and Possible Adoption of an ORDINANCE Relating to the Salary Ranges for Exempt Employees and Repealing Ordinance Nos. 709, 710 and 727, and Declaring an Emergency

JUSTICE SERVICES

COMMUNITY CORRECTIONS

App R-4 Ratification of an Intergovernmental Agreement, Contract #900343, between Multnomah County Department of Community Corrections and the Oregon Department of Corrections to Provide up to \$79,163 of Federal Grant Funds to Conduct a Transition Program for Parolees and Probationers, for the Period July 1, 1992 to December 31, 1993

App R-5 Budget Modification DCC #11 Requesting Authorization to Increase the Field Services Division's Budget by \$49,477 in Federal OTI (Transition Program for Parolees and Probationers) Revenues and Reducing State CCA Field Allocation Revenues by the Same Amount

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-6 Budget Modification DES #6 Requesting Authorization to
Reclass ~~a~~ Office Assistant 2 Position to a Office Assistant
Senior Position

APP

DEPARTMENT OF SOCIAL SERVICES

R-7 Ratification of an Intergovernmental Agreement, Contract
#103113, between Multnomah County, Housing & Community
Services Division and the City of Portland, Bureau of
Community Development to Allocate \$12,684 of Federal
Community Development Block Grant Funds to Alcohol/Drug
Free Housing for Transitional Housing for Homeless Adults
through the County's Contract with Central City Concern,
for the Period July 1, 1992 to June 30, 1993

APP

R-8 Budget Modification DSS #15 Requesting Authorization to Add
\$12,684 of City of Portland Funds to the Housing and
Community Services Division Pass Through Budget to Pay for
Alcohol/Drug Free Transitional Housing for Homeless Adults

APP

Meeting Date: SEP 24 1992

Agenda No.: C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: APPOINTMENTS

BCC Informal _____ (date) BCC Formal September 24, 1992 (date)

DEPARTMENT Non-departmental DIVISION Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Consent Calendar

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

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

Appointments to:

Library Board

- Evelyn Crowell, re-appointment, term expires 9/96
- Cliff Carlsen, re-appointment, term expires 9/96
- Felicia Trader, re-appointment, term expires 9/96
- Michael Powell, new appointment, term expires 9/96

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCoy

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

MULTNOMAH COUNTY
LIBRARY



205 N.E. Russell Street • Portland, OR 97212-3708 • PHONE: (503)248-5402 • FAX: (503)248-5441

Ginnie Cooper, Director of Libraries

MULTNOMAH COUNTY CHAIR
1120 S.W. 5th, ROOM 1410
PORTLAND, OREGON 97204

9/11/92

C:KM

September 9, 1992

Gladys McCoy, Chair
Multnomah County Board of Commissioners
1120 SW Fifth Avenue, Room 1410
Portland, Oregon 97204

Dear Commissioner McCoy:

SUBJECT: Library Board Appointments

The terms of four library board members are due to expire this month. Three of the four have indicated their willingness to be reappointed: Evelyn Crowell, Cliff Carlsen, and Felicia Trader. They have each been excellent Board members, and I hope that you will reappoint them for another term on the Library Board.

Jolinda Osborne, vice-chair of the Board, declines reappointment. Her letter to me is attached. Jolinda has been a very good Library Board member, and has served the library's cause well for more than ten years. She expects her work on behalf of libraries will continue, but other interests occupy her now.

I recall that when the Library Board was formed two years ago, you mentioned Michael Powell to me as someone whose involvement with the Library you would welcome. Michael has told me he now would willingly accept appointment to the Library Board. And, like Jolinda, he lives on the near east side of Portland. His address is 6115 SE Salmon, Portland 97215. No other Board member is from that neighborhood.

I also have some other names of people who might be good additions to the Library Board. Please let me know if you would like them.

I know that you agree with me that the Library Board is an excellent group and serves the County and the Library very well. I am sure that whomever you would appoint would continue this tradition, and I would be eager to work with whomever you wish to appoint.

Please let me know how you will proceed.

Sincerely,

A handwritten signature in cursive script that reads "Ginnie".

Ginnie Cooper
Director of Libraries

GC:rg

cc: Bill Naito, Library Board Chair

enc. Jolinda Osborne's letter
Board Roster



JOLINDA OSBORNE
INTERCULTURAL CONSULTANT SERVICES

AUG 27 1992

639 N.E. 100th • Portland, Oregon 97220 • (503) 257-3849

Strategies &
Skills for
Multicultural
Organizations

August 25, 1992

Ginnie Cooper
Director
Multnomah County Library
205 NE Russell
Portland, OR 97212

Dear Ginnie:

After considerable thought since our phone discussion, I have decided to decline another four-year term on the Library Advisory Board.

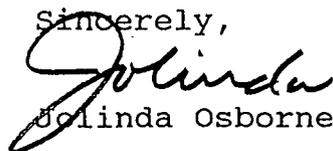
The Library is entering a new phase - a probable public vote on the utility tax and, assuming passage, a period of revitalization and new directions. It's time for creative ideas and passion from new Board members.

My eight years on the LAP, interim Board, and County Advisory Board, as well as two years as President of the Friends of the Library, have been more rewarding than I can possibly describe. It's time for me to continue my support for our library in other, less demanding ways.

My consulting business needs more attention, as does my family, my writing, another organization of which I'm in a leadership role, and the American political process which draws my interest this fall.

I leave, not with feelings of "burn out" or despair, but with confidence in your abilities and in the Board and friends of our library throughout the county. Such a moment seems like an appropriate time to step aside for creative energies from a new Board member.

Sincerely,


Jolinda Osborne

MULTNOMAH COUNTY
LIBRARY BOARD
1991-92

Bill Naito, Chair
Norcrest China Co.
5 NW Front
Portland, Oregon 97209
Phone: 228-7404
Term: 9/90 - 9/93

Don Barney
Barney & Worth
1211 SW 5th Ave., Ste 2100
Portland, Oregon 97204
Phone: 222-0146
Term: 9/91 - 9/95

Felicia Trader
Department of Trans.
City of Portland
1120 SW 5th, Rm 702
Portland, Oregon 97204
Phone: 796-7228
Term: 9/90 - 9/92

Jolinda Osborne
639 NE 100th Ave.
Portland, Oregon 97220
Phone: 257-3849
Term: 9/90 - 9/92

Karen Hinsdale
3305 SW Montgomery
Portland, Oregon 97201
Phone: 227-5354
Term: 9/90 - 9/93

William Failing
1708 SW Hawthorne Terrace
Portland, Oregon 97201
Phone: 224-5708
Term: 9/90 - 9/93

Yvonne Williams
5320 NE Jessup
Portland, Oregon 97218
Phone: 240-5322
Term: 9/91 - 9/95

Evelyn I. Crowell
P.O. Box 11892
Portland, Oregon 97211
Phone: 725-4545
Term: 9/90 - 9/92

Ursula LeGuin
3321 NW Thurman
P.O. Box 10541
Portland, OR 97210
Phone:
Term: 9/91 - 9/95

Paul Millius
3115 NE Broadway
Portland, Oregon 97232
Phone: 287-6754
Term: 9/91 - 9/95

Angel Lopez
Squires and Lopez
1410 American Bank Building
621 SW Morrison
Portland, Oregon 97205
Phone: 241-4708
Term: 12/91 - 12/94

Cliff Carlsen
Miller, Nash, et al
111 SW 5th Ave.
Portland, OR 97204-3699
Phone: 224-5858
Term: 9/90 - 9/92

Chris R. Landon
Multiculture Education, PPS
501 N. Dixon
Portland, Oregon 97227
Phone: 249-2000 ext. 387
Term: 3/91 - 3/95

Terry McCall, V.P./Dist. Mgr.
U.S. Bank, Gresham Branch
P.O. Box 586
Gresham, Oregon 97030
Phone: 661-4500
Term: 3/91 - 3/95

Bonnie Morris
P.O. Box 16887
Portland, OR 97216-0887
Phone: 823-4032
Term: 9/91 - 9/95

Michael Powell
6115 S.E. Salmon
Portland, Oregon 97215

Born - 1940

Wife: Alice Powell MSW
Daughter: Emily age 13

Education: University of Washington
University of Chicago

Owner: Powell's Bookstores Inc. - Portland
7 area stores - 280 employees
America's largest bookstore

50% owner of Powell's Bookstores - Chicago (3)
Talking Books - Portland (3)
Book Bin - Eugene, Albany, Corvallis (4)

International Division - sales to China, Russia, Vietnam, Philippines

Activities:

World Affairs Council - President
PCC Foundation Board
CMC Corporation Board - private corporation
No on 9 - Business Committee

American Booksellers Board - Treasurer
Sierra Club - Publications Board
Metropolitan Arts Commission - Chairman
Chamber Music NorthWest - President
Portland Future Focus
Central City Plan - Chair, Economic Committee
Mental Health Services West - founding board and others

Meeting Date: SEP 24 1992

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: City of Gresham and Multnomah County Haz-Mat Agreement

BCC Informal no later than 9/29 (date) BCC Formal _____ (date)

DEPARTMENT Non-Departmental DIVISION Emergency Management

CONTACT Penny Malmquist TELEPHONE 251-2466

PERSON(S) MAKING PRESENTATION Penny Malmquist

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 2 min

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

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):
Joint Contract between the City of Gresham and Multnomah County to provide rapid and effective response to mitigate the effects of hazardous materials without regard to geographic boundaries.

BOARD OF COUNTY COMMISSIONERS
1992 SEP 15 PM 4: 51
MULTNOMAH COUNTY OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

OC
DEPARTMENT MANAGER *[Signature]*

(All accompanying documents must have required signatures)

Sent Original OGA's + Contracts to Penny Malmquist 9/30



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 500123

MULTNOMAH COUNTY OREGON

Amendment # _____

<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-1</u> DATE <u>9/25/92</u> <i>[Signature]</i> BOARD CLERK
---	--	---

Contact Person Penny Malmquist Phone 252-2466 Date 8-28-92

Department Non-Departmental Division Emergency Management Bldg/Room 313/110

Description of Contract Joint contract between the City of Gresham and Multnomah County to provide rapid and effective response to mitigate the effects of hazardous materials without regard to geographic boundaries.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Gresham

Mailing Address 1333 NW Eastman Parkway
Gresham Oregon 97030

Phone 669-2348

Employer ID # or SS # xxx

Effective Date upon signatures

Termination Date 6/30/97

Original Contract Amount \$ xxx

Amount of Amendment \$ xxx

Total Amount of Agreement \$ xxx

REQUIRED SIGNATURES:

Department Manager *[Signature]* Date 9-15-92

Purchasing Director *[Signature]* Date _____

(Class II Contracts Only)

County Counsel *[Signature]* Date 9-17-92

County Chair/Sheriff *[Signature]* Date 9-25-92

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.											
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

HAZARDOUS MATERIALS RESPONSE TEAM PROGRAM AGREEMENT

This Agreement, made and entered into by and between MULTNOMAH COUNTY SHERIFF'S OFFICE and MULTNOMAH COUNTY OFFICE OF EMERGENCY MANAGEMENT, hereinafter called "County" and the CITY OF GRESHAM, hereinafter called "City".

DEFINITIONS:

Team - means the Multnomah County/Gresham Hazardous Materials Response Team.

Administrators - means the Multnomah County Sheriff, the Multnomah County Emergency Manager, and the Gresham Fire Chief or their designees.

Team Leader - means the primary individual having direct supervision of the Hazardous Materials Response Team.

RECITALS:

1. It is desirable that the resources of various public entities are coordinated without regard to geographical boundaries to provide the most rapid effective response to mitigate the effects of hazardous materials incidents; and
2. The City and County have entered into an agreement with the State of Oregon Fire Marshal to provide regional hazardous materials response services; and
3. The City and County have specially trained and equipped personnel within its various departments, hereinafter referred to as "Team" which functions as a single unit; and
4. ORS Chapter 190 provides for intergovernmental agreements and the apportionment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities;

THEREFORE, the parties agree as follows:

SERVICES:

The Team shall perform emergency operations, reporting and documentation activities arising from hazardous materials releases which threaten life, property, or the environment. The Team shall perform these activities whenever requested by any department of Multnomah County or Gresham or the State Fire Marshal's Office. The Team may also perform these activities upon request by any fire department.

Operational Control:

Operational control will remain with the Gresham Fire Chief. The Gresham Fire Chief, will determine when the Team vehicle is out of service, approve requests for display and make sure the hazardous materials response system remains intact.

The Gresham Fire Chief may designate a Hazardous Materials Team Leader. The Hazardous Materials Team Leader must be certified to Fire Standards and Accreditation (FSAB) Team Leader level. The Team Leader shall be responsible for managing the Team, the receipt of equipment from the State Fire Marshal's Office and shall maintain an inventory of all items on the Team vehicle.

ADMINISTRATION:

The Multnomah County Sheriff, the Multnomah County Chair, the Gresham Fire Chief or their designees shall be the primary administrators of this Agreement.

Liaison:

The Gresham Fire Chief, or designee, shall be the primary liaison with the State Fire Marshal's Office on matters pertaining to the State Regional Hazardous Materials Response Team Contract. All contracts or issues regarding the Hazardous Materials Response Team shall be discussed, negotiated, and agreed upon by all parties to this Agreement.

Personnel:

The City and County agree to provide an adequate number of trained and medically monitored personnel as necessary to operate within the safety levels of Team. The Sheriff, the County Emergency Manager, the Gresham Fire Chief or their designees shall jointly select the personnel assigned to the Team.

The Team Leader, or designee, shall have the authority to supervise Team personnel and activities relating to the

performance of the services under this agreement, subject to the provisions of any applicable collective bargaining agreement.

All Team members employed by the City to perform the services and functions pursuant to this agreement shall be City employees. No City employee who is employed herein shall have any Multnomah County pension fund, salary, or any status or rights under the provision of County employment.

The County shall not assume any liability for the direct payment of any salaries, wages, insurance or other compensation to any City personnel performing services under this Agreement. County shall not be liable for compensation or indemnity to any City employee for any injury or sickness arising out of his or her employment.

The Team members employed by the County to perform the services and functions pursuant to this agreement shall be County employees. No County employee who is employed herein shall have any City of Gresham pension fund, salary, or any status or rights under the provisions of City employment.

City shall not assume any liability for the direct payment of any salaries, wages, insurance or other compensation to any County personnel performing services under this Agreement. City shall not be liable for compensation or indemnity to any County employee for any injury or sickness arising out of his or her employment.

Standard Operating Guidelines:

The Team shall operate within the Standard Operating Guidelines which shall be in conformance with the State Fire Marshal's Contract. Any guidelines not addressed through the State Fire Marshal's Contract shall be approved by the administrators of this Agreement.

Employer Certification:

The employers of team members shall certify that they are physically fit and have the ability to wear self contained breathing apparatus according to OSHA Div. 129 and 151. In addition, all members must be fit tested for self-contained breathing apparatus masks.

Record Keeping:

The Team leader shall maintain a record keeping system documenting maintenance checks and repairs on all minor and major equipment.

The primary logistics/resource officer from the Team shall be responsible for documenting and maintaining records of the Team's responses. A State Fire Marshal's Report form shall be filled out and submitted within 15 working days of the response. A copy of the report shall be forwarded to the County and City, as appropriate.

EQUIPMENT:

Apparatus and equipment currently owned or purchased during the term of this agreement by either the City or County shall remain the property of the owning jurisdiction.

Apparatus and equipment purchased during the term of this agreement by the State Fire Marshal's Office shall remain the property of the State.

Maintenance:

The City shall repair, maintain, and keep equipment records on all self contained breathing apparatus used by the Team.

Replacement:

Prior to the arrival of State owned equipment, the City and County shall be responsible for the replacement of needed equipment owned by the respective jurisdiction.

State owned equipment will be replaced by the State. Neither the City or the County shall be responsible for State owned equipment unless the equipment was damaged out of neglect by the Team.

Phasing out of current equipment:

As State equipment is received, City and County equipment may be phased out. This equipment shall be returned to the jurisdiction owning the equipment.

Record Keeping:

The Team leader shall maintain a record keeping system documenting maintenance checks and repairs on all minor and major equipment.

The primary logistics/resource officer from the Team shall be responsible for documenting and maintaining records of the Team's responses. A State Fire Marshal's Report form shall be filled out and submitted to all Administrators within 10 working days of the response. An original of the report shall be forwarded to the State Fire Marshal's Office once it is approved by all parties to this contract. Copies of the report will be made for the County and City.

EQUIPMENT:

Apparatus and equipment currently owned or purchased during the term of this agreement by either the City or County shall remain the property of the owning jurisdiction.

Apparatus and equipment purchased during the term of this agreement by the State Fire Marshal's Office shall remain the property of the State.

Maintenance:

The City shall repair, maintain, and keep equipment records on all self contained breathing apparatus used by the Team.

Replacement:

Prior to the arrival of State owned equipment, the City and County shall be responsible for the replacement of needed equipment owned by the respective jurisdiction.

State owned equipment will be replaced by the State. Neither the City or the County shall be responsible for State owned equipment unless the equipment was damaged out of neglect by the Team.

Phasing out of current equipment:

As State equipment is received, City and County equipment may be phased out. This equipment shall be returned to the jurisdiction owning the equipment.

FINANCE:

Costs:

The responsibility of the parties for the costs of the Team under this Agreement are set out in Exhibit A, attached hereto and fully incorporated herein. Responsibility for unforeseen costs will be determined by negotiation amongst the parties. Distribution of reimbursement for response costs from the State Fire Marshal's Office are shown in Exhibit B.

Uncovered Expenses:

Expenses not covered under the State Fire Marshal's Regional Hazardous Emergency Response Team Contract will be paid for by the agency responsible for the costs according to Exhibit A.

Billing:

An invoice shall accompany the State Fire Marshal's Office Hazardous Materials report. The invoice shall list standby and team response costs. Once payment is received, it will be disbursed back within 15 working days to the appropriate jurisdiction according to the Exhibit B.

Insurance:

City and County shall provide bodily injury, property damage and uninsured motorist coverage, through each parties self funded insurance program, for the vehicle(s) used by the Team.

All parties are subject to the Oregon State Tort Claims Act, ORS 30.265 et seq. The parties shall assume the liability of their own employees for any personal injury or property damage caused to any person. Neither party shall sue the other for any injury caused to either party's employees.

Term and Termination:

This Agreement shall be effective upon execution by all parties and shall terminate on June 30, 1997. This Agreement may be terminated by mutual consent of all parties, or by either party upon 180 days notice, in writing, and delivered by certified mail or in person.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the _____ day of _____, 1992.

MULTNOMAH COUNTY, OREGON

CITY OF GRESHAM, OREGON

Sharon Kelly
Gladys McCoy, County Chair

Gussie McRobert, Mayor

Robert G. Skipper, Sheriff

J. Michael Casey, City Manager

REVIEWED:

[Signature]
Lawrence Kressel, County Counsel
for Multnomah County, Oregon

Thomas Sponsler, Attorney
for City of Gresham, Oregon

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 2-1 DATE 9-25-92
[Signature]
BOARD CLERK

EXHIBIT A

This Exhibit describes the responsibility for expenses, maintenance, repairs and replacement, not covered under the State Fire Marshal's Office Team Contract.

1. Response Vehicle (HM 50)
 - County - none
 - City - Gas, oil and costs associated with normal vehicle preventative maintenance and servicing until replaced by State Response vehicle.

Support Vehicles (Only government owned vehicles)

 - County - Gas, oil and costs associated with normal vehicle preventative maintenance and servicing
 - City - Gas, oil and costs associated with normal vehicle preventative maintenance and servicing
2. Communications
 - County - entire amount
3. Major Equipment
 - County - Monitoring equipment and generators
 - City - Personal Protective Equipment and SCBA's
4. Minor Equipment (handtools, lanterns, etc.)
 - County - all minor equipment except patch kit and decon shower.
 - City - patch kit and decon shower.
5. Expendable Supplies (Gloves, tape, decon supplies)
 - County - none
 - City - entire amount
6. Personnel
 - County - Personnel costs for County employees
 - City - Personnel costs for City employees
7. Standby Costs (Call-back)
 - County - Overtime costs for standby County employees
 - City - Overtime costs for standby City employees
8. Disposal Costs
 - County - pays for costs of disposal incurred by Cnty
 - City - pays for costs of disposal incurred by City
9. Education and Travel Costs
 - County - Costs for county employees
 - City - Costs for city employees

EXHIBIT B

This Exhibit describes the distribution of reimbursement for response costs from the State Fire Marshal's Office.

Interim period: (Prior to receiving State equipment.)

1. Response Vehicle
 - County - \$100 per hour or \$175.00 minimum
 - City - \$50 per hour or \$75.00 minimum
 - Support Vehicles (Only government owned vehicles needed for response.)
 - County - Entire reimbursement for County vehicles
 - City - Entire reimbursement for City vehicles
2. Communications
 - County - entire amount
3. Major Equipment
 - County - All Monitoring equipment and generators
 - City - Personal Protective Equipment and SCBA's
4. Minor Equipment (handtools, lanterns, etc.)
 - County - all minor equipment except patch kit and decon shower.
 - City - patch kit and decon shower.
5. Expendable Supplies (Gloves, tape, decon supplies)
 - County - none
 - City - entire amount
6. Personnel
 - County - County employees at \$35.00/hr
 - City - City employees at \$55.00/hr
7. Standby Costs (Call-back)
 - County - Entire reimbursement for County employees
 - City - Entire reimbursement for City employees

Contract period: (After adoption of State Fire Marshal's Response Team Agreement. Any equipment used by the Team not owned by the State will be reimbursed according to the interim period schedule.)

1. Response Vehicle
County - none
City - none

Support Vehicles (Only vehicles necessary for team response.)
County - Entire reimbursement for County vehicles
City - Entire reimbursement for City vehicles
2. Communications
County - none
City - none
3. Major Equipment
County - none
City - none
4. Minor Equipment (handtools, lanterns, etc.)
County - none
City - none
5. Expendable Supplies (Gloves, tape, decon supplies)
County - none
City - none
6. Personnel
County - County employees at \$35.00/hr
City - City employees at \$55.00/hr
7. Standby Costs (Call-back)
County - Entire reimbursement for County employees
City - Entire reimbursement for City employees

Jackie Weber
Meeting Date: **SEP 24 1992**

Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Regional Hazardous Materials Agreement

BCC Informal _____ (date) _____ BCC Formal _____ (date) _____

DEPARTMENT NON-DEPARTMENTAL DIVISION Emergency Management

CONTACT Penny Malmquist TELEPHONE 251-2466

PERSON(S) MAKING PRESENTATION Penny Malmquist

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 3 min

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

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

Intergovernmental Agreement between the State of Oregon, acting by and through the State Fire Marshal and the City of Gresham and Multnomah County for participation in the Regional Hazardous Materials Emergency Response Team.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

OC

DEPARTMENT MANAGER *[Signature]*

(All accompanying documents must have required signatures)

Sent Original IGA + Contracts to Penny Malmquist 9/30

BOARD OF
COUNTY COMMISSIONERS
1992 SEP 15 PM 4:52
MULTNOMAH COUNTY
OREGON



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 500133

MULTNOMAH COUNTY OREGON

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$10,000	CLASS II <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-2</u> DATE <u>9/25/92</u> <i>[Signature]</i> BOARD CLERK
---	---	---

Contact Person Penny Malmquist Phone 251-2466 Date 8-28-92

Department Non-Departmental Division Emergency Management Bldg/Room 313-110

Description of Contract Intergovernmental Agreement between the State of Oregon, acting by and through the State Fire Marshal and the City of Gresham/Multnomah County for participation in the Regional Hazardous Materials Emergency Response Team

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Fire Marshal's Office

Mailing Address 3000 Market Street Plaza, Suite 534
Salem Or 97310-0198

Phone 378-2885

Employer ID # or SS # _____

Effective Date Upon Signature (9-18-92)

Termination Date 6-30, 1993

Original Contract Amount \$ 468,189.30

Amount of Amendment \$ _____

Total Amount of Agreement \$ 468,189.30

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager *[Signature]*

Date 9/17/92

Purchasing Director (Class II Contracts Only) *[Signature]*

Date _____

County Counsel *[Signature]*

Date 9-17-92

County Chair/Sheriff Sharon Kelley

Date 9/25/92

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.											
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

Regional Hazardous Materials Emergency Response Team Agreement

REVIEWED:

On Behalf of the Multnomah County County Counsel

Dated this 17 day of September, 1992

Signature [Signature]
Printed Name Laurence Kressel
Title County Counsel
Address 1120 SW 5th, Rm 1530
City Portland, OR Zip 97204

On Behalf of Multnomah County

Dated this 24th day of September, 1992

Signature [Signature]
Printed Name Gladys McCoy
Title County Chair
Address 1120 SW 5th, Rm 1410
City Portland, OR Zip 97204

On Behalf of Multnomah County Sheriff's Office

Dated this _____ day of _____, 1992

Signature _____
Printed Name Robert G. Skipper
Title Sheriff
Address 12240 NE Glisan
City Portland, OR Zip 97230

On Behalf of _____

Dated this _____ day of _____, 1992

Signature _____
Printed Name _____
Title _____
Address _____
City _____ Zip _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 9-24-92
[Signature]
BOARD CLERK

REVIEWED:

On Behalf of Gresham City Attorney

Dated this 7 day of August, 1992

Signature Matthew R. Brune
Printed Name Thomas Sponsler
Title City Attorney
Address 515 NE Roberts
City Gresham, OR Zip 97030

On Behalf of Gresham City Manager

Dated this 11th day of August, 1992

Signature J. Michael Casey
Printed Name J. Michael Casey
Title City Manager
Address 1333 NW Eastman Parkway
City Gresham, OR Zip 97030

On Behalf of Gresham City Mayor

Dated this 12th day of August, 1992

Signature Gussie McRobert
Printed Name Gussie McRobert
Title Mayor
Address 1333 NW Eastman Parkway
City Gresham, OR Zip 97030

On Behalf of _____

Dated this _____ day of _____, 1992

Signature _____
Printed Name _____
Title _____
Address _____
City _____ Zip _____

Meeting Date: SEP 24 1992

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Exempt employee salary ordinance

BCC Informal 9/22/92 BCC Formal 9/24/92
(date) (date)

DEPARTMENT Nondepartmental DIVISION Employee Services

CONTACT Curtis Smith TELEPHONE 248-5015

PERSON(S) MAKING PRESENTATION Curtis Smith

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

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

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

Increase the salary ranges and the pay rates of employees covered by the Exempt Compensation Plan. This ordinance will cost an amount equivalent to 5% of the base salaries of all exempt employees. This cost includes the increased payroll costs due to increased salary rates. The money for this has been previously set aside.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Madys McCarty*

or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

ORDINANCE FACT SHEET

Ordinance Title: An ordinance relating to the salary ranges for
exempt employees.

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

Increase the salary ranges and the pay rates of employees covered by the Exempt Compensation Plan.

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

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

What is the fiscal impact, if any?

This ordinance will cost an amount equivalent to 5% of the base salaries of all exempt employees. This includes the increased payroll costs due to increased salary rates. The money for this has been previously set aside.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form:

Carla Smith

Planning & Budget Division (if fiscal impact):

David C. Warren

Department Manager/Elected Official:

Gladys McCoy

**HISTORICAL DATA
ACROSS THE BOARD SALARY INCREASES**

<u>Year</u>	<u>Local 88</u>	<u>Exempt</u>
1975	8.0%	8.0%
1976	12.0	12.0
1977	5.0	5.0
1978	6.5	6.0
1979	7.0	7.0
1980	10.0*	4.0
1981**	3.1	3.1
1982	3.0 + 2.0	3.0 + 2.0
1983	0.0	0.0
1984	4.0	4.0
1985	4.0	4.0
1986	3.0	3.0
1987	2.5	2.5
1988	3.2	3.0
1989	4.7***	4.7
1990	4.5	4.5
1991	0.0	0.0
 Total 1975 -91	 82.5	 75.8

- * Plus 44¢ for loss of paid lunch.
- ** Plus PERS pick-up of 6% for both groups.
- *** 4.374 plus prescription coverage.

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY, OREGON

3 ORDINANCE NO. 733

4
5 An ordinance relating to the salary ranges for exempt
6 employees and repealing Ordinance Nos. 709, 710 and 727, and
7 declaring an emergency.

8 MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

9 Section I. FINDINGS.

10 A. Multnomah County, Oregon, employs a variety of
11 individuals excluded from any collective bargaining agreement
12 referred to as "Exempt" employees.

13 B. It is the County's policy to establish an Exempt
14 Compensation Plan that provides such salaries as necessary for
15 the County to recruit, select, and retain qualified management,
16 supervisory, administrative and professional employees; that
17 recognizes employee performance, growth, and development; that
18 maintains an appropriate internal relationship among
19 classifications and employees based on job responsibilities,
20 qualifications, and authority; and that maintains parity
21 between equivalent exempt and non-exempt positions.

22 C. The Personnel Officer is responsible for
23 developing and recommending compensation plan adjustments to
24 the Multnomah County Board of Commissioners.

1 D. It is the desire of the Board that this Ordinance
2 be implemented after a single reading in order to treat exempt
3 employees similarly to non-exempt employees who receive salary
4 adjustments as soon as administratively possible after adoption
5 by the Board of the relevant collective bargaining agreements.

6 Section II. SPECIAL ADJUSTMENTS.

7 A number of salary ranges subject to collective
8 bargaining have received adjustments in addition to the general
9 cost of living increase. In the following cases, these special
10 adjustments have caused compression between the range of the
11 represented classification and the related exempt supervisory
12 classification. Each of the ranges listed below shall be
13 increased by 5.0%, effective June 30, 1992, but no incumbent's
14 salary shall be increased:

15 Corrections Counselor Supervisor

16 Juvenile Counselor Supervisor

17 Probation/Parole Supervisor

18 Section III. GENERAL ADJUSTMENTS.

19 A. The salary ranges of the exempt compensation plan
20 shall be increased by 4.21%, effective July 1, 1992. These
21 salary ranges are shown in Exhibit A to this Ordinance and are
22 hereby adopted.

23 B. Using the July 1, 1992, salary rates as a
24 computational base, the salary ranges of the exempt
25

1 compensation plan shall be increased by 3.0%, effective
2 April 1, 1993. These salary ranges are shown in Exhibit B to
3 this Ordinance and are hereby adopted.

4 Section IV. EFFECT ON EMPLOYEES.

5 A. With the exception of elected official's staff in
6 classifications marked with a triple asterisk (***), each
7 employee in a classification listed in Exhibit A shall have
8 his/her salary increased by 4.21%, effective July 1, 1992.

9 B. With the exception of elected official's staff in
10 classifications marked with a triple asterisk (***), each
11 employee in a classification listed in Exhibit B shall have
12 his/her salary increased by 3.0%, effective April 1, 1993.

13 Section V. ADOPTION.

14 This Ordinance, being necessary for the health,
15 safety, and general welfare of the people of Multnomah County,
16 an emergency is declared and the Ordinance shall take effect
17 upon its execution by the County Chair, pursuant to
18 Section 5.50 of the Charter of Multnomah County.

19 ADOPTED This 24th day of September,
20 1992, being the date of its first reading before the Board of
21 County Commissioners of Multnomah County, Oregon.

22
23
24 By Sharon Kelley
Gladys McCoy, Chair
MULTNOMAH COUNTY, OREGON

25
26 Laurence Kressel
Laurence Kressel, County Counsel
of Multnomah County, Oregon

EXHIBIT A
EXEMPT SALARY RANGES
EFFECTIVE JULY 1, 1992

Job Title	Min.	Annual Mid.	Max.
A & T Manager, Senior *	\$49,959	\$59,946	\$69,934
AA/EEO Officer *	\$41,081	\$49,306	\$57,531
Accounts Payable Supervisor	\$33,814	\$40,581	\$47,348
Administrative Analyst	\$27,830	\$33,400	\$38,949
Administrative Analyst, Senior	\$30,680	\$36,816	\$42,952
Administrative Services Officer	\$35,489	\$42,604	\$49,698
Adult Housing Administrator	\$33,814	\$40,581	\$47,348
Aging Services Branch Administrator	\$33,814	\$40,581	\$47,348
Aging Services Manager, Senior *	\$49,959	\$59,946	\$69,934
Aging Services Program Manager *	\$43,148	\$51,787	\$60,425
AIDS Program Manager *	\$41,081	\$49,306	\$57,531
Alcohol/Drug Administrator	\$39,123	\$46,956	\$54,789
Animal Care Supervisor	\$30,680	\$36,816	\$42,952
Animal Control Manager *	\$43,148	\$51,787	\$60,425
Animal Control Supervisor	\$30,680	\$36,816	\$42,952
Appraisal Supervisor, Commercial	\$30,680	\$36,816	\$42,952
Appraisal Supervisor, Personal Property	\$30,680	\$36,816	\$42,952
Appraisal Supervisor, Residential	\$30,680	\$36,816	\$42,952
Assessment Information Resources Manager	\$41,081	\$49,306	\$57,531
Assistant County Counsel 1 *	\$32,203	\$38,644	\$45,085
Assistant County Counsel 2 *	\$35,489	\$42,604	\$49,698
Assistant County Counsel, Chief *	\$47,565	\$57,096	\$66,604
Assistant County Counsel, Senior *	\$41,081	\$49,306	\$57,531
Benefits Administrator	\$37,273	\$44,737	\$52,178
Board of Equalization Admin.	\$27,830	\$33,400	\$38,949
Bridge Maintenance Administrator	\$35,489	\$42,604	\$49,698
Bridge Maintenance Supervisor	\$30,680	\$36,816	\$42,952
Bridge Operations Supervisor	\$20,758	\$24,914	\$29,070
Bridge Services Manager *	\$41,081	\$49,306	\$57,531
Business Services Administrator	\$37,273	\$44,737	\$52,178
Cable Telecommunications Admin.	\$37,273	\$44,737	\$52,178
Captain *	\$53,875	\$59,272	\$64,646
Captain, Corrections *	\$49,828	\$54,811	\$59,794
Cartography Supervisor	\$27,830	\$33,400	\$38,949
Case Management Supervisor	\$30,680	\$36,816	\$42,952
Cataloging Administrator	\$39,123	\$46,956	\$54,789
Chaplain *	\$26,481	\$31,790	\$37,099
Chief Appraiser, Commercial	\$37,273	\$44,737	\$52,178
Chief Appraiser, Residential	\$37,273	\$44,737	\$52,178
Chief Deputy/Sheriff's Office *	\$61,034	\$67,148	\$73,241
Childrens Clinical Services Admin.	\$37,273	\$44,737	\$52,178
Childrens M.H. Partner's Proj. Supv.	\$33,814	\$40,581	\$47,348
Circulation Administrator	\$30,680	\$36,816	\$42,952
Civil Process Supervisor	\$29,222	\$35,076	\$40,907
Clinical Supervisor	\$44,737	\$48,457	\$52,178
Community Corr. Program Services Mgr *	\$41,081	\$49,306	\$57,531
Community Corr. Spec. Programs Mgr *	\$43,148	\$51,787	\$60,425
Community Corr. Program Administrator	\$35,489	\$42,604	\$49,698
Community Services Administrator	\$35,489	\$42,604	\$49,698

Computer Operations Administrator	\$33,814	\$40,581	\$47,348
Construction Projects Administrator	\$39,123	\$46,956	\$54,789
Contracts Administrator	\$33,814	\$40,581	\$47,348
Co-Principal Investigator	\$47,565	\$57,096	\$65,952
Corrections Counselor Supervisor	\$33,814	\$40,581	\$47,348
Corrections Health Manager *	\$41,081	\$49,306	\$57,531
County Counsel *	\$57,574	\$69,107	\$80,617
County Surveyor *	\$35,489	\$42,604	\$49,698
Data Analyst, Senior	\$30,680	\$36,816	\$42,952
Data Base Administrator	\$37,273	\$44,737	\$52,178
Data Systems Administrator	\$33,814	\$40,581	\$47,348
Data Systems Manager *	\$37,273	\$44,737	\$52,178
Dental Health Officer *	\$47,565	\$57,096	\$66,604
Dentist **	\$44,737	\$48,457	\$52,178
Dentist, Senior	\$49,306	\$53,418	\$57,531
Director, Community Corrections *	\$57,574	\$69,107	\$80,617
Director, Environmental Services *	\$57,574	\$69,107	\$80,617
Director, Social Services *	\$57,574	\$69,107	\$80,617
Director, Health Department *	\$57,574	\$69,107	\$80,617
Deputy Director, D.E.S. *	\$43,148	\$51,787	\$60,425
Deputy Director, Library *	\$49,959	\$59,946	\$69,934
Deputy District Attorney/Chief *	\$49,959	\$59,946	\$69,934
Deputy District Attorney/1st Asst */***	\$0	\$0	\$0
Deputy Medical Examiner, Chief *	\$41,081	\$49,306	\$57,531
Developmental Disabilities Admin.	\$33,814	\$40,581	\$47,348
Developmental Disabilities Manager *	\$41,081	\$49,306	\$57,531
Direct Clinical Services Supervisor	\$33,814	\$40,581	\$47,348
Distribution Supervisor	\$26,481	\$31,790	\$37,099
District Attorney Investigator/Chief	\$29,222	\$35,076	\$40,907
District Attorney's Operations Manager *	\$33,814	\$40,581	\$47,348
Elections Administrator	\$32,203	\$38,644	\$45,085
Elections Manager *	\$43,148	\$51,787	\$60,425
Emergency Management Administrator	\$35,489	\$42,604	\$49,698
Emergency Medical Services Admin.	\$37,273	\$44,737	\$52,178
Employee Services Manager *	\$43,148	\$51,787	\$60,425
Employee Services Specialist 1	\$26,481	\$31,790	\$37,099
Employee Services Specialist 2	\$30,680	\$36,816	\$42,952
Employee Services Specialist, Senior	\$32,203	\$38,644	\$45,085
Engineering Services Administrator	\$33,814	\$40,581	\$47,348
Engineering Services Manager *	\$41,081	\$49,306	\$57,531
Environmental Health Administrator	\$37,273	\$44,737	\$52,178
Executive Assistant */***	\$0	\$0	\$0
Executive Assistant/Sheriff's Office *	\$43,148	\$51,787	\$60,425
Expo Manager *	\$43,148	\$51,787	\$60,425
Expo Operations Supervisor	\$30,680	\$36,816	\$42,952
Facilities Building Manager *	\$37,273	\$44,737	\$52,178
Facilities Building Supervisor	\$30,680	\$36,816	\$42,952
Facilities Coordinator	\$25,240	\$30,289	\$35,337
Facilities Environmental Coord.	\$32,203	\$38,644	\$45,085
Facilities Maintenance Manager *	\$41,081	\$49,306	\$57,531
Facilities Maintenance Supervisor	\$32,203	\$38,644	\$45,085
Facilities Manager, Senior *	\$47,565	\$57,096	\$66,604
Facilities Refurbishment Manager *	\$37,273	\$44,737	\$52,178
Fair/Expo Administrator	\$30,680	\$36,816	\$42,952
Family Services Manager *	\$41,081	\$49,306	\$57,531

Finance Manager *	\$43,148	\$51,787	\$60,425
Fiscal Specialist, D.H.S.	\$30,680	\$36,816	\$42,952
Fiscal Specialist, Senior	\$30,680	\$36,816	\$42,952
Fiscal Specialist Supervisor	\$33,814	\$40,581	\$47,348
Fleet & Support Services Manager *	\$43,148	\$51,787	\$60,425
Fleet Maintenance Supervisor	\$32,203	\$38,644	\$45,085
General Accounting Administrator	\$37,273	\$44,737	\$52,178
Geographic Information Records Manager *	\$41,081	\$49,306	\$57,531
Health Officer *	\$63,493	\$76,200	\$88,886
Health Officer, Assistant	\$57,574	\$69,107	\$80,617
Health Operations Supervisor	\$25,240	\$30,289	\$35,337
Health Services Administrator	\$35,489	\$42,604	\$49,698
Health Services Manager *	\$43,148	\$51,787	\$60,425
Health Services Manager, Assistant *	\$37,273	\$44,737	\$52,178
Health Supply Administrator	\$26,481	\$31,790	\$37,099
Housing & Community Services Manager *	\$45,324	\$54,398	\$63,449
Housing & Community Services Prog Admin	\$35,489	\$42,604	\$49,698
Information Services Manager, Senior *	\$47,565	\$57,096	\$66,604
Information Systems Manager *	\$41,081	\$49,306	\$57,531
Inmate Programs Manager *	\$45,324	\$54,398	\$63,449
Juvenile Counseling Services Manager *	\$41,081	\$49,306	\$57,531
Juvenile Counselor Supervisor	\$33,814	\$40,581	\$47,348
Juvenile Detention Manager *	\$41,081	\$49,306	\$57,531
Juvenile Justice Manager, Senior *	\$47,565	\$57,096	\$66,604
Juvenile Justice Program Manager *	\$37,273	\$44,737	\$52,178
Juvenile Justice Program Supervisor	\$32,203	\$38,644	\$45,085
Labor Relations Manager *	\$41,081	\$49,306	\$57,531
Labor Relations Manager, Deputy *	\$39,123	\$46,956	\$54,789
Labor Relations Specialist	\$26,481	\$31,790	\$37,099
Laboratory Administrator	\$35,489	\$42,604	\$49,698
Laundry Supervisor	\$25,240	\$30,289	\$35,337
Law Clerk *	\$25,240	\$30,289	\$35,337
Legislative/Admin Secretary */***	\$0	\$0	\$0
Library Administrator/Branch	\$37,273	\$44,737	\$52,178
Library Administrator/Central	\$37,273	\$44,737	\$52,178
Library Automated Systems Administrator	\$39,123	\$46,956	\$54,789
Library Director *	\$57,574	\$69,107	\$80,617
Library Manager/Branch	\$41,081	\$49,306	\$57,531
Library Manager/Central	\$41,081	\$49,306	\$57,531
Library Manager, Senior *	\$45,324	\$54,398	\$63,449
Library Supervising Secretary	\$22,891	\$27,460	\$32,029
Library Supervisor/Branch	\$30,680	\$36,816	\$42,952
Library Supervisor/Central	\$30,680	\$36,816	\$42,952
Library Support Services Administrator *	\$37,273	\$44,737	\$52,178
Library Technical Supervisor	\$26,481	\$31,790	\$37,099
Library Youth Services Coordinator *	\$39,123	\$46,956	\$54,789
Lieutenant *	\$50,350	\$55,399	\$60,425
Lieutenant, Corrections *	\$46,564	\$51,221	\$55,877
Litigation Counsel *	\$45,324	\$54,398	\$63,449
Loss Control Specialist	\$29,222	\$35,076	\$40,907
Major *	\$55,486	\$61,034	\$66,583
Major, Corrections *	\$53,310	\$58,641	\$63,972
Management Asst., Community Corrections	\$37,273	\$44,737	\$52,178
Management Asst., Social Services	\$37,273	\$44,737	\$52,178
Management Auditor 1 *	\$25,240	\$30,289	\$35,337

Management Auditor 2 *	\$27,830	\$33,400	\$38,949
Management Auditor, Senior *	\$30,680	\$36,816	\$42,952
MCSO Personnel Administrator *	\$37,273	\$44,737	\$52,178
MCSO Planning & Fiscal Admin. *	\$37,273	\$44,737	\$52,178
Mental/Emotional Disabilities Manager *	\$41,081	\$49,306	\$57,531
Network Operations Administrator	\$33,814	\$40,581	\$47,348
Office Automation Administrator	\$37,273	\$44,737	\$52,178
Office Manager/County Counsel	\$27,830	\$33,400	\$38,949
Operations Administrator	\$30,680	\$36,816	\$42,952
Operations Supervisor	\$25,240	\$30,289	\$35,337
Operations/Telecommunications Manager *	\$41,081	\$49,306	\$57,531
Outreach Services Supervisor	\$30,680	\$36,816	\$42,952
Parks Maintenance Supervisor	\$32,203	\$38,644	\$45,085
Parks Manager *	\$43,148	\$51,787	\$60,425
Payroll Supervisor	\$33,814	\$40,581	\$47,348
Pharmacist	\$38,644	\$41,864	\$45,085
Pharmacist Supervisor	\$42,604	\$46,151	\$49,698
Physician **	\$52,461	\$62,949	\$73,437
Planning Manager *	\$43,148	\$51,787	\$60,425
Planning/Budget Administrator	\$35,489	\$42,604	\$49,698
Planning/Budget Manager *	\$43,148	\$51,787	\$60,425
Planning/Budget Specialist	\$29,222	\$35,076	\$40,907
Probation/Parole Branch Manager *	\$41,081	\$49,306	\$57,531
Probation/Parole Services Mgr, Senior *	\$47,565	\$57,096	\$66,604
Probation/Parole Supervisor	\$33,814	\$40,581	\$47,348
Program Development Specialist, Senior	\$32,203	\$38,644	\$45,085
Property Management Supervisor	\$30,680	\$36,816	\$42,952
Public Guardian	\$35,489	\$42,604	\$49,698
Public Relations Coordinator *	\$37,273	\$44,737	\$52,178
Purchasing Manager *	\$39,123	\$46,956	\$54,789
Purchasing Specialist Supervisor	\$32,203	\$38,644	\$45,085
Records Administrator	\$35,489	\$42,604	\$49,698
Regional Drug Initiative Prog. Supv.	\$32,203	\$38,644	\$45,085
Regional Park Supervisor	\$29,222	\$35,076	\$40,907
Risk Manager *	\$39,123	\$46,956	\$54,789
Road Maintenance Manager *	\$41,081	\$49,306	\$57,531
Road Maintenance Supervisor	\$29,222	\$35,076	\$40,907
Safety Specialist/Transportation	\$29,222	\$35,076	\$40,907
Selection and Acquisition Administrator	\$39,123	\$46,956	\$54,789
Sheriff	\$57,574	\$69,107	\$80,617
Sheriff's Operations Administrator	\$30,680	\$36,816	\$42,952
Social Services Manager, Assistant *	\$39,123	\$46,956	\$54,789
Social Services Manager, Senior *	\$49,959	\$59,946	\$69,934
Stack Services Supervisor	\$26,481	\$31,790	\$37,099
Staff Assistant */***	\$0	\$0	\$0
Staff Assistant/Sheriff's Office *	\$30,680	\$36,816	\$42,952
Systems Administrator	\$37,273	\$44,737	\$52,178
Tax Collection Manager *	\$41,081	\$49,306	\$57,531
Technical Support Manager *	\$41,081	\$49,306	\$57,531
Telecommunications Administrator	\$37,273	\$44,737	\$52,178
Traffic Aids Manager *	\$41,081	\$49,306	\$57,531
Traffic Aids Supervisor	\$29,222	\$35,076	\$40,907
Transportation Manager, Senior *	\$49,959	\$59,946	\$69,934
Transportation Support Services Manager	\$39,123	\$46,956	\$54,789
Transportation Planning Administrator	\$33,814	\$40,581	\$47,348

Treasury Administrator	\$37,273	\$44,737	\$52,178
Undersheriff *	\$61,034	\$67,148	\$73,241
Valuation Manager *	\$45,324	\$54,398	\$63,449
Victim Services Administrator	\$33,814	\$40,581	\$47,348
Volunteer Program & Bookstore Admin.	\$37,273	\$44,737	\$52,178
Worker's Compensation Specialist	\$29,222	\$35,076	\$40,907
Youth Librarian/Branch Supervisor	\$32,203	\$38,644	\$45,085
Youth Services Administrator	\$37,273	\$44,737	\$52,178

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

** Premium pay up to 10% over base salary when physician is assigned extra responsibilities for medical program and when physician or dentist is assigned to one of the correctional facilities.

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

Rev. 09/16/92

EXHIBIT B
EXEMPT SALARY RANGES
EFFECTIVE APRIL 1, 1993

Job Title	Min.	Annual Mid.	Max.
A & T Manager, Senior *	\$51,458	\$61,744	\$72,032
AA/EEO Officer *	\$42,313	\$50,785	\$59,257
Accounts Payable Supervisor	\$34,828	\$41,798	\$48,768
Administrative Analyst	\$28,665	\$34,402	\$40,117
Administrative Analyst, Senior	\$31,600	\$37,920	\$44,241
Administrative Services Officer	\$36,554	\$43,882	\$51,189
Adult Housing Administrator	\$34,828	\$41,798	\$48,768
Aging Services Branch Administrator	\$34,828	\$41,798	\$48,768
Aging Services Manager, Senior *	\$51,458	\$61,744	\$72,032
Aging Services Program Manager *	\$44,442	\$53,341	\$62,238
AIDS Program Manager *	\$42,313	\$50,785	\$59,257
Alcohol/Drug Administrator	\$40,297	\$48,365	\$56,433
Animal Care Supervisor	\$31,600	\$37,920	\$44,241
Animal Control Manager *	\$44,442	\$53,341	\$62,238
Animal Control Supervisor	\$31,600	\$37,920	\$44,241
Appraisal Supervisor, Commercial	\$31,600	\$37,920	\$44,241
Appraisal Supervisor, Personal Property	\$31,600	\$37,920	\$44,241
Appraisal Supervisor, Residential	\$31,600	\$37,920	\$44,241
Assessment Information Resources Manager	\$42,313	\$50,785	\$59,257
Assistant County Counsel 1 *	\$33,169	\$39,803	\$46,438
Assistant County Counsel 2 *	\$36,554	\$43,882	\$51,189
Assistant County Counsel, Chief *	\$48,992	\$58,809	\$68,602
Assistant County Counsel, Senior *	\$42,313	\$50,785	\$59,257
Benefits Administrator	\$38,391	\$46,079	\$53,743
Board of Equalization Admin.	\$28,665	\$34,402	\$40,117
Bridge Maintenance Administrator	\$36,554	\$43,882	\$51,189
Bridge Maintenance Supervisor	\$31,600	\$37,920	\$44,241
Bridge Operations Supervisor	\$21,381	\$25,661	\$29,942
Bridge Services Manager *	\$42,313	\$50,785	\$59,257
Business Services Administrator	\$38,391	\$46,079	\$53,743
Cable Telecommunications Admin.	\$38,391	\$46,079	\$53,743
Captain *	\$55,491	\$61,050	\$66,585
Captain, Corrections *	\$51,323	\$56,455	\$61,588
Cartography Supervisor	\$28,665	\$34,402	\$40,117
Case Management Supervisor	\$31,600	\$37,920	\$44,241
Cataloging Administrator	\$40,297	\$48,365	\$56,433
Chaplain *	\$27,275	\$32,744	\$38,212
Chief Appraiser, Commercial	\$38,391	\$46,079	\$53,743
Chief Appraiser, Residential	\$38,391	\$46,079	\$53,743
Chief Deputy/Sheriff's Office *	\$62,865	\$69,162	\$75,438
Childrens Clinical Services Admin.	\$38,391	\$46,079	\$53,743
Childrens M.H. Partner's Proj. Supv.	\$34,828	\$41,798	\$48,768
Circulation Administrator	\$31,600	\$37,920	\$44,241
Civil Process Supervisor	\$30,099	\$36,128	\$42,134
Clinical Supervisor	\$46,079	\$49,911	\$53,743
Community Corr. Program Services Mgr *	\$42,313	\$50,785	\$59,257
Community Corr. Spec. Programs Mgr *	\$44,442	\$53,341	\$62,238
Community Corr. Program Administrator	\$36,554	\$43,882	\$51,189
Community Services Administrator	\$36,554	\$43,882	\$51,189

Computer Operations Administrator	\$34,828	\$41,798	\$48,768
Construction Projects Administrator	\$40,297	\$48,365	\$56,433
Contracts Administrator	\$34,828	\$41,798	\$48,768
Co-Principal Investigator	\$48,992	\$58,809	\$67,931
Corrections Counselor Supervisor	\$34,828	\$41,798	\$48,768
Corrections Health Manager *	\$42,313	\$50,785	\$59,257
County Counsel *	\$59,301	\$71,180	\$83,036
County Surveyor *	\$36,554	\$43,882	\$51,189
Data Analyst, Senior	\$31,600	\$37,920	\$44,241
Data Base Administrator	\$38,391	\$46,079	\$53,743
Data Systems Administrator	\$34,828	\$41,798	\$48,768
Data Systems Manager *	\$38,391	\$46,079	\$53,743
Dental Health Officer *	\$48,992	\$58,809	\$68,602
Dentist **	\$46,079	\$49,911	\$53,743
Dentist, Senior	\$50,785	\$55,021	\$59,257
Director, Community Corrections *	\$59,301	\$71,180	\$83,036
Director, Environmental Services *	\$59,301	\$71,180	\$83,036
Director, Social Services *	\$59,301	\$71,180	\$83,036
Director, Health Department *	\$59,301	\$71,180	\$83,036
Deputy Director, D.E.S. *	\$44,442	\$53,341	\$62,238
Deputy Director, Library *	\$51,458	\$61,744	\$72,032
Deputy District Attorney/Chief *	\$51,458	\$61,744	\$72,032
Deputy District Attorney/1st Asst */***	\$0	\$0	\$0
Deputy Medical Examiner, Chief *	\$42,313	\$50,785	\$59,257
Developmental Disabilities Admin.	\$34,828	\$41,798	\$48,768
Developmental Disabilities Manager *	\$42,313	\$50,785	\$59,257
Direct Clinical Services Supervisor	\$34,828	\$41,798	\$48,768
Distribution Supervisor	\$27,275	\$32,744	\$38,212
District Attorney Investigator/Chief	\$30,099	\$36,128	\$42,134
District Attorney's Operations Manager *	\$34,828	\$41,798	\$48,768
Elections Administrator	\$33,169	\$39,803	\$46,438
Elections Manager *	\$44,442	\$53,341	\$62,238
Emergency Management Administrator	\$36,554	\$43,882	\$51,189
Emergency Medical Services Admin.	\$38,391	\$46,079	\$53,743
Employee Services Manager *	\$44,442	\$53,341	\$62,238
Employee Services Specialist 1	\$27,275	\$32,744	\$38,212
Employee Services Specialist 2	\$31,600	\$37,920	\$44,241
Employee Services Specialist, Senior	\$33,169	\$39,803	\$46,438
Engineering Services Administrator	\$34,828	\$41,798	\$48,768
Engineering Services Manager *	\$42,313	\$50,785	\$59,257
Environmental Health Administrator	\$38,391	\$46,079	\$53,743
Executive Assistant */***	\$0	\$0	\$0
Executive Assistant/Sheriff's Office *	\$44,442	\$53,341	\$62,238
Expo Manager *	\$44,442	\$53,341	\$62,238
Expo Operations Supervisor	\$31,600	\$37,920	\$44,241
Facilities Building Manager *	\$38,391	\$46,079	\$53,743
Facilities Building Supervisor	\$31,600	\$37,920	\$44,241
Facilities Coordinator	\$25,997	\$31,198	\$36,397
Facilities Environmental Coord.	\$33,169	\$39,803	\$46,438
Facilities Maintenance Manager *	\$42,313	\$50,785	\$59,257
Facilities Maintenance Supervisor	\$33,169	\$39,803	\$46,438
Facilities Manager, Senior *	\$48,992	\$58,809	\$68,602
Facilities Refurbishment Manager *	\$38,391	\$46,079	\$53,743
Fair/Expo Administrator	\$31,600	\$37,920	\$44,241
Family Services Manager *	\$42,313	\$50,785	\$59,257

Finance Manager *	\$44,442	\$53,341	\$62,238
Fiscal Specialist, D.H.S.	\$31,600	\$37,920	\$44,241
Fiscal Specialist, Senior	\$31,600	\$37,920	\$44,241
Fiscal Specialist Supervisor	\$34,828	\$41,798	\$48,768
Fleet & Support Services Manager *	\$44,442	\$53,341	\$62,238
Fleet Maintenance Supervisor	\$33,169	\$39,803	\$46,438
General Accounting Administrator	\$38,391	\$46,079	\$53,743
Geographic Information Records Manager *	\$42,313	\$50,785	\$59,257
Health Officer *	\$65,398	\$78,486	\$91,553
Health Officer, Assistant	\$59,301	\$71,180	\$83,036
Health Operations Supervisor	\$25,997	\$31,198	\$36,397
Health Services Administrator	\$36,554	\$43,882	\$51,189
Health Services Manager *	\$44,442	\$53,341	\$62,238
Health Services Manager, Assistant *	\$38,391	\$46,079	\$53,743
Health Supply Administrator	\$27,275	\$32,744	\$38,212
Housing & Community Services Manager *	\$46,684	\$56,030	\$65,352
Housing & Community Services Prog Admin	\$36,554	\$43,882	\$51,189
Information Services Manager, Senior *	\$48,992	\$58,809	\$68,602
Information Systems Manager *	\$42,313	\$50,785	\$59,257
Inmate Programs Manager *	\$46,684	\$56,030	\$65,352
Juvenile Counseling Services Manager *	\$42,313	\$50,785	\$59,257
Juvenile Counselor Supervisor	\$34,828	\$41,798	\$48,768
Juvenile Detention Manager *	\$42,313	\$50,785	\$59,257
Juvenile Justice Manager, Senior *	\$48,992	\$58,809	\$68,602
Juvenile Justice Program Manager *	\$38,391	\$46,079	\$53,743
Juvenile Justice Program Supervisor	\$33,169	\$39,803	\$46,438
Labor Relations Manager *	\$42,313	\$50,785	\$59,257
Labor Relations Manager, Deputy *	\$40,297	\$48,365	\$56,433
Labor Relations Specialist	\$27,275	\$32,744	\$38,212
Laboratory Administrator	\$36,554	\$43,882	\$51,189
Laundry Supervisor	\$25,997	\$31,198	\$36,397
Law Clerk *	\$25,997	\$31,198	\$36,397
Legislative/Admin Secretary */***	\$0	\$0	\$0
Library Administrator/Branch	\$38,391	\$46,079	\$53,743
Library Administrator/Central	\$38,391	\$46,079	\$53,743
Library Automated Systems Administrator	\$40,297	\$48,365	\$56,433
Library Director *	\$59,301	\$71,180	\$83,036
Library Manager/Branch	\$42,313	\$50,785	\$59,257
Library Manager/Central	\$42,313	\$50,785	\$59,257
Library Manager, Senior *	\$46,684	\$56,030	\$65,352
Library Supervising Secretary	\$23,578	\$28,284	\$32,990
Library Supervisor/Branch	\$31,600	\$37,920	\$44,241
Library Supervisor/Central	\$31,600	\$37,920	\$44,241
Library Support Services Administrator *	\$38,391	\$46,079	\$53,743
Library Technical Supervisor	\$27,275	\$32,744	\$38,212
Library Youth Services Coordinator *	\$40,297	\$48,365	\$56,433
Lieutenant *	\$51,861	\$57,061	\$62,238
Lieutenant, Corrections *	\$47,961	\$52,758	\$57,553
Litigation Counsel *	\$46,684	\$56,030	\$65,352
Loss Control Specialist	\$30,099	\$36,128	\$42,134
Major *	\$57,151	\$62,865	\$68,580
Major, Corrections *	\$54,909	\$60,400	\$65,891
Management Asst., Community Corrections	\$38,391	\$46,079	\$53,743
Management Asst., Social Services	\$38,391	\$46,079	\$53,743
Management Auditor 1 *	\$25,997	\$31,198	\$36,397

Management Auditor 2 *	\$28,665	\$34,402	\$40,117
Management Auditor, Senior *	\$31,600	\$37,920	\$44,241
MCSO Personnel Administrator *	\$38,391	\$46,079	\$53,743
MCSO Planning & Fiscal Admin. *	\$38,391	\$46,079	\$53,743
Mental/Emotional Disabilities Manager *	\$42,313	\$50,785	\$59,257
Network Operations Administrator	\$34,828	\$41,798	\$48,768
Office Automation Administrator	\$38,391	\$46,079	\$53,743
Office Manager/County Counsel	\$28,665	\$34,402	\$40,117
Operations Administrator	\$31,600	\$37,920	\$44,241
Operations Supervisor	\$25,997	\$31,198	\$36,397
Operations/Telecommunications Manager *	\$42,313	\$50,785	\$59,257
Outreach Services Supervisor	\$31,600	\$37,920	\$44,241
Parks Maintenance Supervisor	\$33,169	\$39,803	\$46,438
Parks Manager *	\$44,442	\$53,341	\$62,238
Payroll Supervisor	\$34,828	\$41,798	\$48,768
Pharmacist	\$39,803	\$43,120	\$46,438
Pharmacist Supervisor	\$43,882	\$47,536	\$51,189
Physician **	\$54,035	\$64,837	\$75,640
Planning Manager *	\$44,442	\$53,341	\$62,238
Planning/Budget Administrator	\$36,554	\$43,882	\$51,189
Planning/Budget Manager *	\$44,442	\$53,341	\$62,238
Planning/Budget Specialist	\$30,099	\$36,128	\$42,134
Probation/Parole Branch Manager *	\$42,313	\$50,785	\$59,257
Probation/Parole Services Mgr, Senior *	\$48,992	\$58,809	\$68,602
Probation/Parole Supervisor	\$34,828	\$41,798	\$48,768
Program Development Specialist, Senior	\$33,169	\$39,803	\$46,438
Property Management Supervisor	\$31,600	\$37,920	\$44,241
Public Guardian	\$36,554	\$43,882	\$51,189
Public Relations Coordinator *	\$38,391	\$46,079	\$53,743
Purchasing Manager *	\$40,297	\$48,365	\$56,433
Purchasing Specialist Supervisor	\$33,169	\$39,803	\$46,438
Records Administrator	\$36,554	\$43,882	\$51,189
Regional Drug Initiative Prog. Supv.	\$33,169	\$39,803	\$46,438
Regional Park Supervisor	\$30,099	\$36,128	\$42,134
Risk Manager *	\$40,297	\$48,365	\$56,433
Road Maintenance Manager *	\$42,313	\$50,785	\$59,257
Road Maintenance Supervisor	\$30,099	\$36,128	\$42,134
Safety Specialist/Transportation	\$30,099	\$36,128	\$42,134
Selection and Acquisition Administrator	\$40,297	\$48,365	\$56,433
Sheriff	\$59,301	\$71,180	\$83,036
Sheriff's Operations Administrator	\$31,600	\$37,920	\$44,241
Social Services Manager, Assistant *	\$40,297	\$48,365	\$56,433
Social Services Manager, Senior *	\$51,458	\$61,744	\$72,032
Stack Services Supervisor	\$27,275	\$32,744	\$38,212
Staff Assistant */***	\$0	\$0	\$0
Staff Assistant/Sheriff's Office *	\$31,600	\$37,920	\$44,241
Systems Administrator	\$38,391	\$46,079	\$53,743
Tax Collection Manager *	\$42,313	\$50,785	\$59,257
Technical Support Manager *	\$42,313	\$50,785	\$59,257
Telecommunications Administrator	\$38,391	\$46,079	\$53,743
Traffic Aids Manager *	\$42,313	\$50,785	\$59,257
Traffic Aids Supervisor	\$30,099	\$36,128	\$42,134
Transportation Manager, Senior *	\$51,458	\$61,744	\$72,032
Transportation Support Services Manager	\$40,297	\$48,365	\$56,433
Transportation Planning Administrator	\$34,828	\$41,798	\$48,768

Treasury Administrator	\$38,391	\$46,079	\$53,743
Undersheriff *	\$62,865	\$69,162	\$75,438
Valuation Manager *	\$46,684	\$56,030	\$65,352
Victim Services Administrator	\$34,828	\$41,798	\$48,768
Volunteer Program & Bookstore Admin.	\$38,391	\$46,079	\$53,743
Worker's Compensation Specialist	\$30,099	\$36,128	\$42,134
Youth Librarian/Branch Supervisor	\$33,169	\$39,803	\$46,438
Youth Services Administrator	\$38,391	\$46,079	\$53,743

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

** Premium pay up to 10% over base salary when physician is assigned extra responsibilities for medical program and when physician or dentist is assigned to one of the correctional facilities.

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

Rev. 09/16/92

SEP 24 1992

Meeting Date: _____

Agenda No.: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH OREGON DEPT. OF CORRECTIONS/BUD MOD

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT COMMUNITY CORRECTIONS DIVISION FIELD SERVICES

CONTACT CARY HARKAWAY TELEPHONE 248-3039

PERSON(S) MAKING PRESENTATION CARY HARKAWAY

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 MINUTES

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

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

IGA WITH DOC WILL CONTINUE OUR PARTICIPATION IN A FEDERALLY FUNDED PAROLE TRANSITION PROJECT, AND PROVIDE \$49,477 FROM THE OFFICE OF TREATMENT IMPROVEMENT, THROUGH DOC, TO COVER OUR COSTS.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER M. Tamara Hold

(All accompanying documents must have required signatures)

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 SEP 11 PM 3:38

Sent Original OBA & Contacts to Stephen LaMarche 9/30



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 900343
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>9/25/92</u></p> <hr/> <p style="text-align: center;">BOARD CLERK</p>
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Department Community Corrections Division Diag/Prog Dev Div Date 9/03/92

Contract Originator Stephen LaMarche Phone 3992 Bldg/Room 101/811

Administrative Contact _____ Phone _____ Bldg/Room _____

Description of Contract County to conduct a comprehensive program for serving high-risk drug-involved parolees and probationers in agreement with Oregon Department of Corrections.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Department of Corrections
 Mailing Address 2575 Center St., N.E.
Salem, OR 97310
 Phone 378-880
 Employer ID# or SS# _____
 Effective Date 7/01/92
 Termination Date 12/31/93
 Original Contract Amount \$ 79,163
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 79,163.

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ costs Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager *M. Tamara Holdy*

Purchasing Director (Class II Contracts Only) _____

County Counsel *Reginald W. ...*

County Chair / Sheriff *Marion Kelly*

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

Encumber: Yes No

Date 9-9-92

Date _____

Date 9-10-92

Date 9/25/92

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.	<u>156</u>	<u>021</u>	<u>2214</u>			<u>2111</u>				<u>79,163</u>	
02.											
03.											

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

Letter of Agreement
Between
Oregon Department of Corrections
and
Multnomah County Department of Community Corrections

- I. Authority: Pursuant to ORS 144.060, 144.104 and 423.020 this agreement is entered into between the Department of Corrections and Multnomah County Department of Community Corrections.
- II. Purpose: The purpose of this agreement is to subcontract federal grant funds with Multnomah County Department of Community Corrections for a Transition Program for Parolees and Probationers.
- III. Applicability: This agreement applies to the Department of Corrections and Multnomah County Department of Community Corrections.
- IV. Policy: This agreement relates to a time-limited demonstration project that is to be conducted by Multnomah County Department of Community Corrections for the dates specified below.
- V. Primary Liaisons: (1) Department of Corrections Alcohol and Drug Services Manager will be the primary liaison for the Department of Corrections to Multnomah County Department of Community Corrections. (2) The North Portland Branch Manager or other person Designated by the Director of the Multnomah County Department of Community Corrections will be the primary liaison for the County to the Department of Corrections.
- VI. Procedures:
 - A. The Department of Corrections:
 1. Will provide up to \$79,163 of grant funds (subject to the availability of those funds) from the Office For Treatment Improvement through the Oregon Department of Human Resources to Multnomah County Department of Community Corrections to conduct a Transition Program for Parolees and Probationers.
 - B. Multnomah County Department of Community Corrections:
 1. Will conduct a Transition Program for Parolees and Probationers in Multnomah County as described in the Department's application to the Office for Treatment

Improvement titled "A Model Comprehensive Program for Serving High-Risk, Drug-Involved Parolees and Probationers", dated June 6, 1990; and modified in the continuation grant request dated May 11, 1992.

2. Will request funds from the Department of Corrections for the legitimate costs of this Project as identified in Section VI A2 above.
3. Will provide a monthly report on Project progress to the Primary Liaison for the Department of Corrections.
4. Will comply with all federal grant requirements.

VII. Implementation.

- A. This agreement will become effective on July 1, 1992 and continue through December 31, 1993.
- B. This agreement may be extended for a period of up to a total of one year subject to funding provided by the Office For Treatment Improvement.
- C. Amendments to this agreement may be made at any time upon mutual agreement in writing by both parties.

Frank A. Hall, Director
Department of Corrections

M. Tamara Holden

Tamara Holden, Director
Multnomah Co. Dept. of Community Corrections

Date

9-1-92

Date

Sharon Kelley for
Gladys McCoy, County Chair

September 24, 1992
Date

REVIEWED:

LAWRENCE KRESSEL, County Counsel for Multnomah County, Oregon

BY [Signature]

9-10-92
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 9-24-92
[Signature]
BOARD CLERK

OREGON

DEPARTMENT OF CORRECTIONS



Administration & Planning Branch

2575 Center Street NE
Salem, OR 97310
Phone (503) 373-7085

September 4, 1992

Cary Harkaway
Multnomah County Department of
Community Corrections
421 S. W. 5th, Suite 600
Portland, OR 97204

Re: 1992-93 Letter of Agreement to Subcontract federal grant funds for a Transition Program for Parolees and Probationers.

Dear Cary:

This note is to confirm our mutual understanding that while the Letter of Agreement shows a term of 7/1/92 through 12/31/93, actual expenditure of funds by Multnomah County under this particular Letter of Agreement will occur from 9/1/92 through 12/31/93. A previous Letter of Agreement covers costs of the program from 7/1/92 through 8/31/92.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gary Field".

Gary Field, Ph. D.
Alcohol and Drug Services Manager

GF: pd

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Community Corrections
 CONTACT Cary Harkaway
 * NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

DIVISION Field Services
 TELEPHONE 248-3701
Cary Harkaway

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

A Budget Modification increase Field Services Budget by \$49,477 in Federal OTI (Transition Program for Parolees and Probationers) revenues and reducing State CCA Field Allocation revenues by the same amount.

(ESTIMATED TIME NEEDED ON THE AGENDA)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

This modification would increase Field Services Division's budget by \$49,477 in Federal OTI revenues and decrease the same amount in CCA Field Services Allocation revenues. The OTI grant is a continuation of the Transition Program for Parolees and Probationers and covers the period from September 1, 1992 through December 31, 1993. The reduction in Field Service Allocation revenues is based on projected shortfall in FY 92-93.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Federal OTI grant \$49,477
 Field Services Allocation (\$49,477)
\$0

MULTNOMAH COUNTY
 BOARD OF
 COUNTY COMMISSIONERS
 1992 SEP 11 PM 3:38
 OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____) \$ _____
 Date _____
 After this modification \$ _____

Originated By <i>[Signature]</i>	Date <u>8 Sept 92</u>	Department Director <i>[Signature]</i>	Date <u>9-9-92</u>
Plan/Budget Analyst <i>[Signature]</i>	Date <u>9/10/92</u>	Employee Services	Date
Board Approval <i>[Signature]</i>	Date <u>9-21-92</u>		

Sent to Mark Murray 9/30.

BUDGET MODIFICATION NO.

DES #6

(For Clerk's Use) Meeting Date SEP 24 1992
Agenda No. R-6

REQUEST FOR PLACEMENT ON THE AGENDA FOR _____ (Date)

DEPARTMENT Environmental Services DIVISION Parks Services
CONTACT Bob Pearson TELEPHONE 248-3838
*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Bob Pearson

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

(Estimated Time Needed on the Agenda)

DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Reclassification of an Office Assistant 2 to Senior Office Assistant (copy of reclassification letter from personnel attached).

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 SEP 11 AM 9:23

REVENUE IMPACT (Explain revenues being changed and the reason for the change)

CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) \$ _____
(Specify Fund) (Date)
After this modification \$ _____

Originated By	Date	Department Manager	Date
Bob Pearson <i>BP</i>	9-2-92	<i>[Signature]</i>	9-3-92
Budget Analyst	Date	Personnel Analyst	Date
<i>[Signature]</i>	9/4/92	<i>S Ayers</i>	9-10-92
Board Approval			Date
<i>[Signature]</i>			9-24-92

Sent Original to Shaun Caldwell 9-30

PERSONNEL DETAIL FOR BUD MOD NO.

DES #16

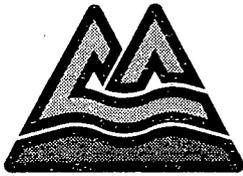
5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

FTE Increase (Decrease)	POSITION TITLE	Annualized			TOTAL Increase (Decrease)
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	
(1)	Office Assistant 2	(21131)	(5731)	(7839)	(34701)
1	Senior Office Assistant	21736	5895	7882	35513
TOTAL CHANGE (ANNUALIZED)		605	164	43	812

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	Current FY			TOTAL Increase (Decrease)
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	
Permanent	Reclass OA2 (6001) to OA Senior (6002) - sufficient funds are available as a result of new hires with replacements at a lower salary scale				

Bob Pearson



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

August 12, 1992

Jim Smith
Local 88/Council 75
2545 SW Spring Garden Suite 201
Portland, OR 97219

Dear Jim:

SUBJECT: KATHIE SMITH RECLASSIFICATION

I have interviewed Kathie regarding her job responsibilities and spoken with one of her supervisors, Bob Pearson, regarding this. Based on my investigation, I am granting the grievance. The grievant shall be reclassified to Senior Office Assistant, effective six months prior to the date of her reclassification request.

This grievance is granted based on the apparent independence of action the grievant exercises in providing the initial response to the variety of public contacts regarding issues or problems involving any of the parks or the services provided by Parks. As the only "office" person available, the grievant is the control point for the variety of paperwork involving parks and concessionaire activities, as well as serving as the public's contact point.

Sincerely,

Susan Ayers
Sr. Personnel Analyst

cc: ✓ Bob Pearson
Ken Upton
Don Winkley
Joe Devlaeminck
Rick Gilmore
Kathie Smith

Meeting Date SEP 24 1992

Agenda No: R-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: City of Portland Revenue Contract with Housing and Community Services Division, for Alcohol/Drug Free Housing

Board Briefing: _____ Date _____ Regular Meeting: _____ Date _____

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey Espana TELEPHONE: 248-5464

PERSON(S) MAKING PRESENTATION: Norm Monroe/Rey Espana

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

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

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

The Housing and Community Services Division recommends approval of the revenue contract from the City of Portland, Bureau of Community Development, which transfers \$12,684 to the County for inclusion in County's contract with Central City Concern for alcohol/drug free housing for formerly homeless people engaged in treatment programs.

Budget Modification DSS #15 to add these funds to the Division Pass Through budget is being processed simultaneously. Please schedule simultaneously on the agenda.

SIGNATURES:

ELECTED OFFICIAL: _____

OR

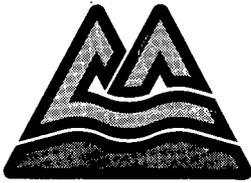
DEPARTMENT MANAGER: Gary Nakao (cc)

(All accompanying documents must have required signatures)

ca933a

BOARD OF COUNTY COMMISSIONERS
1992 SEP 14 AM 11:52
MULTNOMAH COUNTY OREGON

Sent Original BA & Contracts to Cella Murray 9/30



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING & COMMUNITY SERVICES DIVISION
421 S.W. FIFTH AVENUE, SECOND FLOOR
PORTLAND, OREGON 97204
(503) 248-5464
FAX: (503) 248-3332

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

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

FROM: Norm Monroe, Director *NM*
Housing and Community Services Division

DATE: September 8, 1992

SUBJECT: Revenue Contract from City of Portland: Alcohol/Drug Free
Transitional Housing and DSS Budget Modification #15

Retroactive Status: The revenue contract from the City of Portland is retroactive to July 1, 1992. The transfer of City funds to the County for alcohol/drug free housing was dependent upon negotiations among the County, City, and the two local providers of alcohol/drug free housing (Central City Concern and Transition Projects) over stable funding levels, contractor budgets, and contracting responsibilities. Final decisions were made July 31, 1992.

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the attached revenue contract from the City of Portland, for the period July 1, 1992 through June 30, 1993.

The Division also recommends approval of the accompanying Budget Modification (DSS #15), which adds the funds to the Division budget.

Analysis: The Housing and Community Services Division has received a contract from the City of Portland, Bureau of Community Development, which allocates \$12,684 of federal Community Development Block Grant funds to alcohol/drug free housing for formerly homeless people through the County's contract with Central City Concern. The contract designates the use of these funds.

Budget Modification DSS #15 adds the \$12,684 to the Housing and Community Services Division's Pass Through budget. The funds will be incorporated in the Central City Concern contract, being processed separately.

Background: This transfer of City funds to the County for alcohol/drug free housing represents a coordinated approach to funding these services for the community. The City will contract with Transition Projects for its Everett Hotel rooms, while the County will contract with Central City Concern for its Estate Hotel rooms. The planning effort focused on establishing a public level of commitment for this type of housing sustainable throughout the year; the intent was to end the frequent year-end "bail-out" requests from these agencies for this housing.

ca933z



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103113
Amendment # -

<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 Revenue <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-7</u> DATE <u>9/24/92</u> <u>[Signature]</u> BOARD CLERK</p>
---	--	---

Department Social Services Division Hsg & Comm. Services Date September 8, 1992

Contract Originator John Pearson Phone 248-5464 Bldg/Room B161/2nd Floor

Administrative Contact Cilla Murray Phone 248-5464 Bldg/Room B161/2nd Floor

Description of Contract City contract transfers funds to County for Alcohol/Drug Free Transitional Housing.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland, Bureau of Community Development

Mailing Address 808 SW Third, Room 600
Portland, OR 97204

Phone (503) 823-2381

Employer ID # or SS # N/A

Effective Date July 1, 1992

Termination Date June 30, 1993

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 12,684

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ Per Invoice Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Encumber: Yes No

Date 9-10-92

Date _____

Date 9-14-92

Date 9-24-92

Date _____

REQUIRED SIGNATURES:

Department Manager Dary Nakao (cc)

Purchasing Director _____
(Class II Contracts Only)

County Counsel Peter Lumjita

County Chair/Sheriff Sharon Hilkey

Contract Administration _____
(Class I, Class II contracts only)

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1730						City AD	\$12,684		
02.												
03.												

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

AGREEMENT NO.

An Agreement between the CITY OF PORTLAND, OREGON (City) and MULTNOMAH COUNTY, through its Department of Housing and Community Services (County), for \$12,684 to provide alcohol/drug free housing.

RECITALS:

1. The City is entitled to receive Community Development Block Grant funds (HCD) from the Federal Department of Housing and Urban Development.
2. Provision of safe and sanitary housing is one of the major functions of the HCD program in Portland.
3. Housing for individuals working on their alcohol/drug problems is a major need of the City.
4. Multnomah County contracts with Central City Concern, which operates the fourth floor of the Estate Hotel as alcohol/drug free housing.
5. Central City Concern via Multnomah County is willing to continue providing alcohol/drug free housing utilizing HCD funds in combination with other revenue sources.
6. In the FY 92-93 approved budget the City Council has authorized \$12,684 in HCD funds for short-term alcohol/drug free housing.
7. The City and Multnomah County now desire to enter into a formal contract in the sum of \$12,684 to provide these services.

AGREED:

I. Scope of Contractor's Services

Multnomah County will contract with Central City Concern and oversee the following services to be performed by Central City Concern, with regard to alcohol/drug free housing:

- A. Ensure that Central City Concern (CCC) will operate 52 units of alcohol/drug free housing, serving an estimated 312 formerly homeless individuals while they are in treatment, at a rate of \$228 per month for FY 92-93.

1. Each client living in an alcohol/drug free community will be provided with a room in the Estate Hotel. These single-room occupancy (SRO) facilities are reserved solely for persons in recovery from chemical dependency and actively engaged in treatment. Each room

is outfitted with a bed and basic amenities. Community kitchens provide space for socialization and peer support during recovery.

2. It is anticipated that approximately 60 percent of clients will graduate from these facilities clean and sober.
- B. Ensure that CCC prepares a monthly management report on the operation of the alcohol/drug free housing and emergency night shelter for the Bureau of Community Development which includes at a minimum, number of shelter nights, number of clients served, and racial data of clients.
 - C. Ensures that operating and/or staff expenses by CCC for operation of the Shelter which are over and above those listed on the attached budget are not included in this agreement and shall not be funded through the HCD program.
 - D. Ensures that in addition to the monthly reports to be submitted with the billings, CCC shall submit a final report summarizing the data on the monthly reports including number of shelter nights and racial data, and including a narrative on the programs.

II. Compensation and Method of Payment

Multnomah County will be compensated for the above described services by the City of Portland through the Housing and Community Development Program (HCD).

Payments to Multnomah County for operational costs of the program will be made monthly upon submission of a statement of expenditures and the monthly report. Multnomah County shall ensure that CCC keeps documentation of expenses and evidence of payment for the program salaries. It is agreed that total compensation under this agreement shall not exceed TWELVE THOUSAND SIX-HUNDRED AND FORTY-EIGHT DOLLARS (\$12,648).

III. City Project Manager

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

IV. General Contract Provisions

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

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

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

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

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

- D. CHANGES. The City or Contractor may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this contract. Minor changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager.

Significant changes to the scope of work, performance measures, or compensation, unless the total contract after amendment is less than \$10,000, must be approved by ordinance of the City Council. Compensation changes in which the total contract is less than \$10,000 may be approved by the Bureau Director.

- E. NON-DISCRIMINATION. During the performance of this Contract, the County agrees as follows:

1. The County will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
2. The County will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
3. The County will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).

- F. SECTION 3: The County will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).

- G. ACCESS TO RECORDS. The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the County which are directly pertinent to this contract, for the purpose of making audit or monitoring, examination,

excerpts, and transcriptions. All required records must be maintained by the County for three years after the City makes final payments and all other pending matters are closed.

H. MAINTENANCE OF RECORDS. The County shall maintain fiscal records on a current basis to support its billings to the City. The County shall retain fiscal as well as all records relating to program and client eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work here under.

I. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the records of the County at any time during the 3 year period established by Section H above.

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

J. INDEMNIFICATION. To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the County shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the County's work or any subcontractor's work under this contract.

K. LIABILITY INSURANCE. The County is self-insured as provided by Oregon law.

L. WORKERS' COMPENSATION INSURANCE.

(a) The County, its subcontracts, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit 'A', if applicable, and shall be incorporated herein and made a term and part of this Agreement. The County further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

(b) In the event the County's workers' compensation insurance coverage is due to expire during the term of this Agreement, the County agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the County agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.

(c) The County agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent County prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit 'B' and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the agreement immediately and the notice requirement contained in subsection (C), EARLY TERMINATION OF AGREEMENT, hereof shall not apply.

- M. SUBCONTRACTING AND ASSIGNMENT. The County shall not sub-contract its work under this contract, in whole or in part, without the written approval of the City. The County shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the County as specified in this contract. Notwithstanding City approval of a subcontractor, the County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the County hereunder. The County agrees that if sub-contractors are employed in the performance of this contract, the County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The County shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

The subcontractor shall be responsible for adhering to all regulations cited within this contract.

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

The County and its subcontractors and employees are not employees of the City and are not eligible for any

benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

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

No board of director member or employee of the County, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds.

No City Officer or employees who participated in the award of this contract shall be employed by the County during the contract. On CDBG-funded projects, the County shall further comply with the conflict of interest provisions cited in 24 CFR 570.611.

- P. CONTRACT ADMINISTRATION, 24 CFR 570.502(a). The County shall comply with the applicable provisions of OMB Circular Nos. A-87, A-128, and 24 CFR Part 85 as described by 24 CFR 570.502(a) and 570.610.

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

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

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

- S. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, the County shall comply with provisions of 24 CFR 570.504 regarding program income.

T. COMPLIANCE WITH LAWS. In connection with its activities under this contract, the County shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the County shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612.

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

U. MONITORING. The City through the Bureau of Community Development shall monitor at least once each year that portion of the County's project funded with Community Development Block Grant or Emergency Shelter Grant funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.

V. EXPIRATION/REVERSION OF ASSETS. For Community Development Block Grant-funded projects, the County shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(8).

W. MINIMIZING DISPLACEMENT. The County assures that it will take all reasonable steps to minimize the displacement of persons as a result of this contract, and shall comply with the applicable provisions of 24 CFR 570.606 or 576.80.

X. PROGRAM ACCESS BY THE DISABLED. The County shall, to the maximum feasible extent, follow the Bureau of Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.

Y. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.

AA. PUBLICITY. Publicity regarding the project shall note participation of the City through the Bureau of Community Development.

BB. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an

officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the County shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

CC. CHURCH-STATE. The County agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.

V. Period of Agreement

The terms of this Agreement shall be effective as of July 1, 1992 and shall remain in effect during any period the Contractor has control over City funds, including program income. The Agreement shall terminate as of June 30, 1993.

Dated this 24th day of September, 1992.

CITY OF PORTLAND

MULTNOMAH COUNTY

Commissioner Gretchen Kafoury

Sharon Kelley for
Gladys McCoy, Chair
Board of Commissioners

APPROVED AS TO FORM:

REVIEWED:

Jeffrey L. Rogers, City Attorney

By: Peter Kressel
Laurence Kressel,
County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # K-7 DATE 9-24-92
Chris H. Peterson
BOARD CLERK

CENTRAL CITY CONCERN
Alcohol Free Col Free Community-4th floor

Report Date: 07/17/92

1992 Budget for Community Action Program Office

1992-1993
Budget

Revenues

Dept of State Corrections	
Residential rent	11,000.00
Homeless vouchers	
LTEAP	27,734.00
[State Homeless Assist Program] County	45,230.00
[City of Portland ESG] County/City	12,684.00
FEMA-Homeless vouchers	
Contributions	300.00
[EHA] County One-time Only	41,380.00
Fundraiser (Run-With-A-View)	3,390.00
<hr/>	
Total Revenues	142,718.00

(Baseline Funds)

(One time only)

Note: Central City Concern does not get SHAP, EHA, City ESG funds as separate revenues. These are County funds through the County contract.

pw

Operating Expenditures

Personnel Costs	
Salaries and wages	
Manager	15,600.00
Assistant Manager	
Monitors	
ADFC Assistant	15,600.00
Hotel manager	
Building Assistants	
Desk clerks	
<hr/>	
Total Salaries and wages	31,200.00
Payroll Taxes and Benefits	
FICA taxes	2,387.00
Unemployment taxes	1,030.00
Workers' compensation insur.	1,490.00
Health insurance	2,636.00
Life & disability insurance	120.00
Annuities	1,285.00
Employee assistance program	66.00
Other taxes and benefits	0.00
<hr/>	
Total Payroll Taxes and Benefits	9,914.00
Total Personnel Costs	40,214.00
Materials and Services	
Copiers & supplies	
General supplies	138.00
Office supplies	
Telephone	585.00
<hr/>	
Total Materials and Services	723.00

2 1/2 hrs Occupancy

CENTRAL CITY CONCERN
Alcohol Free Col. Free Community 1st floor

Report Date 07/17/92

1992 Budget for Community Action Program Office

	<u>1992-1993</u> Budget
Building rent	97,687.00
Total Building Occupancy	<u>97,687.00</u>
Administration	
Allocated administration	4,094.00
Total Administration	<u>4,094.00</u>
Total Operating Expenditures	142,718.00
Excess of Revenues Over Expenditures - Operations	<u>0.00</u>



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS
& CENTRAL STORES (503) 248-5111

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

May 29, 1992

Howard Cutler
City of Portland
Bureau of Community Development

Dear Howard:

The purpose of this letter is to inform you of Multnomah County's insurance program. Multnomah County does not carry liability insurance. The County is self-insured in accordance with the provisions of the Oregon Tort Claims Act, ORS 30.270. The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which they are self-insured including liability. The County's exposure for liability is limited by statute to \$50,000 property damage, \$100,000 personal injury per person, and \$500,000 total damages per occurrence.

Please let me know if you have any additional questions. My number is 248-3797.

Sincerely,

Jean M. Miley
Risk Manager

362R/JMM/js

c: Cilla Murray

BUDGET MODIFICATION NO. DSS 15

(For Clerk's Use) Meeting Date SEP 24 1992
Agenda No. R-8

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____
(Date)

DEPARTMENT: SOCIAL SERVICES DIVISION: HOUSING & COMMUNITY SERVICES

CONTACT: Norm Monroe/Rey Espana TELEPHONE: 248-5464

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Gary Nakao/Norm Monroe/Rey Espana

SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

DSS Budget Modification #15 adds \$12,684 of City of Portland funds to the Housing and Community Services Division Pass Through budget to pay for alcohol/drug free transitional housing for homeless adults.

This Budget Modification is being processed simultaneously with the revenue contract. Please schedule simultaneously on the agenda. *103113

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

DSS Budget Modification #15 increases the Housing and Community Services Division Pass Through budget by \$12,684. The City of Portland funds are designated for alcohol and drug free housing through the County's contract with Central City Concern.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

- Increase Org 1730 by \$12,684 City A/D Housing funds and \$89 General Fund Indirect Support
- Increase Service Reimbursement from F/S to General Fund by \$89.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

_____ Contingency before this modification (as of _____) \$ _____
(Specify Fund) (Date)
After this modification \$ _____

Originated By	Date	Department Manager	Date
<i>Norm Monroe/RE</i>		<i>Gary Nakao (cc)</i>	<i>9/8/92</i>
Finance/Budget	Date	Employee Relations	Date
<i>Kurt Klein Jones</i>	<i>9/14/92</i>	<i>NA</i>	
Board Approval	Date		
<i>Carric A. Patterson</i>	<i>9-24-92</i>		

MULTI-NOMINAL COUNTY BOARD OF COUNTY COMMISSIONERS SEP 17 PM 1:30 OREGON

ca933

Sent Original to Kathy Jones 9/30

File Name: ca933

EXPENDITURE

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1992-93

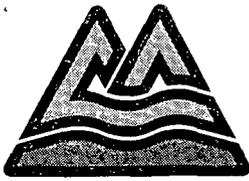
Document Number	Action	Fund	Agency	Organization	Activity	Rept Categ	Object	Current Amount	Revised Amount	Increase Change (Decrease)	Subtotal	Description
		156	010	1730			6060			12,684		Pass Through
		156	010	1730			7100			89	12,773	Indirect TOTAL, ORG. # 1730
		100	010	0105			7608			89	89	Cash Transfer SUBTOTAL, SERV. REIMB
TOTAL EXPENDITURE CHANGE										12,862		TOTAL EXPENDITURE CHANGE

File Name: ca933

REVENUE

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1992-93

Document Number	Action	Fund	Agency	Organization	Activity	Rept Categ	Rev Source	Current Amount	Revised Amount	Increase Change (Decrease)	Subtotal	Description
		156	010	1730			new			12,684		City A/D Housing
		156	010	1730			7601			89	12,773	Gen Fund Indirect Support TOTAL, ORG # 1730
		100	045	7410			6602			89	89	Serv.Reimb./Gen.Fund TOTAL, SERV. REIMB
TOTAL REVENUE CHANGE										12,862		TOTAL REVENUE CHANGE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING & COMMUNITY SERVICES DIVISION
421 S.W. FIFTH AVENUE, SECOND FLOOR
PORTLAND, OREGON 97204
(503) 248-5464
FAX: (503) 248-3332

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

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services *CM*

FROM: Norm Monroe, Director
Housing and Community Services Division

DATE: September 8, 1992

SUBJECT: Revenue Contract from City of Portland: Alcohol/Drug Free
Transitional Housing and DSS Budget Modification # DSS 15

Retroactive Status: The revenue contract from the City of Portland is retroactive to July 1, 1992. The transfer of City funds to the County for alcohol/drug free housing was dependent upon negotiations among the County, City, and the two local providers of alcohol/drug free housing (Central City Concern and Transition Projects) over stable funding levels, contractor budgets, and contracting responsibilities. Final decisions were made July 31, 1992.

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the attached revenue contract from the City of Portland, for the period July 1, 1992 through June 30, 1993.

The Division also recommends approval of the accompanying Budget Modification (DSS #15), which adds the funds to the Division budget.

Analysis: The Housing and Community Services Division has received a contract from the City of Portland, Bureau of Community Development, which allocates \$12,684 of federal Community Development Block Grant funds to alcohol/drug free housing for formerly homeless people through the County's contract with Central City Concern. The contract designates the use of these funds.

Budget Modification DSS #15 adds the \$12,684 to the Housing and Community Services Division's Pass Through budget. The funds will be incorporated in the Central City Concern contract, being processed separately.

Background: This transfer of City funds to the County for alcohol/drug free housing represents a coordinated approach to funding these services for the community. The City will contract with Transition Projects for its Everett Hotel rooms, while the County will contract with Central City Concern for its Estate Hotel rooms. The planning effort focused on establishing a public level of commitment for this type of housing sustainable throughout the year; the intent was to end the frequent year-end "bail-out" requests from these agencies for this housing.

ca933z