



MULTNOMAH COUNTY OREGON

BOARD CLERK

OFFICE OF BEVERLY STEIN, COUNTY CHAIR
1120 SW FIFTH AVENUE, SUITE 1515
PORTLAND, OREGON 97204
TELEPHONE • (503) 248-3277
FAX • (503) 248-3013

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN •	CHAIR •	248-3308
DAN SALTZMAN •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213

MULTNOMAH COUNTY COMMISSIONERS AGENDA FOR THE WEEK OF JUNE 2, 1997 - JUNE 6, 1997

- Tuesday, June 3, 1997 - 9:30 AM - DLS Budget Work Session..... Page 2
- Tuesday, June 3, 1997 - 1:30 PM - DA Budget Work Session..... Page 2
- Tuesday, June 3, 1997 - 2:30 PM - NOND Budget Work Session Page 2
- Tuesday, June 3, 1997 - 3:30 PM - SB 1145 Budget Work Session Page 2
- Wednesday, June 4, 1997 - 6:30 PM - Public Budget Hearing Page 3
- Thursday, June 5, 1997 - 9:30 AM - TSCC Public Budget Hearing Page 3
- Thursday, June 5, 1997 - 10:30 AM - Regular Meeting Page 3
- Thursday, June 5, 1997 - 11:00 AM - Board Briefing Page 5

Tuesday, Wednesday and Thursday meetings this week will be cable-cast live and/or taped and can be seen by cable subscribers in Multnomah County on Channel 30 at the following times:

- Tuesday, 9:30 AM live; playback Tuesday, 11:00 PM & Sunday, 10:30 AM, CityNet 30
- Tuesday, 1:30 PM live; playback Wednesday, 1:30 AM & Sunday, 8:30 PM, CityNet 30
- Wednesday, playback Tuesday 2:00 PM, Friday 9:00 AM & Monday, 11:00 PM Channel 30
- Thursday, 9:30 AM live; playback Friday, 10:00 PM & Sunday, 1:00 PM, Channel 30

****Tuesday meetings produced through Portland Cable Access**

****Wednesday and Thursday meetings produced through Multnomah Community Television**

Tuesday, June 3, 1997 - 9:30 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

DLS BUDGET WORK SESSION

WS-1 Department of Library Services 1997-98 Budget Overview and Highlights. DLS Citizen Budget Advisory Committee Presentation. Measure 47 and Other Issues. Board Questions and Answers. 2 HOURS REQUESTED.

Tuesday, June 3, 1997 - 1:30 PM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

DA BUDGET WORK SESSION

WS-2 District Attorney 1997-98 Budget Overview and Highlights. DA Citizen Budget Advisory Committee Presentation. Measure 47 and Other Issues. Board Questions and Answers. 1 HOUR REQUESTED.

Tuesday, June 3, 1997 - 2:30 PM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

NOND BUDGET WORK SESSION

WS-3 Non-Departmental 1997-98 Budget Overview and Highlights. NOND Citizen Budget Advisory Committee Presentation. Measure 47 and Other Issues. Board Questions and Answers. 1 HOUR REQUESTED.

Tuesday, June 3, 1997 - 3:30 PM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

SB 1145 BUDGET WORK SESSION

WS-4 SB 1145 1997-98 Budget Overview and Highlights. Board Questions and Answers. Presented by Dan Noelle, Elyse Clawson, Bill Wood, Bob Grindstaff and Invited Staff. 1.5 HOURS REQUESTED.

Wednesday, June 4, 1997 - 6:30 PM
Gresham Branch Library, Large Meeting Room
384 NW Miller, Gresham

PUBLIC BUDGET HEARING

PH-1 1997-98 Multnomah County Budget Overview. Opportunity for Public Testimony on the 1997-98 Multnomah County Budget. Testimony Limited to Three Minutes Per Person.

Thursday, June 5, 1997 - 9:30 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

TSCC PUBLIC BUDGET HEARING

PH-2 The Tax Supervising and Conservation Commission Will Meet to Conduct a Public Hearing on the Approved 1997-98 Multnomah County Budget and the 1996-97 Multnomah County Supplemental Budget. 1 HOUR REQUESTED.

Thursday, June 5, 1997 - 10:30 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 Appointment of Raymond S. Holmgren and Re-appointment of Janet Van de Riet to the ANIMAL CONTROL ADVISORY COMMITTEE
- C-2 Appointments of Michael Amen, Karen Burger-Kimber, Kevin Cronin, Susan Gonzales, Chuck Hawkins, Gil Johnson, Al Kimbley, Gary Kish, Nevenka Pearson and David Schmidt to the BICYCLE AND PEDESTRIAN CITIZEN ADVISORY COMMITTEE
- C-3 Appointment of Leland Block to the DUII COMMUNITY ADVISORY BOARD

DEPARTMENT OF SUPPORT SERVICES

- C-4 Appointments of Myrna Blanchard, Chris Cameron, Jon Chess, Bobbi Damiani, Mike Delman, Karen Mayfield, Diane Morris, Helen O'Brien, Vera Pool, Karen Rhein, Jim Stegmiller and Theresa Sullivan as Voting Members to the CAMPAIGN MANAGEMENT COUNCIL

DEPARTMENT OF AGING SERVICES

- C-5 Intergovernmental Revenue Agreement 400177 with Family Caring Network, Inc., Providing Case Management and Assessment Services for Insurance Clients

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-6 Intergovernmental Agreement 100058 with Oregon Health Sciences University, Providing Alcohol and Drug DUI Information and DUI Rehabilitation Programs and Gambling Addiction Treatment

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-7 ORDER Authorizing Execution of Deed D971485 for Repurchase of Tax Foreclosed Property to Bonnie Shulson
- C-8 ORDER Authorizing Execution of Correction to Deed D971488 for Completion of a Contract to Richard B. Hagerty
- C-9 ORDER Designating the Daily Journal of Commerce as the Newspaper for Publication of Notice of Foreclosure of Tax Liens as Shown on the Multnomah County 1997 Foreclosure List
- C-10 Amendment 2 to Intergovernmental Agreement 300826 with the State of Oregon, Administrative Services, Providing County Access to State Motor Pool Services

DEPARTMENT OF HEALTH

- C-11 Intergovernmental Revenue Agreement 200058 with the City of Portland, Providing Rodent and Mosquito Control Services

DEPARTMENT OF LIBRARY SERVICES

- C-12 Budget Modification DLS 1 Authorizing Reclassification of Library Clerk 2 to Senior Office Assistant within the Central Library Division

REGULAR AGENDA

PUBLIC COMMENT

- R-1 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

DEPARTMENT OF SUPPORT SERVICES

- R-2 Second Reading and Adoption of an ORDINANCE Relating to the Pay Ranges and COLA Increases for Exempt Employees and to Make Special Adjustments
- R-3 Ratification of Amendment to the 1992-95 Multnomah County Employees Union Local 88, AFSCME, AFL-CIO Collective Bargaining Agreement, as Amended and Extended through June 30, 1998, Concerning Layoff in the School Based Health Program
- R-4 Ratification of Amendment to the 1994-98 Oregon Nurses Association Collective Bargaining Agreement, Concerning General Layoff Language
- R-5 Ratification of Amendment to the 1994-98 Oregon Nurses Association Collective Bargaining Agreement, Concerning Layoff in the School Based Health Program

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- R-6 RESOLUTION Adopting Proposed Request for Proposal Materials for One-time Only Housing Funds Generated by the Strategic Investment Program

Thursday, June 5, 1997 - 11:00 AM
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

BOARD BRIEFING

- B-1 A Report from the Frontlines on Diversity RESULTS and Training. Presented by Departmental Coordinators Shery Stump, Melinda Petersen, Carla Gonzales, Sue Longaker and Trink Morimitsu. 1 HOUR REQUESTED.

MEETING DATE: June 5, 1997
AGENDA #: C-1
ESTIMATED START TIME: 9:30 AM

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointment and Re-Appointment to the Animal Control Advisory Committee

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, June 5, 1997
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: Delma Farrell TELEPHONE #: 248-3953
BLDG/ROOM #: 106/1515

PERSONS MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Appointment of Raymond S. Holmgren
[City of Maywood Park Representative, Term Ending May 30, 2000]
and Re-appointment of Janet Van de Riet
[City of Wood Village Representative, Term Ending June 30, 2000] to the
ANIMAL CONTROL ADVISORY COMMITTEE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

(OR)

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
97 MAY 29 PM 7:48
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Board Clerk @ 248-3277

MULTNOMAH COUNTY OREGON

RECEIVED

INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

MAY 19 1997

CLERK OF COURT
MULTNOMAH COUNTY CLERK

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

MAC Advis. Comm.

B. Name: Raymond S. Holmstrom

Address: 4608 NE 102nd Ave

City/State/Zip: Portland OR 97220

Home Phone: 503 252 7069

C. Current Employer: Self

Address: 4608 NE 102nd Ave

City/State/Zip: PTL. OR. 97220

Work Phone/Extension: 503-252 7069

Occupation: Veterinarian

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: M / F

Racial/

Ethnic Background: ☐ African-American ☐ Asian ☐ Caucasian

☐ Hispanic ☐ Native American ☐ Other

Date of Birth: Month Date Year

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

_____	_____
_____	_____

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly

Agriculture

Alcohol/Drug Treatment

Animal Welfare

Art

Children and Families

Civil Rights/Discrimination

Corrections/Law Enforcement

Economic Development/Trade

Environment/Natural Resources

Food Services

Handicapped/Disabled Issues

Health Care

Housing

Juvenile Justice Issues

Labor/Labor Relations

Land Use Planning

Library Services

Mental Health Services

Minority Affairs

Transportation

Other _____

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

Earl Steffen 4050 NE Maywood Dr. PTL. OR. 97220, 253 4355
Linda Hark 9945 NE Shaver St. PTL. OR. 97220 256-2135

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

Signature:

Raymond S. Helmgren

Date: 5-20-97

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair
1120 SW Fifth Room 1515
Portland, Oregon 97204 Tel. (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

MEETING DATE: JUN 05 1997

AGENDA #:

C-12

ESTIMATED START TIME: 9:30 Am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointments to Bicycle and Pedestrian Citizen Advisory Committee

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: June 5, 1997

AMOUNT OF TIME NEEDED: Consent Calendar

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Name	Position	Term Ends
Chuck Hawkins	City of Gresham	6/30/99
Karen Burger-Kimber	City of Troutdale	6/30/2000
Michael Amen	City of Wood Village	6/30/99
Al Kimbley	NE Mult Cty Community Assn.	6/30/99
Gary Kish	Sauvie Island Conservancy	6/30/2000
David Schmidt	Mult Cty/At Large	6/30/2000
Nevanka Pearson	Unincorp. Mult Cty West of Willamette River	6/30/99
Gil Johnson	Bicycle Transportation Alliance	6/30/2000
Susan Gonzales	Willamette Pedestrian Coalition	6/30/99
Kevin Cronin	Pdx Pedestrian Adv. Comm.	6/30/2000

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

(OR)

DEPARTMENT MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
 COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON
 97 MAY 21 PM 3:46

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

Bicycle & Pedestrian C.A.C.

B.

Name: CHUCK HANSEN, DVM

Address: 2658 SE WILSON ROAD

City/State/Zip: ROSELAND OR 97068

Home Phone: 603-205-1205

C.

Current Employer: DOBWOOD PET HOSPITAL

Address: 1400 E

City/State/Zip: GRESHAM OR 97030

Work Phone/Extension: 503-667-9457 Fax 662-1658

Occupation: VETERINARIAN

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: M / F

Racial/

Ethnic Background: African-American Asian Caucasian

Hispanic Native American Other

Date of Birth: Month 9 Date Year 97

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

Oct 1995 - Present

Gresham Pike/Pedestrian Task Force

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly
Agriculture
Alcohol/Drug Treatment
Animal Welfare
Art
Children and Families
Civil Rights/Discrimination
Corrections/Law Enforcement
Economic Development/Trade
Environment/Natural Resources
Food Services

Handicapped/Disabled Issues
Health Care
Housing
Juvenile Justice Issues
Labor/Labor Relations
Land Use Planning
Library Services
Mental Health Services
Minority Affairs
Transportation
Other _____

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

REBECCA ACKEN - Gresham Transportation Planner -

Dr Ron Huser - Portland School System - Evaluation Department

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

Signature: Charles L. Harrison

Date: 4/30/97

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair
1120 SW Fifth Room 1515
Portland, Oregon 97204 Tel. (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

Mult. Co. Bicycle & Pedestrian CAC

B. Name: KAREN BURGER-KIMBER

Address: 1675 SW Cherry Park Rd

City/State/Zip: TROUTDALE, OR 97060

Home Phone: 661-6486

C. Current Employer: D&D MEGR, INC

Address: 302 NW 25TH WAY

City/State/Zip: TROUTDALE, OR 97060

Work Phone/Extension: 667-3680

Occupation: COMPTROLLER

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: M / ☒ F

Racial/

Ethnic Background: ☐ African-American ☐ Asian ☒ Caucasian

☐ Hispanic ☐ Native American ☐ Other

Date of Birth: Month 12 Date 14 Year 50

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

19 88-1997

City of Troutdale C.A.C., City Council

19 93-96

Mult. Co. Animal Control CAC

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly
Agriculture
Alcohol/Drug Treatment
Animal Welfare
Art
Children and Families
Civil Rights/Discrimination
Corrections/Law Enforcement
Economic Development/Trade
Environment/Natural Resources
Food Services

Handicapped/Disabled Issues
Health Care
Housing
Juvenile Justice Issues
Labor/Labor Relations
Land Use Planning
Library Services
Mental Health Services
Minority Affairs
Transportation
Other _____

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

N/A

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

RICHARD SHEPARD 2404 SW 22nd Troutdale 667-4517

REV. DEANNA SELF-PRICE, FAITH United Meth. Church 661-4520

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

Signature: Karen Burger-Timlin

Date: 5/7/97

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair
1120 SW Fifth Room 1515
Portland, Oregon 97204 Tel. (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

I'm currently involved with my City - And my recent
appointment - Please NO more

B. Name: Michael F. Arnold

Address: 143 Maple Blvd SE

City/State/Zip: Wood Village, OR 97141

Home Phone: 669-7229

C. Current Employer: Allied Systems

Address: 2300 SE 10th St

City/State/Zip: Shorewood, OR 97138

Work Phone: Extension

Occupation: mechanic

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: ☒ M / ☐ F

Racial/

Ethnic Background: ☐ African-American ☐ Asian ☒ Caucasian

☐ Hispanic ☐ Native American ☐ Other

Date of Birth: Month 11 Date 30 Year 1961

U5/U5/87 14:10

503 248 3321

MULT. CO. TRANS.

0003/003

- E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:EMPLOYER/VOLUNTEER ACTIVITY

- F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly
Agriculture
Alcohol/Drug Treatment
Animal Welfare
Art
Children and Families
Civil Rights/Discrimination
Corrections/Law Enforcement
Economic Development/Trade
Environment/Natural Resources
Food Services

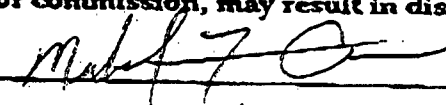
Handicapped/Disabled Issues
Health Care
Housing
Juvenile Justice Issues
Labor/Labor Relations
Land Use Planning
Library Services
Mental Health Services
Minority Affairs
Transportation
Other _____

- G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

- H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

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

Signature: _____



Date: _____

May 5, 97

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair
1120 SW Fifth Room 1515
Portland, Oregon 97204 Tel. (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

Bicycle & Pedestrian Citizen Advisory Committee

B. Name: Albert Kimbley

Address: 34525 S.E. Kimbley Rd.

City/State/Zip: Corbett, OR 97019

Home Phone: 503-645-5110

C. Current Employer: RETIRED - Hobby FARM

Address: _____

City/State/Zip: _____

Work Phone/Extension: _____

Occupation: _____

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: M / F

Racial/
Ethnic Background: African-American Asian X Caucasian
Hispanic Native American Other

Date of Birth: Month 9 Date 12 Year 31

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

1989 To present North East Mult. Co. Community Assn.
1972 To 1979 Tri-County Youth Base Ball

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly
Agriculture
Alcohol/Drug Treatment
Animal Welfare
Art
Children and Families
Civil Rights/Discrimination
Corrections/Law Enforcement
Economic Development/Trade
Environment/Natural Resources
Food Services

Handicapped/Disabled Issues
Health Care
Housing
Juvenile Justice Issues
Labor/Labor Relations
Land Use Planning
Library Services
Mental Health Services
Minority Affairs
Transportation
Other Bicycle Advisory

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

BARBRA Giddeon 33712 E. H. Col. River Hwy Corbett, OR. 97019 503-695-5960
Ken BLANC 956 S.E. EVANS Rd. Corbett, OR. 97019 503-695-2584

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

Signature: Albert R. Kimbley Date: 5-3-97

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair
1120 SW Fifth Room 1515
Portland, Oregon 97204 Tel. (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

MULT. Co. Bicycle & Pedestrian Citizen Advisory Committee

B. Name: GARY KISH

Address: 29395 NW Reeder Road

City/State/Zip: Portland (Same Island) OR 97231

Home Phone: 621-3913

C. Current Employer: OREGON HUMANE SOCIETY

Address: 1067 NE Columbia Blvd

City/State/Zip: Portland OR 97211

Work Phone/Extension: 285-7722 ext. 222

Occupation: ADMINISTRATION

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: (M) / F

Racial/

Ethnic Background: African-American Asian (C) Caucasian

 Hispanic Native American Other

Date of Birth: Month Date Year

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

VARIOUS

SAUVIE Island CONSERVANCY ACTIVITIES

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly
Agriculture
Alcohol/Drug Treatment
Animal Welfare
Art
Children and Families
Civil Rights/Discrimination
Corrections/Law Enforcement
Economic Development/Trade
Environment/Natural Resources
Food Services

Handicapped/Disabled Issues
Health Care
Housing
Juvenile Justice Issues
Labor/Labor Relations
Land Use Planning
Library Services
Mental Health Services
Minority Affairs
Transportation Bicycling, Pedestrian & SAFETY
Other _____

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

DONNA MATRAZZO 19300 NW SAUVIE Island ^{Rd.} Pdx OR 97231 621-3049

MIKE HANSELMAN 27731 NW Reeder Rd Pdx OR 97231 621-3257

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

Signature: 

Date: 4/24/97

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair
1120 SW Fifth Room 1515
Portland, Oregon 97204 Tel. (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

Bicycle + Pedestrian

B.

Name:

David J. Schmidt

Address:

4129 NE 23rd

City/State/Zip:

Portland, Ore 97211

Home Phone:

(503) 728-9997

C.

Current Employer:

Temp Control Mechanical

Address:

4800 N. Commercial

City/State/Zip:

Portland Oregon

Work Phone/Extension:

Beeper 202-7920

Occupation:

Plumber Foreman

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: ☒ M ☐ F

Racial/

Ethnic Background: ☐ African-American ☐ Asian ☒ Caucasian

☐ Hispanic ☐ Native American ☐ Other

Date of Birth: Month 6 Date 14 Year 38

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

First Time Volunteer

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly
Agriculture
Alcohol/Drug Treatment
Animal Welfare
Art
Children and Families
Civil Rights/Discrimination
Corrections/Law Enforcement
Economic Development/Trade
Environment/Natural Resources
Food Services

Handicapped/Disabled Issues
Health Care
Housing
Juvenile Justice Issues
Labor/Labor Relations
Land Use Planning
Library Services
Mental Health Services
Minority Affairs
Transportation

Other Bicycle Safety

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

None

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

Donald Butts 4134 N.E. 23rd Port Ore 97211 281-0523
John Legay 3610 S.E. 6th Port Ore 97206 775-9471

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

Signature: Nard J Schmidt

Date: 4-24-97

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair
1120 SW Fifth Room 1515
Portland, Oregon 97204 Tel. (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

Bicyclist and Pedestrian Citizen Advisory Committee

B. Name: Nevenka Pearson

Address: 7624 NW Skyline Blvd

City/State/Zip: Portland, OR, 97229

Home Phone: 289-5952 289-5952

C. Current Employer: None

Address: _____

City/State/Zip: _____

Work Phone/Extension: _____

Occupation: attorney (now housewife)

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: M / F

Racial/

Ethnic Background: African-American Asian ☒ Caucasian

Hispanic Native American Other

Date of Birth: Month 10 Date 17 Year 65

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

1/93 - 12/96

Law Offices Barry Bernstein, Smith +
Pearson + self employed

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly
Agriculture
Alcohol/Drug Treatment
Animal Welfare
Art
Children and Families
Civil Rights/Discrimination
Corrections/Law Enforcement
Economic Development/Trade
Environment/Natural Resources
Food Services

Handicapped/Disabled Issues
Health Care
Housing
Juvenile Justice Issues
Labor/Labor Relations
Land Use Planning
Library Services
Mental Health Services
Minority Affairs
Transportation
Other _____

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

I can't think of any at this time.

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

Wil Smith, attorney, Suite 2100, 900 SW 5th Ave, Portland, OR 97204 241-5476
Brenda Tam, investigator, 273-1393

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

Signature: Beverly Pearson

Date: 4.24.97

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair
1120 SW Fifth Room 1515
Portland, Oregon 97204 Tel. (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

Bicycle & Pedestrian Citizen Advisory Committee

B.

Name:

Gil Johnson

Address:

1702 NE 42nd Ave

City/State/Zip:

Portland OR 97213

Home Phone:

334-1384

C.

Current Employer:

School of Traditional Tae Kwon Do

Address:

1702 NE 42nd Ave

City/State/Zip:

Portland, OR 97213

Work Phone/Extension:

287-7019

Occupation:

Martial arts instructor

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: ☒ M / ☐ F

Racial/

Ethnic Background: ☐ African-American ☐ Asian ☒ Caucasian

☐ Hispanic ☐ Native American ☐ Other

Date of Birth: Month 4 Date 16 Year 48

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

2/96 - Present

Bicycle Transportation Alliance volunteer

2/97 - Present

City Clerk of Portland - Growth Management & Environment Committee

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly
Agriculture
Alcohol/Drug Treatment
Animal Welfare

Art

Children and Families
Civil Rights/Discrimination
Corrections/Law Enforcement

Economic Development/Trade

Environment/Natural Resources

Food Services

Handicapped/Disabled Issues

Health Care

Housing

Juvenile Justice Issues

Labor/Labor Relations

Land Use Planning

Library Services

Mental Health Services

Minority Affairs

Transportation

Other _____

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

None

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

David McKelland, 306 NE Holman, Portland, OR 97211 285-8279

Karen Frost Macey, 1117 SW Washington, Portland, OR 97204 226-0676

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

Signature: 

Date: 4-22-97

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair
1120 SW Fifth Room 1515
Portland, Oregon 97204 Tel. (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

Bicycle and Pedestrian Citizen Advisory Committee

B. Name: Susan Gonzales

Address: 1460 SE 35th St

City/State/Zip: Trousdale, OR 97060

Home Phone: 665-5387

C. Current Employer: I work at home, writing, gardening,

Address: cooking, reading, etc.

City/State/Zip: I enjoy getting around on foot as much

Work Phone/Extension: as possible.

Occupation: _____

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: M ☐ F ☒

Racial/

Ethnic Background: ☐ African-American ☐ Asian ☒ Caucasian

☒ Hispanic ☐ Native American ☐ Other

Date of Birth: Month 6 Date 15 Year 56

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

1/80 - 6/80
1/84 - 4/88
fall/83 - 8/92

EMPLOYER/VOLUNTEER ACTIVITY

paid church choir director
public school teacher (Calif.) - Jr. High + H.S. band + choir
paid church organist
singer in small chamber choir specializing in medieval and Renaissance music

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly

Agriculture - Herbs, Home garden, Edible Landscaping

Alcohol/Drug Treatment

Animal Welfare

Art/MUSIC

Children and Families

Civil Rights/Discrimination

Corrections/Law Enforcement

Economic Development/Trade

Environment/Natural Resources

Food Services

Handicapped/Disabled Issues

Health Care - to promote natural therapies and eliminate coercion

Housing

Juvenile Justice Issues

Labor/Labor Relations

Land Use Planning

Library Services

Mental Health Services

Minority Affairs

Transportation

Other _____

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

Chuck Myer - friend, fellow musician, columnist, city planner
P.O. Box 1017, Colfax, CA 95713-1017, (916) 346-6234
Laurie + John Hayden - neighbor
3450 SE Pelton Ave., Troutdale, OR 97060, 667-6967

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

Signature: Susan Gonzales

Date: 3/26/97

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair
1120 SW Fifth Room 1515
Portland, Oregon 97204 Tel. (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

BIKE AND PED ISSUES

LAND USE ISSUES

B.

Name: KEVIN A. CRONIN

Address: 2628 SE 47TH

City/State/Zip: PORTLAND, OR 97206

Home Phone: 238-2556

C.

Current Employer: VISIBLE INTERACTIVE / MANPOWER

Address: 1000 SW BROADWAY SUITE 1050

City/State/Zip: PORTLAND, OR 97205

Work Phone/Extension: 226-6281 OR 736 5226

Occupation: ASSISTANT MANAGER FOR SMITHSONIAN GIFT SHOP

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: ☒ M / ☐ F

Racial/

Ethnic Background: ☐ African-American ☐ Asian ☒ Caucasian

☐ Hispanic ☐ Native American ☐ Other

Date of Birth: Month 1 Date 9 Year 70

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

7-94 6-95

AMERICORPS * NATIONAL CIVILIAN COMMUNITY CORPS

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly
Agriculture
Alcohol/Drug Treatment
Animal Welfare

Art / FILM

Children and Families
Civil Rights/Discrimination
Corrections/Law Enforcement

Economic Development/Trade

Environment/Natural Resources

Food Services

Handicapped/Disabled Issues

Health Care

Housing

Juvenile Justice Issues

Labor/Labor Relations

Land Use Planning

Library Services

Mental Health Services

Minority Affairs

Transportation

Other _____

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

NONE

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

JEAN SENECHAL

823-7211

DON MATHIS

202-565-2789 x-369

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

Signature: 

Date: 4-11-97

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair
1120 SW Fifth Room 1515
Portland, Oregon 97204 Tel. (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

MEETING DATE: JUN 05 1997

AGENDA # : C-13

ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointment to DUII Community Advisory Board

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED:

6/5/97

AMOUNT OF TIME NEEDED: Consent Calendar

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Appointment of Leland Block to the DUII Community Advisory Board, judicial position, for a term ending 5/30/99.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Guerly Stein

(OR)

DEPARTMENT

MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5212

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 MAY 21 PM 3:45



MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

DUII Community Advisory Board

- B. Name Leland Block

Address 3565 NE Mathison PL

City Portland State OR Zip 97212

Do you live in _____ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone 287-0199

- C. Current Employer Multnomah County Department of Juvenile and Adult Community Justice

Address 1401 NE 68th

City Portland State OR Zip 97213

Your Job Title Supervisor - Juvenile Justice

Work Phone 248-5357 (Ext) _____

Is your place of employment located in Multnomah County? Yes ☒ No _____

- D. Previous Employers _____ Dates _____ Job Title _____

Multnomah County 1967 to present various

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

Name of Organization	Dates	Responsibilities
Westside Family Center	1977-1993	Citizen Advisory Board

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Oregon State University	1963 to 1967	B S / Social Science
Portland State University	1968-1969	completed requirements for teaching certificate

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

Joanne Fuller 1401 NE 68th Apt 97213 248-3460

William Morris 1401 NE 68th Apt 97213 248-3460

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

I. Affirmative Action Information

Male

sex / racial ethnic background

birth date: Month 12 Day 26 Year 45

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

Signature



Date

5/6/97

MEETING DATE: JUN 05 1997
AGENDA #: C-41
ESTIMATED START TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointments of Voting Members of the Campaign Management Council

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: June 5, 1997
AMOUNT OF TIME NEEDED: Consent Item

DEPARTMENT: DSS

DIVISION: Finance

CONTACT: Theresa Sullivan

TELEPHONE #: x83635

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Jim Stegmiller

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Appointment of Myrna Blanchard, Chris Cameron, Jon Chess, Bobbi Damiani, Mike Delman, Karen Mayfield, Diane Morris, Helen O'Brien, Vera Pool, Karen Rhein, Jim Stegmiller, and Theresa Sullivan as Voting Members to the CAMPAIGN MANAGEMENT COUNCIL.

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____

(OR)
DEPARTMENT
MANAGER: _____

Theresa S. Sullivan

5-21-97

BOARD OF
COUNTY COMMISSIONERS
97 MAY 22 PM 1:29
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222

Meeting Date: JUN 05 1997
Agenda No: C-5

(Above space for Board Clerk's Office Use ONLY)

AGENDA PLACEMENT FORM

Subject: FY97-99 Revenue Agreement #400177 with Family Caring Network

BOARD BRIEFING Date Requested:
Amount of time:

REGULAR MEETING Date Requested: June 5, 1997
Amount of time: Consent Calendar

DEPARTMENT: Aging Services DIVISION: NA

CONTACT: Caroline Sullivan/Kathy Gillette TELEPHONE: 248-3620

BLDG/RM #: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Jim McConnell/Kathy Gillette

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Approval of continuing revenue Agreement #400177 with Family Caring Network for provision of case management and assessment services for insurance clients for the period through May 31, 1999.

6/30/97 originals to Caroline Sullivan

BOARD OF
COUNTY COMMISSIONERS
97 MAY 22 AM 11:37
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: James W. McConnell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: Call the Office of the Board Clerk 248-3277/248/5222



MULTNOMAH COUNTY OREGON

AGING SERVICES DEPARTMENT
AREA AGENCY ON AGING
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

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

MEMORANDUM

TO: Beverly Stein, Board Chair
FROM: Jim McConnell, Director *Jim McConnell*
DATE: May 8, 1997
SUBJECT: Revenue Agreement #400177 with Family Caring Network, Inc

I. Recommendation: The Aging Services Department recommends Board of County Commissioner approval of the attached revenue agreement with Family Caring Network, Inc., a subsidiary of LifePlans, Inc., for the period June 1, 1997 through May 31, 1999.

II. Analysis/Background: Family Caring Network (FCN) is a private for-profit organization which contracts with qualified agencies all over the country to provide case management and assessment services for individuals identified by its insurance clients. The Aging Services Department (ASD) was selected to provide these services for residents of Multnomah County. ASD case managers have been trained to use FCN protocols and the County is paid on a per-case basis.

III. Fiscal Impact: Revenue is anticipated and budgeted in the annual amount of \$7,000.

IV. Legal Issues: NA

V. Controversial Issues: NA

VI. Link to Current County Policies: Continues a public/private partnership.

VII. Citizen Participation: NA

VIII. Other Government Participation: NA

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 400177

Amendment #

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-5 DATE 6/5/97 DEB BOGSTAD BOARD CLERK

Department Aging Services Division _____ Date May 21, 1997
 Contract Originator Caroline Sullivan/Paul Tarrobing Phone 248-3620 Bldg/Room 161/3rd floor
 Administrative Contact Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor
 Description of Contract Revenue contract for assessments performed by Aging Services
Department case managers.

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

Contractor Name Family Caring Network, Inc.
 Mailing Address Two University Office Park - 51
Sawyer Road, Suite 340
Waltham MA 02154
 Phone (617) 893-7600
 Employer ID# or SS# _____
 Effective Date June 1, 1997
 Termination Date May 31, 1999
 Original Contract Amount \$ 7,000
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 7,000

(FCN) subsidiary of LifePlans, Inc.

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____
☐ Lump Sum \$ _____ ☐ Due on receipt
☐ Monthly \$ _____ ☐ Net 30
☐ Other \$ _____ ☐ Other _____
☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date May 21, 1997

Date _____

Date May 22, 1997Date June 5, 1997

Date _____

REQUIRED SIGNATURES:Department Manager James R. ConnellPurchasing Director (Class II Contracts Only) Katie GaetzerCounty Counsel William J. Stein

County Chair / Sheriff _____

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	011	1750			6818			FCN-Revenue	7,000	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

**LIFEPLANS
FAMILY CARING NETWORK CASE MANAGEMENT
AGREEMENT**

This Agreement is made as of the 1st day of June 1997,
between Family Caring Network, Inc. (FCN), a subsidiary of LifePlans, Inc. and
Aging Services Department Multnomah County (Provider).

BACKGROUND

The Family Caring Network provides a full range of risk management services to long term care insurers and their applicants/claimants. FCN wishes to make use of Provider's services and Provider is willing to make such services available as set forth in this Agreement.

Therefore, the parties agree as follows:

1. Right to Use Materials, Products and Trademarks

FCN hereby grants to Provider the right to utilize, on an exclusive basis, the materials developed for use by FCN and all products and trademarks related thereto (Materials), including, but not limited to, all forms, manuals, assessment instruments, training materials, documentation and other systems used or useful in fulfilling Provider's obligations under this Agreement. The Materials shall be used solely for the purpose of performing Case Management activities in strict accordance with this Agreement, as amended from time to time, from the commencement until the end of the term hereof, unless sooner terminated. No materials other than FCN approved Materials shall be used by Provider in carrying out services under this agreement. Provider brochures/materials may not be distributed to applicants except, when required, during the benefit determination & care management process.

All rights, title and interest in the Materials, including any intellectual property rights associated with the Materials, under any applicable federal or state statutory or common law shall at all times remain vested in LifePlans, Inc. or one or more of its affiliates. FCN disclaims any express or implied warranty that the materials or their use will be free from claims of interference or infringement of the patents, copyrights or other proprietary rights of any third party or claims of impermissible use of proprietary information of any third party or any warranty, express or implied, of the accuracy, reliability, technological or commercial value, comprehensives or merchantability of the Materials.

2. Definitions

2.1 Case Management. The term Case Management as it relates to FCN means specifically Long-Term Care Case Management. Long-Term Care Case Management is a service with three distinct components which collectively make up Case Management as defined for purposes of this Agreement.

- (a) Underwriting and Benefit Determination Assessment - Is a face to face evaluation utilizing a standardized assessment tool to determine the individual's needs and resources. The assessment provides some or all of the following information regarding the individual:
 - (1) functional level;
 - (2) cognitive status;
 - (3) health status;
 - (4) current living arrangement;
 - (5) use of formal and informal support systems.
- (b) Care Planning - Determining with the individual the appropriate and available mix of formal and informal services and resources to meet the individual's long-term care needs, and developing a Plan of Care to meet those needs;
- (c) Ongoing Care Management - Is the monitoring, reassessment, and discharge or termination component of case management. More specifically this includes:
 - (1) monitoring the service delivery, quality of care provided and status of the individual;
 - (2) reassessing the individual's cognitive status, health status, and functional level as they relate to the care provided and making appropriate changes as needed, and;
 - (3) closing the case once an individual no longer requires case management due to depletion of insurance coverage, death, or improved health, whereby case management services are no longer required.

Provider has the right to reveal its findings, plans and recommendations; only at the time of claim, to the client regardless of the company's final decision regarding client eligibility and/or services provided.

2.2. Competitor. Any Network agency or organization providing, offering or seeking to provide or offer Long Term Care Insurance Assessment services in more than one state, either directly or through coordinating activities, management agreements, affiliation or contracting with organizations or individuals shall notify FCN (Exhibit A)

3. Confidentiality

As part of your working relationship with LifePlans, Inc. and the Family Caring Network (FCN) you will be furnished with materials developed by LifePlans which are confidential and non-public. With respect to these materials; you and your staff agree to: keep secret and not disclose, reproduce or remove from your or our premises, nor use for your benefit or the benefit of others, any confidential or proprietary materials unless expressly authorized in writing by one of our executive officers.

4. Schedule of Services To Be Provided

4.1. Services Provided by FCN. FCN will provide national coordination, operational management and network development services.

4.2. Services Provided by Provider. Provider is responsible for providing Case Management services using FCN approved protocols as specified in agreements with insurance clients including, without limitation, when specified:

- (a) Assessments conducted in conjunction with an individual's application for Insurance;
- (b) Assessments conducted in conjunction with an insured's filing of a claim for insurance benefits;
- (c) Care Planning and Plan of Care;
- (d) Ongoing care management

5. Term

The Term of this Agreement shall begin as of the date hereof and continue in force for twelve months unless otherwise terminated pursuant to the terms of this Agreement. At the expiration of each term, this Agreement will automatically renew for an additional twelve month period unless a party sends written notice of termination via receipted mail to the other party sixty (60) days prior to the expiration of the then current term.

6. Territory

The Network Provider's Territory shall be a geographical area described in Exhibit B which is attached to this Agreement and incorporated herein by reference, in which the Provider has the right to use the FCN Materials, and in which the Provider agrees to provide Case Management and related services as a designated representative of the Network, either directly or through sub-contracts.

7. Service Referrals

7.1. General. FCN is responsible for making available the services of the Provider organizations to individuals and groups such as national and regional insurance companies, employers, and unions. FCN or LifePlans, Inc. will develop and manage the group contracts for Case Management services, and all referrals will be coordinated through a centralized national intake center which receives calls, collects identifying and accounting information, conducts a preliminary needs screen and makes referrals to the appropriate Provider organization.

7.2. Overlapping Territories. In the event Territories overlap, or if there are multiple Providers within a Territory, referrals will be made as determined by FCN, on the basis of the following criteria:

- (a) Prior affiliation of the individual with a specific Provider;
- (b) Individual preference for Provider with specific mutual affiliation;
- (c) Geographic proximity;
- (d) Cost of service.

8. Fees and Payments

8.1 Fees. Fees shall be as set forth in EXHIBIT C attached to this Agreement.

8.2 Payments

- 8.2.1. Billing. Providers will be responsible for maintaining separate service documentation and accounting for all individuals referred to the Provider by FCN. Providers will use FCN forms and procedures to submit the required service documentation and accounting information on a monthly basis.
- 8.2.2. Payments. The Provider will submit the billing to FCN for payment and FCN will pay the Provider for all services rendered and documented according to the requirements specified. Payment will be made within 30 days of receipt of accurate billing.
- 8.2.3. Documentation and Record Keeping. FCN will develop the necessary documentation and reporting systems and supports (e.g. forms, etc.) to implement the billing system. The Provider will be responsible for maintaining all service documentation in accordance with the terms of any Agreement. Individual billing records shall be kept for a minimum of five (5) years, and FCN, having given reasonable notice, shall have the right at any time during that period to audit, at its own expense, the service records and all related accounting records for individuals referred to the Provider by the Network.

9. Default and Termination

- 9.1. By Provider. The Provider may terminate this Agreement, on the first day of the month following at least 60 days written notice of termination, via receipted mail.
- 9.2. By FCN. FCN may terminate the Agreement on the first day of the month following written notice, via receipted mail. FCN may terminate for any of the following:
 - (a) If Provider fails to follow agreed upon protocols in provision of Case Management services;
 - (b) If Provider fails to meet agreed upon standards of excellence in provision of Case Management services;
 - (c) If Provider shall abandon Case Management activities in any part of the Territory;
 - (d) If Provider shall attempt to assign this Agreement or otherwise sell, assign, transfer or encumber the Materials without the written consent of FCN as herein above provided;

- (e) If Provider or any of its employees fails to conduct the Provider's activities in substantial compliance with any applicable law or regulation, local or national;
- (f) If Provider or a person or entity controlling, controlled by, or under common control with Provider becomes insolvent (as revealed by its records or otherwise); or if an involuntary petition is filed against it and such petition is not dismissed within thirty (30) days, or if it shall make an assignment for the benefit of creditors; or if a receiver or trustee in bankruptcy or similar officer, temporary or permanent, be appointed to take charge of any of its affairs or any of its property; or if dissolution is commenced;
- (g) If Provider, by the conduct of its activities materially impairs the value of the Materials, in the reasonable judgment of FCN.

10. Liability; Indemnity

The relationship between LifePlans, Family Caring Network and the Provider is that of independent contractors, and neither shall be considered an agent or representative of the other for any purpose. Each party shall be responsible for action and services separately attributable to itself and to its employees and staff. This paragraph shall survive termination of this agreement. At all times the Provider shall keep in force a general liability insurance policy issued by a company authorized to transact business in the providers state of business. Limits of liability shall be in the amount of \$1,000,000 per incident \$3,000,000 aggregate. The Provider agrees to indemnify and hold harmless FCN and its insurance company customers, employees and agents for any losses or damages resulting from the wrongful acts, omissions or negligence of the Provider, its employees, or agents under this Agreement.

11. Notices

All notices, requests, demands, and other communications hereunder shall be in writing and delivered or mailed, with postage prepaid, to the party intended, at its address as set forth on the signature page of this Agreement or such different address as may be furnished by written notice.

12. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other, except that it may be assigned by FCN without Provider's consent to any corporation affiliated with it by stock ownership or any successor to the operations of the Network.

13. Binding

This Agreement shall inure to and bind the successors, assigns and representatives of the parties.

14. Entire Agreement

This Agreement contains the entire agreement between the parties hereto; no representations, inducements, promises, or agreements, oral or other, between the parties not embodied herein, shall be of any force or effect.

15. Amendment of Agreement

This Agreement may be amended only by a written instrument signed by the parties hereto.

16. Headings

The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement nor the intent of any provision thereof.

17. Governing Law

This Agreement shall be construed under the laws of The Commonwealth of Massachusetts.

18. Severability

In the event one or more clauses of this agreement is/are deemed by a court of law to be unlawful and/or unenforceable all other clauses of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

By: _____
FAMILY CARING NETWORK

Two University Office Park
51 Sawyer Road, Suite 340
Waltham, MA 02154

By: _____

TITLE

EXHIBIT A

Competitor Disclosure

(Provider) _____, provides Long-Term Care
Assessment services with the following organizations:

EXHIBIT B - TERRITORY

Please list the counties your agency will cover:

EXHIBIT C

WORKSHEET: FAMILY CARING NETWORK SERVICE PRICING

Name of Organization: _____

CITY: _____ State: _____

All of the rates are *per case and inclusive of travel & mileage*. FCN agrees to supply air mailers to be used exclusively for the remittance of completed FCN case management technologies.

PRICING

Underwriting Assessments	\$80
Benefit Determination Assessments	\$110
Re-Assessment	\$110
Needs Assessment	\$50
Care Plan	\$50
Ongoing Care Management	\$125/month

SIGNED: Beverly Stein 6/5/97
DATE

Multnomah County Chair

Signed James McConnell 5/20/97
DATE
James McConnell, Director
Aging Services Department

Title _____

REVIEWED:
County Counsel for Multnomah County, OR

SIGNED Katie Gaetjens
DATE 5/22/97
Assistant County Counsel

Signed _____
for Family Caring Network

Date _____



RECEIVED

MAY 20 1997

AGING SERVICES DEPARTMENT

MULTNOMAH COUNTY OREGON

BEVERLY STEIN
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 97293

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

May 19, 1997

Family Caring Network
2 University Office Park
51 Sawyer Rd., Suite 340
Waltham, MA 02154

To whom it may concern:

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

c: Caroline Sullivan

MEETING DATE: JUN 05 1997
AGENDA NO: C-60
ESTIMATED START TIME: 9:30 am

(Above space for Board Clerk's Use Only)
AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Expenditure Agreement Between Oregon Health Sciences University-Addictions Treatment and Training Clinic and County Department of Community and Family Services.

BOARD BRIEFING

Date Requested: _____
Requested By: _____
Amount of Time Needed: consent

REGULAR MEETING

Date Requested: _____
Amount of Time Needed: _____

DEPARTMENT: Community and Family Services
CONTACT: Lorenzo Poe/Norma Jaeger

DIVISION: _____
TELEPHONE: 248-3691
BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Norma Jaeger

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement 100058 with Oregon Health Sciences University-Addictions Treatment and Training Clinic for Alcohol and Drug DUII Information/Rehabilitation Programs and Gambling Addiction Treatment.

6/30/97 originals to Sara fix

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: Lorenzo Poe ms

BOARD OF
COUNTY COMMISSIONERS
97 MAY 27 AM 8 40
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Beverly Stein, Multnomah County Chair

FROM: Lorenzo Poe, Director *Lorenzo Poe mis*
Department of Community and Family Services

DATE: April 18, 1997

SUBJECT: Intergovernmental Agreement between the Department of Community and Family Services and the Oregon Health Sciences University-Addictions Treatment and Training Clinic

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the attached contract with Oregon Health Sciences University-Addictions Treatment and Training Clinic, for the period July 1, 1997 through June 30, 1998.

II. Background/Analysis: The Department of Community and Family Services is contracting with Oregon Health Sciences University-Addictions Treatment and Training Clinic to purchase DUII program services and gambling addiction treatment. The Oregon Health Sciences University contract includes: hearing impaired interpreter services, DUII information and rehabilitation programs, DUII information and rehabilitation programs for hearing impaired and non-English speaking, and three alcohol and drug voucher services. The funds for alcohol and drug voucher services comes from CSD and Target City. The funds for gambling addiction treatment come from State video poker revenues. The funds for DUII program services and hearing impaired interpreter services come from the State Office of Alcohol and Drug Abuse Programs.

III. Financial Impact: Funds for this contract are included in the Departmental budget. The total funding for gambling addiction treatment is \$251,110. All other programs are funded on a fee for services basis. This contract is for a period of one year. The contract is covered under: a) State Certification and RFPQ #R952-43-0205 for DUII programs dated 9/96 and b) RFPQ #R952-06-0137 for gambling addiction treatment dated 6/96.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: These DUII programs address the Alcohol/Drug Diversion benchmark; 75% clients without a subsequent offense during the year following treatment.

VII. Citizen Participation: none

VIII. Other Government Participation: none

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X]

Prior-Approved Contract Boilerplate: ☒ X Attached; ☐ Not Attached

Contract # **100058**

Amendment # 0

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Intergovernmental Agreement Under \$50,000	<input type="checkbox"/> Professional Services over \$50,000 (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 <input type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center; font-weight: bold;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-6</u> DATE <u>6/5/97</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: Community & Family Services

Administrative Contact: Sara D. Fix

Description of Contract:

Division:

Phone: 248-3691 ext. 83981

Date: April 18, 1997

Bldg/Room: 166/7th

This contract purchases: a) DUII Information and DUII Rehabilitation Programs, and b) Gambling Addiction Treatment.

RFP/BID a) State Cert., #R952-43-0205 b) R952-06-0137

Date of RFP/BID: a) 9/96 b) 6/96

Exemption Expiration Date: _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF ☒ N/A ☐ None

Original Contract No. _____ (Only for Original Renewals)

<p>Contractor Name: <u>Oregon Health Sciences University-Addictions Treatment and Training Clinic</u></p> <p>Mailing Address: <u>621 SW Alder, Suite 520</u> <u>Portland, OR 97204</u></p> <p>Phone: <u>(503) 494-4745</u></p> <p>Employer ID# or SS#: <u>93-1176109</u></p> <p>Effective Date: <u>July 1, 1997</u></p> <p>Termination Date: <u>June 30, 1998</u></p> <p>Original Contract Amount: <u>\$ 251,110. + Requirements</u></p> <p>Total Amt of Previous Amendments: <u>\$ 0 + Requirements</u></p> <p>Amount of Amendment: <u>\$ 0 + Requirements</u></p> <p>Total Amount of Agreement: <u>\$ 251,110. + Requirements</u></p>	<p>Remittance Address (if different) _____</p> <hr/> <p style="text-align: center;">Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>Mo Allot/Per Invoice</u></p> <p><input type="checkbox"/> Quarterly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p style="padding-left: 40px;">Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ <u>See Attached</u></p> <p style="padding-left: 40px;">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	---

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Poe* Date: 5/20/97

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: *[Signature]* Date: 5/23/97

County Chair/Sheriff: *[Signature]* Date: 6/5/97

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE 62 3502				VENDOR NAME OHSU/ATTC				TOTAL AMOUNT: \$ 251,110 + Requirements			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	S UB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	Inc/Dec Ind.
									See Attached		

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

COMMUNITY AND FAMILY SERVICES DEPARTMENT
 CONTRACT APPROVAL FORM SUPPLEMENT
 Contractor : ADDICTIONS TREATMENT & TRAINING

Page 1 of 1
 5/16/97

Vendor Code : 623502

Fiscal Year : 97/98

Amendment Number : 0

Contract Number : 100058

LINE	FUND	AGEN	ORG CODE	ACTIVY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMET AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
59	156	010	1661	A60H	6060	9101X	A&D SMHD A&D Hearing Impaired Interpreter Services/State MH	Requirements		Requirement	\$5,000.00
56	156	010	1661	A66V	6060	9107F	A&D CSD East Project Team A&D Voucher Services	Requirements		Requirement	\$10,000.00
57	156	010	1661	A66V	6060	9109F	A&D CSD/MID Fam Supp Team A&D Voucher Services	Requirements		Requirement	\$10,000.00
58	156	010	1671	A66V	6060	9114F	A&D Target City Tx Enhancement A&D Voucher Services	Requirements		Requirement	\$10,000.00
54	156	010	1661	A68H	6060	9101X	A&D SMHD A&D DUII Info Hearing Impaired/Non- Eng-Speaking	Requirements		Requirement	\$500.00
52	156	010	1661	A68X	6060	9101X	A&D SMHD A&D DUII Information Program	Requirements		Requirement	\$1,000.00
55	156	010	1661	A78H	6060	9101X	A&D SMHD A&D DUII Rehab Hearing Impaired/Non-Eng Speaking	Requirements		Requirement	\$1,000.00
53	156	010	1661	A78X	6060	9101X	A&D SMHD A&D DUII Rehabilitation Program	Requirements		Requirement	\$20,000.00
01	156	010	1661	A81X	6060	9103S	A&D Vid Poker:Gambling Tx A&D Gambling Addiction Treatment	\$251,110.00		\$251,110.00	
TOTAL								\$251,110.00	\$0.00	\$251,110.00	\$57,500.00

CONTRACT FOR SERVICES
MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

#100058

TERM OF CONTRACT:	From: July 1, 1997	To: June 30, 1998
CONTRACTOR NAME:	Oregon Health Sciences University - Addictions Treatment and Training Clinic	TELEPHONE: 503-494-4745 IRS NUMBER: 93-1176109
CONTRACTOR ADDRESS:	621 SW Alder Street, Suite 520 Portland, Oregon 97204	

This contract is between Department of Community and Family Services, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Oregon Health Sciences University-Addictions Treatment and Training Clinic, hereinafter referred to as "CONTRACTOR".

This contract contains the following documents, which are herein incorporated by reference:

• Part A.	Statement of Work	Pages A1 - A2
• Attachment A.	Service Elements and Contract Amounts	Pages 1-2
• Part B.	General Conditions	Pages B1 - B11
• Part C.	Programmatic General Conditions	Pages, AD1
• Part D.	Certifications	Pages D1-D8
• Part E.	Signatures	Page E-1

PART A. STATEMENT OF WORK

1. Services

CONTRACTOR agrees to provide services as summarized below and detailed in Attachment A: Service Elements and Contract Amounts. COUNTY agrees to reimburse CONTRACTOR for providing COUNTY-funded services under the payment terms and up to the amounts specified in Attachment A. As applicable, and subject to program instructions, by this reference made part of this contract, CONTRACTOR agrees to also provide Title XIX services within the service element(s) marked **State Payment** in Attachment A. For these Title XIX services, CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-0000 through 0230. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds identified **State Payment** are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

Service	Service Description (Procurement Authorization)
BEHAVIORAL HEALTH PROGRAM	
Hearing Impaired Interpreter Services	Hearing Impaired Interpreter Services is a service element developed by the State office of Alcohol and Drug Abuse Programs.
Alcohol and Drug Voucher Services	Voucher services for three service areas, include: <ul style="list-style-type: none">• Enhanced Alcohol and Drug Residential• Drug Outpatient Voucher• Synthetic Opiate
DUII Program Services	Information and rehabilitation programs with an emphasis on the effects of driving under the influence of intoxicants. (State Certified and RFPQ #952-43-0205 dated 9/96).
DUII Program Services for Hearing Impaired & Non-English Speaking	Information and rehabilitation programs for hearing impaired and non-English speaking clients. (State Certified and RFPQ #R952-43-0205 dated 9/96).
Gambling Addiction Treatment	Outpatient gambling addiction treatment for pathological and problem gamblers with a dual-addiction. (RFPQ # R952-06-0137, dated 6/96).

2. Service Standards

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the applicable COUNTY and State service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the applicable Request for Proposal and contractor's response to that proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. This includes program instructions/special conditions on mental health and developmental disabilities service elements. Descriptions of work attached to the contract, including: Statement of Work; Reference Sheet for Statement of Work; Table A: Alcohol and Drug Services Specifications; Supplemental Schedule A; Supplemental Schedule B; Supplemental Schedule C; are binding upon CONTRACTOR and any subsequent changes made to these documents during the terms of the agreement.

b. CONTRACTOR shall provide written notice and obtain written COUNTY approval prior to implementing any substantive program change and/or change in method of service delivery that affects level, scope, or outcome of client services funded under this contract.

3. Program Outcomes

a. CONTRACTOR shall track, at a minimum, the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document and report this outcome data to COUNTY at least quarterly, or as instructed by COUNTY.

Program Office/Project Name	Outcome	Target # or %
Alcohol/Drug Diversion	• Clients without a subsequent offense during the year following treatment.	75%
	• Compliance with State Performance Indicators	100%
Alcohol/Drug Gambling Addiction Treatment	• Clients leaving treatment who complete treatment plans and achieve abstinence or control over behavior.	35%

b. CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

4. Advances

Depending on funding source rules and method of payment, upon written request from CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR'S initial expenses for operation, up to 30 days of the contract funding amount, not to exceed \$0. An additional advance up to 15 days of the contract funding amount, \$0, may be made upon receipt and COUNTY approval of a spending plan showing unusual operating expenses. The total advance shall not exceed \$0. Such advances shall be recovered against expenditures in accordance with a schedule established by the COUNTY.

5. Special Conditions

a. CONTRACTOR agrees to serve adult clients in accordance with priorities in Table A, in conformance with applicable State Administrative Rules.

b. CONTRACTOR, as a provider of Restricted License for Driving services, agrees to meet, in addition to the standards listed in Special Condition A. Above, Oregon Administrative Rules 415-55-000 through 415-55-035.

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

**Attachment A:
Service Elements and Contract Amounts**

Contractor Name : ADDICTIONS TREATMENT & TRAINING	Vendor Code: 623502
Contractor Address : 621 SW ALDER - SUITE 520 PORTLAND OR 97204	
Telephone : 494-4745	Fiscal Year : 97/98
Federal ID # : 93-1176109	

Program Office Name : BHP Alcohol & Drug Contracts

Service Element Name : A&D Hearing Impaired Interpreter Services/State MH (A60H)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/97	6/30/98	Per Invoice	Fee for Service	Req't's	Per State		Req't's
Total					Req't's			Req't's

Service Element Name : A&D Voucher Services (A66V)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/97	6/30/98	Per Invoice	Fee for Service	Req't's	Per Sch C		Req't's
0	7/1/97	6/30/98	Per Invoice	Fee for Service	Req't's	Per Sch C		Req't's
Total					Req't's			Req't's

Service Element Name : A&D DUII Info Hearing Impaired/Non-Eng-Speaking (A68H)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/97	6/30/98	Per Invoice	Fee for Service	Req't's	Per Sch B		Req't's
Total					Req't's			Req't's

Service Element Name : A&D DUII Information Program (A68X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/97	6/30/98	Per Invoice	Fee for Service	Req't's	Per Sch A		Req't's
Total					Req't's			Req't's

Service Element Name : A&D DUII Rehab Hearing Impaired/Non-Eng Speaking (A78H)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/97	6/30/98	Per Invoice	Fee for Service	Req't's	Per Sch B		Req't's
Total					Req't's			Req't's

Service Element Name : A&D DUII Rehabilitation Program (A78X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/97	6/30/98	Per Invoice	Fee for Service	Req't's	Per Sch A		Req't's

**Attachment A:
Service Elements and Contract Amounts**

Contractor Name : ADDICTIONS TREATMENT & TRAINING		Vendor Code: 623502
Contractor Address : 621 SW ALDER - SUITE 520 PORTLAND OR 97204		
Telephone : 494-4745	Fiscal Year : 97/98	Federal ID # : 93-1176109

Program Office Name : BHP Alcohol & Drug Contracts

Total	Req't's	Req't's
-------	---------	---------

Service Element Name : A&D Gambling Addiction Treatment (A81X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/97	6/30/98	Monthly Allotment	Cost Reimbursement				\$251,110.00

Total	Req't's	Req't's
-------	---------	---------

Program Office Name : BHP A&D Target City Tx Enhancement A& D Voucher Services

Service Element Name : A&D Voucher Services (A66V)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/97	6/30/98	Per Invoice	Fee for Service	Req't's	Per Sch C		Req't's

Total	Req't's	Req't's
-------	---------	---------

BEHAVIORAL HEALTH PROGRAM: ALCOHOL AND DRUG SERVICES

Contractor Name: Oregon Health Sciences University/Addictions Treatment and Training Clinic
 Telephone: 494-4745
 Contractor Address: 621 SW Alder, Suite 520
 Portland, Oregon 97204
 IRS #: 93-1176109

PART A. STATEMENT OF WORK

Service	Service Element	Fund Source	Units (Number of Beds or Slots)	Payment Method and Basis	Rate (Per Bed/Slot)	Maximum Funds
---------	-----------------	-------------	---------------------------------	--------------------------	---------------------	---------------

Special Projects: Hearing Impaired/Language Interpreter Services	A-D 60 {A60H}	State	NA	Per Invoice - Fee for Service	NA	Requirements
---	------------------	-------	----	-------------------------------	----	--------------

Gambling Addiction Treatment	A-D 49 {A81X}	Video Poker	NA	Monthly Allotment - Cost Reimbursement	NA	\$ 251,110
------------------------------	------------------	-------------	----	--	----	------------

DUII Information Program	A-D 68 {A68X}	State	Up to 12 Hours per Client	Per Invoice - Fee for Service	Per Supplemental Schedule A	Requirements
DUII Rehabilitation Program	A-D 78 {A78X}	State	Up to 40 Hours per Client	Per Invoice - Fee for Service	Per Supplemental Schedule A	Requirements

DUII Information Program for Hearing Impaired & Non-English Speaking	A-D 68 {A68H}	State	Up to 12 Hours per Client	Per Invoice - Fee for Service	Per Supplemental Schedule B	Requirements
DUII Rehabilitation Program for Hearing Impaired & Non-English Speaking	A-D 78 {A78H}	State	Up to 40 Hours per Client	Per Invoice - Fee for Service	Per Supplemental Schedule B	Requirements

Alcohol and Drug Voucher Services:		CSD Target City	Per Supplemental Schedule C	Per Invoice-Fee for Service	Per Supplemental Schedule C	Requirements
Enhanced Alcohol & Drug Residential	A-D 59 {A66V}					
Chemical Dependency Outpatient Voucher	A-D 65 {A66V}					
Methadone Voucher {Synthetic Opiate}	A-D 69 {A66V}					

PROGRAM OUTCOMES

Outcome	Program	% Goal
Clients without a subsequent offense during the year following treatment	Alcohol/Drug Diversion	75%
Clients (gamblers) leaving treatment who complete treatment plans and achieve abstinence or control over behavior	Alcohol/Drug Gambling Addiction Treatment	35%

CONTRACT SPECIAL CONDITIONS

A. Contractor agrees to serve adult clients in accordance with priorities in Table A, in conformance with applicable State Administrative Rules.

B. Contractor, as a provider of Restricted License for Driving (RLD) services, agrees to meet, in addition to the standards listed in Special Condition A. above, Oregon Administrative Rules 415-55-000 through 415-55-035.

BEHAVIORAL HEALTH PROGRAM: ALCOHOL AND DRUG SERVICES

Reference Sheet for Part A: Statement of Work / 1. Services

Fiscal Year 1997-98

Service	State and County I.D. Codes	County Activity Codes	Service Description
A&D Consultation	A00C	A00C	Provide consultation services to Multnomah County staff assigned to various projects (i.e., Target Cities Project, Project Team) as described in individual contracts.
Education/Support Group: Imani Women's Support Project	A06W	A06W	Provide support and encouragement to pregnant alcohol and/or drug dependent women to participate in recovery groups and other supportive services.
Language Interpreter Services	A17L	A17L	Provide Spanish Interpretation Services for Spanish speaking offenders mandated to attend Victims Panel.
Gambling Addiction Treatment	A-D 49	A81X	Provide non-residential assessment of coexistence of gambling addiction and other problems not limited to but including alcohol and other drug addiction, mental disorders and significant health problems. Provide gambling addiction treatment services. Refer clients, if necessary, for treatment of alcohol and other drug problems, mental health disorders and other health problems.
Enhanced Alcohol and Drug Residential Voucher Services	A-D 59	A66V	Individuals admitted are pregnant women and are alcohol and/or drug dependent and in need of 24 hour-per-day supervision, treatment, and care.
Special Projects:			
Hearing Impaired/Language Interpreter Services	A-D 60	A60H	Provide financial assistance to alcohol and drug treatment providers for interpreter services for clients who are deaf or hearing-impaired, or limited in English proficiency.
Marketing of Designated Purpose Slots	A-D 60	A60M	Funding to be used to market designated purpose slots.
Critical Support Services for Women	A-D 60	A60W	Provide critical support services to women such as child care, parenting classes, transportation, etc. which are offered in conjunction with alcohol and drug abuse treatment and which support women in recovery.

Alcohol Residential Care	A-D 61	A61A - African American A61C - CSD A61H - Hispanic A61N - Native American A61P - Homeless/Public Inebriate A61S - Residential Startup A61V - Adult Intensive A61W - Women A61X - Basic Care	Individuals admitted are primarily dependent on alcohol and in need of 24 hour-per-day supervision, treatment and care.
Drug Residential Care	A-D 62	A62A - African American A62C - CSD A62H - Hispanic A62N - Native American A62S - Residential Startup A62V - Adult Intensive A62W - Women A62X - Basic Care A62Z - State RFP #1996-03	Individuals admitted are alcohol and/or drug dependent and in need of 24 hour-per-day supervision, treatment and care.
Non-Hospital Alcohol Detoxification	A-D 63	A63X - Basic Services A63W - Women A63D - Dual Diagnosis	Provide 24 hour-per-day non-hospital evaluation, stabilization, and treatment services for persons suffering from acute alcohol intoxication or alcohol withdrawal symptoms and who are in need of supervision through the withdrawal process. Primary objective is to stabilize the person in order to begin treatment of the alcohol abuse problem or to promote acceptance of appropriate referrals.
Chemical Dependency Outpatient	A-D 65	A65A - African American A65C - CSD A65H - Hispanic A65I - Women Intensive A65N - Native American A65Q - Homeless Incentive A65S - Outpatient Startup A65T - Youth Intensive A65W - Women A65X - Basic Services A65Y - Youth	Provide non-residential assessment and treatment services for chemical dependency clients who are not in need of 24 hour-per-day supervision for effective treatment of their chemical dependency. Programs awarded outpatient slots designated for youth must treat clients who are 18 years of age or younger.
Alcohol and Drug Voucher Services	A-D 59 A-D 65 A-D 69	A66V - Voucher	Enhanced Alcohol and Drug Residential, Chemical Dependency Outpatient, and Methadone Maintenance treatment services are provided to specific populations and paid on a fee-for-service basis through voucher designating eligibility.
DUII Information Program	A-D 68	A68H - Hearing Impaired / Non-English Speaking A68X - Basic Services	Provide short-term (12 hours minimum) didactic alcohol and drug education programs with an emphasis on the effects of driving under the influence of intoxicants for clients who have been charged with driving under the influence of intoxicants (DUII) for the first time and who are determined to be careless social drinkers.
Methadone Maintenance	A-D 69	A69X - Basic Services	Provide non-residential assessment and treatment to persons who are not in need of 24 hour-per-day supervision for effective treatment of their opiate dependency.

Prevention and Early Intervention Programs	A-D 70	A70A - APAC A70B - APAC Fiscal A70C - Columbia Villa A70D - Recovery Demo A70Y - Student	Implement prevention and early intervention projects which add to the continuum of strategies that maximize community commitment and involvement in the reduction of alcohol, tobacco and other drug problems, the reduction of factors predicted to increase such use problems, and increasing the presence of protective factors research demonstrates reduce such problems.
Community Intensive Residential Treatment (CIRT)	A-D 71	A71W - Women A71X - Basic Services A71Y - Youth	Provide highly structured alcohol and drug abuse treatment environment on a 24 hour-per-day, 7 days-per-week basis for individuals admitted who are alcohol and/or drug dependent.
Non-Hospital Drug Detoxification	A-D 73	A73Q - Homeless Incentive A73X - Basic Services	Provide 24 hour-per-day non-hospital evaluation, stabilization, and treatment services for persons who are suffering from drug addicted or drug withdrawal symptoms and who are in need of supervision through the drug withdrawal episode. Primary objective is to stabilize the person in order to begin treatment of the substance abuse problem.
DUII Rehabilitation Program	A-D 78	A78H - Hearing Impaired / Non-English Speaking A78X - Basic Services	Serve clients who have been charged with driving under the influence of intoxicants (DUII) for the second or subsequent time(s), are determined to be problem drinkers, and have been referred for treatment according to the "criteria for client classification".
Day Treatment for Youth	A-D 80	A80X - Basic Services	Provide 5 days-per-week, 4 hours-per-day of structured therapeutic services for adolescents between the ages of 10 and 17 to assist chemically dependent youth to function without alcohol or drugs in the family, school, and community.
Acupuncture	A-D 84	A84X - Basic Services	Provide acupuncture to individuals addicted to alcohol and/or other drugs of abuse to alleviate discomfort associated with withdrawal or abstinence syndrome and offer intervention to encourage and assist the person to continue alcohol or other drug abuse treatment.
Marijuana Education- Level I	A-D 87	A87D - Adult Services A87E - Adult/Adolescent	Provide short term (12 hour minimum) substance abuse education to clients who are offenders charged with unlawful knowing or intentional possession of less than one ounce of marijuana.
Marijuana Treatment- Level II	A-D 88	A88D - Adult Services A88E - Adult/Adolescent	Provide a minimum of 40 hours of outpatient therapy and educational services to clients who have been charged with unlawful knowing or intentional possession of less than one ounce of marijuana.
Marijuana Evaluation Specialists	A-D 89	A89X - Basic Services	Provide evaluation of individuals referred by the criminal justice system. Referral of evaluated clients to a program providing appropriate services.
Sobering Services	A-D 93	A93X - Basic Services	Provide 24 hour-per-day, 7 days-per-week facility to manage intoxicated persons, both voluntary and involuntary, and assess medical emergencies of intoxicated individuals.
Methadone Detoxification	A-D 99	A99X - Basic Services	Provide non-residential assessment and treatment to persons who are not in need of 24 hour-per-day supervision for effective treatment of their opiate dependency. Methadone detoxification services may include the administration of prescribed methadone or levo-alpha-acetylmethadol hydrochloride (LAAM) or other synthetic opiate.

TABLE A: ALCOHOL AND DRUG SERVICES SPECIFICATIONS

Service Element	Applicable Administrative Rule	Beds/Slots	Minimum Utilization	Admission/Priority Population
Enhanced Alcohol & Drug Residential Services (A-D 59)	OAR 410-10-000 through 410-10-170	NA	NA	<ul style="list-style-type: none"> • Women or pregnant women. • Referrals identified by authorized special project personnel.
DUII Information Program (A-D 68) <hr/> DUII Rehabilitation Program (A-D 78)	OAR 415-51-000 through 415-51-130	NA	NA	Indigent as defined by State Office of Alcohol and Drug Abuse Programs

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

BEHAVIORAL HEALTH PROGRAM: ALCOHOL AND DRUG SERVICES

SUPPLEMENTAL SCHEDULE A
DUII Programs

Service Element	Fund Source	Rate/Unit	Limitations - Maximum Total Payable Per Client	Method & Basis of Payment
-----------------	-------------	-----------	--	------------------------------

DUII Information Program (A-D 68)	State	\$8.21 per hour	\$98.52 per eligible indigent client	Per Invoice - Fee for Service
		\$4.11 per hour	\$49.32 per eligible partially indigent client	

DUII Rehabilitation Program (A-D 78)	State	\$13.67 per hour	\$546.80 per eligible indigent client	Per Invoice - Fee for Service
		\$6.84 per hour	\$273.60 per eligible partially indigent client	

Reimbursement is limited to 12 hours for DUII Information Program (A-D 68) and 40 hours for DUII Rehabilitation Program (A-D 78)				
--	--	--	--	--

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

BEHAVIORAL HEALTH PROGRAM: ALCOHOL AND DRUG SERVICES

SUPPLEMENTAL SCHEDULE B

DUII Programs for Hearing Impaired and Non-English Speaking

Service Element	Fund Source	Rate/Unit	Limitations - Maximum Total Payable Per Client	Method & Basis of Payment
-----------------	-------------	-----------	--	------------------------------

DUII Information Program (A-D 68) for Hearing Impaired and Non-English Speaking	State	\$33.21 per hour (\$8.21 + \$25 interpreter)	\$398.52 per eligible indigent client	Per Invoice - Fee for Service
		\$29.11 per hour (\$4.11 + \$25 interpreter)	\$349.32 per eligible partially indigent client	

DUII Rehabilitation Program (A-D 78) for Hearing Impaired and Non-English Speaking	State	\$38.67 per hour (\$13.67 + \$25 interpreter)	\$1,546.80 per eligible indigent client	Per Invoice - Fee for Service
		\$31.84 per hour (\$6.84 + \$25 interpreter)	\$1,273.60 per eligible partially indigent client	

Reimbursement is limited to 12 hours for DUII Information Program (A-D 68) and 40 hours for DUII Rehabilitation Program (A-D 78)

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

BEHAVIORAL HEALTH PROGRAM: ALCOHOL AND DRUG SERVICES

SUPPLEMENTAL SCHEDULE C Alcohol and Drug Voucher Services

Service Element	Fund Source	Rate/Unit	Frequency Limitations	Method & Basis of Payment
Enhanced Alcohol and Drug Residential (A-D 59)	CSD Target City	\$30.06 per day per authorized client	120 bed days per authorized client	Per Invoice - Fee for Service
Drug Abuse Assessment (A-D 65)	CSD Target City	\$15.22 per quarter hour	8 units per day maximum; once per client within 12 months	Per Invoice - Fee for Service
Individual Therapy * (A-D 65)	CSD Target City	\$15.22 per quarter hour	8 units per day maximum; 24 units per client per month	Per Invoice - Fee for Service
Group Therapy (A-D 65)	CSD Target City	\$5.07 per quarter hour	12 units per day maximum; 50 units per client per week	Per Invoice - Fee for Service
Family Therapy * (A-D 65)	CSD Target City	\$15.22 per quarter hour	8 units per day maximum; 24 units per client per month	Per Invoice - Fee for Service
Urinalysis (A-D 65)	CSD Target City	\$19.95 per sample tested	1 unit per day maximum; 4 units per client per month	Per Invoice - Fee for Service
Consultation (A-D 65)	CSD Target City	\$15.22 per quarter hour	2 units per day maximum; 2 units per client per week	Per Invoice - Fee for Service
Methadone Dosing - Dispensing (A-D 69)	CSD Target City	\$3.66 per single dosing	1 unit per day maximum; 7 units per client per week	Per Invoice - Fee for Service

* Any combination of individual and/or family therapy cannot exceed the maximum of 8 units (2 hours) per week total.

PART C. PROGRAM GENERAL CONDITIONS: ALCOHOL/DRUG SERVICES

1. Certificate of Approval

CONTRACTOR must maintain a Certificate of Approval from the State of Oregon Mental Health and Developmental Disability Services Division (OAR 309-12-130) or the State Office of Alcohol and Drug Abuse Programs in order to continue contracting for services through the COUNTY.

2. Client Injury or Death

a. CONTRACTOR agrees to notify COUNTY by phone of all serious injuries or deaths that occur to clients enrolled in programs funded through this agreement on the same working day that they occur. If the injury or death occurs after normal business hours or on a weekend, it is to be reported on the next working day. Notification should be directed to the Behavioral Health Program Manager or Operations Manager. A written report shall be submitted to the Administrator of Quality Assurance within five (5) working days of the incident.

b. COUNTY may conduct a fact-finding inquiry into all such serious injuries and deaths reported.

3. Fees

Unless otherwise provided in program instructions, CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 309.14.030 and shall expend revenue received from such fees only in support of mental health services and/or alcohol and drug services which meet the standards of Oregon Administrative Rules. However, CONTRACTOR agrees that no person will be denied access to services within the scope of this agreement based on that person's ability to pay for such services.

4. Fiscal Records

Alcohol and drug services funded through the State may be subject to expenditure reporting requirements despite a service capacity contracting mechanism. Where this applies, CONTRACTOR shall submit monthly expenditure reports to COUNTY by the 20th calendar day of the month following expenditure. Quarterly Year-to-Date Budget Comparisons are due the 20th calendar day of the month following each calendar quarter. The initial Annual Budget is due within twenty (20) calendar days of contract effective date; revised annual budget(s) is due within thirty (30) calendar days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%. If required, the Annual State MHDDSD Cost Statement is due November 20th following the end of the contract year or within thirty (30) calendar days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to cost statement reporting within thirty (30) calendar days following the end of the contract period.

5. Multnomah County Behavioral Health Service Delivery Network

Contractors designated by as Multnomah County Behavioral Health Service Delivery Units (SDU's) agree to participate in the Multnomah County Behavioral Health Service Delivery Network, including participating in the Central Intake/Evaluation, Referral, and Case Management System, as follows:

- a. To accept referrals from Central Intake/Evaluation, Referral, and Case Management.
- b. To enter clients admitted to their program into the Information and Referral Management and Assessment (IRMA)

System.

- c. To regularly advise the Central Intake/Evaluation, Referral, and Case Management Unit of available treatment capacity.
- d. To maintain a common minimum client information set.
- e. To utilize the uniform, comprehensive client assessment process and protocol (currently MCA3), for adults, adolescents, and methadone clients.
- f. To enter volume and type of services provided to enrolled clients.
- g. To report client treatment termination/completion on enrolled clients.
- h. To participate in client treatment staffings upon request.
- i. To participate in the Central Intake Operations Committee upon selection.
- j. To use Target City furnished computer equipment to provide and receive necessary client data and to repair or replace such equipment if damaged or lost, other than through normal use.

6. Performance Standards

CONTRACTOR agrees to meet at least the minimum standards for performance for any service element covered under this agreement, in accordance with performance standards detailed in the Alcohol and Drug Manual of Program Instructions.

7. Professional Liability Insurance

CONTRACTOR shall obtain and keep in effect during the term of this contract professional liability insurance which provides coverage of direct and vicarious liability relating to damages caused by an error, omission or any negligent acts. Except to the extent that the Oregon Tort Claims Act, ORS 30.260 to 30.300 is applicable and imposes lesser limitations, CONTRACTOR shall maintain coverage of not less than the amount of \$500,000 per person per incident and not less than \$500,000 in the aggregate either through a binder issued by an insurance carrier or through self-insurance with proof provided to the COUNTY.

8. Reporting and Recordkeeping

a. For service elements funded through the State Mental Health and Developmental Disability Services Division, CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on required forms.

b. CONTRACTOR shall maintain a record for each client who receives services under this portion of the contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training, and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record for other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

9. Retention of Revenue and Earned Income

All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned

on such funds belong to CONTRACTOR provided that such funds are expended for services meeting the standards of the State Mental Health and Developmental Disability Services Division and Office of Alcohol and Drug Abuse Programs.

10. **Target City Project Computer Hardware and Software**

Contractors designated as Multnomah County Behavioral Health Service Delivery Units (SDU's) will provide data using the Information and Referral Management and Assessment (IRMA) System. COUNTY will provide an initial computer (hardware and software) at CONTRACTOR'S site for the purpose of providing on-line access by CONTRACTOR to the IRMA System. COUNTY will maintain a three (3) year maintenance agreement with the hardware vendor for hardware supplied to CONTRACTOR under this contract. COUNTY will make available training in the use of the computer hardware and IRMA System software to the CONTRACTOR.

The computer hardware supplied under this contract will remain COUNTY property until December 31, 1998, at which time ownership of the computer hardware will revert to the CONTRACTOR. If at any time prior to December 31, 1998, CONTRACTOR ceases involvement with the Target Cities Project, computer hardware and software supplied under this contract will be returned to the COUNTY by the CONTRACTOR. Copies of COUNTY developed software associated with the IRMA System are made available to the CONTRACTOR for use as part of the Target Cities Project and may not be sold, assigned, or made available to other parties without the express written permission of the COUNTY.

Intentional or unintentional damage, theft, or loss of computer hardware and software supplied under this contract caused by actions outside of normal everyday operation of the equipment are the sole responsibility of the CONTRACTOR. CONTRACTOR must repair or replace damage or loss at its own expense.

PART B. DEPARTMENT-WIDE GENERAL CONDITIONS

1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall be valid only when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

2. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or sub contract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its sub contractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Department of Community and Family Services and designated representatives as COUNTY'S administrative authority for services provided under this contract.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds become unavailable to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are included in Part D of this contract.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality and applicable provisions in Part C, Program General Conditions of this contract..

b. CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with respect to their rights and entitlements on the basis of their actual or presumed HIV status. Such testing or discrimination will constitute grounds for immediate termination or withholding of contract funds by the COUNTY for this contract.

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served. CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

- 1) Be given voluntarily, without pressure or coercion;
- 2) Be informed (i.e., the person receives and can understand sufficient information);
- 3) Include the name of the specific persons or job title per agency to whom the information shall be released and the specific purpose for disclosure;
- 4) Include an expiration date.

7. Contract Between State and County

If CONTRACTOR is paid with funds COUNTY receives by contract from other funding sources, CONTRACTOR agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the State, CONTRACTOR agrees that it will provide services to Care Oregon and other health plan clients, in accordance with applicable County, State, and federal contracts, statutes, and regulations.

8. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Department of Community and Family Services as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action; Behavioral Health; Child, Youth, and Family Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars, Oregon Administrative Rules, COUNTY financial procedures as contained in the Department of Community and Family Services *Subcontractors Financial Policy and Procedures Manual*, and applicable federal rules and regulations, including the Single Audit Act Amendment of 1996 (Public Law 104-156); other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract shall be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in providing such services under this contract. CONTRACTOR further agrees to provide access to all books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, including all centralized systems and records, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S administrative qualifications requirements as contained in the current version of the "Application for Qualified Vendor Status." The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to a COUNTY fiscal compliance review to monitor compliance with the COUNTY'S financial reporting and accounting requirements. The review shall be conducted periodically, as described in the COUNTY'S financial procedures (*Subcontractors Financial Policy and Procedures Manual*). If CONTRACTOR'S corporate headquarters are out of state, CONTRACTOR agrees to pay travel costs incurred by COUNTY to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.

e. CONTRACTOR shall be subject to Audit Requirements pursuant to the COUNTY financial procedures (Department of Community and Family Services' current *Subcontractor's Financial Policy and Procedures Manual*). Audits must meet criteria outlined in these Procedures. CONTRACTOR shall be allowed to conduct an external limited scope audit in lieu of a full scope audit under the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget is \$150,000 to \$500,000; or
- 2) Multnomah County contract funds exceed \$100,000 and total agency budget is less than \$500,000.

f. CONTRACTOR shall be required to conduct an external full scope audit if the total agency budget exceeds \$500,000.

g. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over your organization. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on financial Statements or to perform other services that require independence.

h. CONTRACTOR, if it is a state, local government or non-profit organization and a Subrecipient of federal funds, will meet the audit requirements of OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organization", which implements the federal Single Audit Act Amendment of 1996, Public Law 104-156.

i. Limited Scope and Full Audits, including the Management Letter associated with the audit and all specifications identified in the COUNTY financial procedures (*Subcontractors Financial Policy and Procedures Manual*) shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th calendar day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

j. CONTRACTOR shall submit annual Federal and State Tax Returns to COUNTY within 30 calendar day of their due date. Required tax returns are described in the COUNTY'S financial procedures (*Subcontractors Financial Policy and Procedures Manual*).

k. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

10. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services, consistent with applicable provisions in Part C., Program General Conditions, of this contract. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

11. Indemnification

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S performance of its duties under this contract. If CONTRACTOR is a public agency, this indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

12. Independent Contractor Status

CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

13. Insurance, Bonding, and Workers Compensation

a. By signing this contract, CONTRACTOR certifies that it has and shall at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company deemed acceptable by the COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated "B+ or better" by Best's Insurance Rating. The COUNTY reserves the right to reject all or any insurance carriers with an unacceptable financial rating. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY, and the State of Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. CONTRACTOR shall not receive reimbursement under this contract until proof of current liability insurance coverage as defined in this section has been submitted to COUNTY. CONTRACTOR shall also submit proof of insurance renewal if the insurance period ends during the contract period.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be canceled or released except upon thirty (30) calendar days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) working days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate

termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

e. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) of not less than \$50,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) calendar days of contract approval; contract reimbursement after the thirty days will be dependent upon receipt by the COUNTY of the certificate.

f. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. CONTRACTOR shall not initiate service nor receive reimbursement under this contract until proof of current workers compensation coverages defined in this section has been submitted to COUNTY.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) calendar days of contract execution. CONTRACTOR shall assure that its insurance carrier is aware that transportation is provided for payment, and the insurance policy covers these services. CONTRACTOR shall also assure that any drivers under this contract have a license in good standing with the Department of Motor Vehicles.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage coverage at least equivalent to the amounts set forth in this section. COUNTY reserves the right to request any additional documentation it deems necessary to assess CONTRACTOR'S self-insurance program.

14. Integration

The contract, including any documents incorporated by reference into this contract, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation Notice

CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to

pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract and all attempts to resolve the issue at the lowest possible administrative level have been exhausted, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

17. Nondiscrimination and Cultural Competence

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Part D. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan in accordance with the Department of Community and Family Services' Cultural Competency Standards. The plan will outline policies and activities that promote culturally competent services. The plan must address, at a minimum, the following topics:

- 1) Non-Discrimination and Affirmative Action
- 2) Accessibility to Services
- 3) Training
- 4) Culturally Appropriate and/or Specific Programs and Services
- 5) Community Outreach
- 6) Plan Evaluation.

This plan shall be submitted to COUNTY no later than 120 days after contract execution. This plan must contain measurable objectives, timelines, and person's responsible for all elements.

18. Operating Hours

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than CONTRACTOR'S standard holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Ownership of Work Product

Under fee-for-service contract conditions, property and work products provided by CONTRACTOR are property of CONTRACTOR, except for billing documentation (e.g., client files and client assistance invoices) and work products that are specifically purchased through this contract, which are the exclusive property of COUNTY. Under cost reimbursement or service capacity contract conditions, property and work products provided by CONTRACTOR are property of COUNTY. Work products include books, documents, papers, audits, and client and other records of the CONTRACTOR

which are directly pertinent to this contract. Upon termination of this contract, property and work products that are the property of the COUNTY shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service.

20. Payment Terms and Reports: All Contracts

A. CONTRACTOR shall be reimbursed for specific services based upon the payment terms set forth under Attachment A. and Statement of Work of this contract. Payment terms and required reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR under service capacity or cost reimbursement contracts, may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) expensed in conformance with all applicable accounting standards, state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if the services are: 1) included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation. Any refunds to the state or federal government resulting from state or federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

c. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) calendar days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

d. All final requests for payment shall be received by the Department of Community and Family Services within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received by the Department of Community and Family Services within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

21. Payment Terms and Reports: Fee for Service

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall include dates of service, be supported by signed, dated documentation in the client file or chart for each unit of service billed.

b. Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

22. Payment Terms and Reports: Service Capacity

a. Service capacity program contracts may be paid on a per invoice payment method or in equal monthly allotments of annual contract amounts adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-utilization of contracted capacity.

b. Payment of service capacity contracts is triggered by receipt by COUNTY of required utilization reports; where federal or state rules so require, other reports, such as annual budgets and expenditure reports, may also be required for payment. These requirements are included in the Department of Community and Family Services' *Subcontractor's Financial Policy and Procedures Manual*. CONTRACTOR shall have sole responsibility for submitting required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed (invoiced) costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

c. For Monthly Allotment payment methods, monthly Utilization Reports are due the 20th calendar day of the month following service.

d. Reported utilization shall be supported by properly executed client registers or files in accordance with COUNTY program instructions, Oregon Administrative Rules, and applicable federal requirements. Utilization shall be identified by service element.

23. Payment Terms and Reports: Cost Reimbursement

a. Cost Reimbursement contracts may be paid on a per invoice method or in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-expenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required expenditure reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th calendar day of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th calendar day of the month following each calendar quarter. The initial Annual Budget is due within one month and twenty (20) calendar days of contract effective date; revised annual budget(s) is due within thirty (30) calendar days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date dollar changes for that service element exceed 25%. If required, the Annual State MHDDSD Carryover Report is due November 20th following the end of the contract year or within thirty (30) calendar days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to carryover reporting at least thirty (30) days prior to the report due date.

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

24. Program Reporting Requirements

a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

b. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed reimbursement.

d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

25. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expended through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

CONTRACTOR shall meet the following procedural requirements for all such property:

a. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use, and condition of the property.

b. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

26. Quality Assurance

CONTRACTOR shall submit to the COUNTY a Quality Assurance Plan in accordance with procedures and timelines adopted by the COUNTY. This Quality Assurance Plan must meet standards adopted by the COUNTY. A review process adopted by the COUNTY will be used to determine whether the Plan submitted by CONTRACTOR meets these standards.

27. Record Retention

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified in Part C. Program General Conditions or except as follows:

- a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.
- b. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.
- c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.
- d. Records for any displaced person shall be retained for three years after such person has received final payment.
- e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

28. Religious Content

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the programs or services funded under this contract. This is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

29. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

30. Termination

- a. This contract may be terminated by either party by thirty (30) calendar days written notice to the other party.
- b. Immediate termination by COUNTY may occur under any of the following conditions:
 - 1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this contract.
 - 2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.
 - 3) Upon notice if COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.

- 4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.
- 5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.
- 6) Upon evidence of improper or illegal use of funds provided under this contract.
- 7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

c. For programs with fee-for-service and service capacity payment terms, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For contracts with cost-reimbursement payment terms, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.

d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

e. Termination under any provision of this section shall not affect any right, obligations, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

f. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the State of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

g. COUNTY may withhold part or all of the unpaid contract balance upon contract termination pending receipt of final reports.

31. Transition of Services

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider or COUNTY terminates or decides not to renew the contract for any reason, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

PART D: CERTIFICATES

CERTIFICATE REGARDING COMPLIANCE WITH SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract. CONTRACTOR agrees to comply with all applicable regulations regarding programs or services, including the following:

1. Accessibility

CONTRACTOR shall comply with the Americans with Disabilities Act of 1990 (P.L. 101.336), ORS 30.670 to ORS 30.685, ORS 659.425, ORS 659.430, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance, and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, conducted by CONTRACTOR.

2. Application, Acceptance, Use and Audit of Federal and State Funds

CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

3. Department of Energy

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

- 1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;
- 2) The population eligible to be served by race, color, national origin, sex, age, and handicap;
- 3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;

- 4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;
- 5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and
- 6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

4. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;

c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a

violation occurring in the workplace no later than 5 days after such conviction;

e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;

f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

6. Energy Conservation

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

7. Environmental Protection

a. CONTRACTOR ensures that if the sums payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. Federal Alcohol Drug Abuse and Mental Health Block Grant

CONTRACTOR shall comply with applicable federal rules and statutes pertaining to the Alcohol Drug and Mental Health and the Social Services (formerly Title XX) Block Grants, including the Public Health Services Act, especially sections 1914(b)(1-5), 1915(c)(12), 1916 (b)(2), and Public Law 97-35. COUNTY and CONTRACTOR agree that federal Alcohol Drug Abuse and Mental Health Block Grant monies, CFDA #93.992, will be restricted to only public or non-profit entities.

9. Flood Insurance

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special floor hazards.

10. Historic Preservation

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

11. Lead-Based Paint Poisoning

Whenever funds under this contract are used directly or indirectly for construction, rehabilitation, or modernization of residential structures, CONTRACTOR shall comply with the HUD Lead-Based Paint regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Act (42 USC Sections 4831 et. seq.) requiring prohibition of the use of lead-based paint; elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

12. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making 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.

b. 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 CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

13. Minimum Wage and Maximum Hours

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

14. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this

certificate, "Oregon tax laws" includes the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

15. Pro-Children Act of 1994

The Pro-Children Act of 1994 (P.L. 103-227) requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantees. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

16. Recycling

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

CERTIFICATE REGARDING NONDISCRIMINATION

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. Americans With Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968
- p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, political affiliation, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, political affiliation, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning Subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Community and Family Services Department contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, sexual orientation, marital status, familial status, race, political affiliation, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

5. In carrying out these assurances, CONTRACTOR assures that it will, by the effective date of this contract:

- a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;
- b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;

c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and 2) posting Nondiscrimination Policy or its equivalent in a prominent public location;

d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;

e. Train staff or receive training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;

f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;

g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to this proposal.

PART E: SIGNATURES

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

MULTNOMAH COUNTY

OREGON HEALTH SCIENCES UNIVERSITY-
ADDICTIONS TREATMENT AND TRAINING CLINIC

BY *Lolene Poe* 5/20/97
Department of Community and Family Services Director Date

BY _____
Agency Authorized Signer Date

BY *Beverly Stein* 6/5/97
Beverly Stein Date
Multnomah County Chair

BY _____
Agency Authorized Signer Date

REVIEWED

By *[Signature]*
MULTNOMAH COUNTY COUNSEL

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 6/5/97
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUN 05 1997

AGENDA NO: C-77

ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Real Estate Purchase & Sale Agreement and Deed to Former Owner.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of REAL ESTATE PURCHASE & SALE AGREEMENT and Deed to Former Owner BONNIE SHULSON.

Real Estate Purchase & Sale Agreement, Deed D971485, and Board Order attached.

6/6/97 ORIGINAL DEED & COPIES OF
ALL TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____
OR
DEPARTMENT
MANAGER: Pat Fidler Larry F. Nicholas

BOARD OF
COUNTY COMMISSIONERS
97 MAY 28 PM 3:30
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

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

**In the Matter of the Execution of Deed
D971485 for Repurchase of Tax Foreclosed
Property to Former Owner**

BONNIE SHULSON

)
) **ORDER**
)
) 97-106
)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that BONNIE SHULSON is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$17,031.48, which is the amount for back taxes, interest, and expenses as of June 16, 1997, which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

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

LOT 19, BLOCK 11, MT TABOR VILLA ANX, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

IT IS FURTHER ORDERED that the County Assessment and Taxation Division is directed to send the deed under letter of instruction to the designated escrow officer to be processed only upon the payment of all municipal liens and charges and the receipt by the County of the full purchase price as provided herein.

Dated at Portland, Oregon this 5th day of June, 1997.

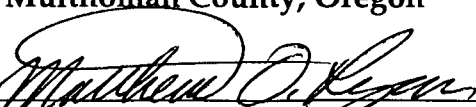


**BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON**


Beverly Stein, Chair

REVIEWED:

**Sandra N. Duffy, Acting County Counsel
for Multnomah County, Oregon**

By 
Matthew O. Ryan, Assistant County Counsel

DEED D971485

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

LOT 19, BLOCK 11, MT TABOR VILLA ANX, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is the total to bring the real property tax account current (as of April 14, 1997, that amount is \$16,391.33); all expenses incurred by Multnomah County under ORS 275.180 and 275.275 and Multnomah County Ordinance 795 (as of April 14, 1997, that amount is 608.70); and certificates of satisfaction or removal for all other federal, state, and municipal liens pertaining to the real property.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

BONNIE SHULSON
11124 NE HALSEY, STE 685
PORTLAND OR 97220

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 5th day of June, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:
Sandra N. Duffy, Acting County Counsel
Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Asst. County Counsel

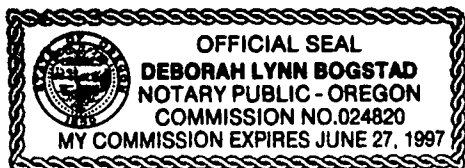
DEED APPROVED:
Kathy Tuneberg, Acting Director
Assessment & Taxation

By Pat Frahler
Pat Frahler

After recording, return to Multnomah County Tax Title/166/300

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this 5th day of June, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



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

MEETING DATE: JUN 05 1997

AGENDA NO: C-8
ESTIMATED START TIME: 10:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of Correction deed to contract purchaser, RICHARD B. HAGERTY, for completion of Contract #15549 (Property purchased at auction).

Deed D971488 and Board Order attached.

6/6/97 ORIGINAL Deed & copies
OF ALL TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: K. A. Tuneberg

(OR)

DEPARTMENT MANAGER: [Signature]

BOARD OF
COUNTY COMMISSIONERS
97 JUN -4 PM 2:21
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

FILE
COPY

MEETING DATE: JUN 05 1997

AGENDA NO: C-8

ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services

DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg

TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Request approval of Correction deed to contract purchaser, RICHARD B. HAGERTY, for completion of Contract #15549 (Property purchased at auction).

Deed D971488 and Board Order attached.

Post-It™ brand fax transmittal memo 7671

of pages ▾

To	Deb	From	Vanessa
Co.		Co.	
Dept.		Phone #	27145
Fax #	83013	Fax #	

ELECTED OFFICIAL: K. A. Jun

(OR)

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

5/30/97

★ This is a possible
Pull from Consent Calendar & Request
to Postpone Indefinitely

12/95

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of
Correction Deed D971488 to

RICHARD B. HAGERTY

} ORDER
97-107

WHEREAS, on August 23, 1990, Multnomah County executed a contract with Jeffrey Lee Baumgarner for the sale of tax foreclosed property described as FAIRVALE, Lot 26, Block 8 in Contract No. 15549, recorded at Book 2343, Page 450, and;

WHEREAS, On March 4, 1993, upon completion of the contract, Multnomah County executed a Quit Claim Deed, Deed no. D930849, recorded at Book 2659, Page 1440, with RICHARD B. HAGERTY, the assignee of the contract, as the grantee, and;

WHEREAS, the property description on the deed to RICHARD HAGERTY read as follows: "FAIRVALE LOT 26, BLOCK 8, ALSO A 20 FOOT ACCESS EASEMENT AS SHOWN ON CITY OF PORTLAND BUILDING PERMIT 508447, ISSUED JUNE 21, 1977," and;

WHEREAS, although the apparent intention of the reference in the deed to RICHARD HAGERTY was to create an easement across the adjacent lot described as Lot 27, Block 8, Fairvale, it was not adequate to create the easement, and;

WHEREAS, Lot 27 is currently the subject of a land sale contract between Multnomah County and MARILYN LEONG, the assignee of the original purchasers of Lot 27, HAROLD AND ANNIE BUELL in Contract 15550, Book 2352, Page 533, and;

WHEREAS, Contract No. 15550 is being substituted and replaced by Contract No. 15550R between the County and MARILYN LEONG to provide for the above referenced easement as evidence in that certain Board Order of even date herewith relating to the execution of Contract No. 15550R and;

WHEREAS, MARILYN LEONG has joined with the County in the execution, as a grantor, of the attached Correction Deed;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute the attached Correction Deed conveying to RICHARD B. HAGERTY the following described real property, situated in the County of Multnomah, State of Oregon:

Lot 26, Block 8 of "Fairvale," a plat of record in Section 18, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon including the following described access easement across Lot 27, Block 8, Fairvale:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 27 WHICH POINT BEARS NORTH 21°52'55" EAST 10.16 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 27 AND RUNNING THENCE NORTH 21°52'55" EAST ALONG THE WEST LINE OF SAID LOT 27, 20.00 FEET; THENCE SOUTH 65°43'15" EAST 48.54 FEET TO THE EAST LINE OF SAID LOT 27; THENCE SOUTH 18°43'00" WEST ALONG THE SAID EAST LINE 20.00 FEET; THENCE NORTH 65°48'34" WEST 49.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 979 SQUARE FEET MORE OR LESS

Dated at Portland, Oregon this 5th day of June,

1997.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:
Sandra N. Duffy, Acting County Counsel
Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Asst. County Counsel

CORRECTION DEED D971488

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, and Marilyn Leong, a contract purchaser of the adjacent lot, Lot 27, as grantors, convey to Richard B. Hagerty, Grantee, the following described real property:

Lot 26, Block 8 of "Fairvale," a plat of record in Section 18, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon including the following described access easement accross Lot 27, Block 8, Fairvale:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 27 WHICH POINT BEARS NORTH 21°52'55" EAST 10.16 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 27 AND RUNNING THENCE NORTH 21°52'55" EAST ALONG THE WEST LINE OF SAID LOT 27, 20.00 FEET; THENCE SOUTH 65°43'15" EAST 48.54 FEET TO THE EAST LINE OF SAID LOT 27; THENCE SOUTH 18°43'00" WEST ALONG THE SAID EAST LINE 20.00 FEET; THENCE NORTH 65°48'34" WEST 49.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 979 SQUARE FEET MORE OR LESS

Said easement is granted to lot 26 so long as the Grantee of Lot 26 completes the installation of the retaining wall across Lot 26 and Lot 27 within sixty (60) days of Grantee Marilyn Leong's signature on this deed and reasonably maintains the easement, retaining wall, and landscaping along the retaining wall and so long as Lot 26 has no other direct or indirect access to Beaverton-Hillsdale Highway. As of the date of this deed, no maintenance work is necessary for the easement itself. Said easement as well as the easement and retaining wall maintenance responsibility, shall cease to exist should Lot 26 receive other direct or indirect access to Beaverton-Hillsdale Highway.

This deed is to correct the description of the easement granted in the original Deed Number D930849. The true and actual consideration paid for this transfer, stated in terms of dollars was \$62,000.00 as per the original Deed Number D930849, as recorded in Multnomah County Records, Book 2659, Page 1440, and Contract 15550R.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

Richard B. Hagerty
6502 SW Garden Home Road
Portland OR 97223

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 5th day of June, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*
Beverly Stein, Chair

REVIEWED:

Sandra N. Duffy, Acting County Counsel
Multnomah County, Oregon

By *Matthew O. Ryan*
Matthew O. Ryan, Asst. County Counsel

GRANTEE:

By *Richard B. Hagerty*
Richard B. Hagerty

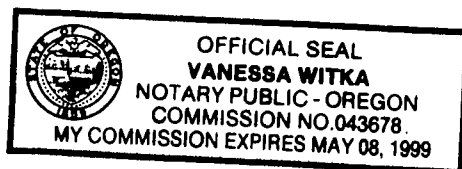
OREGON
STATE OF WASHINGTON)
County of Multnomah)

SS

This instrument was acknowledged before me on March 21, 1997 by Richard B. Hagerty.

Vanessa Witka
Notary Public

My Commission Expires 5-8-99



DEED APPROVED:

Kathy Tuneberg, Acting Director
Assessment & Taxation

By *K. A. Tuneberg*
Kathleen A. Tuneberg, Acting Director

GRANTOR:

By *Marilyn Leong*
Marilyn Leong

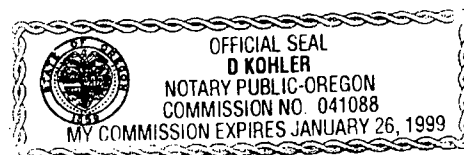
STATE OF OREGON)
County of Multnomah)

SS

This instrument was acknowledged before me on May 9th, 1997 by Marilyn Leong.

D. Kohler
Notary Public

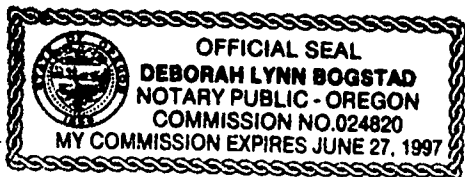
My Commission Expires 1/20/99



After recording, return to Multnomah County Tax Title/166/300

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this 5th day of June, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Reborah Lynn Boaster
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: JUN 05 1997
AGENDA NO: C-9
ESTIMATED START TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Designating Daily Journal of Commerce as Newspaper for
Publication of 1997 Foreclosure List

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: June 5, 1997

Amount of Time Needed: 3 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg/Pat Frahler TELEPHONE #: 248-3375 X22331
BLDG/ROOM #: 166/300

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg (Rep from Saltzman's Office)

ACTION REQUESTED:

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

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

Request Order designating the Daily Journal of Commerce as newspaper for publication of the Notice of Foreclosure of tax liens as shown on the Multnomah County 1997 Foreclosure List

46/97 copies to tax title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: K. A. Tuneberg Lee E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
97 MAY 22 AM 11:30
MULTNOMAH COUNTY
OREGON

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Kathy Tuneberg

TODAY'S DATE: April 20, 1997

REQUESTED PLACEMENT DATE: June 5, 1997

RE: Designation of Newspaper for Publication of Notice of Foreclosure of Tax Liens and Show as Shown on the Multnomah County 1997 Foreclosure List

I. Recommendation/Action Requested:

Recommend Board approval

II. Background/Analysis:

Approval of this designation is requested each year as required by ORS 312.040(a) which states "Notice shall be given by one publication of the foreclosure list in a newspaper of general circulation in the county, to be designated by the county court or Board of County Commissioner".

III. Financial Impact:

Publication costs are added to individual tax accounts so that costs can be recovered when delinquent taxes are paid to avoid foreclosure. Daily Journal of Commerce has been able to meet our publication schedule and has been the most economical.

IV. Legal Issues:

None known

V. Controversial Issues:

None known

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

None

VIII. Other Government Participation:

None

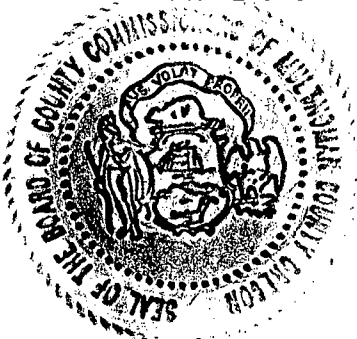
BEFORE THE BOARD OF COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Designating Newspaper for Publication)
of Notice of Foreclosure of Tax Liens) ORDER
as Shown on the Multnomah County) 97-108
1997 Foreclosure List)

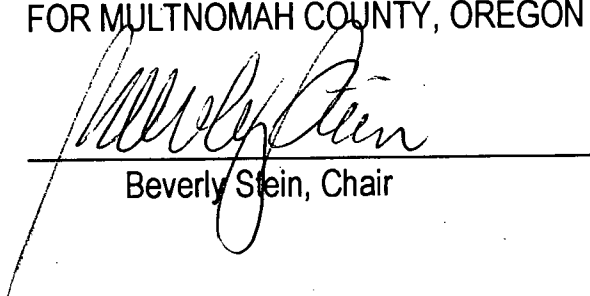
IT APPEARING that the Multnomah County Assessor and Tax Collector, with the assistance of the County Counsel for Multnomah County, Oregon, has prepared for filing in the Circuit Court of the State of Oregon for Multnomah County, an application for the foreclosure of liens for delinquent taxes as show by the Multnomah County 1997 Foreclosure List, and that it is required by law that this Board Designate a newspaper of general circulation published in the county in which notice of such foreclosure shall be published; now therefore

IT IS HEREBY ORDERED that the Daily Journal of Commerce, a newspaper of general circulation, published in Multnomah County, Oregon, is designated as the newspaper in which notice of foreclosure of tax liens as shown by the Multnomah County 1997 Foreclosure List shall be published.

DATED this 5th day of June, 1997.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

SANDRA N. DUFFY, ACTING COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Counsel

MEETING DATE: JUN 05 1997
AGENDA NO: C-110
ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Renewal of Intergovt. Agrmt. with the State of Oregon Dept. of Administrative Services allowing the County access to State Motor Pool Svcs.

BOARD BRIEFING Date Requested: _____
Requested by: _____
Amount of Time Needed: _____

REGULAR MEETING: Date Requested: CONSENT CALENDAR
Amount of Time Needed: N/A

DEPARTMENT: Environmental Services DIVISION: F.R.E.D.S.

CONTACT: Tom Guiney TELEPHONE #: 248-5353
BLDG/ROOM #: #425/2nd Fl.

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Renewal of Intergovernmental Agreement with the State of Oregon, Department of Administrative Services, allowing the county access to State Motor Pool Services.

6/19/97 ORIGINALS TO CATHY KRAMER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lawrence E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

AGEN.PL

BOARD OF
COUNTY COMMISSIONERS
97 MAY 29 PM 12:58
MULTNOMAH COUNTY
OREGON

5/97

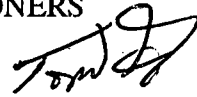


MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
FLEET, RECORDS, ELECTRONIC & DISTRIBUTION
SERVICES DIVISION (F.R.E.D.S.)
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233-5999
(503) 248-5050

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Tom Guiney, F.R.E.D.S. Manager 
TODAY'S DATE: May 23, 1997
REQUESTED PLACEMENT DATE: Consent Agenda
RE: Renewal of IGA with the State of Oregon for Fleet Services

I. Recommendation/Action Requested:

Request Approval of a renewal of an intergovernmental agreement with the State of Oregon Department of Administrative Services for access to State Motor Pool services by the County's Fleet Services Section.

II. Background/Analysis:

This is a renewal of an intergovernmental agreement with the State of Oregon Department of Administrative Services for access to their motor pool services by the County. The IGA allows the County to utilize any fleet services offered by the State DAS at the rates published for use by State agencies. We have had relatively minor use of the contract in the past, but anticipate increased use in the future. An example of the types of use authorized by this IGA is the anticipated use of State Motor Pool vehicles by the Disabled Services Office after their transfer from the State to the County in July. The IGA provides the County's Fleet Services with another option for services. It will most likely be utilized in cases of short term vehicle needs or program expansion needs.

III. Financial Impact:

The financial impact of this IGA will depend on the amount of services that are purchased through it. This is not currently known. It is intended to be used when it is financially advantageous to the County.

STAFF.RPT

IV. Legal Issues:

We are not aware of any legal issues related to this renewal.

V. CONTROVERSIAL ISSUES:

We are not aware of any controversial issues related to this renewal.

VI. Link to Current County Policies:

I believe this would link to the County's policy to encourage intergovernmental cooperation.

VII. Citizen Participation:

No citizen participation has been involved in this renewal. I would not anticipate any citizen testimony at the Board meeting

VIII. Other Government Participation:

The State of Oregon Department of Administrative Services staff are aware of this renewal request.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal []

Contract # 300826

Prior-Approved Contract Boilerplate: Attached: ☒ Not Attached

Amendment # 2

CLASS I <input type="checkbox"/> Professional Services under \$25,000 <input type="checkbox"/> Intergovernmental Agreement under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000 <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-10 DATE 6/5/97 DEB BOGSTAD BOARD CLERK </div>
--	---	---

Department: Environmental Services Division: F.R.E.D.S. Date: 5/1/97
 Contract Originator: Tom Guiney Phone: 248-5353 Bldg/Room: #425/Yeon
 Administrative Contact: Cathey Kramer Phone: 248-5050 x22589 Bldg/Room: #425/Yeon

Description of Contract: **Amendment No. 2 to Intergovernmental Agreement which allows the county to utilize state provided, fleet related services on an as-needed and as available basis and to provide for reimbursement. This amendment extends the time.**

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ (Check all boxes that apply) Contractor is ☐ JMBE ☐ WBE ☐ QRF ☒ N/A ☐ None
 Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

Contractor Name: <u>State of Oregon/Administrative Services</u> Mailing Address: <u>Purchasing & Printing - 1100 Airport Rd., SE</u> City/State/Zip: <u>Salem OR 97310</u> Point of Contact: <u>Robert Cameron/Carey Tadros</u> Phone: <u>(503) 378-3367</u> Employer ID# or SS#: _____ Effective Date: <u>June 26, 1997</u> Termination Date: <u>June 26, 1998</u> Original Contract Amount: _____ Total Amt of Previous Amendments: _____ Amount of Amendment: _____ Total Amount of Agreement: _____	Remittance Address (if different) _____ _____ Payment Schedule Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
--	---

REQUIRED SIGNATURES:

Department Manager: [Signature] Date: 5/1/97
 Purchasing Manager: _____ Date: _____
 (Class II Contracts Only)
 County Counsel: _____ Date: May 29, 1997
 County Chair/Sheriff: [Signature] Date: June 5, 1997
 Contract Administration: [Signature] Date: 5-14-97
 (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 DESCIP	AMOUNT	INC DEC
01	401	030	5910			Revenue					
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

CAF.DOC/KHCK2173.FOR

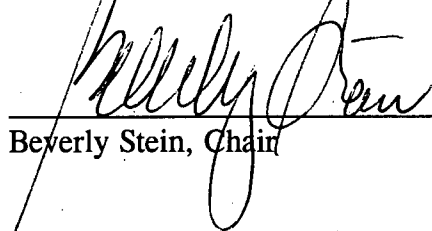
CONTRACT AMENDMENT NO. 2

MULTNOMAH COUNTY, OREGON

This is a renewal of Contract No. 300826, dated November 30, 1995, between Multnomah County and the State of Oregon, Transportation, Purchasing, and Print Services Division (State No. A00026).

The term of this extension is one year, from June 26, 1997, to June 26, 1998, unless sooner terminated. All other terms and conditions of the contract, except as amended herein, shall remain in full force and effect.

MULTNOMAH COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS



Beverly Stein, Chair

Date: June 5, 1997

REVIEWED:

SANDRA N. DUFFY, ACTING COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Assistant County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-10 DATE 6/5/97
DEB BOGSTAD
BOARD CLERK

DEPARTMENT OF ADMINISTRATIVE SERVICES, TRANSPORTATION,
PURCHASING, AND PRINTING SERVICES DIVISION

NAME: _____ Date: _____

TITLE: _____ Telephone: _____

ADDRESS: _____

CITY & STATE: _____

SIGNATURE: _____

MEETING DATE: JUN 05 1997
AGENDA NO.: C-117
ESTIMATED START TIME: 9:30 am

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Revenue Agreement with the City of Portland

BOARD BRIEFING Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Karen Garber TELEPHONE #: 248-3056, ext 26207

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Dave Houghton/Hilda Adams

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Intergovernmental Revenue Agreement 200058 with the City of Portland for the provision of rodent and mosquito control services.

6/5/97 ORIGINALS to KAREN GARBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

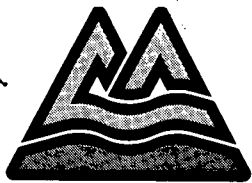
Or

DEPARTMENT MANAGER: Bill Odgaard

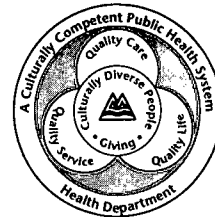
BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 MAY 22 4:11:37

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

Date: May 13, 1997
To: Board of County Commissioners
From: Billi Odegaard, Director, Health Department
Subject: Contract #200058 with the City of Portland for rodent and mosquito control services (revenue agreement)

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #200058 with the City of Portland for the period July 1, 1997, through June 30, 1998.
- II. Background/Analysis: This agreement has been renewed annually since July 1991. The City of Portland requires monitoring and control of rodents and mosquitos in the City's wastewater and stormwater collection system. The County's Health Department staff will respond to complaints regarding rodent and mosquito infestations and provide advice to property owners regarding maintenance of their plumbing systems in an effort to eliminate points of rodent ingress and egress to and from the City's wastewater and stormwater collection system.

The County has been providing rodent control services since July 1991. This year's agreement increases services by tripling the number of sewer manholes baited and adding mosquito control services for the first time. Compensation has been increased accordingly (from \$66,000 in FY 96-97 to \$91,000).
- III. Financial Impact: The City will pay the County \$91,492 in quarterly installments of \$22,873.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to cooperate with other governmental agencies in the provision of public health services.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X]

Contract # 200058

Previously Approved Contract Boilerplate: ☒ [X] Attached ☐ [] Not Attached

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> [] Professional Services under \$25,000</p> <p><input type="checkbox"/> [] Intergovernmental Agreement under \$25,000</p> <p><input type="checkbox"/> [] Expenditure</p> <p><input type="checkbox"/> [] Revenue</p>	<p style="text-align: center;">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 style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> [X] Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-11</u> DATE <u>6/5/97</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;">BOARD CLERK</p>
---	--	--

Department: Health Division: _____ Date: 5/13/97

Contract Originator: Peter DeChant Phone: x83464 Bldg/Room: 312/Vector

Administrative Contact: Karen Garber Phone: x26207 Bldg/Room: 160/7

Description of Contract:

County will provide rodent and mosquito control services.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is ☐ [] MBE ☐ [] WBE ☐ [] QRF ☒ [X] N/A ☐ [] None

Original Contract No. 102872* (FOR RENEWALS ONLY) *Then 200173, 200264, 200435, 200205, 200087

<p>Contractor Name: <u>City of Portland</u></p> <p>Address: <u>Bureau of Environmental Services</u> <u>1120 SW 5th Avenue, Room 400</u> <u>Portland, OR 97204-1972</u></p> <p>Phone: _____</p> <p>Employer ID# or SS#: <u>n/a</u></p> <p>Effective Date: <u>July 1, 1997</u></p> <p>Termination Date: <u>June 30, 1998</u></p> <p>Original Contract Amount: \$ <u>91,492</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Katie Bretsch 823-4390</p> <p>*Send invoices to: <u>Accounts Payable</u> <u>Columbia Blvd Wastewater Treatment Plant</u> <u>5001 N Columbia Blvd, Portland, OR 97203</u></p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> [] Lump Sum \$ _____ <input type="checkbox"/> [] Due on Receipt</p> <p><input type="checkbox"/> [] Monthly \$ _____ <input type="checkbox"/> [] Net 30</p> <p><input checked="" type="checkbox"/> [X] Other \$ <u>22,873/quarter</u> <input type="checkbox"/> [] Other</p> <p><input type="checkbox"/> [] Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> [] Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> [] No <input type="checkbox"/> []</p>
--	--

REQUIRED SIGNATURES:

Department Manager: Billi Casagrand Date: 5/19/97

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: Katie Dantz Date: 5/19/97

County Chair/Sheriff: Theresa Dantz Date: June 5, 1997

Contract Administration: _____ Date: _____

(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
01	100	015	0312			4004		0399	Rodent Control		
02											
03											

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

DISTRIBUTION: Contract Administration, Finance, HD Contracts Unit, HD Payables/Receivables, HD Program Manager

**INTERGOVERNMENTAL AGREEMENT
FOR RODENT AND MOSQUITO CONTROL SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT is between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon, hereafter "COUNTY," and the CITY OF PORTLAND, a home rule political subdivision of the State of Oregon, hereafter "CITY."

WITNESSETH:

WHEREAS, CITY's Bureau of Environmental Services requires services which COUNTY is capable of providing, under the terms and conditions hereinafter described, and

WHEREAS, COUNTY's Health Department is able and prepared to provide such services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. **TERM**

This Agreement shall become effective July 1, 1997, and shall expire June 30, 1998, unless sooner terminated under the provisions hereof.

2. **SERVICES**

A. COUNTY agrees to:

- 1) Monitor and control rats and mosquitos within and originating from CITY's wastewater and stormwater collection and treatment systems.
- 2) Respond to complaints regarding rat and mosquito infestations originating from CITY's wastewater and stormwater collection and treatment systems.
- 3) Provide advice to property owners regarding the maintenance of plumbing on their property to eliminate points of rodent ingress and egress to and from CITY's wastewater and stormwater collection and treatment systems.

B. During the term of this Agreement, COUNTY estimates that it will:

- 1) Answer approximately 1,150 phone calls regarding rats associated with CITY's wastewater and stormwater collection system
- 2) Make approximately 524 visits to residences in response to rodent problems involving CITY's wastewater and stormwater collection system
- 3) Bait approximately 9,000 manholes for control of rats in CITY's wastewater and stormwater collection system.

- 4) Make approximately 54 mosquito surveillance visits to CITY's wastewater and stormwater facilities.
- 5) Treat approximately 20 acres of mosquito breeding water in CITY's wastewater and stormwater facilities for mosquito control.

3. COMPENSATION

A. CITY agrees to pay COUNTY a \$91,492 for the performance of those services provided hereunder, which payment shall be subject to the following terms:

- 1) CITY will reimburse COUNTY \$22,873 per quarter upon receipt of a billing invoice.
- 2) Payment terms will be net 30 days.

B. CITY certifies that sufficient funds are available and authorized to finance the costs of this Agreement through the fiscal year ending June 30, 1998. In the event that funds cease to be available to CITY in the amounts anticipated, either CITY or COUNTY may terminate the Agreement or the parties by mutual agreement may reduce Agreement funding accordingly. CITY will notify COUNTY as soon as it receives notification from funding source. Reduction or termination will not affect payment for accountable expenses prior to the effective date of such action.

INTERGOVERNMENTAL AGREEMENT STANDARD CONDITIONS

1. INDEPENDENT CONTRACTOR STATUS

COUNTY is an independent contractor and is solely responsible for the conduct of its programs. COUNTY, its employees and agents shall not be deemed employees or agents of COUNTY.

2. INDEMNIFICATION

- A. COUNTY shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.
- B. COUNTY shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

3. WORKERS COMPENSATION INSURANCE

COUNTY shall maintain workers' compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

4. SUBCONTRACTS AND ASSIGNMENT

COUNTY shall neither subcontract with others for any of the work prescribed herein, nor assign any of COUNTY's rights acquired hereunder without obtaining prior written approval from COUNTY.

5. RECORD CONFIDENTIALITY

COUNTY and COUNTY agree to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

6. ACCESS TO RECORDS

CITY's authorized representatives shall have access, upon reasonable request and during regular office hours, to the books, documents, papers and records of COUNTY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

7. ADHERENCE TO LAW

In connection with their activities under this Agreement, COUNTY and COUNTY agree to adhere to all applicable federal, state and local laws, including but not limited to laws, rules, regulations and policies concerning equal employment opportunity, affirmative action, workers' compensation, minimum and prevailing wage requirements, and nondiscrimination in service delivery.

8. AMENDMENTS

Any modification to the provisions of this Agreement, whether initiated by COUNTY or COUNTY, shall be reduced to writing and signed by both parties.

9. WAIVER OF DEFAULT

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement

10. EARLY TERMINATION

- A. This Agreement may be terminated prior to the expiration of the agreed-upon term:
 - 1) Immediately by mutual written consent of the parties or at such time as the parties agree; or
 - 2) By either party upon 30 days written notice to the other, delivered by certified mail or in person
- B. Payment to COUNTY will include all services provided through the day of termination and shall be in full satisfaction of all claims by COUNTY against COUNTY under this Agreement.
- C. Termination under any provision of this section shall not affect any right, obligation or liability of COUNTY or COUNTY which accrued prior to such termination.

11. NOTICE OF LITIGATION

Each party shall give the other immediate notice in writing of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Agreement.

12. OREGON LAW AND FORUM

This Agreement shall be construed and governed according to the laws of the State of Oregon.

13. INTEGRATION

This Agreement contains the entire Agreement between the parties pertaining to its subject matter and supersedes all prior written or oral discussions or agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement, including the Standard Conditions and any attachments incorporated herein, to be executed by their duly authorized officers.

CITY OF PORTLAND

By _____

Title _____

Date _____

By _____

Title _____

Date _____

MULTNOMAH COUNTY

By Beverly Stein

Beverly Stein, Multnomah County Chair

Date June 5, 1997

By Billi Odegaard

Billi Odegaard, Health Department Director

Date 5/19/97

By Wanda Chute Adams

Vector Control Unit

Date 5/20/97

REVIEWED:

Multnomah County Counsel

By Katie Gaetjens

Katie Gaetjens, Assistant County Counsel

Date 5/19/97

APPROVED MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # C-11 DATE 6/5/97

DEB BOGSTAD

BOARD CLERK

BUDGET MODIFICATION NO.

DLS #1(For Clerk's Use) Meeting Date JUN 05 1997
Agenda No. C-12

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT LibraryDIVISION Central LibraryCONTACT Becky CobbTELEPHONE 248-5499

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Becky Cobb

SUGGESTED

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

Reclassification of Library Clerk 2 to Senior Office Assistant.

(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.)

☒ X

Personnel changes are shown in detail on the attached sheet

The Library will cover the additional \$3,189 costs within the Library Fund through salary savings.

There will be no impact on the General Fund.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

NoneBOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 MAY 28 AM 11:41

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

NA

Fund Contingency before this modification (as of _____)

\$ _____

Date

After this modification \$ _____

Originated By

Becky Cobb

Date

5/20/97

Department Director

Ginni Coogan

Date

5/20/97

Plan/Budget Analyst

Date

05/20/97

Employee Services

Shirlee Robertson

Date

5/23/97

Board Approval

Date

DLS #1

5. ANNUALIZED PERSONNEL CHANGES

(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

		ANNUALIZED			
FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
(1.00)	Library Clerk 2	(24,815	(4,345	(4,895	(34,055
1.00	Senior Office Assistant	27,129	4,750	4,981	36,860
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
0.00	TOTAL CHANGE (ANNUALIZED)	2,314	405	86	2,805

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

		CURRENT FY			
Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
(1.00	Library Clerk 2	(19,874	(3,485	(4,030	0
1.00	Senior Office Assistant	22,219	3,897	4,116	0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
TOTAL CURRENT FISCAL YEAR CHANGES		2,345	411	86	2,842

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

TOTAL REVENUE CHANGE



MEMORANDUM

DATE: May 20, 1997

TO: Board of County Commissioners

FROM: Ginnie Cooper, *Ginnie* Director of Libraries

RE: Budget Modification DLS #1

- I. Recommendation/Action Requested:
Recommend approval of budget modification DLS #1.
- II. Background/Analysis:
The reclassification request to change a Library Clerk 2 to Senior Office Assistant was approved by the Library's Employee Services Personnel Analyst.
- III. Financial Impact:
This reclassification will be covered with existing resources within the Library fund.
- IV. Legal Issues:
Correctly classified employees reduce the potential for future legal problems.
- V. Controversial Issues:
N/A
- VI. Link to Current County Policies:
Policy is to determine job classification based on duties performed.
- VII. Citizen Participation:
N/A
- VIII. Other Government Participation:
N/A

BOGSTAD Deborah L

From: WARREN Dave C
Sent: Thursday, June 05, 1997 4:01 PM
To: BOGSTAD Deborah L
Subject: FW: Bud Mod DLS #1

-----Original Message-----

From: WARREN Dave C
Sent: Thursday, June 05, 1997 4:01 PM
To: SALTZMAN Dan R
Cc: COLLIER Tanya D; HANSEN Gary D; KELLEY Sharron E; STEIN Beverly E; COBB Becky; ROBERTSON Shirlee J
Subject: Bud Mod DLS #1

I'm sorry I left this morning after the TSCC hearing and did not wait for the consent agenda to be approved. I listened later to your questions about the Library Bud Mod reclassifying a Library Clerk 2 to a Senior Office Assistant and I think I could have answered most of them.

The Bud Mod was on the consent agenda because reclassifications not requiring additional appropriations in the current year and not increasing the department's allocations for the coming year are, I think, generally on the consent agenda.

The 1996-97 cost is covered from budgeted salary savings. The Library estimated considerable salary savings in 1996-97. At this point, it looks like the Library will have that much salary savings. The position's cost was included in the estimate of spending for 1996-97 that was used to establish the unspent balance at year end.

The Library did not budget salary savings in 1997-98, but, I believe, the position is budgeted in 1997-98 as a Senior Office Assistant. The department would have had this Bud Mod in front of you earlier this year if the same person who prepares the Bud Mods were not also responsible for preparing the Library budget.

Indirect costs are charged on all expenditures. Because the Library will spend \$2,842 more in 1996-97 as a result of this reclassification, the Library Fund will pay the General Fund \$173 more in indirect costs. The General Fund will receive that \$173 as additional revenue and, in order to stay in balance, will increase its contingency account by \$173. The General Fund contingency account does not pay for any part of the reclassification.

I will be at the 6/12 meeting to try to answer questions about the Bud Mod. I have asked Shirlee Robertson to be there to answer questions about the personnel aspects of the reclassification. Becky Cobb will be there if you have other questions.

MEETING DATE: JUN 05 1997

AGENDA NO: UC-1

ESTIMATED START TIME: 10:30 AM

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Contract 15550R With Marilyn Leong.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of Contract 15550R with Marilyn Leong.

Contract and Board Order attached.

6/6/97 ORIGINAL CONTRACT & COPIES OF
TO TAX TITLE

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUN -4 PM 2:21

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: Lou E. Chidolas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of Contract
#15550R for the Sale of Certain Tax
Foreclosed Real Property to

ORDER
97-109

MARILYN LEONG

WHEREAS, MARILYN LEONG, the assignee of the original purchasers, Harold and Annie Buell under that certain County land sale Contract No. 15550, dated October 4, 1990, recorded at Book 2352, Page 533 in the Multnomah County Deed Records, and the County have agreed to execute a new agreement to be identified as County Contract No. 15550R, substituting and replacing Contract No. 15550, and;

WHEREAS, the new contract was necessary to provide for the negotiated amendments to the price and description of the real property being acquired by MARILYN LEONG, as evidenced by that certain Board Order of even date herewith relating to the execution of a Correction Deed, Deed No. D971488, by the County and MARILYN LEONG as grantors, and RICHARD B. HAGERTY, grantee, and;

WHEREAS, the above referenced Correction Deed and this Contract No. 15550R now provide for an access easement across the real property described below which is the subject of Contract No. 15550R;

NOW THEREFORE, it is ORDERED that the Multnomah County Board of Commissioners hereby enters into the attached Contract No. 15550R with MARILYN LEONG for the sale of the following described real property:

Lot 27, Block 8 of "Fairvale," a plat of record in Section 18, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon, including a portion granted as an access easement to Lot 26, Block 8 of "Fairvale" for ingress and egress of the dominant estate, Lot 26, only. Said portion is more particularly described as follows:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 27 WHICH POINT BEARS NORTH 21°52'55" EAST 10.16 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 27 AND RUNNING THENCE NORTH 21°52'55" EAST ALONG THE WEST LINE OF SAID LOT 27, 20.00 FEET; THENCE SOUTH 65°43'15" EAST 48.54 FEET TO THE EAST LINE OF SAID LOT 27; THENCE SOUTH 18°43'00" WEST ALONG THE SAID EAST LINE 20.00 FEET; THENCE NORTH 65°48'34" WEST 49.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 979 SQUARE FEET MORE OR LESS

and;

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase Contract No. 15550R; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyer upon successful completion of all provisions of the contract

DATED this 5th day of June, 1997.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By 
Beverly Stein, Chair

REVIEWED:
SANDRA DUFFY, ACTING COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Counsel

CONTRACT #15550R

THIS AGREEMENT, made this 5th day of June, 1997 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and MARILYN LEONG, hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

Lot 27, Block 8 of "Fairvale," a plat of record in Section 18, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon, including a portion granted as an access easement to Lot 26, Block 8 of "Fairvale" for ingress and egress of the dominant estate, Lot 26, only. Said portion is more particularly described as follows:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 27 WHICH POINT BEARS NORTH 21°52'55" EAST 10.16 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 27 AND RUNNING THENCE NORTH 21°52'55" EAST ALONG THE WEST LINE OF SAID LOT 27, 20.00 FEET; THENCE SOUTH 65°43'15" EAST 48.54 FEET TO THE EAST LINE OF SAID LOT 27; THENCE SOUTH 18°43'00" WEST ALONG THE SAID EAST LINE 20.00 FEET; THENCE NORTH 65°48'34" WEST 49.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 979 SQUARE FEET MORE OR LESS

A. Rescission of Previous Contract

1. Purchaser and County agree to the following:
 - a. Terry D. Buell and Tracie L. Buell were the approved vendee assignees of the contract between Harold Buell and Annie Buell, contract vendees, and Multnomah County, contract vendor, said assignment recorded at book 2428, page 2081 (hereinafter "the previous contract"), said contract recorded at Volumn 2352, Page 533.
 - b. Purchaser received an approved vendee's assignment of the contract from Terry D. Buell and Tracie L. Buell, recorded in the Multnomah County records at Book 2433, Page 278;
 - c. In error, County omitted the above legally described access easement for the adjacent Lot 26;
 - d. As a result, Purchaser and County mutually agree to rescind the previous contract and enter into a new contract, the terms of which follow.

B. Purchase Price.

1. The County agrees to reduce by \$2,500.00, the balance due from the previous contract as of April 15, 1997 in exchange for Purchaser's agreement to allow the access easement as described above.
2. Therefore, Purchaser agrees to pay the sum of \$22,316.84 in equal monthly installments of \$394.28 over a term of ninety-eight (98) months. Payment to include interest at twelve (12) percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installment to be paid on April 15, 1997 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

C. Tax Payments

1. In addition to payment of installments set out in paragraph A above, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the term of this agreement.
- /

D. Terms and Conditions.

1. Purchaser agrees to the inclusion of the above described access easement for the adjacent Lot 26 as per the terms included in the CORRECTION DEED for Lot 26 to RICHARD B. HAGERTY from the County.
2. Purchaser agrees to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.
3. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchaser and shall not permit any waste or removal of all or part of the improvement.
4. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
5. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.
6. Purchaser will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchaser or Purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchaser demonstrates to County's reasonable satisfaction that such Hazardous Material is necessary to Purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;
7. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.
- 8a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

/

/

/

/

/

/

/

- 8b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a. and C7b. shall survive any termination or cancellation of this agreement for any reason.
9. Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchaser shall give immediate notice to County. County may make proof of loss if Purchaser fails to do so within fifteen days of casualty.

E. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten days after it is due;
2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.
3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchaser's property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his/her property.

F. Tax Notice

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

MARILYN LEONG
3009 SE 55TH AVE.
PORTLAND, OR 97206

G. Assignment

No assignment of this agreement or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this agreement may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this agreement shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

H. Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by Bargain & Sale Deed.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, Purchaser has set his/her hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

By

Marilyn Leong
Marilyn Leong



REVIEWED:

Sandra N. Duffy, Acting County Counsel
for Multnomah County, Oregon

By

Sandra N. Duffy

CONTRACT APPROVED:

Kathleen A. Tuneberg, Acting Director
Assessment & Taxation

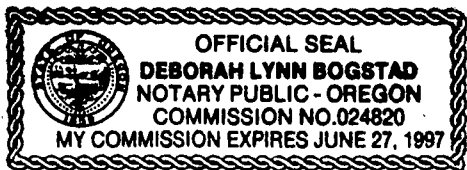
By


K. A. Tuneberg

After Recording return to 166/300/Tax Title

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this 5th day of June, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.




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

Meeting Date: MAY 29 1997 JUN 05 1997
Agenda No: R-11 R-2
Estimated Start time: 10:40am 10:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Pay Ranges and COLA increases for exempt employees

BOARD BRIEFING Date Requested: _____

Requested by: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: May 29, June 5

Amount of Time Needed: 10 minutes

DEPARTMENT: Support Services DIVISION: Employee Services

CONTACT: Curtis Smith TELEPHONE #: x85015

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Curtis Smith

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

An ordinance relating to the pay ranges and COLA increases for certain exempt employees and to make special adjustments.

*Copies to Curtis Smith, Trudy Harris,
Ordinance Distribution List.*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Sidnie S. Gales

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
MULTOMAH COUNTY
OREGON
97 MAY 20 AM 8:11



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
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 97293

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Curtis Smith, Employee Services Manager 

DATE: May 19, 1997

REQUESTED PLACEMENT DATE: May 29, 1997

RE: Ordinance relating to the pay ranges and COLA increases for exempt employees and to make special adjustments.

I. Recommendation/Action Requested: Adoption of Ordinance.

II. Background/Analysis: The Board reflects routine updating of the exempt employee compensation plan to keep it current.

Section II of the ordinance increases all pay ranges in the exempt compensation plan by 3.1%, effective July 1, 1997. This is the percentage increase that is being processed for most bargaining unit employees, according to their contracts. This includes 2.7% for a COLA increase and .4% as called for in Resolution 94-232, which was adopted to implement Ballot Measure 8 for exempt employees.

Section III of the ordinance increases the pay for most exempt employees by 3.1%. There are two types of exceptions: a) Elected Officials' staff members, whose pay is determined by the appropriate elected official; and b) Department and Division managers and other unclassified managers and supervisors, who have been phased into the results-oriented merit evaluation system. These employees receive a .4% increase under the provisions of Resolution 94-232.

Section IV of the proposed ordinance awards special salary adjustments to three Sheriff's Office employees. These special adjustments are necessary to correct salary inequities that occurred when these employees were reclassified or promoted to their current classifications. Currently, these employees are compensated less than other employees in the same classification that have less service. This will correct the inequities so that employees with more service make equal to or more than employees with less service.

Section V of the Ordinance sets the pay for the Sheriff. The Board customarily acts each July 1 on the Sheriff's Pay. This recommended pay rate represents a 6.1% increase from his current rate. This increase is in lieu of, and equivalent to, the COLA increase and an annual merit increase.

III. Financial Impact: This COLA increase will cost \$1,151,745, all funds, including "rollups." This money is already included in the FY 97/98 budget. Please see attached memo from the Budget Division for details.

IV. Legal Issues: None.

V. Controversial Issues: None

VI. Link to Current County Policies: Ordinance No. 778 requires that the exempt compensation plan be kept current.

VII. Citizen Participation: None

VIII. Other Government Participation: None



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

PLANNING & BUDGET
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Susan Ayers
FROM: Dave Warren *DCW*
DATE: May 19, 1997
SUBJECT: Cost of Living Adjustment for Exempt Employees, July 1, 1997

The overall cost of a cost of living adjustment for Exempt employees effective July 1, 1997 will be \$1,151,745 based on the amounts included in the 1997-98 Budget. The following table shows the amounts by Fund.

Fund	EXEMPT	
	Approved Budget	3.1% COLA plus "Rollup" Costs
100	10,322,710	378,666
All Other	21,744,834	773,079
	<u>32,067,544</u>	<u>1,151,745</u>
150	1,224,120	44,904
156	12,092,410	443,584
158	58,074	2,130
161	273,996	10,051
162	2,325,663	85,312
168	80,773	2,963
169	1,205,638	44,226
175	1,455,665	53,398
180	130,028	4,770
390	341,747	12,536
395	98,010	3,595
400	855,936	31,398
401	186,396	6,838
402	65,798	2,414
403	637,881	23,399
404	42,544	1,561
410	670,155	24,583

A cost of living adjustment of 3.4% is already budgeted for 1996-97, that is, the 3.1% amount shown in the third column in the above table is included in the second column.

ORDINANCE FACT SHEET

Ordinance Title: An ordinance relating to the pay ranges and COLA increases for exempt employees and make special adjustments

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

This ordinance increases the pay ranges in the exempt compensation plan by 3.1% and increases the pay for most exempt employees by 3.1%, equal to the percent increase being processed for most bargaining unit employees. The ordinance also awards some special adjustments for Sheriff's Office employees and increases the salary of the Sheriff.

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

Other jurisdictions establish and maintain exempt compensation plans. A COLA increase is a common pay policy.

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

A COLA has historically been a satisfactory alternative to such private sector pay strategies as profit sharing, bonuses, gain sharing, and the like.

What is the fiscal impact, if any?

\$1,151,745, all funds, including "rollups." This money is included in the proposed 1997-98 budget.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Curtis Am...

Planning & Budget Division (if fiscal impact): David C. Warren

Department Manager/Elected Official: Vickie L. Gates

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY OREGON

3 ORDINANCE No. 880

4 An ordinance relating to the pay ranges and COLA increases for exempt
5 employees and to make special adjustments.

6 MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

7 Section I. Findings.

8 A) Multnomah County, Oregon employs a variety of individuals excluded from
9 any collective bargaining agreement referred to as "exempt" employees.

10 B) It is the County's policy to establish an exempt compensation plan that
11 provides such pay as necessary for the County to recruit, select, and retain qualified
12 management, supervisory, administrative, and professional employees; that recognizes
13 employee performance, growth, and development; that maintains an appropriate
14 internal relationship among classifications and employees based on job responsibilities,
15 qualifications, and authority; and that maintains parity between equivalent exempt and
16 , non-exempt positions.

17 C) The Personnel Officer is responsible for developing and recommending
18 compensation plan adjustments to the Multnomah County Board of Commissioners.

19 Section II. General Adjustment.

20 The pay ranges of the exempt compensation plan shall be increased by 3.1%,
21 effective July 1, 1997. These pay ranges are shown in Exhibit A to this Ordinance and
22 are adopted.

1 Section III. Effect on Employees.

2 (A) Employees in positions described below shall receive a .4% pay
3 adjustment, effective July 1, 1997, unless a larger increase is necessary to meet the
4 requirement to pay each exempt employee at least the minimum rate for his/her pay
5 range. These categories are marked with a plus sign (+) on Exhibit A.

6 (1) Elected Officials' Staff; and

7 (2) All department and division managers and other unclassified
8 managers and supervisors.

9 (B) Except as provided in (A) above, each employee in a classification listed
10 in Exhibit A shall have his/her pay increased by 3.1%, effective July 1, 1997.

11 Section IV. Special Adjustments.

12 The following employees will receive a one-time salary adjustment on the stated
13 effective date to the following annual salary rate. These adjustments are necessary to
14 maintain appropriate internal and external relationships among exempt employees.

<u>Employee</u>	<u>Job Title</u>	<u>Salary</u>	<u>Effective Date</u>
Gary Simmons	MSCO Corr Prog Admin	\$51,487	August 17, 1994
Curtis Hanson	Lieutenant	\$64,250	May 19, 1995
Merlin Juilfs	Lieutenant	\$64,250	May 19, 1995

19 Section V. Pay Rate for Sheriff.

20 Effective July 1, 1997, the Sheriff shall be paid \$100,451 annually.

1 ADOPTED the 5th day of June,
2 1997, being the date of its second reading before the Board of County Commissioners
3 of Multnomah County, Oregon.



By Beverly Stein
Beverly Stein, Chair
MULTNOMAH COUNTY, OREGON

10

11

12

13 REVIEWED:

14 SANDRA DUFFY, ACTING COUNTY COUNSEL FOR
15 MULTNOMAH COUNTY, OREGON

16

17

18

19 Sandra Duffy
20 Sandra Duffy, Acting County Counsel
21

**EXHIBIT A
EXEMPT PAY RANGES - Effective July 1, 1997**

JCN	OC	JOB TITLE	SR NO	Min	ANNUAL Mid	Max
9602	01	A & T Manager/Senior */+	133	62,620	75,144	87,668
9603	01	AA/EEO Officer */+	129	51,515	61,818	72,120
9604	01	Accounts Payable Supervisor	125	42,396	50,875	59,354
9006	02	Administrative Analyst	121	34,875	41,850	48,826
9005	02	Administrative Analyst/Senior	123	38,460	46,152	53,844
9607	01	Administrative Serv Officer	126	44,500	53,401	62,301
9608	01	Adult Housing Administrator	125	42,396	50,875	59,354
9609	01	Aging Services Branch Admin	125	42,396	50,875	59,354
9611	01	Aging Services Program Manager */+	130	54,106	64,927	75,748
9027	01	Alarm Ordinance Unit Administrator	123	38,460	46,152	53,844
9616	01	Animal Control Manager */+	130	54,106	64,927	75,748
9637	01	Appraisal Supervisor/Commercial	123	38,460	46,152	53,844
9726	01	Appraisal Supervisor/Personal Prop	123	38,460	46,152	53,844
9739	01	Appraisal Supervisor/Residential	123	38,460	46,152	53,844
9618	01	Assessment Info Resource Mgr */+	129	51,515	61,818	72,120
9060	02	Asst County Counsel 1 *	124	40,370	48,444	56,518
9190	02	Asst County Counsel 2 *	126	44,500	53,401	62,301
9631	01	Asst County Counsel/Chief */+	132	59,638	71,566	83,494
9440	02	Asst County Counsel/Senior *	129	51,515	61,818	72,120
9011	14	Background Investigator	118	30,141	36,169	42,197
9621	01	Benefits Administrator	127	46,721	56,065	65,409
9004	01	Board of Equalization Admin	121	34,875	41,850	48,826
9623	01	Bridge Maintenance Supervisor	124	40,370	48,444	56,518
9023	01	Bridge Operations Supervisor	119	31,641	37,969	44,297
9624	01	Bridge Services Manager */+	129	51,515	61,818	72,120
9730	02	Budget Analyst	122	36,629	43,954	51,280
9734	02	Budget Analyst/Principal	127	46,721	56,065	65,409
9731	01	Budget & Quality Manager */+	132	59,638	71,566	83,494
9627	01	Captain */+	#	67,537	74,288	81,040
9645	01	Captain/Corrections */+	#	62,464	68,710	74,957
9628	01	Cartography Supervisor	121	34,875	41,850	48,826
9210	01	Case Management Supervisor	123	38,460	46,152	53,844
9773	01	Cataloging Administrator	128	49,059	58,871	68,682
9799	01	Central Library Coordinator	128	49,059	58,871	68,682
9222	01	Central Stores Supervisor	125	42,396	50,875	59,354
9745	01	CFS Administrator	128	49,059	58,871	68,682
9661	01	CFS Manager */+	130	54,106	64,927	75,748
9612	01	CFS Manager/Senior */+	133	62,620	75,144	87,668
9012	02	CFS Specialist	122	36,629	43,954	51,280
9008	01	CFS Supervisor	125	42,396	50,875	59,354
9007	02	Chaplain *	120	33,219	39,862	46,506
9629	01	Chief Appraiser/Commercial	128	49,059	58,871	68,682
9630	01	Chief Appraiser/Residential	127	46,721	56,065	65,409
9774	01	Circulation Administrator	123	38,460	46,152	53,844
9391	01	Clinical Supervisor	124	40,370	48,444	56,518
9625	01	Commander */+	#	69,558	76,512	83,466
9772	01	Comm Corrections Program Admin	126	44,500	53,401	62,301
9642	01	Community Services Admin	126	44,500	53,401	62,301
9160	01	Computer Operations Admin	125	42,396	50,875	59,354
9643	01	Construction Projects Admin	128	49,059	58,871	68,682

EXHIBIT A
EXEMPT PAY RANGES - Effective July 1, 1997

JCN	OC	JOB TITLE	SR NO	Min	ANNUAL Mid	Max
9644	01	Contracts Administrator	125	42,396	50,875	59,354
9646	01	Corrections Program Admin	125	42,396	50,875	59,354
9510	00	County Counsel */+	136	72,186	86,623	101,060
9649	01	County Surveyor */+	126	44,500	53,401	62,301
9445	14	D A Investigator/Chief	122	36,629	43,954	51,280
9664	01	D A Operations Manager */+	127	46,721	56,065	65,409
9747	02	Data Analyst/Senior	123	38,460	46,152	53,844
9650	01	Data Base Administrator	127	46,721	56,065	65,409
9652	01	Data Systems Administrator	125	42,396	50,875	59,354
9653	01	Data Systems Manager */+	127	46,721	56,065	65,409
9500	01	Dental Health Officer */+	#	82,859	89,763	96,668
9390	02	Dentist **	#	64,927	70,338	75,749
9430	01	Dentist/Senior	#	71,566	77,530	83,494
9610	01	Department Director */+	136	72,186	86,623	101,060
9619	01	Deputy Director/CFS */+	133	62,620	75,144	87,668
9713	01	Deputy Director/DCC */+	130	54,106	64,927	75,748
9658	01	Deputy Director/DES */+	130	54,106	64,927	75,748
9223	01	Deputy Director/JJD */+	133	62,620	75,144	87,668
9775	01	Deputy Director/Library */+	133	62,620	75,144	87,668
9465	00	Deputy Dist Atty/First Asst */+	#	0	0	0
9450	00	Deputy District Attorney/Chief */+	#	0	0	0
9750	02	Dep Public Guardian/Senior	124	40,370	48,444	56,518
9392	01	Dir/Comm on Children & Family */+	127	46,721	56,065	65,409
9663	01	Distribution Supervisor	120	33,219	39,862	46,506
9641	01	District Manager/DCC */+	129	51,515	61,818	72,120
9665	01	Elections Administrator	124	40,370	48,444	56,518
9666	01	Elections Manager */+	130	54,106	64,927	75,748
9667	01	Emergency Management Admin+	126	44,500	53,401	62,301
9669	01	Employee Services Manager */+	130	54,106	64,927	75,748
9080	02	Employee Services Specialist 1	120	33,219	39,862	46,506
9670	02	Employee Services Specialist 2	123	38,460	46,152	53,844
9748	02	Employee Services Spec/Senior	124	40,370	48,444	56,518
9530	01	EMS Medical Director */+	#	105,709	123,960	142,212
9671	01	Engineering Services Admin	125	42,396	50,875	59,354
9672	01	Engineering Services Manager */+	129	51,515	61,818	72,120
9040	01	Equipment Unit Administrator	125	42,396	50,875	59,354
9460	00	Executive Assistant */+	#	0	0	0
9045	02	Facilities Coordinator	119	31,641	37,969	44,297
9678	01	Facilities Maintenance Manager */+	129	51,515	61,818	72,120
9680	01	Facilities Maintenance Supr	124	40,370	48,444	56,518
9681	01	Facilities Manager/Senior */+	132	59,638	71,566	83,494
9682	01	Facilities Refurbishment Admin	127	46,721	56,065	65,409
9684	01	Family Services Manager */+	129	51,515	61,818	72,120
9685	01	Finance Manager */+	131	56,813	68,176	79,538
9716	01	Fiscal Officer/Sheriff's Office	130	54,106	64,927	75,748
9335	01	Fiscal Specialist Supervisor	125	42,396	50,875	59,354
9340	02	Fiscal Specialist/Senior	123	38,460	46,152	53,844
9689	01	Fleet Maintenance Supervisor	124	40,370	48,444	56,518
9688	01	Fleet/Support Serv Manager */+	130	54,106	64,927	75,748
9009	01	Foreclosed Property Coordinator	122	36,629	43,954	51,280

**EXHIBIT A
EXEMPT PAY RANGES - Effective July 1, 1997**

JCN	OC	JOB TITLE	SR NO	Min	ANNUAL Mid	Max
9690	01	General Accounting Admin	127	46,721	56,065	65,409
9026	01	Health Information Supervisor	119	31,641	37,969	44,297
9550	00	Health Officer */+	#	95,509	112,249	128,989
9692	01	Health Operations Supervisor	119	31,641	37,969	44,297
9693	01	Health Services Administrator	128	49,059	58,871	68,682
9694	01	Health Services Manager */+	130	54,106	64,927	75,748
9695	01	Health Services Manager/Senior */+	133	62,620	75,144	87,668
9696	02	Health Services Specialist	122	36,629	43,954	51,280
9698	01	Information Systems Manager */+	129	51,515	61,818	72,120
9455	01	Information Technology Mgr/Senior */+	133	62,620	75,144	87,668
9699	01	Inmate Programs Manager */+	131	56,813	68,176	79,538
9794	01	Juvenile Justice Administrator	128	49,059	58,871	68,682
9701	01	Juvenile Justice Manager */+	130	54,106	64,927	75,748
9702	01	Juvenile Justice Mgr/Senior */+	133	62,620	75,144	87,668
9013	02	Juvenile Justice Specialist	122	36,629	43,954	51,280
9220	01	Juvenile Justice Supervisor	125	42,396	50,875	59,354
9435	01	Labor Relations Manager */+	129	51,515	61,818	72,120
9659	02	Labor Relations Manager/Deputy */+	128	49,059	58,871	68,682
9081	02	Labor Relations Specialist	122	36,629	43,954	51,280
9024	01	Laundry Supervisor	119	31,641	37,969	44,297
9055	02	Law Clerk *	120	33,219	39,862	46,506
9001	00	Legislative/Admin Secretary */+	#	0	0	0
9776	01	Library Administrator/Branch	127	46,721	56,065	65,409
9777	01	Library Administrator/Central	127	46,721	56,065	65,409
9778	01	Library Automated System Admin	128	49,059	58,871	68,682
9779	00	Library Director */+	136	72,186	86,623	101,060
9800	01	Library Entrepreneurial Activities Coord */+	127	46,721	56,065	65,409
9803	02	Library Events Coordinator	119	31,641	37,969	44,297
9780	01	Library Manager/Branch	129	51,515	61,818	72,120
9781	01	Library Manager/Central	129	51,515	61,818	72,120
9782	01	Library Manager/Senior */+	131	56,813	68,176	79,538
9784	01	Library Supervisor/Branch	123	38,460	46,152	53,844
9785	01	Library Supervisor/Central	123	38,460	46,152	53,844
9786	01	Library Support Services Admin */+	127	46,721	56,065	65,409
9787	01	Library Technical Supervisor	120	33,219	39,862	46,506
9788	01	Library Youth Services Coord */+	128	49,059	58,871	68,682
9705	01	Lieutenant	#	63,118	69,432	75,747
9647	01	Lieutenant/Corrections	#	58,372	64,209	70,047
9706	02	Litigation Counsel *	131	56,813	68,176	79,538
9708	02	Loss Control Specialist	122	36,629	43,954	51,280
9710	01	Management Assistant */+	127	46,721	56,065	65,409
9010	00	Management Auditor 1 */+	119	31,641	37,969	44,297
9120	00	Management Auditor 2 */+	121	34,875	41,850	48,826
9280	00	Management Auditor/Senior */+	123	38,460	46,152	53,844
9202	01	MCSO Corrections Program Admin	126	44,500	53,401	62,301
9204	01	MCSO Human Resources Manager */+	128	49,059	58,871	68,682
9203	01	MCSO Information Systems Manager */+	129	51,515	61,818	72,120
9715	01	MCSO Personnel Administrator	127	46,721	56,065	65,409
9520	01	Medical Director */**/+	#	95,509	112,249	128,989
9718	01	Office Automation Admin	127	46,721	56,065	65,409

**EXHIBIT A
EXEMPT PAY RANGES - Effective July 1, 1997**

JCN	OC	JOB TITLE	SR NO	Min	ANNUAL Mid	Max
9720	01	Operations Administrator	123	38,460	46,152	53,844
9025	01	Operations Supervisor	119	31,641	37,969	44,297
9722	01	Operations/Telecomm Manager */+	129	51,515	61,818	72,120
9725	01	Payroll Supervisor	126	44,500	53,401	62,301
9355	02	Pharmacist	#	50,875	55,113	59,354
9490	02	Physician **	#	86,622	101,809	116,997
9146	01	Planner/Principal	126	44,500	53,401	62,301
9727	01	Planning Manager */+	130	54,106	64,927	75,748
9798	02	Principal Investigator	132	59,638	71,566	83,494
9115	02	Program Development Spec/Sr	124	40,370	48,444	56,518
9733	01	Property Management Supervisor	123	38,460	46,152	53,844
9605	01	Property/Commissary/Laundry Admin	123	38,460	46,152	53,844
9116	02	Public Affairs Coordinator	124	40,370	48,444	56,518
9735	01	Public Guardian	126	44,500	53,401	62,301
9790	01	Public Relations Coordinator */+	127	46,721	56,065	65,409
9737	01	Purchasing Supervisor	125	42,396	50,875	59,354
9732	01	Records Administrator	126	44,500	53,401	62,301
9740	01	Risk Manager */+	128	49,059	58,871	68,682
9145	01	Road Maint Systems Admin	125	42,396	50,875	59,354
9741	01	Road Maintenance Manager */+	129	51,515	61,818	72,120
9140	01	Road Maintenance Supervisor	122	36,629	43,954	51,280
9742	02	Safety Spec/Transportation	122	36,629	43,954	51,280
9791	01	Selection/Acquisition Admin	128	49,059	58,871	68,682
9743	01	Sheriff's Operations Admin	123	38,460	46,152	53,844
9792	01	Stack Services Supervisor	120	33,219	39,862	46,506
9400	00	Staff Assistant */+	#	0	0	0
9751	01	Systems Administrator	127	46,721	56,065	65,409
9691	01	Tax Collection/Records Admin	127	46,721	56,065	65,409
9752	01	Tax Collection/Records Manager */+	131	56,813	68,176	79,538
9753	01	Technical Support Manager */+	129	51,515	61,818	72,120
9754	01	Telecommunications Admin	127	46,721	56,065	65,409
9755	01	Traffic Aids Administrator	126	44,500	53,401	62,301
9756	01	Traffic Aids Supervisor	122	36,629	43,954	51,280
9606	01	Training Administrator	127	46,721	56,065	65,409
9759	01	Trans Planning Admin	125	42,396	50,875	59,354
9757	01	Transportation Manager/Senior */+	133	62,620	75,144	87,668
9758	01	Transportation Support Svc Mgr */+	128	49,059	58,871	68,682
9761	01	Treasury Administrator	127	46,721	56,065	65,409
9763	01	Valuation Manager */+	131	56,813	68,176	79,538
9793	01	Volunteer Prog/Bookstore Admin	127	46,721	56,065	65,409
9766	02	Worker's Compensation Spec	122	36,629	43,954	51,280

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

**Premium pay up to 10% over base pay when Physician or Medical Director is assigned extra responsibility for medical program or for in-patient hospital care; premium pay up to 10% when Physician or Dentist assigned to one of the correctional facilities.

+ Not eligible for COLA increase.

MEETING DATE: JUN 05 1997

AGENDA #: R-3

ESTIMATED START TIME: 10:35 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Contract Amendment/AFSCME Local 88

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: May 29, 1997

AMOUNT OF TIME NEEDED: 2 min.

DEPARTMENT: Support Services

DIVISION: Labor Relations

CONTACT: Darrell Murray

TELEPHONE #: 248-5135 (x22595)

BLDG/ROOM #: 106/1407

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Amendment to language of 1992-95 County-AFSCME Local 88 collective bargaining agreement, as amended and extended through June 30, 1998, governing layoff in school based health program.

ORIGINALS TO Darrell Murray

SIGNATURES REQUIRED:

ELECTED

OFFICIAL:

(OR)

DEPARTMENT

MANAGER:

Lickie L. Gales

BOARD OF
COUNTY COMMISSIONERS
97 MAY 20 AM 8:12
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
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 97293


PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

Memorandum

TO: Board of County Commissioners

FROM: Darrell Murray, Deputy Labor Relations Manager 

DATE: May 26, 1997

SUBJECT: School Based Health Layoff/Local 88 Contract Amendment

- I. **Recommendation/Action Requested:** That the Board ratify the amendment to the 1991-94 County-AFSCME Local 88 collective bargaining agreement, as amended and extended through June 30, 1998.
- II. **Background/Analysis:** For over a decade, the Health Department and the Department of Community and Family Services have provided health services to students in Portland public schools through an increasing number of school based health clinics. During summer months when schools were closed, employees in those clinics have been reassigned to other departmental operations or, in some instances (particularly CFS), have taken unpaid leaves of absence. As the school based program grew, finding meaningful assignments became an increasing challenge. At this juncture, the departments view the summer service as of marginal utility, and believes that short term layoffs during summer months would be more compatible with both fiscal needs and the duty to ensure that all work performed by staff represents a prudent expenditure of public funds. However, the current collective bargaining agreement between the County and Local 88 contains layoff and bumping procedures designed for year around operations. Thus, if the department lay off employees in school based health, even for the summer, they will bump into other county operations. Further, the recall language would not guarantee that today's school based staff would return to those assignments in the Fall.

To address these issues the departments, in cooperation with the Labor Relations Division and Local 88, initiated a discussion between managers and elected representatives of the school based health employees. Although the discussions were informative, a solution was not reached. This office and the Local 88 representatives were invited to join the discussions. After over a month of effort, a tentative resolution has been reached and is reflected in the proposed contract amendments.

The proposed contract amendments change existing language in two major ways. First, when school based health employees are laid off in anticipation of resumption of duties in the Fall, they will not bump into other department operations. In the Fall, they will return to school based health with priority over any non-school based health employee who may be on the recall list. During summer months, the nurses will collect unemployment compensation if they are unable to find other suitable and available work. Bumping and recall into school based health will be limited to vacant positions. Bumping and recall by school based health employees into units outside school based health will be permitted if the County decides to lay them off for reasons other than the temporary summer closure (e.g. on-going program reduction). The foregoing arrangement will take effect after layoffs scheduled to take place June 30. The language does not require summer layoffs. It permits them.

In addition, the language would permit the Board to adopt a uniform policy for new hires and employees transferring into school based health whereby they would receive health insurance benefits in lieu of unemployment benefits during the summer hiatus. (This assumes that the policy would be legally enforceable, a question on which counsel should be sought prior to Board action on such a policy.)

III. **Financial Impact:** The amendments have no direct financial impact. If the Health department implements summer layoffs after passage of the amendments, the costs for unemployment compensation will be identical to those that would result from implementation of current layoff language. If the Board subsequently adopts a policy to substitute health insurance benefits in lieu of unemployment compensation - and that policy is legally enforceable - this would ultimately save between approximately \$800 and \$2,000 per affected employee over the summer months, depending on the timing of program closure and resumption and the number of covered dependents on the employee's insurance.

IV. **Legal Issues:** The Board will need to obtain legal advice before it considers whether to adopt a policy which requires new hires and employees transferring into school based health to accept health insurance in lieu of unemployment compensation. The question which needs to be answered is

whether such a policy would be legally enforceable under the unemployment compensation statutes.

- V. **Controversial Issues:** A policy requiring trade off of health insurance benefits for unemployment benefits is potentially controversial. However, adoption of such a policy would require further Board action.
- VI. **Link To Current County Policies:** This amendment is intended to ensure efficient use of tax dollars while minimizing the adverse impact on services outside school based health and employees.
- VII. **Citizen Participation:** None.
- VIII. **Other Government Participation:** None.

CONTRACT AMENDMENT

A. Parties

The Parties to this Contract Amendment are Multnomah County, Oregon ("County") and Multnomah County Employees Union Local 88, AFSCME, AFL-CIO ("Union"). The parties agree as follows:

B. Recitals

WHEREAS, the parties hereto are signatories to a 1992-95 collective bargaining agreement as amended and extended through June 30, 1998; and

WHEREAS, said agreement contains various provisions relating to the manner in which layoffs and related bumping occur; and

WHEREAS, the County operates a school based health program through its Health Department and Department of Family and Community Services which serves students during the school year; and,

WHEREAS, the County has heretofore placed regular employees assigned to the school based health program to other county operations during summer school closures, on demand; and,

WHEREAS, the school based health program has grown to such an extent that summer placements outside school based health is operationally impractical at this time, whether by reassignment or bumping; and,

WHEREAS, the County desires the ability to operate school based health centers without related disruption of other operations during summer school closures; and,

WHEREAS, employees of the school based health program who would be laid off during the summer desire to be able to return to those jobs in the fall when the schools reopen; and,

WHEREAS, the parties have discussed these matters and wish to resolve them on the terms set forth herein;

NOW, Therefore, the parties hereby agree as follows:

C. Contract Amendment

Section One. Addendum E, section C, subsection 3, paragraph b of the 1992-95 collective bargaining agreement as amended and extended through June 30, 1998 is amended to read as follows:

“ (b) Summer Vacation. ~~[During the school district summer vacation period, any employee assigned to a school based health clinic may opt to:~~

- ~~(1) Continue Working, in which case he or she will be assigned elsewhere during this period; or~~
- ~~(2) Be placed on leave, in which case the employee must exhaust his or her accrued vacation and personal holiday, following which the remainder of leave will be a leave of absence without pay.]~~

The County may issue layoff notice to employees assigned to school based health clinics in the manner prescribed by Article 21, SENIORITY AND LAYOFF, of this agreement. However, notwithstanding any term of this agreement to the contrary, the following shall apply:

- (i) after July 1, 1997 bumping by or recall of bargaining unit members who are not regularly assigned to the school based health program into positions in that program shall be limited to vacant positions. For purposes of this subsection, a position is not “vacant” if an employee of the school based health program is on the recall list for the classification encompassing the position or if another school based health program employee is placed in the position through a demotional bump or reassignment into the position. For purposes of bumping prior to July 2, 1997, positions occupied by employees on limited duration layoff declared pursuant to ii below shall be considered current occupied positions and an employee bumping into such a position will assume the limited duration layoff status of the employee they are bumping.**
- (ii) Bumping by or recall of bargaining unit members who are regularly assigned to the school based health program shall be limited to positions inside the school based health program if the County declares in writing at the time layoff notice is given to the affected employee that the layoff is of limited duration due to summer school closure; PROVIDED that this limitation shall not apply to bumping occurring prior to July 2, 1997 that is caused by bumping into school based health by employees laid off outside school based health.**

- (iii) The Board of County Commissioners may adopt and implement a uniform policy whereby employees who transfer or are newly hired into the school based health program are required as a condition of such transfer or hire to sign an agreement accepting the payment of County medical and dental insurance premiums in lieu of government unemployment insurance payments during the period of a limited duration layoff due to summer closure declared pursuant to paragraph (b) (ii) of this subsection. This shall be construed only as contractual authorization for such a policy. This shall not be construed as a purported waiver by the union of individual employee rights under the Oregon unemployment compensation statute.**
- (iv) If the State of Oregon adopts a law which uniformly disqualifies employees on a limited duration layoff declared pursuant to paragraph (b) (ii) of this subsection from receiving unemployment insurance, even if they are available for and actively seeking suitable interim employment, the County and Union agree to meet to negotiate over the terms of possible alternative benefits or compensation to cover that period of unemployment.**
- (v) Employees subject to a limited duration layoff declared pursuant to (ii) above shall be permitted to elect payoff of accumulated vacation pursuant to Article 8, VACATION LEAVE, section 4 of the 1992-95 County-Union collective bargaining agreement as amended and extended through June 30, 1998 or, in lieu of such payoff, to carry over some or all of their accumulated balance for use subsequent to recall from limited duration layoff. Elections to carry forward vacation balances shall be written, signed by the employee, and specify the number of accumulated hours the employee wishes to carry forward. The employee shall deliver such notice to his or her immediate exempt supervisor, the department's payroll timekeeper and to the Payroll Manager of the central payroll office in the Department of Support Services within three (3) work days of his or her receipt of notice of a limited duration layoff under (ii) above. If such notice is not timely delivered, normal vacation payoff procedures shall be followed. Notwithstanding the foregoing, if an employee is given a non-limited duration layoff notice while on limited duration layoff status, and he or she is ineligible to bump a junior employee or into a vacancy, his or her remaining vacation shall be paid off in full at the time of the latter notice.**
- (vi) Notwithstanding (v) above, the parties acknowledge that although requests to take vacations during the school year may in some**

cases be granted, the risk that management will deny such a request is significantly greater than in other county operations, due to the need to provide services to students when schools are in session. For that reason, the parties encourage employees to continue to select vacation times during Christmas and Spring school vacations. Further, employees facing limited duration layoff should take into account the limited availability of time off when schools are in session, the vacation accumulation ceilings set forth in this agreement, and the risk of forfeiture of vacation (when accumulation ceilings are reached) when deciding whether to carry their accumulated balance forward.

Section Two. A new paragraph (c) shall be added to Addendum E, Section C, subsection 3 to read as follows:

“(c) Extended Applicability. The terms of this subsection 3 shall, in addition to its pre-existing scope of application, apply to employees of the Department of Community and Family Services (CFS) assigned to school based health clinics which, for purposes of this subsection, define the scope of the school based health program as it exists in CFS. This excludes application to CFS employees assigned to non-school based health clinics or to other operations.”

Section Three. A new subsection (d) shall be added to Article 11, Health and Welfare, section 7 as follows:

“(d) Employees of the school based health program subject to a limited duration summer closure layoff declared pursuant to Addendum E, section 3, subsection 3, paragraph b, clause (ii) of the 1992-95 County-Association collective bargaining agreement as amended and extended through June 30, 1998 shall be subject to the provisions of Article 11, HEALTH and WELFARE, section 7, subsections (b) and (c) of that agreement for purposes of determining the date on which medical and dental benefits cease and resume.”

D. Entire Agreement

E.

This written instrument constitutes the entire contract amendment between the parties.

E. Savings Clause

If any portion of this contract amendment is held unlawful and unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the portion directly specified in contract amendment shall continue unaffected by the decision.

Done this day, _____, 1997.

For the Union:

For the Multnomah County

Board of County Commissioners:

Joe Devlaeminck, President

Beverly Stein, Chair

Tanya Collier, Commissioner

Gary Hansen, Commissioner


Sharron Kelley, Commissioner

Dan Saltzman, Commissioner

NEGOTIATED:

NEGOTIATED:

Jim Younger, Business Representative



Darrell Murray, Deputy Labor
Relations Manager

REVIEWED: SANDRA DUFFY
ACTING COUNTY COUNSEL OF
MULTNOMAH COUNTY, OREGON

By 

CONTRACT AMENDMENT

Page 5

CONTRACT AMENDMENT

A. Parties

The Parties to this Contract Amendment are Multnomah County, Oregon ("County") and Multnomah County Employees Union Local 88, AFSCME, AFL-CIO ("Union"). The parties agree as follows:

B. Recitals

WHEREAS, the parties hereto are signatories to a 1992-95 collective bargaining agreement as amended and extended through June 30, 1998; and

WHEREAS, said agreement contains various provisions relating to the manner in which layoffs and related bumping occur; and

WHEREAS, the County operates a school based health program through its Health Department and Department of Community and Family Services which serves students during the school year; and,

WHEREAS, the County has heretofore placed regular employees assigned to the school based health program to other county operations during summer school closures, on demand; and,

WHEREAS, the school based health program has grown to such an extent that summer placements outside school based health is operationally impractical at this time, whether by reassignment or bumping; and,

WHEREAS, the County desires the ability to operate school based health centers without related disruption of other operations during summer school closures; and,

WHEREAS, employees of the school based health program who would be laid off during the summer desire to be able to return to those jobs in the fall when the schools reopen; and,

WHEREAS, the parties have discussed these matters and wish to resolve them on the terms set forth herein;

NOW, Therefore, the parties hereby agree as follows:

C. Contract Amendment

Section One. Addendum E, section C, subsection 3, paragraph b of the 1992-95 collective bargaining agreement as amended and extended through June 30, 1998 is amended to read as follows:

“ (b) Summer Vacation. ~~[During the school district summer vacation period, any employee assigned to a school based health clinic may opt to:~~

- ~~(1) Continue Working, in which case he or she will be assigned elsewhere during this period; or~~
- ~~(2) Be placed on leave, in which case the employee must exhaust his or her accrued vacation and personal holiday, following which the remainder of leave will be a leave of absence without pay.]~~

The County may issue layoff notice to employees assigned to school based health clinics in the manner prescribed by Article 21, SENIORITY AND LAYOFF, of this agreement. However, notwithstanding any term of this agreement to the contrary, the following shall apply:

- (i) after December 31, 1997 bumping by or recall of bargaining unit members who are not regularly assigned to the school based health program into positions in that program shall be limited to vacant positions. For purposes of this subsection, a position is not “vacant” if an employee of the school based health program is on the recall list for the classification encompassing the position or if another school based health program employee is placed in the position through a demotional bump or reassignment into the position. For purposes of bumping prior to January 1, 1998 positions occupied by employees on limited duration layoff declared pursuant to ii below shall be considered current occupied positions and an employee bumping into such a position will assume the limited duration layoff status of the employee they are bumping.**
- (ii) Bumping by or recall of bargaining unit members who are regularly assigned to the school based health program shall be limited to positions inside the school based health program if the County declares in writing at the time layoff notice is given to the affected employee that the layoff is of limited duration due to summer school closure; PROVIDED that this limitation shall not apply to bumping occurring prior to January 1, 1998 that is caused by bumping into school based health by employees laid off outside school based health.**

- (iii) The Board of County Commissioners may adopt and implement a uniform policy whereby employees who transfer or are newly hired into the school based health program are required as a condition of such transfer or hire to sign an agreement accepting the payment of County medical and dental insurance premiums in lieu of government unemployment insurance payments during the period of a limited duration layoff due to summer closure declared pursuant to paragraph (b) (ii) of this subsection. This shall be construed only as contractual authorization for such a policy. This shall not be construed as a purported waiver by the union of individual employee rights under the Oregon unemployment compensation statute.
- (iv) If the State of Oregon adopts a law which uniformly disqualifies employees on a limited duration layoff declared pursuant to paragraph (b) (ii) of this subsection from receiving unemployment insurance, even if they are available for and actively seeking suitable interim employment, the County and Union agree to meet to negotiate over the terms of possible alternative benefits or compensation to cover that period of unemployment.
- (v) Employees subject to a limited duration layoff declared pursuant to (ii) above shall be permitted to elect payoff of accumulated vacation pursuant to Article 8, VACATION LEAVE, section 4 of the 1992-95 County-Union collective bargaining agreement as amended and extended through June 30, 1998 or, in lieu of such payoff, to carry over some or all of their accumulated balance for use subsequent to recall from limited duration layoff. Elections to carry forward vacation balances shall be written, signed by the employee, and specify the number of accumulated hours the employee wishes to carry forward. The employee shall deliver such notice to his or her immediate exempt supervisor, the department's payroll timekeeper and to the Payroll Manager of the central payroll office in the Department of Support Services within three (3) work days of his or her receipt of notice of a limited duration layoff under (ii) above. If such notice is not timely delivered, normal vacation payoff procedures shall be followed. Notwithstanding the foregoing, if an employee is given a non-limited duration layoff notice while on limited duration layoff status, and he or she is ineligible to bump a junior employee or into a vacancy, his or her remaining vacation shall be paid off in full at the time of the latter notice.
- (vi) Notwithstanding (v) above, the parties acknowledge that although requests to take vacations during the school year may in some

cases be granted, the risk that management will deny such a request is significantly greater than in other county operations, due to the need to provide services to students when schools are in session. For that reason, the parties encourage employees to continue to select vacation times during Christmas and Spring school vacations. Further, employees facing limited duration layoff should take into account the limited availability of time off when schools are in session, the vacation accumulation ceilings set forth in this agreement, and the risk of forfeiture of vacation (when accumulation ceilings are reached) when deciding whether to carry their accumulated balance forward.

Section Two. A new paragraph (c) shall be added to Addendum E, Section C, subsection 3 to read as follows:

“(c) Extended Applicability. The terms of this subsection 3 shall, in addition to its pre-existing scope of application, apply to employees of the Department of Community and Family Services (CFS) assigned to school based health clinics which, for purposes of this subsection, define the scope of the school based health program as it exists in CFS. This excludes application to CFS employees assigned to non-school based health clinics or to other operations.”

Section Three. A new subsection (d) shall be added to Article 11, Health and Welfare, section 7 as follows:

“(d) Employees of the school based health program subject to a limited duration summer closure layoff declared pursuant to Addendum E, section 3, subsection 3, paragraph b, clause (ii) of the 1992-95 County-Association collective bargaining agreement as amended and extended through June 30, 1998 shall be subject to the provisions of Article 11, HEALTH and WELFARE, section 7, subsections (b) and (c) of that agreement for purposes of determining the date on which medical and dental benefits cease and resume.”

D. Entire Agreement

E.

This written instrument constitutes the entire contract amendment between the parties.

E. Savings Clause

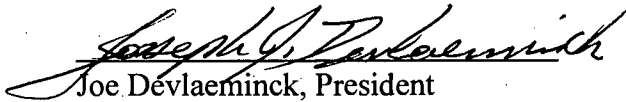
If any portion of this contract amendment is held unlawful and unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the portion directly specified in contract amendment shall continue unaffected by the decision.

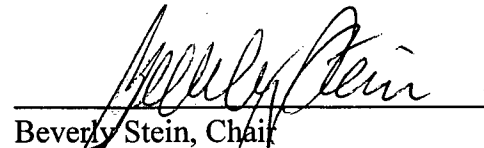
Done this day, JUNE 5, 1997.

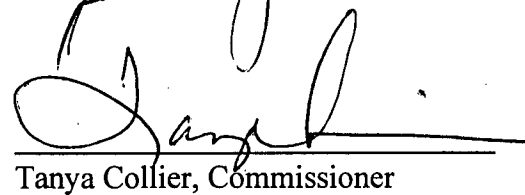
For the Union:

For the Multnomah County

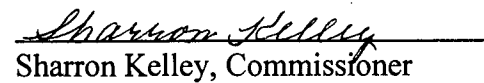
Board of County Commissioners:

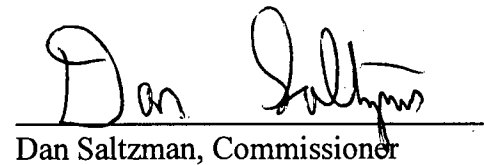

Joe Devlaeminck, President


Beverly Stein, Chair


Tanya Collier, Commissioner

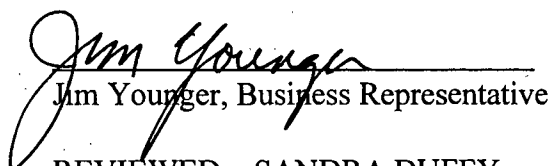

Gary Hansen, Commissioner

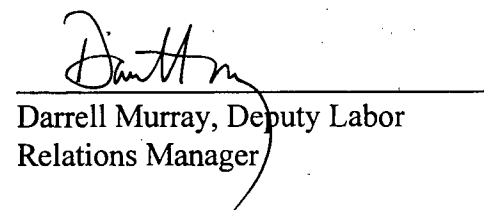

Sharron Kelley, Commissioner


Dan Saltzman, Commissioner

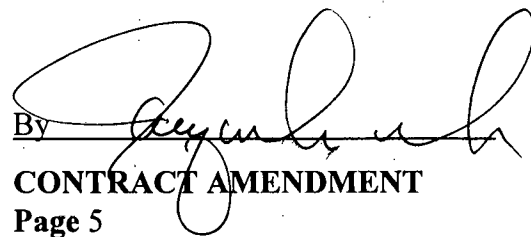
NEGOTIATED:

NEGOTIATED:


Jim Younger, Business Representative


Darrell Murray, Deputy Labor
Relations Manager

REVIEWED: SANDRA DUFFY
ACTING COUNTY COUNSEL OF
MULTNOMAH COUNTY, OREGON

By 
CONTRACT AMENDMENT
Page 5

MEETING DATE: JUN 05 1997

AGENDA #: R-4

ESTIMATED START TIME: 10:40am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Contract Amendment/Oregon Nurses Association/General

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: May 29, 1997

AMOUNT OF TIME NEEDED: 2 minutes

DEPARTMENT: Support Services

DIVISION: Labor Relations

CONTACT: Darrell Murray

TELEPHONE #: 248-5135 (x22595)

BLDG/ROOM #: 106/1407

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Amendment to general layoff language of 1994-98 County-Oregon Nurses Association collective bargaining agreement.

ORIGINALS to Darrell Murray

SIGNATURES REQUIRED:

ELECTED

OFFICIAL:

(OR)

DEPARTMENT

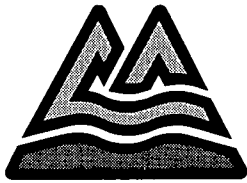
MANAGER:

Lickie L. Gales

BOARD OF
COUNTY COMMISSIONERS
97 MAY 20 AM 8:11
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
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 97293


PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

Memorandum

TO: Board of County Commissioners

FROM: Darrell Murray, Deputy Labor Relations Manager 

DATE: May 26, 1997

SUBJECT: General Amendments to ONA Contract Layoff Language

- I. **Recommendation/Action Requested:** That the Board ratify the amendment to the 1994-98 County-Oregon Nurses Association collective bargaining agreement.

Background/Analysis: During layoffs in January the County and ONA identified a number of problems associated with existing layoff language. Since then County and ONA teams have met in an effort to find alternative procedures that would better serve the parties' interests. The attached amendment document reflects the tentative agreement between the teams.

The first major change is that part-time and full-time employees would be separated into two bumping chains. They are presently comingled. This simplifies the planning process, and provides greater certainty to employees. Employees would be able to change between full and part-time status only if they would otherwise be laid off from all county employment. The other major change is that the most senior employee bumping into a different position would, generally speaking, be placed in the position held by the most senior employee actually being laid off. Presently, the most senior employee bumping into a different position takes the position occupied by the *least* senior employee being laid off. This change improves the quality of work assignments into which senior employees bump, at least in theory. Other changes include a minor clarification of the bumping rights of exempt employees who formerly held positions in the bargaining unit, and of the right

of employees to refuse recall into a status (full v. part-time) other than that status they held at the time of layoff, without sacrificing recall rights.

- III. **Financial Impact:** The amendments have no financial impact.
- IV. **Legal Issues:** None.
- V. **Controversial Issues:** None.
- VI. **Link To Current County Policies:** This amendment is consistent with the County's policy of providing an excellent work place for employees.
- VII. **Citizen Participation:** None.
- VIII. **Other Government Participation:** None.

CONTRACT AMENDMENT

A. Parties

The parties to this contract amendment are Multnomah County, Oregon ("County") and the Oregon Nurses Association ("Association").

B. Purpose

The purpose of this contract amendment is to effectuate the parties' mutual desire to avoid some of the uncertainties and possible operational inefficiencies which could arise under language contained in the 1994-98 County-Association collective bargaining agreement governing layoff. The parties agree as follows:

C. Contract Amendments

Section One. Article 13, section 1, subsection (a), paragraph (4) is amended to read:

"(4) Nursing Services Supervisor or equivalent successor classification(s) including but not limited to Health Services Administrator."

Section Two. Article 13, section 1, subsection (b), paragraph (4) is amended to read:

"(4) A Nursing Services Supervisor (or its future equivalent(s) or other employee occupying a position outside the bargaining unit to which the employee promoted directly or indirectly from the bargaining unit bumping into the bargaining unit may exercise only seniority gained while a member of the bargaining unit."

Section Three. Article 13, section 1, subsection (d), is amended to read:

"(d) Part Time Employee Bumping Bumping Between Full and Part-Time Positions."

- (1) A more senior part-time nurse may bump a less senior full-time nurse or a more senior full-time nurse may bump a less senior part-time nurse, provided in either case he or she that the senior employee is willing to become full-time assume the full or part-time status of the employee being bumped and the bumping employee would have

no other alternative but demotion or involuntary layoff from all county employment.

- (2) **If he or she would have no other alternative but demotion or involuntary layoff from all county employment, a more senior full-time nurse may, bump a part-time nurse or, with management approval, bump two less senior part-time nurses, provided the resulting position is no more than forty (40) hours per week.**

Section Four. The first paragraph of the section entitled "Layoff Rules" of Addendum D, SENIORITY AND LAYOFF, of the 1994-98 County-Association collective bargaining agreement is amended to read:

"Layoffs will be identified separately within full and part-time categories and by classification within the affected department. Employees holding positions within the affected classifications and employment status (i.e. full versus part-time) may be subject to demotion, transfer or layoff demoted, transferred or laid off in inverse order of seniority except that the order of bumping out of the affected work unit within the affected classification and status (i.e. full or part-time categories) shall be based on inverse seniority (i.e., least senior first); PROVIDED that an exception from application of the inverse seniority rule will be made if its application would leave the work unit without qualified employees to perform the duties of a position in which contractually valid special skills are required. Work units in effect as of May 15, 1997 shall remain in effect; PROVIDED, that the County may thereafter re-designate the organizational boundaries of existing work units by written notice to the Association between March 1 and April 1 each year. In addition, the County may designate additional work units at any time as new operations are added.

Section Five. The ninth paragraph of the section entitled "Layoff Rules" of Addendum D, SENIORITY AND LAYOFF, of the 1994-98 County-Association collective bargaining agreement is amended to read:

~~"Where~~ If options are available, filling a vacant position will take precedence over displacing bumping another employee with the least senior employees bumping to vacancies before more senior employees who are bumping. However, except as provided in this paragraph, a full-time employee may not bump into a vacancy or bump another employee if such action would change his or her status to part-time. Similarly, a part-time employee may not bump into a vacancy or bump another employee if such action would change his or her status to full-time. In either case, an exception will be permitted if the bumping employee has no alternative but to either incur involuntary layoff from all County employment or bump into a position which would change his or her status between full-time and part-time. In all cases, if ~~Where displacement~~ bumping is necessary, the least senior employee will be

~~displaced, except as provided below~~ such bumping shall be planned and executed in conformance with the following:

- ~~1) A full time employee who is subject to layoff and who may displace by the least senior full time employee even if part time employees with lesser seniority remain, and,~~
- ~~2) A part time employee who is subject to layoff may displace the least senior part time employee even if full time employees with lesser seniority remain.~~

STEP 1: All full and part-time employees who are bumped out of the affected work unit shall initially be placed on separate full and part-time preliminary bumping lists (PBLs) in descending order of seniority (i.e., higher to lower).

STEP 2: Separate preliminary *layoff* lists (PLLs) for full and part-time employee shall be created and separately reflecting the number of full and part-time positions being cut. Names shall be placed on the lists in reverse order of seniority within full or part-time category, except that if a name would initially appear on both a PBL and a PLL it shall only be placed on the PBL.

STEP 3: Employees on the PBL and PLL for full or part-time status, whichever applies, shall then be paired in descending order of seniority so that the most senior employee on the preliminary bumping list is paired with the most senior employee on the PLL.

STEP 4: Starting at the bottom of the PBL, the eligibility of the least senior employee *remaining* on the PBL to bump into the position occupied by the least senior employee remaining on the PLL will be determined in light of any contractually valid special requirements. If the least senior employee remaining on the PBL is eligible for that position, he or she shall bump the incumbent. If he or she is not eligible to bump into that position, his or her eligibility to bump into the position occupied by the next most senior employee on the PLL shall be determined. This process shall continue until the employee on the PBL has a position into which he or she can bump, even if this requires adding additional names to the PLL (in ascending seniority order), or until there are no remaining junior employees to add to the PLL. In the latter case, the employee on the PBL shall be laid off. If the employee on the PBL bumps an employee originally on the PLL the eligibility of the bumped employee to subsequently bump each successively junior employee occupying a special skill position shall be determined until the employee whose eligibility is being tested has a position or until no further positions exist, in which case he or she shall be laid off. If the employee on the PBL bumps an employee not originally on the PLL, the employee on the PLL who is bumped shall be added to the bottom of the PBL. That employee's eligibility to bump shall then be determined in the same manner as for the employee originally at the bottom of the PBL. The process shall continue, beginning with the lowest remaining employees on

the PBL and PLL, until each employee on the PBL has been determined able to bump or subject to layoff.

Section Six. Paragraph one of the section entitled "20.04 Layoff Or Demotion In Lieu Of Layoff, Rules" of Addendum D, SENIORITY AND LAYOFF, of the 1994-98 County-Association collective bargaining agreement is amended to read:

"An employee who may be subject to layoff or demotion in lieu of layoff shall be notified in writing at least fifteen (15) days prior to such action. **Such notice shall be**

mailed to the employee's home address unless the employee has specified an alternate address as provided herein. Employees who wish to specify an alternate address for mailing of layoff notice (e.g. for the period of a vacation) may do so by written notice to the Director of Employee Services and the head of the employee's Department not less than fifteen (15) days prior to the date on which layoff notice is mailed by the employer. Such notice shall specify whether the alternate address is permanent or, if it is a temporary address, the date after which the County should mail any layoff notice to the employee's home address. The bargaining agent, if any, shall be sent a copy of such the County layoff or demotion notice at least fifteen (15) days prior to the action. The notice shall state the reason for the action and shall further state that the action does not reflect discredit on the employee."

Section Seven. Paragraph three of the section entitled "20.04 Layoff Or Demotion In Lieu Of Layoff, Rules" of Addendum D, SENIORITY AND LAYOFF, of the 1994-98 County-Association collective bargaining agreement is amended to read:

"Employees who are laid off or demoted in lieu of layoff will be placed on the layoff list, according to seniority, for the classification(s) held immediately preceding layoff; **PROVIDED that an employee who held part-time status at the time of layoff or demotion shall be placed on a layoff list for recall only to part-time positions. Employees who held full-time status at the time of layoff or demotion shall be placed on the layoff list for recall only to full-time positions. Nothing in this paragraph shall preclude the County from offering recall to an employee on the layoff list for a full or part-time status different from that held by the employee at the time of layoff or demotion if there are no remaining employees on the layoff list for that classification whose status (full versus part-time) was the same as that of the vacant position to which the County offers recall."**

Section Eight. Subparagraph four of paragraph five of the section entitled "20.04 Layoff or Demotion In Lieu of Layoff" of Addendum D of the 1994-98 County-Association collective bargaining agreement is amended to read as follows:

"Upon declining an offer of permanent reinstatement **(except an offer of reinstatement to a position with a status (full versus part-time) different from that**

held at the time the employee was laid off or demoted from the classification into which recall is offered); or”

D. General Provisions

Section One. This written instrument contains the entire contract amendment between the parties.

Done this day, _____, 1997.

For the Association:

Kathleen Sheridan, Unit President

Ken Fitzsimon, Labor Relations Director

NEGOTIATED:

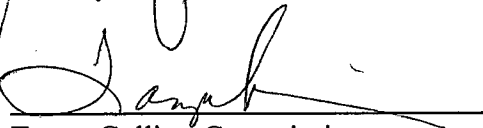
Michael Alexander, Business Representative

REVIEWED: SANDRA DUFFY
ACTING COUNTY COUNSEL FOR
MULTNOMAH COUNTY, OREGON

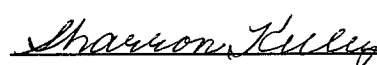
By 
Assistant County Counsel


For the Multnomah County
Board Of County Commissioners:


Beverly Stein, Chair

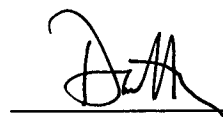

Tanya Collier, Commissioner


Gary Hansen, Commissioner


Sharron Kelley, Commissioner


Dan Saltzman, Commissioner

NEGOTIATED:


Darrell Murray, Deputy Labor
Relations Manager

CONTRACT AMENDMENT

A. Parties

The parties to this contract amendment are Multnomah County, Oregon ("County") and the Oregon Nurses Association ("Association").

B. Purpose

The purpose of this contract amendment is to effectuate the parties' mutual desire to avoid some of the uncertainties and possible operational inefficiencies which could arise under language contained in the 1994-98 County-Association collective bargaining agreement governing layoff. The parties agree as follows:

C. Contract Amendments

Section One. Article 13, section 1, subsection (a), paragraph (4) is amended to read:

"(4) Nursing Services Supervisor or equivalent successor classification(s) including but not limited to Health Services Administrator."

Section Two. Article 13, section 1, subsection (b), paragraph (4) is amended to read:

"(4) A Nursing Services Supervisor (or its future equivalent(s) or other employee occupying a position outside the bargaining unit to which the employee promoted directly or indirectly from the bargaining unit bumping into the bargaining unit may exercise only seniority gained while a member of the bargaining unit."

Section Three. Article 13, section 1, subsection (d), is amended to read:

"(d) ~~Part Time Employee Bumping~~ Bumping Between Full and Part-Time Positions.

- (1) A more senior part-time nurse may bump a less senior full-time nurse or a more senior full-time nurse may bump a less senior part-time nurse, provided in either case he or she that the senior employee is willing to become full-time assume the full or part-time status of the employee being bumped and the bumping employee would have**

no other alternative but involuntary layoff from all county employment.

- (2) If he or she would have no other alternative but involuntary layoff from all county employment, a more senior full-time nurse may, ~~bump a part-time nurse or~~, with management approval, bump two less senior part-time nurses, provided the resulting position is no more than forty (40) hours per week.

Section Four. The first paragraph of the section entitled "Layoff Rules" of Addendum D, SENIORITY AND LAYOFF, of the 1994-98 County-Association collective bargaining agreement is amended to read:

"Layoffs will be identified *separately within full and part-time categories* and by classification within the affected department. Employees holding positions within the affected classifications **and employment status (i.e. full versus part-time)** may be subject to demotion, transfer or layoff **demoted, transferred or laid off** in inverse order of seniority **except that the order of bumping out of the affected work unit within the affected classification and status (i.e. full or part-time categories) shall be based on inverse seniority (i.e., least senior first); PROVIDED that an exception from application of the inverse seniority rule will be made if its application would leave the work unit without qualified employees to perform the duties of a position in which contractually valid special skills are required.** Work units in effect as of May 15, 1997 shall remain in effect; PROVIDED, that the County may thereafter re-designate the organizational boundaries of existing work units by written notice to the Association between March 1 and April 1 each year. In addition, the County may designate additional work units at any time as new operations are added.

Section Five. The ninth paragraph of the section entitled "Layoff Rules" of Addendum D, SENIORITY AND LAYOFF, of the 1994-98 County-Association collective bargaining agreement is amended to read:

~~"Where~~ **If options are available, filling a vacant position will take precedence over displacing bumping another employee with the least senior employees bumping to vacancies before more senior employees who are bumping.** However, except as provided in this paragraph, a full-time employee may not bump into a vacancy or bump another employee if such action would change his or her status to part-time. Similarly, a part-time employee may not bump into a vacancy or bump another employee if such action would change his or her status to full-time. In either case, an exception will be permitted if the bumping employee has no alternative but to either incur involuntary layoff from all County employment or bump into a position which would change his or her status between full-time and part-time. In all cases, if ~~Where displacement bumping is necessary, the least senior employee will be~~

~~displaced, except as provided below~~ such bumping shall be planned and executed in conformance with the following:

- ~~1) A full-time employee who is subject to layoff and who may displace by the least senior full-time employee even if part-time employees with lesser seniority remain, and.~~
- ~~2) A part-time employee who is subject to layoff may displace the least senior part-time employee even if full-time employees with lesser seniority remain.~~

STEP 1: All full and part-time employees who are bumped out of the affected work unit shall initially be placed on separate full and part-time preliminary *bumping* lists (PBLs) in descending order of seniority (i.e., higher to lower).

STEP 2: Separate preliminary *layoff* lists (PLLs) for full and part-time employee shall be created and separately reflecting the number of full and part-time positions being cut. Names shall be placed on the lists in reverse order of seniority within full or part-time category, except that if a name would initially appear on both a PBL and a PLL it shall only be placed on the PBL.

STEP 3: Employees on the PBL and PLL for full or part-time status, whichever applies, shall then be paired in descending order of seniority so that the most senior employee on the preliminary bumping list is paired with the most senior employee on the PLL.

STEP 4: Starting at the bottom of the PBL, the eligibility of the least senior employee *remaining* on the PBL to bump into the position occupied by the least senior employee remaining on the PLL will be determined in light of any contractually valid special requirements. If the least senior employee *remaining* on the PBL is eligible for that position, he or she shall bump the incumbent. If he or she is not eligible to bump into that position, his or her eligibility to bump into the position occupied by the next most senior employee on the PLL shall be determined. This process shall continue until the employee on the PBL has a position into which he or she can bump, even if this requires adding additional names to the PLL (in ascending seniority order), or until there are no remaining junior employees to add to the PLL. In the latter case, the employee on the PBL shall be laid off. *If the employee on the PBL bumps an employee originally on the PLL the eligibility of the bumped employee to subsequently bump each successively junior employee occupying a special skill position shall be determined until the employee whose eligibility is being tested has a position or until no further positions exist, in which case he or she shall be laid off.* If the employee on the PBL bumps an employee not originally on the PLL, the employee on the PLL who is bumped shall be added to the bottom of the PBL. That employee's eligibility to bump shall then be determined in the same manner as for the employee originally at the bottom of the PBL. The process shall continue,

beginning with the lowest remaining employees on the PBL and PLL, until each employee on the PBL has been determined able to bump or subject to layoff.

Section Six. Paragraph one of the section entitled "20.04 Layoff Or Demotion In Lieu Of Layoff, Rules" of Addendum D, SENIORITY AND LAYOFF, of the 1994-98 County-Association collective bargaining agreement is amended to read:

"An employee who may be subject to layoff or demotion in lieu of layoff shall be notified in writing at least fifteen (15) days prior to such action. **Such notice shall be**

mailed to the employee's home address unless the employee has specified an alternate address as provided herein. Employees who wish to specify an alternate address for mailing of layoff notice (e.g. for the period of a vacation) may do so by written notice to the Director of Employee Services and the head of the employee's Department not less than fifteen (15) days prior to the date on which layoff notice is mailed by the employer. Such notice shall specify whether the alternate address is permanent or, if it is a temporary address, the date after which the County should mail any layoff notice to the employee's home address. The bargaining agent, if any, shall be sent a copy of such the County layoff or demotion notice at least fifteen (15) days prior to the action. The notice shall state the reason for the action and shall further state that the action does not reflect discredit on the employee."

Section Seven. Paragraph three of the section entitled "20.04 Layoff Or Demotion In Lieu Of Layoff, Rules" of Addendum D, SENIORITY AND LAYOFF, of the 1994-98 County-Association collective bargaining agreement is amended to read:

"Employees who are laid off or demoted in lieu of layoff will be placed on the layoff list, according to seniority, for the classification(s) held immediately preceding layoff; **PROVIDED that an employee who held part-time status at the time of layoff or demotion shall be placed on a layoff list for recall only to part-time positions. Employees who held full-time status at the time of layoff or demotion shall be placed on the layoff list for recall only to full-time positions. Nothing in this paragraph shall preclude the County from offering recall to an employee on the layoff list for a full or part-time status different from that held by the employee at the time of layoff or demotion if there are no remaining employees on the layoff list for that classification whose status (full versus part-time) was the same as that of the vacant position to which the County offers recall."**

Section Eight. Subparagraph four of paragraph five of the section entitled "20.04 Layoff or Demotion In Lieu of Layoff" of Addendum D of the 1994-98 County-Association collective bargaining agreement is amended to read as follows:

"Upon declining an offer of permanent reinstatement (**except an offer of reinstatement to a position with a status (full versus part-time) different from that**

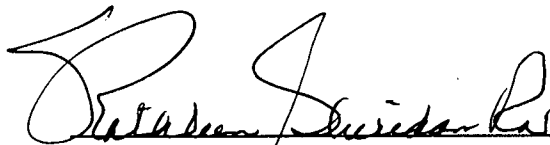
held at the time the employee was laid off or demoted from the classification into which recall is offered); or"

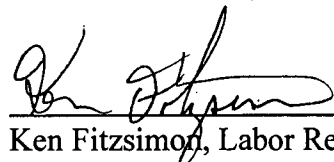
D. General Provisions

Section One. This written instrument contains the entire contract amendment between the parties.

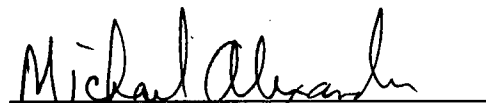
Done this day, June 5, 1997.

For the Association:

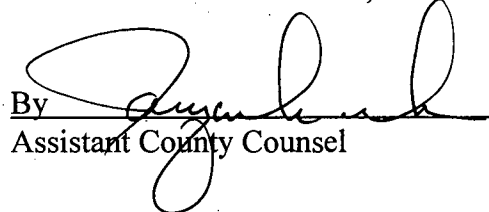

Kathleen Sheridan, Unit President


Ken Fitzsimon, Labor Relations Director

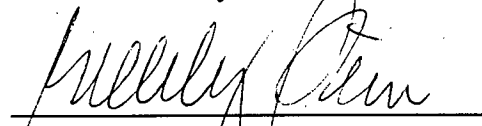
NEGOTIATED:

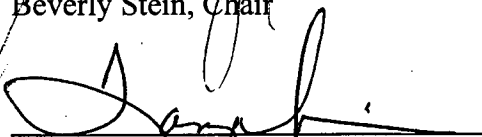

Michael Alexander, Business Representative

REVIEWED: SANDRA DUFFY
ACTING COUNTY COUNSEL FOR
MULTNOMAH COUNTY, OREGON


By 
Assistant County Counsel

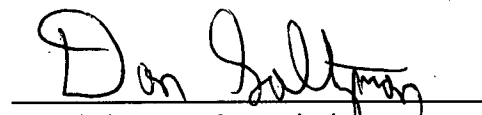
For the Multnomah County
Board Of County Commissioners:


Beverly Stein, Chair



Tanya Collier, Commissioner


Gary Hansen, Commissioner


Sharron Kelley, Commissioner


Dan Saltzman, Commissioner

NEGOTIATED:


Darrell Murray, Deputy Labor
Relations Manager

MEETING DATE: JUN 05 1997

AGENDA #: R-5

ESTIMATED START TIME: 10:40am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Contract Amendment/Oregon Nurses Association

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: May 29

AMOUNT OF TIME NEEDED: 2 min.

DEPARTMENT: Support Services

DIVISION: Labor Relations

CONTACT: Darrell Murray

TELEPHONE #: x22595 (248-5135)

BLDG/ROOM #: 106/1407

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Amendment to 1994-98 County-Oregon Nurses Association Collective Bargaining Agreement - School Based Health

originals to Darrell Murray

SIGNATURES REQUIRED:

ELECTED

OFFICIAL: _____

(OR)

DEPARTMENT

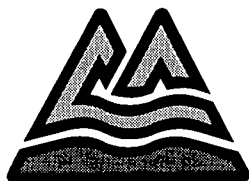
MANAGER: _____

Vickie S. Gable

BOARD OF
COUNTY COMMISSIONERS
97 MAY 20 AM 8:12
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
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 97293


PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

Memorandum

TO: Board of County Commissioners

FROM: Darrell Murray, Deputy Labor Relations Manager 

DATE: May 26, 1997

SUBJECT: School Based Health Layoff/ONA Contract Amendment

- I. **Recommendation/Action Requested:** That the Board ratify the amendment to the 1994-98 County-Oregon Nurses Association collective bargaining agreement.
- II. **Background/Analysis:** For over a decade, the Health Department has provided nursing services to students in Portland public schools through an increasing number of school based health clinics. During summer months when schools were closed, nurses in those clinics have been reassigned to other departmental operations. As the school based program grew, finding meaningful assignments became an increasing challenge. In recent years, the department found itself creating assignments to provide summer employment. At this juncture, the department views the summer service as of marginal utility, and believes that short term layoffs during summer months would be more compatible with both fiscal needs and the duty to ensure that all work performed by staff represents a prudent expenditure of public funds. However, the current collective bargaining agreement between the County and ONA contains layoff and bumping procedures designed for year around operations. Thus, if the Health Department lays off nurses in school based health, even for the summer, they will bump into other county operations. Further, the recall language would not guarantee that today's school based staff would return to those assignments in the Fall.

To address these issues the Health department, in cooperation with the Labor Relations Division and ONA, initiated a discussion between managers and elected representatives of the school based health employees. Although the discussions were informative, a solution was not resolved. This office and the ONA were invited to join the discussions. After over a month of effort, a tentative resolution has been reached and is reflected in the proposed contract amendments.

The proposed contract amendments change existing language in two major ways. First, when school based health employees are laid off in anticipation of resumption of duties in the Fall, they will not bump into other department operations. In the Fall, they will return to school based health with priority over any non-school based health employee who may be on the recall list. During summer months, the nurses will collect unemployment compensation if they are unable to find other suitable and available work. Bumping and recall into school based health will be limited to vacant positions. Bumping and recall by school based health employees into units outside school based health will be permitted if the County decides to lay them off for reasons other than the temporary summer closure (e.g. on-going program reduction). The foregoing arrangement will take effect after layoffs scheduled to take place June 30. The language does not require summer layoffs. It permits them.

In addition, the language would permit the Board to adopt a uniform policy for new hires and employees transferring into school based health whereby they would receive health insurance benefits in lieu of unemployment benefits during the summer hiatus. (This assumes that the policy would be legally enforceable, a question on which counsel should be sought prior to Board action on such a policy.)

- III. **Financial Impact:** The amendments have no direct financial impact. If the Health department implements summer layoffs after passage of the amendments, the costs for unemployment compensation will be identical to those that would result from implementation of current layoff language. If the Board subsequently adopts a policy to substitute health insurance benefits in lieu of unemployment compensation - and that policy is legally enforceable - this would ultimately save between approximately \$800 and \$2,000 per affected employee over the summer months, depending on the timing of program closure and resumption and the number of covered dependents on the employee's insurance.
- IV. **Legal Issues:** The Board will need to obtain legal advice before it considers whether to adopt a policy which requires new hires and employees transferring into school based health to accept health insurance in lieu of unemployment compensation. The question which needs to be answered is

whether such a policy would be legally enforceable under the unemployment compensation statutes.

- V. **Controversial Issues:** A policy requiring trade off of health insurance benefits for unemployment benefits is potentially controversial. However, adoption of such a policy would require further Board action.
- VI. **Link To Current County Policies:** This amendment is intended to ensure efficient use of tax dollars while minimizing the adverse impact on services outside school based health and employees.
- VII. **Citizen Participation:** None.
- VIII. **Other Government Participation:** None.

CONTRACT AMENDMENT

A. Parties

The parties to this contract amendment are Multnomah County, Oregon ("County") and the Oregon Nurses Association ("Association").

B. Recitals

WHEREAS, the parties hereto are signatories to a 1994-98 collective bargaining agreement which expires June 30, 1998; and,

WHEREAS, said agreement contains various provisions relating to the manner in which layoffs and related bumping occur; and,

WHEREAS, the County operates a school based health program through its Health Department and Department of Community and Family Services which serves students during the school year; and,

WHEREAS, the County has heretofore place regular employees assigned to the school based health program in other county operations during summer school closures; and,

WHEREAS, the school based health program has grown to such a size that summer placements outside school based health is operationally impractical at this time, whether by reassignment or bumping; and,

WHEREAS, the County desires the ability to operate the school based health program without related disruption of other operations during summer school closures; and,

WHEREAS, employees of the school based health program who would be laid off during the summer desire to be able to return to those jobs in the fall when the schools reopen; and,

WHEREAS, the parties have discussed these matters and wish to resolve the matter on the terms set forth herein;

NOW, Therefore, the parties hereby agree as follows:

**CONTRACT AMENDMENT
SCHOOL BASED HEALTH
SUMMER LAYOFFS**

CONTRACT AMENDMENT

A. Parties

The parties to this contract amendment are Multnomah County, Oregon ("County") and the Oregon Nurses Association ("Association").

B. Purpose

The purpose of this contract amendment is to effectuate the parties' mutual desire to avoid some of the uncertainties and possible operational inefficiencies which could arise under language contained in the 1994-98 County-Association collective bargaining agreement governing layoff. The parties agree as follows:

C. Contract Amendments

Section One. Article 13, section 1, subsection (a), paragraph (4) is amended to read:

"(4) Nursing Services Supervisor or equivalent successor classification(s) including but not limited to Health Services Administrator."

Section Two. Article 13, section 1, subsection (b), paragraph (4) is amended to read:

"(4) A Nursing Services Supervisor (or its future equivalent(s) or other employee occupying a position outside the bargaining unit to which the employee promoted directly or indirectly from the bargaining unit bumping into the bargaining unit may exercise only seniority gained while a member of the bargaining unit."

Section Three. Article 13, section 1, subsection (d), is amended to read:

"(d) ~~Part Time Employee Bumping~~ Bumping Between Full and Part-Time Positions.

- (1) A more senior part-time nurse may bump a less senior full-time nurse or a more senior full-time nurse may bump a less senior part-time nurse, provided in either case he or she that the senior employee is willing to ~~become full-time~~ assume the full or part-time status of the employee being bumped and the bumping employee would have**

no other alternative but demotion or involuntary layoff from all county employment.

- (2) **If he or she would have no other alternative but demotion or involuntary layoff from all county employment**, a more senior full-time nurse may, ~~bump a part-time nurse or~~, with management approval, **bump** two **less senior** part-time nurses, provided the resulting position is no more than forty (40) hours per week.

Section Four. The first paragraph of the section entitled "Layoff Rules" of Addendum D, SENIORITY AND LAYOFF, of the 1994-98 County-Association collective bargaining agreement is amended to read:

"Layoffs will be identified **separately within full and part-time categories and** by classification within the affected department. Employees holding positions within the affected classifications **and employment status (i.e. full versus part-time)** may be ~~subject to demotion, transfer or layoff~~ **demoted, transferred or laid off** in inverse order of seniority **except that the order of bumping out of the affected work unit within the affected classification and status (i.e. full or part-time categories) shall be based on inverse seniority (i.e., least senior first); PROVIDED that an exception from application of the inverse seniority rule will be made if its application would leave the work unit without qualified employees to perform the duties of a position in which contractually valid special skills are required. Work units in effect as of May 15, 1997 shall remain in effect; PROVIDED, that the County may thereafter re-designate the organizational boundaries of existing work units by written notice to the Association between March 1 and April 1 each year. In addition, the County may designate additional work units at any time as new operations are added.**

Section Five. The ninth paragraph of the section entitled "Layoff Rules" of Addendum D, SENIORITY AND LAYOFF, of the 1994-98 County-Association collective bargaining agreement is amended to read:

~~"Where~~ **If options are available, filling a vacant position will take precedence over displacing bumping another employee with the least senior employees bumping to vacancies before more senior employees who are bumping. However, except as provided in this paragraph, a full-time employee may not bump into a vacancy or bump another employee if such action would change his or her status to part-time. Similarly, a part-time employee may not bump into a vacancy or bump another employee if such action would change his or her status to full-time. In either case, an exception will be permitted if the bumping employee has no alternative but to either incur involuntary layoff from all County employment or bump into a position which would change his or her status between full-time and part-time. In all cases, if** ~~Where displacement bumping is necessary, the least senior employee will be~~

~~displaced, except as provided below~~ such bumping shall be planned and executed in conformance with the following:

- ~~1) A full time employee who is subject to layoff and who may displace by the least senior full time employee even if part time employees with lesser seniority remain, and,~~
- ~~2) A part time employee who is subject to layoff may displace the least senior part time employee even if full time employees with lesser seniority remain.~~

STEP 1: All full and part-time employees who are bumped out of the affected work unit shall initially be placed on separate full and part-time preliminary bumping lists (PBLs) in descending order of seniority (i.e., higher to lower).

STEP 2: Separate preliminary *layoff* lists (PLLs) for full and part-time employee shall be created and separately reflecting the number of full and part-time positions being cut. Names shall be placed on the lists in reverse order of seniority within full or part-time category, except that if a name would initially appear on both a PBL and a PLL it shall only be placed on the PBL.

STEP 3: Employees on the PBL and PLL for full or part-time status, whichever applies, shall then be paired in descending order of seniority so that the most senior employee on the preliminary bumping list is paired with the most senior employee on the PLL.

STEP 4: Starting at the bottom of the PBL, the eligibility of the least senior employee *remaining* on the PBL to bump into the position occupied by the least senior employee remaining on the PLL will be determined in light of any contractually valid special requirements. If the least senior employee remaining on the PBL is eligible for that position, he or she shall bump the incumbent. If he or she is not eligible to bump into that position, his or her eligibility to bump into the position occupied by the next most senior employee on the PLL shall be determined. This process shall continue until the employee on the PBL has a position into which he or she can bump, even if this requires adding additional names to the PLL (in ascending seniority order), or until there are no remaining junior employees to add to the PLL. In the latter case, the employee on the PBL shall be laid off. If the employee on the PBL bumps an employee originally on the PLL the eligibility of the bumped employee to subsequently bump each successively junior employee occupying a special skill position shall be determined until the employee whose eligibility is being tested has a position or until no further positions exist, in which case he or she shall be laid off. If the employee on the PBL bumps an employee not originally on the PLL, the employee on the PLL who is bumped shall be added to the bottom of the PBL. That employee's eligibility to bump shall then be determined in the same manner as for the employee originally at the bottom of the PBL. The process shall continue, beginning with the lowest remaining employees on

the PBL and PLL, until each employee on the PBL has been determined able to bump or subject to layoff.

Section Six. Paragraph one of the section entitled "20.04 Layoff Or Demotion In Lieu Of Layoff, Rules" of Addendum D, SENIORITY AND LAYOFF, of the 1994-98 County-Association collective bargaining agreement is amended to read:

"An employee who may be subject to layoff or demotion in lieu of layoff shall be notified in writing at least fifteen (15) days prior to such action. **Such notice shall be**

mailed to the employee's home address unless the employee has specified an alternate address as provided herein. Employees who wish to specify an alternate address for mailing of layoff notice (e.g. for the period of a vacation) may do so by written notice to the Director of Employee Services and the head of the employee's Department not less than fifteen (15) days prior to the date on which layoff notice is mailed by the employer. Such notice shall specify whether the alternate address is permanent or, if it is a temporary address, the date after which the County should mail any layoff notice to the employee's home address. The bargaining agent, if any, shall be sent a copy of such the County layoff or demotion notice at least fifteen (15) days prior to the action. The notice shall state the reason for the action and shall further state that the action does not reflect discredit on the employee."

Section Seven. Paragraph three of the section entitled "20.04 Layoff Or Demotion In Lieu Of Layoff, Rules" of Addendum D, SENIORITY AND LAYOFF, of the 1994-98 County-Association collective bargaining agreement is amended to read:

"Employees who are laid off or demoted in lieu of layoff will be placed on the layoff list, according to seniority, for the classification(s) held immediately preceding layoff; **PROVIDED that an employee who held part-time status at the time of layoff or demotion shall be placed on a layoff list for recall only to part-time positions. Employees who held full-time status at the time of layoff or demotion shall be placed on the layoff list for recall only to full-time positions. Nothing in this paragraph shall preclude the County from offering recall to an employee on the layoff list for a full or part-time status different from that held by the employee at the time of layoff or demotion if there are no remaining employees on the layoff list for that classification whose status (full versus part-time) was the same as that of the vacant position to which the County offers recall."**

Section Eight. Subparagraph four of paragraph five of the section entitled "20.04 Layoff or Demotion In Lieu of Layoff" of Addendum D of the 1994-98 County-Association collective bargaining agreement is amended to read as follows:

"Upon declining an offer of permanent reinstatement **(except an offer of reinstatement to a position with a status (full versus part-time) different from that**

held at the time the employee was laid off or demoted from the classification into which recall is offered); or”

D. General Provisions

Section One. This written instrument contains the entire contract amendment between the parties.

Done this day, _____, 1997.

For the Association:

For the Multnomah County
Board Of County Commissioners:

Kathleen Sheridan, Unit President

Beverly Stein, Chair

Ken Fitzsimon, Labor Relations Director

Tanya Collier, Commissioner

NEGOTIATED:

Gary Hansen, Commissioner

Michael Alexander, Business Representative


Sharron Kelley, Commissioner

REVIEWED: SANDRA DUFFY
ACTING COUNTY COUNSEL FOR
MULTNOMAH COUNTY, OREGON

Dan Saltzman, Commissioner

By 
Assistant County Counsel

NEGOTIATED:


Darrell Murray, Deputy Labor
Relations Manager

CONTRACT AMENDMENT

A. Parties

The parties to this contract amendment are Multnomah County, Oregon ("County") and the Oregon Nurses Association ("Association").

B. Recitals

WHEREAS, the parties hereto are signatories to a 1994-98 collective bargaining agreement which expires June 30, 1998; and,

WHEREAS, said agreement contains various provisions relating to the manner in which layoffs and related bumping occur; and,

WHEREAS, the County operates a school based health program through its Health Department and Department of Community and Family Services which serves students during the school year; and,

WHEREAS, the County has heretofore place regular employees assigned to the school based health program in other county operations during summer school closures; and,

WHEREAS, the school based health program has grown to such a size that summer placements outside school based health is operationally impractical at this time, whether by reassignment or bumping; and,

WHEREAS, the County desires the ability to operate the school based health program without related disruption of other operations during summer school closures; and,

WHEREAS, employees of the school based health program who would be laid off during the summer desire to be able to return to those jobs in the fall when the schools reopen; and,

WHEREAS, the parties have discussed these matters and wish to resolve the matter on the terms set forth herein;

NOW, Therefore, the parties hereby agree as follows:

**CONTRACT AMENDMENT
SCHOOL BASED HEALTH
SUMMER LAYOFFS**

C. Contract Amendment

Section One. A new subsection "e" shall be added to section 1 of Article 13, SENIORITY AND LAYOFF GUIDELINES, of the 1994-98 County-Association agreement:

"e. Notwithstanding any other provision of the 1994-98 County-Association collective bargaining agreement, the following shall apply:

- i. After December 31, 1997 bumping by or recall of bargaining unit members who are, for administrative purposes, outside the County's school based health program into positions within the school-based health program shall be limited to vacant positions. For purposes of this subsection "e" a position is not "vacant" if an employee of the school based health program is on the recall list for the classification encompassing the position or if another school based health program employee is placed in the position through a demotional bump or reassignment into the position. For purposes of bumping prior to January 1, 1998, positions occupied by employees on limited duration layoff declared pursuant to ii below shall be considered current occupied positions and an employee bumping into such a position will assume the limited duration layoff status of the employee they are bumping.**
- (ii) Bumping by or recall of bargaining unit members who, for administrative purposes, are inside the County's school based health program shall be limited to positions inside the school based health program if the County declares in writing at the time layoff notice is given to the affected employee that the layoff is of limited duration due to summer school closure; PROVIDED, that this limitation shall not apply to bumping occurring prior to January 1, 1998 that is caused by bumping into the school based health program by employees laid off outside the school based health program.**
- (iii) For purposes of this subsection "e" "administrative purposes" means that the employee ordinarily files his or her payroll time sheet with the school based health program.**
- (iv) The Board of County Commissioners may adopt and implement a uniform policy whereby employees who transfer or are newly hired into the school based health program are required as a condition of such transfer or hire to sign an agreement accepting**

the payment of County medical and dental insurance premiums in lieu of government unemployment insurance payments during the period of a limited duration layoff due to summer closure declared such pursuant to paragraph ii of this subsection."

(iii) If the State of Oregon adopts a law which uniformly disqualifies employees on a limited duration layoff declared pursuant to paragraph (ii) of this subsection from receiving unemployment insurance, even if they are available for and actively seeking suitable interim employment, the County and Union agree to meet to negotiate over the terms of possible alternative benefits or compensation to cover that period of unemployment. This shall be construed only as contractual authorization for such a policy. This shall not be construed as a purported waiver by the union of individual employee rights under the Oregon unemployment compensation statute.

(iv) Employees subject to a limited duration layoff declared pursuant to (ii) above shall be permitted to elect payoff of accumulated vacation pursuant to Article 7, VACATION LEAVE, section 4 of the 1994-98 County-Association collective bargaining agreement or, in lieu of such payoff, to carry over some or all of their accumulated balance for use subsequent to recall from limited duration layoff. Elections to carry forward vacation balances shall be written, signed by the employee, and specify the number of accumulated hours the employee wishes to carry forward. The employee shall deliver such notice to his or her immediate exempt supervisor, the department's payroll timekeeper and to the Payroll Manager of the central payroll office in the Department of Support Services within three (3) work days of his or her receipt of notice of a limited duration layoff under (ii) above. If such notice is not timely delivered, normal vacation payoff procedures shall be followed. Notwithstanding the foregoing, if an employee is given a non-limited duration layoff notice while on limited duration layoff status, and he or she is ineligible to bump a junior employee or into a vacancy, his or her remaining vacation shall be paid off in full at the time of the latter notice.

(v) Notwithstanding (vi) above, the parties acknowledge that although requests to take vacations during the school year may in some cases be granted, the risk that management will deny such a request is significantly greater than in other county operations, due to the need to provide services to students when schools are in

session. For that reason, the parties encourage employees to continue to select vacation times during Christmas and Spring school vacations to the extent approved by management. Further, employees facing limited duration layoff should take into account the limited availability of time off when schools are in session, the vacation accumulation ceilings set forth in this agreement, and the risk of forfeiture of vacation (when accumulation ceilings are reached) when deciding whether to carry their accumulated balance forward.

Section Two. The substantive portions of a Memorandum of Interpretation dated May 21, 1992 shall be incorporated into Article 10, Health and Welfare, section 1 of the 1994-98 County-Association collective bargaining as follows:

"1. Eligibility.

- (a) Employees shall be eligible for medical-hospital coverage on the first day of the month following the month of employment and for the dental plan on the first day of the month following six (6) full months of employment, provided, however, that part-time employees must meet the payment obligations of Section 4 to become eligible.**
- (b) If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave or on a recognized holiday (per Article 8) and it falls on or before the fifteenth (15th) day of the month in which the employee's County employment terminates, that employee's coverage toward which the County has contributed will lapse at the conclusion of that month. If such work day falls after the fifteenth (15th) day of the month in which the employee's County employment terminates, coverage toward which the County has contributed will lapse at the end of the immediately succeeding month. (EXAMPLE: Employee A resigns effective July 15. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B resigns July 16. Employee B's coverage toward which the County has contributed will lapse August 31.)**
- (c) If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave or on a recognized holiday (per Article 8) and if falls on or**

before the fifteenth (15th) day of the month in which the employee's authorized leave without pay commences, coverage toward which the County has contributed will lapse at the conclusion of the month in which the leave commences. If such day falls after the fifteenth (15th) day of the month in which such unpaid leave commences, coverage toward which the County has contributed will lapse at the end of the immediately succeeding month. (EXAMPLE: Employee A's last regularly scheduled work day worked is July 15, and his or her unpaid leave commences July 16. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last regularly scheduled work day worked is July 16 and his or her unpaid leave commences July 17. Employee B's coverage toward which the County has contributed will lapse August 31.

- (d) If the employee is scheduled to and returns from an authorized unpaid leave of absence on or before the fifteenth (15th) day of the month, the employee's coverage toward which the County contributes shall be effective on the first day of the month. If the employee is scheduled to and returns from such leave without pay after the fifteenth (15th) day of the month, the employee's coverage toward which the County contributes will be effective on the first day of the immediately succeeding month. (EXAMPLE: Employee A's unpaid leave commences July 1 and ends July 15. Employee A's coverage toward which the County contributes does not lapse. Employee B's unpaid leave commences July 1 and ends August 7. Owing to the combination of subsections (c) and (d) of this section, Employee B's coverage will not lapse. Employee C's unpaid leave commences July 1 and terminates August 16. Employee C's coverage toward which the County contributes lapses July 31 and recommences September 1.

Section Three. A new subsection (e) shall be added to section 1 of Article 10, Health and Welfare, as amended in Section Two above of this Contract Amendment, to read as follows:

"Employees of the school based health program subject to a limited duration summer closure layoff declared pursuant to Article 13, SENIORITY AND LAYOFF GUIDELINES, section 1, subsection e, paragraph (ii) of the 1994-98 County-

**CONTRACT AMENDMENT
SCHOOL BASED HEALTH
SUMMER LAYOFFS**

Association collective bargaining agreement shall be subject to the provisions of Article 10, HEALTH and WELFARE, section 1, subsections (c) and (d) of that agreement for purposes of determining the date on which medical and dental benefits cease and resume."

D. Entire Agreement

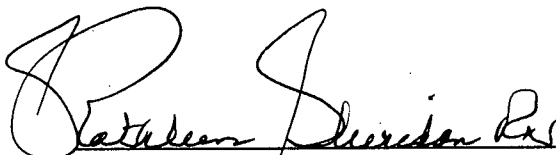
This written instrument constitutes the entire contract amendment between the parties.

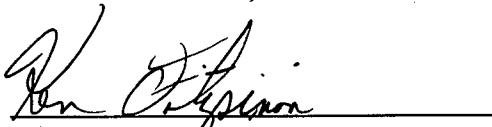
E. Savings Clause

If any portion of this contract amendment is held unlawful and unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the portion directly specified in contract amendment shall continue unaffected by the decision.

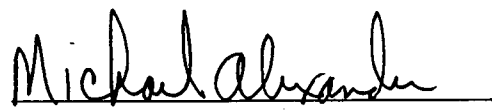
Done this day, June 5, 1997.

For the Association:



Kathleen Sheridan, Unit President

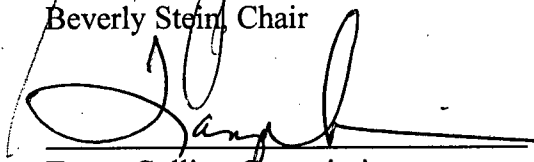

Ken Fitzsimon, Labor Relations
Director, Oregon Nurses Association

NEGOTIATED:

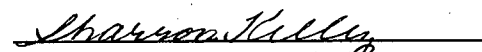

Michael Alexander, Business
Representative

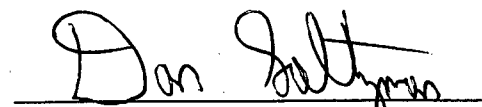
For the Multnomah County
Board of County Commissioners:


Beverly Stein, Chair


Tanya Collier, Commissioner


Gary Hansen, Commissioner

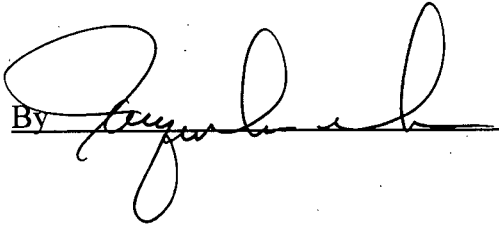

Sharron Kelley, Commissioner


Dan Saltzman, Commissioner


CONTRACT AMENDMENT
SCHOOL BASED HEALTH
SUMMER LAYOFFS

REVIEWED:

SANDRA DUFFY, ACTING COUNTY
COUNSEL FOR MULTNOMAH
COUNTY, OREGON:

By 

NEGOTIATED:



Darrell Murray, Deputy Labor Relations
Manager, Multnomah County

MEETING DATE:

~~MAY 22 1997~~

JUN 05 1997

AGENDA #:

R-7

R-6

ESTIMATED START TIME:

9:55 AM 10:45 AM

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Review and adoption of Strategic Investment Program Request for Proposals

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

REGULAR MEETING:

DATE REQUESTED: May 22, 1997

AMOUNT OF TIME NEEDED: 15 Minutes

DEPARTMENT: Community & Family Services

DIVISION: CYFCADP

CONTACT: Cecile Pitts

TELEPHONE #: 248-3044

BLDG/ROOM #: 166/500

PERSON(S) MAKING PRESENTATION: Cecile Pitts

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

The Board of County Commissioners is scheduled to consider the draft Request for Proposal materials on one-time only housing funds generated by the Strategic Investment Program (SIP). The draft RFP was prepared by a working committee of the Affordable Housing Development Program with additional members from the County, Gresham and Portland. The draft RFP is an implementation of the recommendations developed by the SIP housing subcommittee coordinated by the Housing and Community Development Commission in 1996. Following review of the recommendation and receipt of testimony, the Board is requested to approve the draft materials for implementation.

SIGNATURES REQUIRED

ELECTED

OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____

Lolenz Poe mms

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 MAY 13 PM 1:07

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY & FAMILY SERVICES
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-3999
421 SW SIXTH AVENUE, SUITE 500
PORTLAND, OREGON 97204-1620
FAX # (503) 248-3332

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

MEMO

To: Board of County Commissioners
From: Lorenzo T. Poe, Jr., Director *Lorenzo Poe, Jr.*
Department of Community and Family Services
Subject: Review of Request for Proposals on the Housing Funds Generated by the County
Strategic Investment Program (SIP)
Date: May 12, 1997

I. Recommendation/Action Requested:

The Board of County Commissioners is scheduled to consider the draft Request for Proposal materials on one-time only housing funds generated by the Strategic Investment Program (SIP). The draft RFP was prepared by a working committee of the Affordable Housing Development Program with additional members from the County, Gresham and Portland. The draft RFP is an implementation of the recommendations developed by the SIP housing subcommittee coordinated by the Housing and Community Development Commission in 1996. Following review of the recommendation and receipt of testimony, the Board is requested to approve the draft materials for implementation.

II. Background/Analysis:

Under the Multnomah County Strategic Investment Program, a one-time only housing fund of \$1 million was created for the purpose of increasing the inventory of affordable low income housing countywide. The SIP Steering Committee further charged that these funds be leveraged to increase their impact. In 1996, under the coordination of Housing and Community Development Commission (HCDC) the SIP housing subcommittee developed guidelines for the use of the funds. The guidelines pertaining to the development of a countywide Housing Trust fund were the basis of the implementing RFP materials before the Board at this time.

The RFP constitutes an open competition for the Housing Fund based on articulated criteria and procedures. An application workshop will be held at the start of the application process to provide assistance to interested parties in the program. Applicants will have 45 days in which to prepare an application for funding. The review committee of the county's Affordable Housing

Development Program with additional members from County, Gresham and Portland will assess the proposals in relation to the criteria and make a non binding recommendation to the Board for action. Local jurisdictions will be given a period of time to review and make comment on the proposals located in their communities. The purpose of this RFP is to increase the inventory of housing countywide, which remains affordable for families at 50% of the area median income for the life of the unit. The life of the unit is defined in the application as 60 years. Bonus points provide incentives for projects located near the SIP businesses and public transit. The program will encumber the subject property with a non amortizing deferred payment loan trust deed and note in the amount of the funding award.

III. Financial Impact: The proposed Fund has self funded the administrative tasks which results in a \$50,000 reduction in the advertised amount. The balance of the initial SIP funds (\$950,000) are included in this RFP. The original SIP housing subcommittee had also recommended that the county establish a housing resources work group under the guidance of the Housing Authority of Portland, delegating up to 20% of the SIP housing resources to this task. If the Board decide to pursue any resulting recommendations for the HAP group the balance available for the RFP would thus be reduced.

IV. Legal Issues: There are no legal issues associated with this recommendation.

V. Controversial Issues: The recommendation is the consensus of the RFP committee. It was informally reviewed with several members of the original SIP housing subcommittee. It is scheduled to be heard by the HCDC in June as an informational item.

VI. Line to Current County Policies: Housing for persons at 50% of the area median income is a number 1 priority for the Countywide Consolidated Plan. Under this recommendation the SIP housing funds target this population.

V. Citizen Participation: The Board's discussion of this matter has been held in public with notice to the public of the item, and opportunity for testimony before action is taken.

VI. Other Governmental Participation: The cities of Portland and Gresham participated in the RFP committee process, and are recommended to oversee the process. The committee also included membership from a number of other state and community interests.

Attached is the narrative for the RFP. The complete application including application questions is on file with the Clerk of the Board. Please feel free to contact Iris Bell or Cecile Pitts (248-3044) from Community and Family Services, if you have questions or need more information. Members of the RFP committee will be present at the commission meeting to respond to questions or issues.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY & FAMILY SERVICES
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-3999
421 SW SIXTH AVENUE, SUITE 500
PORTLAND, OREGON 97204-1620
FAX # (503) 248-3332

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

TO: Board of County Commissioners

FROM: Cecile Pitts, Department of Community and Family Services

DATE: May 20, 1997

RE: Transmittal of Page Correction to SIP RFP

The proposed request for proposals (RFP) for the Strategic Investment Partnerships housing program is included in your Board agenda packet to be considered on May 22. Please note that page 5 of the SIP application, entitled Evaluation Process, did not reflect the RFP committee's final comments and changes. The committee at its last meeting decided to make program threshold criteria NOT a matter of points and shift that weighting to the strength based criteria. The committee also asked that the RFP include a little more description of the review process. The correct version of page 5 is attached to this memo. I apologize for the inconvenience.

A technical review committee has been formed to review applications and make recommendations to the Board of County Commissioners. The review shall be a non-binding recommendation evaluating project merit for the Board of County Commissioners according to adopted criteria. The review committee will advise the Board on program policy and effectiveness. Applications will be evaluated in five areas with a total of 140 points available.

- **Threshold Criteria** – Projects must meet the threshold criteria to be considered for funding.
Categorical weightings are as follows:
- **Affordable Housing Solution** – 35 Total Points:
 - How the solution is appropriate for the population to be served (amenities, unit sizes, special features, diffusion of concentrated poverty, cost to consumer, etc.) – 10 points;
 - The extent to which housing costs are as low as possible (e.g., serving 30% AMI rather than 50% AMI) – 5 points
 - The appropriateness of project location in terms of proximity to commercial and social services – 10 points;
 - The extent to which the project adheres to priorities set forth in the Countywide Consolidated Plan – 5 points;
 - Number of households to be served by project – 5 points.
- **Community/Neighborhood Support** – 15 Total Points:
 - Community awareness of project (e.g., demonstrated through support letters or minutes from public meetings, etc.) – 5 points;
 - Identification of and plans to meet community concerns – 5 points;
 - Description of how project plan fits within the community – 5 points;
- **Organizational Capacity** – 25 Total Points:
 - Capacity of applicant/development team to complete project (consider scale and complexity of project) – 10 points
 - Prior project experience of the applicant – 5 points
 - Readiness to proceed – 10 points
- **Financial Feasibility** – 25 Total Points: Based on evaluator's review of information provided by applicant; this includes consideration of funds committed, cost estimates, and operational budgets. Please note that these forms give space for the applicant to provide justification that the amounts listed in the budget line items are appropriately estimated. Letters of verification by third parties of estimates, estimates provided by qualified staff/consultants, budgets from similar projects completed within the last year, and acceptance of figures/estimates as valid by lenders all can be used to verify validity of estimates.

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

Request for Proposal materials of the)	
Strategic Investment Program (SIP),)	Resolution
Housing Program.)	97-

WHEREAS, the Multnomah County Strategic Investment Program (SIP) generates a one time only housing fund of \$1,000,000 for the purpose of increasing the inventory of affordable housing in the county; and

WHEREAS, in accordance to the SIP agreements, a committee comprised of representatives of the Housing and Community Development Commission, the City of Gresham, and the Gresham Community Development and Housing Commission met and generated recommended guidelines for the County on use of this housing fund; and

WHEREAS, on the 27th day of June, 1996, the Board accepted the recommended guidelines for implementing the housing program; and

WHEREAS, in accordance with the recommended guidelines, the Multnomah County Affordable Housing Development Program committee with additional members from County, Portland and Gresham has met and prepared Request for Proposal materials: NOW, THEREFORE,

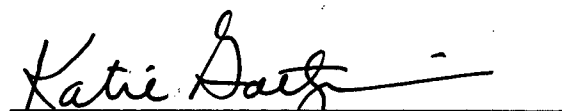
IT IS RESOLVED THAT, the Multnomah County Board of Commissioners adopts the Request for Proposal materials for implementation and directs staff to carry them out.

Approved the _____ day of May, 1997.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

Reviewed:
SANDRA N. DUFFY, ACTING COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON



Katie Gaetjens, Assistant County Counsel

COUNTYWIDE STRATEGIC INVESTMENT PROGRAM (SIP)

FUNDING

APPLICATION DRAFT

TABLE OF CONTENTS

Strategic Investment Program Introduction	Page 1
Administrative Issues	Page 2
Statement of Need	Page 3
Statement of Purpose	Page 3
Funding Philosophies	
Eligible Development Activities	Page 4
Eligible Funding Uses	Page 4
Qualifying or "Threshold" Criteria	Page 4
Evaluation Process	Page 5
Bonus Points	Page 6
LSI/Fujitsu Location Map	Page 7
SIP Application Questions	Pages 8-10
Application Forms/Attachments	
Nonprofit Information Form	
Site Information Form	
Partial Tri-Met Transit Line Map	
Financial Exhibits	
Exhibit A - Sources	
Exhibits B.1. & B.2. - Uses	
Exhibit C - Operating Income	
Exhibit D - Utility Allowance	
Exhibits E.1. & E.2. - Operating Budget	
Exhibit F - Project Schedule	

Welcome. Multnomah County is pleased to make funds available for the creation of affordable housing through the Strategic Investment Program (SIP). The funds the County is making available through the SIP are generated from property tax abatement agreements and contributions from Fujitsu and LSI Logic.

This introduction intends to highlight some of the underlying values of the SIP Housing Program. This is a demonstration year for the Housing Program. The process and application will be reviewed in the fall of this year for effectiveness. If you have comments or suggestions regarding the program we encourage you to send them to the program office. Your assistance is appreciated.

The SIP Housing Program was established to increase the inventory of affordable housing serving low income persons - at or below 50% of the area median income - throughout Multnomah County. The total SIP funds available through this request for proposals is up to \$950,000.00. As the designated funding is clearly inadequate to meet the actual countywide need for low income housing, the SIP housing Program includes a strong commitment to leveraging these limited resources. An aggregate leveraged funding goal for this program has been set requiring 5 non-SIP dollars be expended for every SIP dollar awarded.

Three public bodies were represented on the committee which made the recommendations upon which this application is based. They are the City of Gresham, the Multnomah County Housing and Community Development Commission and the Gresham Community Development and Housing Committee. Other local housing agencies, non-profit housing developers and interested individuals contributed to the SIP funding guidelines.

SIP funded projects are intended to remain affordable to eligible low income families for the useful life of the unit, defined for the purposes of this application as at least 60 years. The County will encumber the subject property with a non-amortizing, deferred payment loan trust deed and note in the amount of the approved SIP award. The County will consider other structures for encumbering property should other loan types or security be more appropriate for specific project financing.

We hope the enclosed application is clear and understandable. Good Luck.

On the following pages is information to guide participants through the application process. Included are summaries of funding priorities, evaluation criteria, and eligible funding uses. This application is designed to be "user-friendly" and simple. Except for the nonprofit information form and the financial exhibits, there is no required format. The only requirement is that the questions should be answered clearly, thoroughly, and succinctly. Please number the application pages.

Please review this information and call H.C. Tupper at 248-3114 with any questions.

Application Submission:

Submit and original and _____ copies of the completed application to:

H.C. Tupper
Multnomah County
Community Development Program
421 SW Sixth Avenue, Suite 500
Portland, Oregon 97204

Applications must be postmarked by _____ at 5:00 p.m. Late or faxed applications will not be accepted.

Evaluation of applications will be completed during the month of _____. Notifications of funding will be mailed on _____, and the disbursement of funds will be individually negotiated with each recipient.

The HCDC SIP Subcommittee reviewed affordable housing needs throughout the county and created guidelines upon which this application was developed. The primary assumptions of need guiding the purpose of this SIP application are as follows:

1. There is a severe and growing housing affordability crisis throughout Multnomah County. This crisis exists for low to moderate income people, but it is particularly devastating to low-income people living at or below 50% of area median income (AMI).
2. Both the cost of land and the cost of housing in East Multnomah county are increasing. This adversely affects low and moderate wage employees of new and expanded businesses, other people earning low and moderate wages, and people on low fixed incomes.
3. Wages in the region have not risen as quickly as have housing costs . . . a trend that is expected to continue. The most severely impacted are those earning less than 50% of AMI (\$8.53/hour for a single wage earner with a family of two, \$9.61/hour for a single earner with a family of three).
4. The location of appropriate housing near jobs and services is crucial to resolving transportation, child care, and other family-job related issues and to creating a more livable environment for low and moderate income residents. Additionally, the provision of affordable housing near emerging businesses will help prevent displacement of long-term, low and moderate income residents as housing costs rise, partially as economic development occurs.

STATEMENT OF PURPOSE

The following is a listing of principles which has guided the creation of the application and evaluation criteria:

1. It is anticipated that the contributions made by Fujitsu and LSI Logic to the SIP will not be sufficient alone to significantly impact the need. It is therefore crucial that SIP funds be used in conjunction with other housing subsidies to more effectively and efficiently create a greater number of affordable housing units for the target population.
2. By requiring the use of SIP monies in collaboratively-supported and funded projects, jurisdictions throughout the County will be encouraged to play stronger roles in affecting affordable housing solutions.
3. The Region 2040 growth concept calls for higher density development, a jobs-housing balance, and mixed-use development in commercial centers and near transit stations. All efforts to address affordable housing in the region, including projects supported by the SIP funding application, should reflect these mandates.
4. Public subsidy dollars should be invested in ways that provide long term benefit to the community as a whole, rather than in ways that provide eventual windfalls for individuals. Therefore, housing funded by public subsidies should be permanently affordable to the income range targeted.
5. Local jurisdictions benefit by taking responsibility to ensure that decent and affordable housing is available for everyone who lives and/or works in their area. It is thus appropriate that local jurisdictions participate in this process either through direct funding or assistance in the removal of barriers to the creation of affordable housing.

The following sections provide an outline of funding priorities and evaluation criteria.

Eligible Development Activities

- Projects in Multnomah County meeting threshold criteria established below;
- Projects that create additional affordable housing units either through new construction or conversion of existing, market-rate or otherwise unaffordable housing units;
- Projects renovating existing substandard or uninhabitable units;
- Land Banking efforts accompanied by a description of timeline and plans for land preserved;
- Low-income housing preservation efforts where it can be illustrated that current owner occupied or rental housing units will become unaffordable to families living at or below 50% AMI without SIP funding;

Eligible Funding Uses

The allowable uses of SIP funds includes, but is not limited to, the following:

- Land Acquisition
- Predevelopment Funds
- Development Financing
- Credit Enhancement
- Equity Participation

Qualifying or “Threshold” Criteria

The following are “threshold” criteria. Projects which do not meet all of the applicable “threshold” criteria will not be considered for funding:

- Projects meet the affordable housing needs of families in Multnomah County living at or below 50% AMI;
- Projects must maximize leveraging. The County has set an aggregate goal of 5:1 ratio of non-SIP to SIP funds expended for the program projects;
- Projects must be affordable to the target population for the useful life of the unit, or a minimum of sixty (60) years;
- Mixed-income projects must dedicate at least 50% of the units to families living at or below 50% AMI;
- SIP funds may be only be used to fund SIP eligible units

Applications will be evaluated in five areas with a total of 140 points available.. Categorical weightings are as follows:

- **Threshold Criteria** – 20 Total Points: Applicants meeting all qualifying criteria will receive an automatic 20 points. Applicants failing to adhere to qualifying criteria will not be considered for funding.
- **Affordable Housing Solution** – 25 Total Points:
 - How the solution is appropriate for the population to be served (amenities, unit sizes, special features, diffusion of concentrated poverty, etc.) – 5 points;
 - The extent to which housing costs are as low as possible (e.g., serving 30% AMI rather than 50% AMI) – 5 points
 - The appropriateness of project location in terms of proximity to commercial and social services – 5 points;
 - The extent to which the project adheres to priorities set forth in the Countywide Consolidated Plan – 5 points;
 - Number of households to be served by project – 5 points.
- **Community/Neighborhood Support** – 15 Total Points:
 - Community awareness of project (e.g., demonstrated through support letters or minutes from public meetings, etc.) – 5 points;
 - Identification of and plans to meet community concerns – 5 points;
 - Description of how project plan fits within the community – 5 points;
- **Organizational Capacity** – 20 Total Points:
 - Capacity of applicant/development team to complete project (consider scale and complexity of project) – 10 points
 - Prior project experience of the applicant – 5 points
 - Readiness to proceed – 5 points
- **Financial Feasibility** – 20 Total Points: Based on evaluator's review of information provided by applicant; this includes consideration of funds committed, cost estimates, and operational budgets. Please note that these forms give space for the applicant to provide justification that the amounts listed in the budget line items are appropriately estimated. Letters of verification by third parties of estimates, estimates provided by qualified staff/consultants, budgets from similar projects completed within the last year, and acceptance of figures/estimates as valid by lenders all can be used to verify validity of estimates.

Up to 40 Bonus Points are available based on the following point system:

Geographic/Transit-Oriented Targeting of SIP Funds – Bonus of 15 points possible;

- Projects requesting SIP-Generated Funds will be eligible for up to 10 bonus points determined on proximity to LSI and Fujitsu plants. Attached is a map indicating the location of these sites. Projects located within a ½ mile radius of the site will receive 10 points; within a 1 mile radius, 7 points; within a 2 mile radius, 5 points; and east of I-205 in Multnomah County, 2 points.
- Projects located in transit corridors and near transit lines (within 1/8 mile of major public transit corridor) and encourage the use of mass transit will receive an additional 5 points.

Support from Local Jurisdiction – Bonus of 10 points possible;

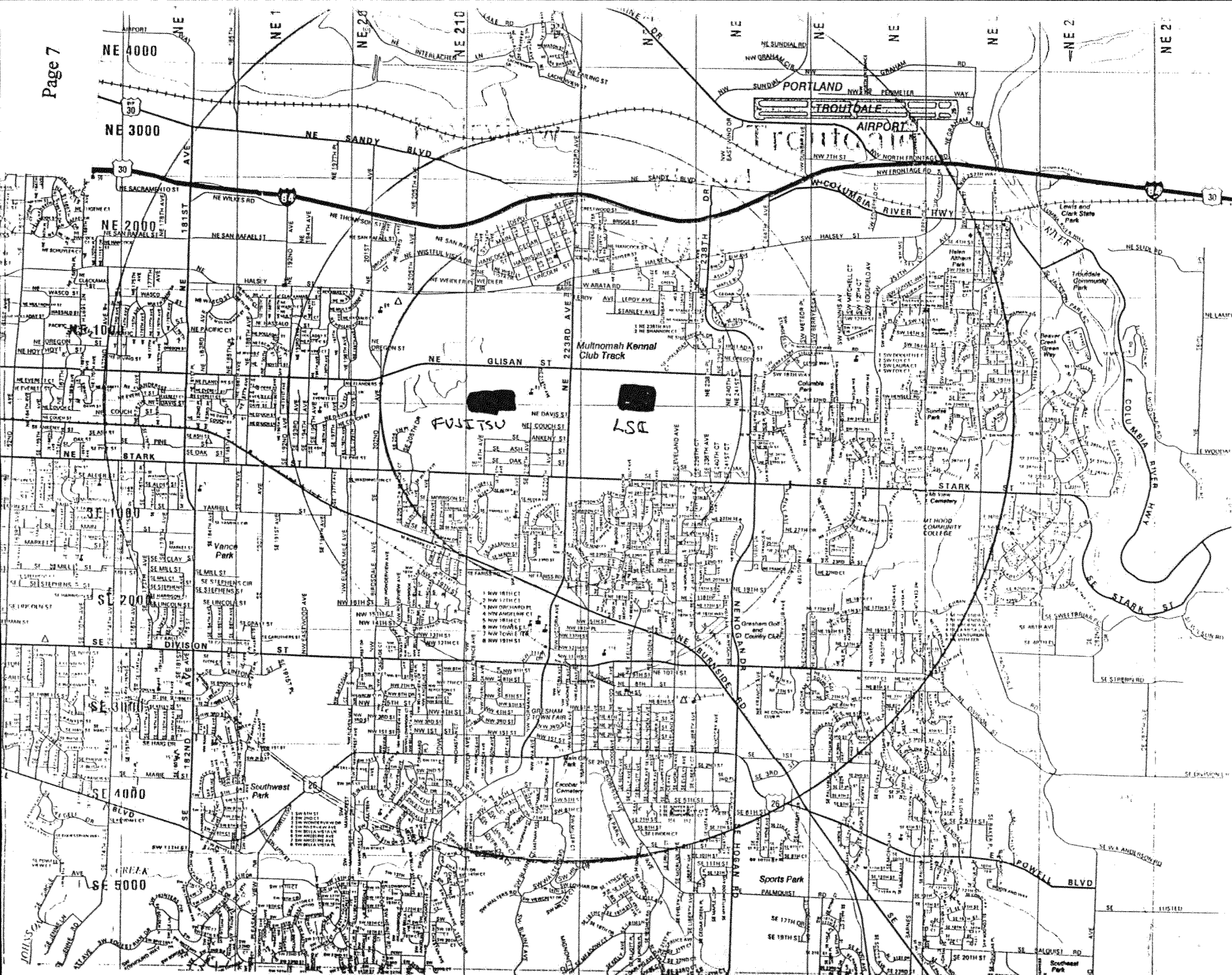
- Projects with financial support from local jurisdiction (either through waived fees, property tax abatements, or direct subsidy provisions) will receive an additional 5 points. Financial support should be verified in writing before SIP funds will be disbursed;
- Projects in jurisdictions which remove regulatory barriers or provide other assistance other than (or in addition to) financial support will receive an additional 5 points.

Production of Family-Sized Housing – Bonus of 10 points possible;

- Projects with a majority of the units designed as 2 bedroom units will receive an additional 5 points; *or*
- Projects with a majority of the units designs as 3+ bedroom units will receive an additional 10 points.

Leverage of non-SIP funding - Bonus of 5 points possible;

- Projects which meet or exceed the program goal of investing 5 non-SIP dollars for every SIP dollar awarded will receive an additional 5 points.



COUNTYWIDE STRATEGIC INVESTMENT PROGRAM (SIP)
FUNDING
APPLICATION DRAFT

TABLE OF CONTENTS

Strategic Investment Program Introduction	Page 1
Administrative Issues	Page 2
Statement of Need	Page 3
Statement of Purpose	Page 3
Funding Philosophies	
Eligible Development Activities	Page 4
Eligible Funding Uses	Page 4
Qualifying or "Threshold" Criteria	Page 4
Evaluation Process	Page 5
Bonus Points	Page 6
LSI/Fujitsu Location Map	Page 7
SIP Application Questions	Pages 8-10
Application Forms/Attachments	
Nonprofit Information Form	
Site Information Form	
Partial Tri-Met Transit Line Map	
Financial Exhibits	
Exhibit A - Sources	
Exhibits B.1. & B.2. - Uses	
Exhibit C - Operating Income	
Exhibit D - Utility Allowance	
Exhibits E.1. & E.2. - Operating Budget	
Exhibit F - Project Schedule	

Welcome. Multnomah County is pleased to make funds available for the creation of affordable housing through the Strategic Investment Program (SIP). The funds the County is making available through the SIP are generated from property tax abatement agreements and contributions from Fujitsu and LSI Logic.

This introduction intends to highlight some of the underlying values of the SIP Housing Program. This is a demonstration year for the Housing Program. The process and application will be reviewed in the fall of this year for effectiveness. If you have comments or suggestions regarding the program we encourage you to send them to the program office. Your assistance is appreciated.

The SIP Housing Program was established to increase the inventory of affordable housing serving low income persons - at or below 50% of the area median income - throughout Multnomah County. The total SIP funds available through this request for proposals is up to \$950,000.00. As the designated funding is clearly inadequate to meet the actual countywide need for low income housing, the SIP housing Program includes a strong commitment to leveraging these limited resources. An aggregate leveraged funding goal for this program has been set requiring 5 non-SIP dollars be expended for every SIP dollar awarded.

Three public bodies were represented on the committee which made the recommendations upon which this application is based. They are the City of Gresham, the Multnomah County Housing and Community Development Commission and the Gresham Community Development and Housing Committee. Other local housing agencies, non-profit housing developers and interested individuals contributed to the SIP funding guidelines.

SIP funded projects are intended to remain affordable to eligible low income families for the useful life of the unit, defined for the purposes of this application as at least 60 years. The County will encumber the subject property with a non-amortizing, deferred payment loan trust deed and note in the amount of the approved SIP award. The County will consider other structures for encumbering property should other loan types or security be more appropriate for specific project financing.

We hope the enclosed application is clear and understandable. Good Luck.

ADMINISTRATIVE ISSUES

Page 2

On the following pages is information to guide participants through the application process. Included are summaries of funding priorities, evaluation criteria, and eligible funding uses. This application is designed to be "user-friendly" and simple. Except for the nonprofit information form and the financial exhibits, there is no required format. The only requirement is that the questions should be answered clearly, thoroughly, and succinctly. Please number the application pages.

Please review this information and call H.C. Tupper at 248-3114 with any questions.

Application Submission:

Submit and original and _____ copies of the completed application to:

H.C. Tupper
Multnomah County
Community Development Program
421 SW Sixth Avenue, Suite 500
Portland, Oregon 97204

Applications must be postmarked by _____ at 5:00 p.m. Late or faxed applications will not be accepted.

Evaluation of applications will be completed during the month of _____. Notifications of funding will be mailed on _____, and the disbursement of funds will be individually negotiated with each recipient.

The HCDC SIP Subcommittee reviewed affordable housing needs throughout the county and created guidelines upon which this application was developed. The primary assumptions of need guiding the purpose of this SIP application are as follows:

1. There is a severe and growing housing affordability crisis throughout Multnomah County. This crisis exists for low to moderate income people, but it is particularly devastating to low-income people living at or below 50% of area median income (AMI).
2. Both the cost of land and the cost of housing in East Multnomah county are increasing. This adversely affects low and moderate wage employees of new and expanded businesses, other people earning low and moderate wages, and people on low fixed incomes.
3. Wages in the region have not risen as quickly as have housing costs . . . a trend that is expected to continue. The most severely impacted are those earning less than 50% of AMI (\$8.53/hour for a single wage earner with a family of two, \$9.61/hour for a single earner with a family of three).
4. The location of appropriate housing near jobs and services is crucial to resolving transportation, child care, and other family-job related issues and to creating a more livable environment for low and moderate income residents. Additionally, the provision of affordable housing near emerging businesses will help prevent displacement of long-term, low and moderate income residents as housing costs rise, partially as economic development occurs.

STATEMENT OF PURPOSE

The following is a listing of principles which has guided the creation of the application and evaluation criteria:

1. It is anticipated that the contributions made by Fujitsu and LSI Logic to the SIP will not be sufficient alone to significantly impact the need. It is therefore crucial that SIP funds be used in conjunction with other housing subsidies to more effectively and efficiently create a greater number of affordable housing units for the target population.
2. By requiring the use of SIP monies in collaboratively-supported and funded projects, jurisdictions throughout the County will be encouraged to play stronger roles in affecting affordable housing solutions.
3. The Region 2040 growth concept calls for higher density development, a jobs-housing balance, and mixed-use development in commercial centers and near transit stations. All efforts to address affordable housing in the region, including projects supported by the SIP funding application, should reflect these mandates.
4. Public subsidy dollars should be invested in ways that provide long term benefit to the community as a whole, rather than in ways that provide eventual windfalls for individuals. Therefore, housing funded by public subsidies should be permanently affordable to the income range targeted.
5. Local jurisdictions benefit by taking responsibility to ensure that decent and affordable housing is available for everyone who lives and/or works in their area. It is thus appropriate that local jurisdictions participate in this process either through direct funding or assistance in the removal of barriers to the creation of affordable housing.

The following sections provide an outline of funding priorities and evaluation criteria.

Eligible Development Activities

- Projects in Multnomah County meeting threshold criteria established below;
- Projects that create additional affordable housing units either through new construction or conversion of existing, market-rate or otherwise unaffordable housing units;
- Projects renovating existing substandard or uninhabitable units;
- Land Banking efforts accompanied by a description of timeline and plans for land preserved;
- Low-income housing preservation efforts where it can be illustrated that current owner occupied or rental housing units will become unaffordable to families living at or below 50% AMI without SIP funding;

Eligible Funding Uses

The allowable uses of SIP funds includes, but is not limited to, the following:

- Land Acquisition
- Predevelopment Funds
- Development Financing
- Credit Enhancement
- Equity Participation

Qualifying or "Threshold" Criteria

The following are "threshold" criteria. Projects which do not meet all of the applicable "threshold" criteria will not be considered for funding:

- Projects meet the affordable housing needs of families in Multnomah County living at or below 50% AMI;
- Projects must maximize leveraging. The County has set an aggregate goal of 5:1 ratio of non-SIP to SIP funds expended for the program-projects;
- Projects must be affordable to the target population for the useful life of the unit, or a minimum of sixty (60) years;
- Mixed-income projects must dedicate at least 50% of the units to families living at or below 50% AMI;
- SIP funds may be only be used to fund SIP eligible units

Applications will be evaluated in five areas with a total of 140 points available.. Categorical weightings are as follows:

- **Threshold Criteria** – 20 Total Points: Applicants meeting all qualifying criteria will receive an automatic 20 points. Applicants failing to adhere to qualifying criteria will not be considered for funding.
- **Affordable Housing Solution** – 25 Total Points:
 - How the solution is appropriate for the population to be served (amenities, unit sizes, special features, diffusion of concentrated poverty, etc.) – 5 points;
 - The extent to which housing costs are as low as possible (e.g., serving 30% AMI rather than 50% AMI) – 5 points
 - The appropriateness of project location in terms of proximity to commercial and social services – 5 points;
 - The extent to which the project adheres to priorities set forth in the Countywide Consolidated Plan – 5 points;
 - Number of households to be served by project – 5 points.
- **Community/Neighborhood Support** – 15 Total Points:
 - Community awareness of project (e.g., demonstrated through support letters or minutes from public meetings, etc.) – 5 points;
 - Identification of and plans to meet community concerns – 5 points;
 - Description of how project plan fits within the community – 5 points;
- **Organizational Capacity** – 20 Total Points:
 - Capacity of applicant/development team to complete project (consider scale and complexity of project) – 10 points
 - Prior project experience of the applicant – 5 points
 - Readiness to proceed – 5 points
- **Financial Feasibility** – 20 Total Points: Based on evaluator's review of information provided by applicant; this includes consideration of funds committed, cost estimates, and operational budgets. Please note that these forms give space for the applicant to provide justification that the amounts listed in the budget line items are appropriately estimated. Letters of verification by third parties of estimates, estimates provided by qualified staff/consultants, budgets from similar projects completed within the last year, and acceptance of figures/estimates as valid by lenders all can be used to verify validity of estimates.

Up to 40 Bonus Points are available based on the following point system:

Geographic/Transit-Oriented Targeting of SIP Funds – Bonus of 15 points possible;

- Projects requesting SIP-Generated Funds will be eligible for up to 10 bonus points determined on proximity to LSI and Fujitsu plants. Attached is a map indicating the location of these sites. Projects located within a ½ mile radius of the site will receive 10 points; within a 1 mile radius, 7 points; and within a 2 mile radius, 5 points.
- Projects located in transit corridors and near transit lines (within 1/8 mile of major public transit corridor) and encourage the use of mass transit will receive an additional 5 points.

Support from Local Jurisdiction – Bonus of 10 points possible;

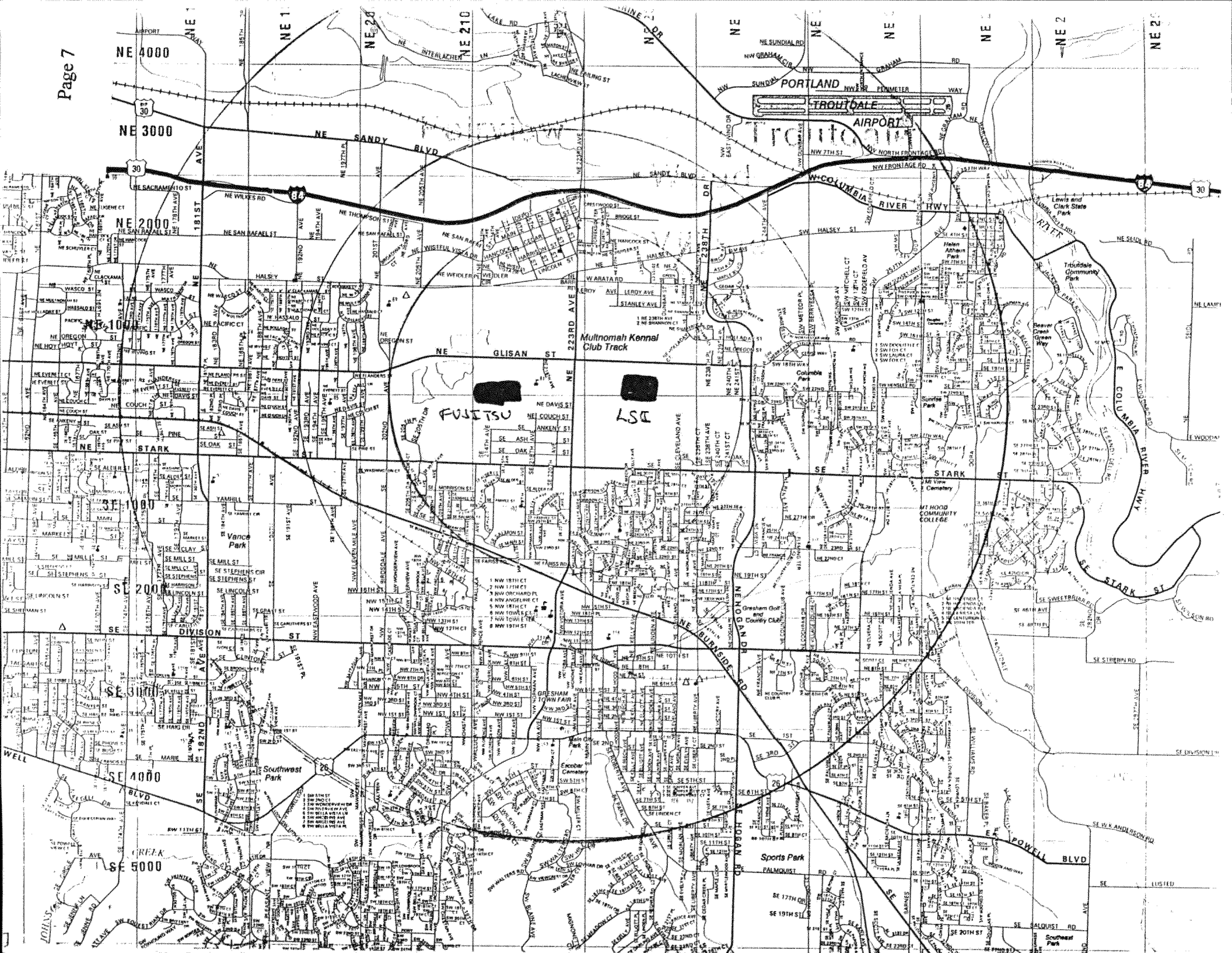
- Projects with financial support from local jurisdiction (either through waived fees, property tax abatements, or direct subsidy provisions) will receive an additional 5 points. Financial support should be verified in writing before SIP funds will be disbursed;
- Projects in jurisdictions which remove regulatory barriers or provide other assistance other than (or in addition to) financial support will receive an additional 5 points.

Production of Family-Sized Housing – Bonus of 10 points possible;

- Projects with a majority of the units designed as 2 bedroom units will receive an additional 5 points; *or*
- Projects with a majority of the units designs as 3+ bedroom units will receive an additional 10 points.

Leverage of non-SIP funding - Bonus of 5 points possible;

- Projects which meet or exceed the program goal of investing 5 non-SIP dollars for every SIP dollar awarded will receive an additional 5 points.



APPLICATION QUESTIONS

Answer the following questions clearly and concisely noting the maximum pages allowed for each question. Please use a standard 12 point word processing format.

THRESHOLD CRITERIA:

Outline how project adheres to threshold criteria. Include description of site location, how the project meets the affordable housing needs of families living at or below 50% of AMI, how affordability will be preserved, what the resources for project's matching ratio of non-SIP funds are and what the ratio is, how the project's affordability will be maintained for the life of the unit. If mixed income, outline the housing income mix. (2 pages maximum)

AFFORDABLE HOUSING SOLUTION

Describe the housing project in terms of number and size of units, amenities, appropriateness, rent levels and incomes to be served, adherence to Countywide Consolidated Plan, project design appropriate for the population to be served as described in Question #1. (2-3 pages maximum)
Provide location map.

Describe the location of the project in relationship to the proximity of commercial and social services: (For your convenience and use, a form for this purpose is attached as the succeeding page.)

COMMUNITY/NEIGHBORHOOD SUPPORT

Describe the steps that your organization/corporation has taken to include the community in or inform the community of your project. Include any demonstrated community support for your organization and/or project. Explain how the project is appropriate for the community. State whether there are any community concerns or issues that have arisen and how the organization plans to address them. (2 pages maximum).

ORGANIZATIONAL CAPACITY

Describe the capacity of applicant/development team to complete project (consider scale and complexity of project). This should include descriptions of professional skills and expertise, past project experience, and readiness to proceed. Include resumes where appropriate. (2 pages maximum)

FINANCIAL FEASIBILITY

Please complete the attached Financial Exhibits. The use of standardized financial information forms will assist evaluators in their analysis. Please also note that there are additional exhibits for budget notes. Applicants should use this format to explain how they arrived at costs estimates and provide backup documentation.

	Type	Distance from Project	Other Information
Example: Commercial Service	Convenience Store Grocery Store	.4 miles 1.3 miles	7 - 11 with gas station Safeway
Commercial Services			
Employment Centers			
Transportation Services			
Schools			
Parks and Recreation			
Social Services			
Emergency Services (i.e., police, fire, medical)			
Other			

SITE INFORMATION

Please submit a completed Site Information Form. Indicate where information is not applicable, but please do not eliminate the form from your application packet.

BONUS POINT CATEGORIES

Please respond to the Geographic/Transit Oriented Targeting of SIP funds categories:

Show the location of your proposed project site and state the exact proximity to the Fujitsu and LSI and bonus points you are claiming. (1 page maximum)

If your project is located in the greater Portland Metropolitan area and is within Tri-Met's service district, please indicate whether your project is within 1/8 mile of mass transit service. Include the line number and location of the nearest bus stop/train station. A map of the East County Tri-Met routes has been included for rough project site/transit line locating purposes. Please include a narrative outlining the measures taken by your project to encourage the use of mass transit. (2 pages maximum)

Please respond to the Local Jurisdiction Support category:

Please demonstrate project financial support from the appropriate local jurisdiction. Please provide letters of commitment, fee waivers, abatements or other demonstrable evidence of support. (1 page maximum)

Demonstrate regulatory relief provided by local jurisdiction in narrative form corroborated by government planning and zoning body. (1 page maximum)

Please respond to the Family Sized Housing category:

Please provide the total number of project units, the number of two-bedroom units and the number of three bedroom units. Please provide a written commitment to unit structure and simple site plan and proposed unit configuration. (2 pages maximum)

Please respond to the Leverage of Non-SIP Funding category:

Please provide written commitment to a leveraged funding ratio meeting or exceeding 5:1 program goal described in your threshold criteria response. Attach documentation of financing commitments. (1 page maximum)

NONPROFIT INFORMATION

Nonprofit organizations should complete this section of the application. All nonprofit organizations other than governmental entities should also attach photocopies of their articles of incorporation and IRS documentation of their tax-exempt status to this application, unless submitted documents are already on file with the Multnomah Community Development Office.

Source of your exemption: ☐ IRC Section 501(a) ☐ IRC Section 501(c)(3) ☐ IRC Section 501(c)(4)

Date incorporated: _____

Date IRS 501(c)(3) received: _____

Enclosed: _____

On File at MCCD: _____

Date Articles of Incorporation & By-Laws filed: _____

Enclosed: _____

On File at MCCD: _____

Date Articles or By-Laws amended: _____

Enclosed: _____

On File at MCCD: _____

Service Area Map and description of area

Enclosed: _____

On File at MCCD: _____

Purpose/Mission:

Enclosed: _____

On File at MCCD: _____

Date Purpose/Mission amended: _____

Enclosed: _____

On File at MCCD: _____

Current Board Roster (identifying areas of expertise
and association)

Enclosed: _____

On File at MCCD: _____

Do your By-Laws set forth the development of low-income housing as one of your purposes?

☐ yes ☐ no

SITE INFORMATION

Is the project site currently under applicant's control? ☐ Yes ☐ no
If yes, control is in the form of: ☐ Deed ☐ Option ☐ Purchase Contract ☐ Other _____

Expiration date of contract or option: _____ mo./yr.

Total cost of land: \$

Exact size of site: _____ Acres or Sq.ft. (circle one)

Is site properly zoned for the development? ☐ yes ☐ no

If no, what actions are required before development?

When will the land use issues be resolved? _____ mo./yr.

Are all utilities presently available to the site? ☐ yes ☐ no

If no, which utilities need to be brought to the site? _____

Is any building in the development with 4 or fewer units occupied or to be occupied by:

The owner? ☐ yes ☐ no A person related to the owner? ☐ yes ☐ no

The following information must be included with the application: **Site control document and documentation of proper zoning.**

TITLE COMPANY INFORMATION

(if applicable)

Contact: _____

Escrow #: _____

Company: _____

Address: _____

City: _____ State: _____

Zip Code: _____

Telephone: (____) _____ Fax (____) _____

If a current preliminary title report is available, please attach a copy.



**SIP Funding Application
Financial Exhibit A**

Sources of Funding

Project Name:

SOURCE (including loan/grant)	Committed	Conditional	Tentative
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

SUBTOTALS _____ \$ \$ \$

TOTAL FUNDING SOURCES \$

SIP Funding Application
Financial Exhibit B.1.
Uses of Financing
Project Name:

	COST	SUBTOTAL
<u>Acquisition Costs</u>		
Purchase Price	\$	
Liens and Other Taxes	\$	
Closing/Recording Costs	\$	
Off-site Costs/Improvements	\$	
Other	\$	
* Subtotal		\$

<u>Development Costs</u>		
Land Use Approvals	\$	
Building Permits/Fees	\$	
System Development Charges	\$	
Environmental Report (typically a Level 1)	\$	
Soils/Survey Report (Geotechnical)	\$	
Architectural/Engineering Fees	\$	
Legal/Accounting Fees	\$	
Cost Certification Fee	\$	
Appraisals	\$	
Lender Inspections	\$	
Lender Title Insurance	\$	
Construction Loan Fee	\$	
Permanent Loan Fee	\$	
Construction Period Interest/Taxes	\$	
Construction Period Insurance	\$	
Tax Credit Fees	\$	
Bridge Loan Interest	\$	
Closing Fees	\$	
Marketing	\$	
Lease Up/Operating Reserves	\$	
Developer Fee	\$	
Consultant Fee	\$	
Development Contingency	\$	
Tenant Relocation	\$	
Other	\$	
* Subtotal		\$

<u>Construction Costs</u>		
On-site Work	\$	
Hazardous Materials Abatement	\$	
Residential Building Construction	\$	
Commercial Building Construction	\$	
Common Use Facilities	\$	
Laundry Facilities	\$	
Storage/Garages	\$	
Landscaping	\$	
Construction Contingency	\$	
Other	\$	
* Subtotal		\$

TOTAL PROJECT COST \$

SIP Funding Application

Financial Exhibit B.2.

Uses of Financing

Project Name:

Please identify how you arrived at the cost estimates itemized in Financial Exhibit B.1. Verification documents may be included.

Project Name:

Annual Inflation Rate Factor: %

Net Effective Gross Income:

**SIP Funding Application
Financial Exhibit D**

Utility Allowance information

Project Name:

TYPE OF UTILITY (Gas, Elec, Oil, etc.)	OWNER UTILITIES	TENANT PAYS	1 BDRM	2 BDRM	3 BDRM	4 BDRM
Heating			\$	\$	\$	\$
Lighting			\$	\$	\$	\$
Air Conditioning			\$	\$	\$	\$
Cooking			\$	\$	\$	\$
Hot Water			\$	\$	\$	\$
Water			\$	\$	\$	\$
Sewer			\$	\$	\$	\$
Trash Removal			\$	\$	\$	\$
TOTAL UTILITY ALLOWANCE			\$	\$	\$	\$

If allowances are calculated by other methods, attach the appropriate schedule and include unit rents, number of bedrooms, and allowances.

Source of Utility Allowance Calculation:

Name:

- ☐ Local Housing Authority
☐ Utility Company
☐ Other

**SIP Funding Application
Financial Exhibit E.1.**

Housing Operating Budget - EXPENSES

Project Name:

Annual Inflation Rate Factor: _____ %

<u>Annual Operating Expenses</u>	<u>Annual per Unit</u>	<u>1st full Year</u>	<u>Project Year 5</u>
Insurance	\$ _____	\$ _____	\$ _____
Utilities:(common areas)			
Gas/Oil	\$ _____	\$ _____	\$ _____
Electric	\$ _____	\$ _____	\$ _____
Water & Sewer	\$ _____	\$ _____	\$ _____
Garbage Removal _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Repairs	\$ _____	\$ _____	\$ _____
General Maintenance	\$ _____	\$ _____	\$ _____
Landscape Maintenance	\$ _____	\$ _____	\$ _____
Replacement Reserve	\$ _____	\$ _____	\$ _____
Property Management:			
On-site	\$ _____	\$ _____	\$ _____
Contracted (Off-Site)	\$ _____	\$ _____	\$ _____
Professional Services:			
Resident Services	\$ _____	\$ _____	\$ _____
Case Management	\$ _____	\$ _____	\$ _____
Legal	\$ _____	\$ _____	\$ _____
Accounting	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Office & Administration	\$ _____	\$ _____	\$ _____
Advertising/Marketing & Promotion	\$ _____	\$ _____	\$ _____
Unit Turnover	\$ _____	\$ _____	\$ _____
Taxes(non-real estate) _____	\$ _____	\$ _____	\$ _____
Real Estate Taxes	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
<u>Total Annual Operating Expenses</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>
<u>Net Operating Income</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>
Less Debt Service:			
_____% on \$ _____ for _____ years	\$ _____	\$ _____	\$ _____
_____% on \$ _____ for _____ years	\$ _____	\$ _____	\$ _____
_____% on \$ _____ for _____ years	\$ _____	\$ _____	\$ _____
<u>Total Debt Service</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>
<u>Cash Flow Per Year</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>

**SIP Funding Application
Financial Exhibit E.2.**

Housing Operating Budget - EXPENSES

Project Name:

Please identify how you arrived at the cost estimates itemized in Financial Exhibit E.1. Verification documents may be included.

**SIP Funding Application
Financial Exhibit F**

Project Schedule

Project Name:

ACTIVITY	PROPOSED DATE (month/year)
SITE	
Option/Contract	
Site Acquisition	
Zoning Approval	
Site Analysis	
Building Permits & Fees	
Off-Site Improvements	
PRE-DEVELOPMENT	
Plans Completed	
Final Bids	
Contractor Selected	
FINANCING	
Construction Loan:	
Proposal	
Firm Commitment	
Permanent Loan:	
Proposal	
Firm Commitment	
SYNDICATION AGREEMENT (LIHTC)	
CONSTRUCTION BEGINS	
CONSTRUCTION COMPLETED	
CERTIFICATE OF OCCUPANCY	
LEASE UP	

MEETING DATE: JUN 05 1997

AGENDA # : B-1

ESTIMATED START TIME: 11:00 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Diversity, RESULTS & Training: A Report from the Field

REGULAR MEETING:

DATE REQUESTED: June 5, 1997

AMOUNT OF TIME NEEDED: 60 minutes

DEPARTMENT: Support Services

DIVISION: Employee Services

CONTACT: Shery Stump

TELEPHONE #: x-22203

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Shery Stump/Melinda Petersen/Carla Gonzales/
Sue Longaker/Trink Morimitsu

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

A Report from the frontlines on Diversity, RESULTS and Training . . . a briefing from Departmental Coordinators to the Board of County Commissioners and our public.

SIGNATURES REQUIRED:

ELECTED OFFICIAL:
(OR)

DEPARTMENT MANAGER:

Lickie L. Gades

BOARD OF
COUNTY COMMISSIONERS
97 MAY 29 PM 12:24
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

BUDGET & QUALITY OFFICE
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Shery Stump, Training Coordinator

TODAY'S DATE: May 29, 1997

REQUESTED PLACEMENT DATE: June 5, 1997

SUBJECT: Diversity, RESULTS and Training Report

I. Recommendation / Action Requested:

Informational Briefing Only

II. Background / Analysis:

The Board has been supportive of the County effort to invest in its human resources through the Diversity, RESULTS and training efforts. The goal of these investments has been to provide a return to: (1) *our Customers* by improving service and satisfaction to both internal and external customers of County services and processes; (2) *our workforce* by improving employee capability, productivity, and providing an excellent place to work; and (3) *our taxpayers* by providing a good value for their tax dollars.

The Departmental Coordinators for these efforts - Diversity, RESULTS and Training - want to provide a report to the Board about how the County's investments in its people, has begun to pay dividends to customers, the workforce and to taxpayers.

III. Financial Impact:

No funding is being requested.

IV. Legal Issues:

None.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

These organizational initiatives are as a result of current County policies.

VII. Citizen Participation:

Some citizens may appear to testify about service improvement efforts and how they have impacted them.

VIII. Other Government Participation:

None.

A Report from the Frontlines on
**Diversity, RESULTS
& Training**

*... a briefing from Departmental
Coordinators to the Board of County
Commissioners and our public*

June 5, 1997

presented by
**Departmental RESULTS, Diversity, and Training
Coordinators represented by:**

**Carla Gonzales
Trink Morimitsu
Shery Stump**

**Sue Longaker
Melinda Petersen**

A Report from the Frontlines on Diversity, Training & RESULTS

For Our Customers

How have we improved customer service and satisfaction to our customers -- both external and internal to the County?

- Using a RESULTS grant, Adult Care Home Regulation conducted extensive training for 300 operators and resident managers (despite initial serious reservations about the new rules, evaluations averaged a 9.62 rating on a 1 - 10 scale) . . . 94% of all homes had *no* substantiated complaints in the last quarter of 96' and the 15 homes operating below County standards were closed. . . 85% of the 55% of adult care home operators who responded to a post-training survey felt that complaints are handled fairly and objectively -- up from only 71% in 1995.
- Client-Employed providers improved service as a result of new testing procedures and training manual . . West Branch's streamlined payment procedures increased satisfaction of Client-Employed providers.
- Health Department Field Staff increased the percentage of first health visits to newborns within six weeks of referral from 45% to 91%. Visits within six weeks improves the effectiveness of breastfeeding support and increases the number of billable postpartum visits under Medicaid funding.
- DES Team improved custodial services provided internally to the Health and Library Services Departments; increasing customer satisfaction ratings from 20-25% "satisfied" before the team's work to 80-82% "satisfied" after improvement team efforts.
- Ethnic Services Policy at the Aging Services Department was developed to ensure that the needs and concerns of ethnic minority and non-English speaking elders are incorporated into funding allocations, planning and program development. The policy has resulted in the use of focus groups that identified the special needs of Romanian and Russian elders . . . provided Japanese and Filipino cultural sensitivity training for staff . . . and delivered 500 hours of language interpretation by staff and contractors to clients in 20 different languages.

- Health Department improved culturally diverse clients' ability to access services by posting new multi-lingual signs as a result of input from the department's diversity committee.
- Conducted client satisfaction surveys in primary care and specialty clinics and followed up with process improvement teams to address identified problems.
- In 1996-97 school year, Health Department trained 178 high school students as team leaders who presented the five-session STARS program on postponing sexual involvement to 6800 middle school students in 38 schools throughout Multnomah County.
- Staff from Dental Services formed a process improvement team and decreased the amount of time new CareOregon clients had to wait for services.
- Community and Family Services has implemented contract requirements for Culturally Competent Services Delivery for 108 service providers, resulting in improved supplier quality impacting over 100, 000 customers. Standards address areas such as, service and program design and delivery, service access, training and community outreach.
- Community and Family Services has created a Spanish language course in collaboration with PSU, designed especially for social service professionals and customized to meet the unique needs and situations of DCFS staff, in order to improved communication with Spanish speaking customers.
- DCFS Director has conducted multiple Community Forums with leaders from the African-American, Asian-American, Hispanic/Latino and Native American communities resulting in improved mutual understanding, identification of service gaps and identification of improvement opportunities for current DCFS services.
- Staff planning the opening of the Central Library used *Ginnie Coupons* to obtain customer feedback and responded to the following requests: improved the cataloging and display of non-fiction audio cassette collection to increase accessibility . . . also improved access to the map collection.

For Our Workforce

How have we improved employee capability, productivity, and provided an excellent place to work?

- Aging Services improved departmental communication and efficiency by installing 150 computers, upgrading of existing computers, and providing ongoing computer training.
- The Public Guardian Office staff streamlined several administrative functions by developing a decision-making matrix and a process for delegating decisions to teams (vacation scheduling, evaluation of and approval for training requests, input into budget issues, consensus used for hiring decisions).
- The Public Guardian Office also identified performance standards to enhance staff's effectiveness and completed a time study to identify areas for process improvement.
- CFSD developed a RESULTS Registry -- a resource guide of consultants & topics related to training on quality -- CFSD improved consistency & coordination in consultant selection and training evaluation; established a database to track consultants and training delivered; improved alignment with department priorities (linkage to OQI priority areas, connection of Diversity and quality topic, demonstrated ability to work with diverse workforce).
- Assessment and Taxation reduced the time it took to apply ORS tax code to properties for the City of Portland's Planning Bureau by 100 days.
- Assessment and Taxation reduced tax accounting rework by 94% (from 175 hours to 10 hours).
- Support Services Evaluation Specialist provided assistance to Juvenile Justice case classification project . . . developed the capacity of Juvenile Justice evaluation specialists to do statistical analysis of their database in order to predict juvenile recidivism.
- County-Wide Training coordinated and provided computer software training. . . 1523 classroom seats were filled during the first four months of the program, representing 38% of the workforce better able to use the County's information technology investments.
- Improved support for County diversity initiatives through County-wide Training in Support Services. . . doubled the number of contract trainers for County-wide training who are people of color . . . all new training courses developed to address the

implications of diversity as part of course content and as a guide in selected training methods for diverse learning styles.

- Developed a comprehensive county-wide training program to support process improvement teams, training team sponsors, leaders, facilitators, and members. supported fourteen new teams through first steps of effective process improvement during the first few months of training.
- County-wide Training, Support Services, provided 28 different courses tied to organizational needs derived from County strategic initiatives, RESULTS Roadmap, SPIT, and express needs of employees and managers.
- County-wide Cultural Diversity Conferences (three since inception) have provided learning opportunities for over 500 County employees to assist the County in institutionalizing diversity and serving clients more effectively . . . in 1997, the Conference is jointly sponsored by the City and County.
- Supported by customized departmental consultation provided through County-wide Training, departments completed organizational assessments of RESULTS efforts which are being used to help set priorities and improve processes in the next fiscal year.
- Support Services developed and distributed to all employees a brochure describing the support resource for employees facing layoff and change . . . developed transition services classes and the early retirement program . . . offered courses on dealing with change and conflict through County-wide training classes and for individual work groups to assist employees facing the difficult changes resulting from Measures 47 and 50.
- Trained Outreach and Field Staff throughout the County to provide information and referral services to County residents encountered on the job.
- The Health Department established a computer training center and provided 336 training sessions on the LAN, Internet, computer basics, budget preparation and HIS (Health Information System) to maximize the County's investment in information technology.
- Conducted in-service training with 680 physicians, nurses, nurse practitioners, nutritionists, health assistants, support staff and managers on the health care needs, beliefs, and practices of five major cultural groups served by the health department thus increasing efficiency and effectiveness of patient-provider interactions. Effective interactions minimize over-utilization of services in a managed care setting and prevent the spread of communicable disease in a public health setting.

- Implemented self-directed work teams in all school-based health centers thereby eliminating one senior management position.
- Developed training program on change management Provided inservices and facilitation sessions at 22 clinic and field work sites plus management team meetings to maintain organizational efficiency and effectiveness during major redesign of primary care services, changes in school-based health center program and impending downsizing due to Measure 47 budget limitations.

For Our Taxpayers

How have we provided a good value for tax dollars?

- West Branch (ASD) improved its system for documenting and processing case status changes, reducing cycle time for all transactions and realizing a 29% reduction in errors and an annual cost savings of \$2,765.
- Purchasing Process Improvement Team at CFSD improved consistency and coordination of their processes which resulted in a streamlined process, shortened order and payment process time.
- New Employee Orientation Process Improvement Team at CFSD improved communication on department mission, vision, values, RESULTS, Diversity and Department roles & responsibilities. . . also provided consistent method of paperwork preparation, ensured timeliness of the information and saved \$4400.
- A&T eliminated unnecessary computer reports -- saving \$20,000 annually.
- A&T improvements in tax accounting and tax exemption processes saves \$10,200 annually.
- Increased Medicaid billable field visits – increasing revenue by over \$33,000 in first 8 months of work.
- Increased fee collections for County's STD clinic visits by 100% using process improvement team process and survey of clients.
- Decreased errors in HIV Research Behavior Intervention Project (Amazing Adventures of RBIP Rescue Rangers) by 50%. Each 10% reduction in errors produces \$4000 per year in savings so 50% reduction made \$20,000 of outreach staff time available to deliver HIV counseling and testing sessions to 100 more people per year and HIV prevention education to 20 more county residents per week or close to 1000 additional people per year.

- Increased rate of child immunizations from 50% in 1994 to 90% in 1995. Based on information provided by Communicable Diseases Center (CDC), this avoided costs to the County of \$64,020 in 1994 and \$113,300 in 1995. CDC estimates \$22 is saved for every \$1 spent on providing the measles/mumps/Rubella vaccine; in 1994, 52% of 560 children (291 children) were immunized for MMR at \$10 each; the savings estimate would be \$22 per \$1 spent or \$64,020. In 1995, 92% of 560 children (515 children) were immunized for MMR, leading to a \$113,300 savings
- An improvement team at the Central Intake function of Behavioral Health Division at CFSD is working to increase the number of assessments completed per week. The goals of the team is to reduce the number of "no shows" and increase the productivity and number of assessments per week.
- A team in the Information Services Division (ISD) of the Department of Support Services worked to improve the process of referrals from the Help Desk to other areas within ISD. The old process was not satisfactory to users, causing an average loss of "clock hours" of 2 hours per week. Improvements produced greater user satisfaction and saved \$21,400 per year in staff time.

***In Our Own Words . . . testimonials from the employees of
Multnomah County about Diversity, RESULTS and Training:***

From an ASD employee:

" . . .because of the implementation of teamwork . . .staff no longer see their positions 'in a box', helping each other across positions is the norm . . . the culture has also changed in that the 'us' vs. 'them' does not exist between ASD and the District Center . . . the team concept has improved client services because of the shared work. A staff member can be on vacation and know their workload will be covered . . . issues around 'high touch' clients are covered in the morning meetings so regardless of who might get a call, they know what has been going on . . . employee effectiveness has increased because as we have been learning new things, we've broken down the inhibitions regarding asking questions and showing what you don't know. People are free to ask and learn. The environment is also less stressful in that no one feels they have to shoulder responsibility alone."

From an ASD employee:

" . . . monthly reports on workload had been completed for several years, but never been graphed to show trends . . . the data showed that team members were regularly able to carry 20-25 active cases per month, . . . trends in referrals from the different ASD branches were then identified, when looking at these numbers the team members asked

other questions about how the numbers they regularly collect could be used to shed light on differences in how the five ASD regional branches use the Relocation Team services."

From a CFSD employee:

"... the majority of employees do not enter the County workforce with enough awareness and knowledge of Diversity and RESULTS... the County must provide the necessary training... its the right thing to do."

From a CFSD employee:

"... Successful outcomes demonstrate a true understanding of cultural diversity."

From a CFSD employee:

"... it is important to invest in Diversity and RESULTS training because it allows government agencies to act as a leader and a role model, not only in preaching the virtues of RESULTS and Diversity, but in providing its employees the necessary tools and education needed to achieve quality services."

From a CFSD employee:

"... RESULTS sets goals for the County to work toward and it allows employees to have input into the County's direction. Diversity training is needed to educate staff on cultural differences and how those differences affect all of us in our daily lives, be it at work or in personal life."

From a DES employee:

"... Our investment in our people has been minimal. We have recently started to appreciate the possibility that if we train them to be able to do more, with more quality, they will. ... to respond to 'belt tightening' by declaring an end to this kind of growth is like stopping a child's education at the 3rd grade level, and then wondering why they are so slow to grasp the needs of our society and participate in its advancement."

From a DES employee:

"... In the last year, we have solved problems both in process improvement and with personnel issues... and it wasn't just 'management' making decisions -- it was employees."

From a DES employee:

"... Most of us have only been exposed to a single culture and do not have a clear understanding that we share common goals, values and dreams. Without a strong commitment to training, employees are not always sure how to react to cultural situations. ... I don't think you can have RESULTS without a strong commitment to diversity."

From a DES employee:

"... The shift toward ACCOUNTABILITY has been refreshing. It takes collective effort to raise ourselves up by our collective bootstraps. It is vital that we all have a common

vision, goals, and objectives. RESULTS has forced us to face the 'A' word, but also has provided the necessary tools to make those goals and objectives attainable."

From a DES employee:

" . . . Training, diversity and RESULTS are important because it continues to send a positive message to employees about the County's values and attention to important matters – and to stop now would send the very damaging opposite message . . . "

From a DES employee:

" . . . continued training in all areas is essential to an organization's growth. I also feel that with Measure 47's impending ax, that commitment to RESULTS, Diversity and Training is a needed commitment to the direction of this organization and will allow employees to focus on the future."

From a Health Department employee:

" . . . please keep these in-services . . . an informed workforce is an effective workforce" (from Violence Prevention/Peace Promotion Program Inservice).

From a Health Department employee:

" . . . this was good background information and practical techniques for working directly with clients represented by these statistics" (from Violence Prevention/Peace Program Inservice).

From a Health Department employee:

" . . . I can teach students to manage their asthma better, less ER visits" (from Inservice on New Approaches to Asthma Management).

From a Health Department employee:

" . . . I will use this information daily, so many clients are diabetic. Good range of handouts and patient education tools" (from Inservice on Diabetes Update for nursing staff)."

From a Health Department employee:

" . . . I will use this information in phone and in personal interactions with clients. I'll be more alert to cultural risks and symptoms that go to diabetes and need for testing." (from Inservice on Diabetes Update for nursing staff).