

## ANNOTATED MINUTES

*Tuesday, November 9, 1993 - 9:30 AM  
Multnomah County Courthouse, Room 602*

### BOARD BRIEFING

*B-1 Briefing on EMS/ASA Ordinance #2. Presented by Bill Collins.*

**PRESENTATION AND RESPONSE TO BOARD QUESTIONS  
BY BILL COLLINS. STAFF TO RESPOND TO BOARD  
SUGGESTIONS AND DIRECTION VIA FOLLOW UP  
BRIEFING. PROPOSED ORDINANCE TO BE SUBMITTED  
FOR BOARD ACTION AFTER MARCH, 1994 ELECTION.**

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*Tuesday, November 9, 1993 - 11:00 AM  
Multnomah County Courthouse, Room 602*

### REGULAR MEETING

*Chair Beverly Stein convened the meeting at 11:00 a.m., with Vice-Chair Gary Hansen, Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present.*

### CONSENT CALENDAR

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED  
BY COMMISSIONERS HANSEN, THE CONSENT  
CALENDAR, (ITEMS C-1 THROUGH C-19) WAS  
UNANIMOUSLY APPROVED.**

### DEPARTMENT OF HEALTH

- C-1 In the Matter of the Appointment of Jonathan Jui, MD, as Medical Resource Representative to the MULTNOMAH COUNTY EMERGENCY MEDICAL SERVICES MEDICAL ADVISORY BOARD*
- C-2 Ratification of Intergovernmental Agreement Contract 200644 Between Oregon Department of Human Resources, Children's Services Division and Multnomah County, Wherein the County Will Be Reimbursed for Providing the Services of a Public Health Nurse to Develop and Implement a Program to Strengthen the Intervention and Treatment Services Provided to Abused and Neglected Children in Substance Abusing Families*
- C-3 Ratification of Intergovernmental Agreement Contract 200714 Between Oregon Health Sciences University and Multnomah County, Wherein County Will Pay Hospital for the Provision of Rape Evidentiary Examinations for Adults on an Emergency Basis*
- C-4 Ratification of Intergovernmental Agreement Contract 200894 Between Multnomah*

*County and Oregon Health Sciences University, School of Nursing, Providing  
Required Learning Experiences for Faculty and Students at County Clinics*

- C-5      *Ratification of Intergovernmental Agreement Contract 200904 Between Multnomah County and Oregon Health Sciences University, for the Provision of Radiologic Consultation Services for the Interpretation of X-Rays Referred from the County During Normal Working Hours*
- C-6      *Ratification of Intergovernmental Agreement Contract 200924 Between Oregon Department of Human Resources, Office of Medical Assistance Programs and Multnomah County, for Reimbursement of HIV Targeted Case Management Program Services Provided by the County*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-7      *ORDER in the Matter of the Execution of Deed D940937 Upon the Complete Performance of a Contract to Frank A. Upham*

**ORDER 93-366.**

NON-DEPARTMENTAL

- C-8      *In the Matter of the Appointments of David R. Chambers and Derry Jackson to the MULTNOMAH COUNTY AUDITOR'S CITIZEN BUDGET ADVISORY COMMITTEE*
- C-9      *In the Matter of the Reappointments of Michael L. Williams, Position 1, Molly Weinstein, Position 2, Robert L. Jones, Position 5, and Winzel Hamilton, Position 6, to the MULTNOMAH COUNTY DISTRICT ATTORNEY'S CITIZEN BUDGET ADVISORY COMMITTEE*
- C-10      *In the Matter of the Appointment of Dave Simpson, Position 4, to the MULTNOMAH COUNTY DISTRICT ATTORNEY'S CITIZEN BUDGET ADVISORY COMMITTEE, Term Ending September, 1996*
- C-11      *In the Matter of the Appointments of Patricia Bozanich, Position 6, William Hoffstetter, Position 5, and William H. Trappe, Position 4, to the MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY CORRECTIONS CITIZEN BUDGET ADVISORY COMMITTEE*
- C-12      *In the Matter of the Appointments of Michael Zollitsch, Position 6, Harvey Lee Garnett, Position 1, and Ben Kasubuchi, Position 4, to the MULTNOMAH COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES CITIZEN BUDGET ADVISORY COMMITTEE, Terms Ending September, 1996*
- C-13      *In the Matter of the Appointments of Anthony S. Kim, Position 4, and Robin Bloomgarden, Position 7, to the MULTNOMAH COUNTY NON-DEPARTMENTAL CITIZEN BUDGET ADVISORY COMMITTEE*
- C-14      *In the Matter of the Appointments of Margaret Boyles, Position 6, and Daniel V.*

*Gardner, Position 1, to the MULTNOMAH COUNTY SHERIFF'S CITIZEN BUDGET ADVISORY COMMITTEE*

- C-15      *In the Matter of the Reappointment of Don MacGillivray to the MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE, Term Ending September, 1995*
- C-16      *In the Matter of the Reappointments of Mandated Position Designees to the COMMUNITY CORRECTIONS ADVISORY COMMITTEE: District Attorney Michael Schrunk - Jean Maurer; Law Enforcement Officer Robert Skipper - Larry Reilly; Circuit Court Judge Donald Londer - Doug Bray; Public Defender Jim Hennings - Michael Greenlock, Terms Ending July 30, 1995*
- C-17      *In the Matter of the Appointment of Matthias D. Kemeny, Lay Citizen Position, to the COMMUNITY CORRECTIONS ADVISORY COMMITTEE, Term Ending July 30, 1995*
- C-18      *In the Matter of the Appointment of Joelle M. Gelao to the MENTAL HEALTH ADVISORY COMMITTEE, Term Ending October, 1995*

DEPARTMENT OF SOCIAL SERVICES

- C-19      *Ratification of Intergovernmental Agreement Contract 103874 Between Portland Public Schools and Multnomah County, Mental Health, Youth, and Family Services Division, Developmental Disabilities Program, Wherein the School District Will Pay \$105,320 for Early Intervention and Early Childhood Special Education Services for Eligible Children in Multnomah County*

REGULAR AGENDA

DEPARTMENT OF LIBRARY SERVICES

- R-1      *RESOLUTION in the Matter of Authorizing and Approving, But Not Executing, the Interim Lease Agreement for the Central Library Operations During Renovation and Authorizing the County to Submit the Agreement to the Courts for Confirmation of the Legality of Use of General Obligation Bond Proceeds*

**COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-1. GINNIE COOPER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. RESOLUTION 93-367 UNANIMOUSLY APPROVED.**

DEPARTMENT OF SOCIAL SERVICES

- R-2      *Ratification of Intergovernmental Agreement Contract 103904 Between the City of Portland and Multnomah County, Wherein the Housing and Community Services Division, Community Action Program Office, Will Assist the City Energy Office in Implementing its Block-by-Block Grant, by Providing Weatherization Services for Qualified Homes*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-2. BILL THOMAS EXPLANATION. COMMISSIONER SALTZMAN COMMENTS IN SUPPORT. AGREEMENT UNANIMOUSLY APPROVED.**

- R-3      *Budget Modification DSS #8 Requesting Authorization to Add a Mental Health Consultant to the Mental Health, Youth and Family Services Division, Child and Adolescent Mental Health Program Budget, Effective October 15, 1993, and Authorizing Funding Adjustments in Certain Line Items*

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-3. SUSAN CLARK EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

- R-4      *Budget Modification DSS #14 Requesting Authorization to Add \$33,333 Federal/State Funds to the Juvenile Justice Division Budget to Pay for a Parole Transition Coordinator and Related Expenses to Carry Out a Minority Over Representation Program Grant Project Administered in Coordination with the Housing and Community Services Division, Youth Program Office*

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-4. DWAYNE McNANNAY EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

**NON-DEPARTMENTAL**

- R-5      *Budget Modification NOND #9 Requesting Authorization to Transfer \$5,990 from Materials and Services to Personal Services, Within the Tax Supervising and Conservation Commission Budget, for July Cost of Living Adjustment*

**UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER COLLIER, BUDGET MODIFICATION R-5 WAS UNANIMOUSLY APPROVED.**

- R-6      *RESOLUTION AND ORDER in the Matter of Calling an Election on a Referendum of County Ordinance 772 (Ambulance Service Area Plan)*

**UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER COLLIER, RESOLUTION 93-368 WAS UNANIMOUSLY APPROVED.**

**DISTRICT ATTORNEY**

- R-7      *Budget Modification DA #5 Requesting Authorization to Cut Two Office Assistant II Positions and Add One Fiscal Specialist Senior within the*



District Attorney's Office, Administration Division Budget, No Net Budgetary Change

**COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-7. MICHAEL SCHRUNK EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-8            *ORDER in the Matter of the Reconveyance of the Old Gresham Library Property, Lots 1, 2 and 6, Block 4, Mt. Hood Addition to the City of Gresham, to the Gresham Historical Society Upon Full Payment of the Note Securing Payment of the Purchase Price*

**COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-8. BOB OBERST EXPLANATION AND RESPONSE TO BOARD QUESTIONS. ORDER 93-369 UNANIMOUSLY APPROVED.**

PUBLIC CONTRACT REVIEW BOARD

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

R-9            *ORDER in the Matter of Exempting from Public Bidding a Contract with Amdahl for the Purchase of a Token Ring Adaptor*

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-9. JIM MUNZ EXPLANATION AND RESPONSE TO BOARD QUESTIONS. ORDER 93-370 UNANIMOUSLY APPROVED.**


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

PUBLIC COMMENT

R-10            *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

*There being no further business, the meeting was adjourned at 11:22 a.m.*

OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON

  
Deborah L. Bogstad

**PLANNING ITEMS**

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

- P-1      CS 6-93/PLA 12-93/HV 16-93      Review the October 13, 1993 Planning and Zoning Hearings Officer Decision Approving, Subject to Conditions, Community Service Use for the Construction of a 22,000 Square Foot Equestrian Facility and Caretaker's Quarters; Approving, Subject to Conditions, the Requested Property Line Adjustment; and Approving, Subject to Conditions, the Requested Paving Variance, All for Property Located at 5207 SE CIRCLE AVENUE

**DECISION READ, NO APPEAL FILED, DECISION STANDS. PLANNER SANDY MATHEWSON EXPLANATION AND RESPONSE TO BOARD QUESTIONS CONCERNING MULTNOMAH COUNTY SHERIFF'S MOUNTED POSSE REQUEST FOR FEE WAIVER. LT. BILL GOSS EXPLANATION AND RESPONSE TO BOARD QUESTIONS. COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, REIMBURSEMENT OF THE \$1,200 LAND USE FEES FOR P-1. BOARD DISCUSSION AND COMMENTS. MOTION APPROVED WITH COMMISSIONERS KELLEY, HANSEN AND COLLIER VOTING AYE AND COMMISSIONERS SALTZMAN AND STEIN VOTING NO.**

- P-2      C 3-93      RESOLUTION in the Matter of Designating the West Hills Scenic Study Area a Significant Scenic Resource Pursuant to OAR 660-16 and Statewide Planning Goal 5, Adopting Findings, and Directing Staff to Complete the Goal 5 Process

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF P-2. MS. MATHEWSON EXPLANATION. COUNTY COUNSEL JOHN DuBAY RESPONSE TO BOARD QUESTIONS. RESOLUTION 93-371 UNANIMOUSLY APPROVED.**

- P-3      CU 21-93      PUBLIC HEARING, ON THE RECORD, TESTIMONY LIMITED TO 15 MINUTES PER SIDE, in the Matter of a Review of the September 15, 1993 Planning and Zoning Hearings Officer Decision Denying a Conditional Use Request for a Commercial Activity in Conjunction with Farm Use, for Property Located at 24315 NW OAK ISLAND ROAD

**MS. MATHEWSON PRESENTED STAFF REPORT AND CITED STATUTORY PROCEDURES AND REQUIREMENTS CONCERNING HEARING PROCESS. MR. DuBAY DISCUSSED NOVEMBER 3, 1993 LETTER TO BOARD FROM**

**PAUL GAMROTH REITERATING HIS TESTIMONY BEFORE THE HEARINGS OFFICER AND AT THE REQUEST OF MR. DuBAY, APPLICANTS' ATTORNEY GREG HATHAWAY STATED NO OBJECTION TO INCLUSION OF LETTER IN THE RECORD.**

**HEARINGS OFFICER ROBERT LIBERTY PRESENTATION AND EXPLANATION REGARDING LEGAL ISSUES AND CRITERIA USED IN HIS DECISION. MR. HATHAWAY INTRODUCED NW BREWERS GRAINS OWNER JOE WOLZEN; KEN VIGIL AND KRISTINA GIFFORD OF DAVID EVANS AND ASSOCIATES; AND MIKE GAMROTH, DAIRY SPECIALIST WITH OREGON STATE UNIVERSITY EXTENSION SERVICE. MR. HATHAWAY PRESENTED TESTIMONY IN SUPPORT OF A REVERSAL OF THE HEARINGS OFFICER DECISION.**

**MIKE GAMROTH TESTIMONY IN SUPPORT OF A REVERSAL OF THE HEARINGS OFFICER DECISION, AND RESPONSE TO BOARD QUESTIONS.**

**PAUL DeBONI TESTIMONY WITHDRAWING HEARINGS OFFICER LEVEL OPPOSITION TO PROPOSED CONDITIONAL USE REQUEST.**

**ROBERT WORKMAN TESTIMONY IN OPPOSITION TO REVERSAL OF HEARINGS OFFICER DECISION AND RESPONSE TO BOARD QUESTIONS.**

**DANIEL KEARNS, ATTORNEY FOR SAUVIE ISLAND DRAINAGE DISTRICT, REQUESTED THAT THE BOARD INCLUDE IN ITS FINAL ORDER, A LISTING OF THE REQUIRED DEQ CONDITIONS, INCLUDING A WASTEWATER LAGOON, IN THE EVENT OF A REVERSAL OF THE HEARINGS OFFICER DECISION AND RESPONDED TO BOARD QUESTIONS.**

**MR. HATHAWAY REBUTTAL TESTIMONY AND RESPONSE TO BOARD QUESTIONS. MR. WOLZEN AND MR. VIGIL RESPONSE TO BOARD QUESTIONS. MS. MATHEWSON, MR. HATHAWAY, MR. LIBERTY AND MR. DuBAY RESPONSE TO BOARD QUESTIONS.**

**COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, TO REVERSE THE HEARINGS OFFICER DECISION AND APPROVE THE CONDITIONAL USE PERMIT, SUBJECT TO THE CONDITIONS STATED IN THE STAFF REPORT AND COMPLIANCE WITH DEQ STIPULATIONS. BOARD COMMENTS. MOTION APPROVED WITH COMMISSIONERS KELLEY, HANSEN**

**AND COLLIER VOTING AYE AND COMMISSIONERS  
SALTZMAN AND STEIN VOTING NO.**

**P-4      Board Briefing and Discussion Regarding Prioritizing and Funding of Significant  
Streams Goal 5 Work. Presented by Scott Pemble.**

*Commissioner Saltzman commented in support of recommendations contained in briefing report  
and left at 3:30 p.m.*

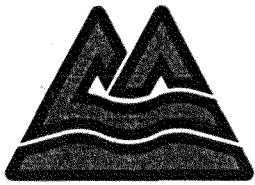
**SCOTT PEMBLE PRESENTATION OF PROPOSED  
TIMELINES AND COSTS ASSOCIATED WITH GOAL 5  
WORK AND RESPONSE TO BOARD QUESTIONS.  
COMMISSIONER KELLEY MOVED AND COMMISSIONER  
COLLIER SECONDED, APPROVAL OF THE PROPOSED  
WORK PLAN. LYN MATTEI COMMENTS IN SUPPORT OF  
PLAN. MOTION UNANIMOUSLY APPROVED.**

*There being no further business, the meeting was adjourned at 3:40 p.m.*

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

  
Deborah L. Bogstad

**11-9-93.MIN/deb**



# MULTNOMAH COUNTY OREGON

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

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

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

#### FOR THE WEEK OF

NOVEMBER 8 - 12, 1993

Tuesday, November 9, 1993 - 9:30 AM - Board Briefing. . . . .Page 2  
Tuesday, November 9, 1993 - 11:00 AM - Regular Meeting. . . . .Page 2  
Tuesday, November 9, 1993 - 1:30 PM - Planning Items. . . . .Page 5  
Thursday, November 11, 1993 - HOLIDAY - OFFICES CLOSED. . . . .

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

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

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

Tuesday, November 9, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFING

- B-1 Briefing on EMS/ASA Ordinance #2. Presented by Bill Collins. 9:30 AM TIME CERTAIN, 90 MINUTES REQUESTED.
- 

Tuesday, November 9, 1993 - 11:00 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF HEALTH

- C-1 In the Matter of the Appointment of Jonathan Jui, MD, as Medical Resource Representative to the MULTNOMAH COUNTY EMERGENCY MEDICAL SERVICES MEDICAL ADVISORY BOARD
- C-2 Ratification of Intergovernmental Agreement Contract 200644 Between Oregon Department of Human Resources, Children's Services Division and Multnomah County, Wherein the County Will Be Reimbursed for Providing the Services of a Public Health Nurse to Develop and Implement a Program to Strengthen the Intervention and Treatment Services Provided to Abused and Neglected Children in Substance Abusing Families
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- C-5 Ratification of Intergovernmental Agreement Contract 200904 Between Multnomah County and Oregon Health Sciences University, for the Provision of Radiologic Consultation Services for the Interpretation of X-Rays Referred from the County During Normal Working Hours
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DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-7 ORDER in the Matter of the Execution of Deed D940937 Upon the Complete Performance of a Contract to Frank A. Upham

NON-DEPARTMENTAL

- C-8 In the Matter of the Appointments of David R. Chambers and Derry Jackson to the MULTNOMAH COUNTY AUDITOR'S CITIZEN BUDGET ADVISORY COMMITTEE
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- C-10 In the Matter of the Appointment of Dave Simpson, Position 4, to the MULTNOMAH COUNTY DISTRICT ATTORNEY'S CITIZEN BUDGET ADVISORY COMMITTEE, Term Ending September, 1996
- C-11 In the Matter of the Appointments of Patricia Bozanich, Position 6, William Hoffstetter, Position 5, and William H. Trappe, Position 4, to the MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY CORRECTIONS CITIZEN BUDGET ADVISORY COMMITTEE
- C-12 In the Matter of the Appointments of Michael Zollitsch, Position 6, Harvey Lee Garnett, Position 1, and Ben Kasubuchi, Position 4, to the MULTNOMAH COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES CITIZEN BUDGET ADVISORY COMMITTEE, Terms Ending September, 1996
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## DEPARTMENT OF SOCIAL SERVICES

- C-19     Ratification of Intergovernmental Agreement Contract 103874 Between Portland Public Schools and Multnomah County, Mental Health, Youth, and Family Services Division, Developmental Disabilities Program, Wherein the School District Will Pay \$105,320 for Early Intervention and Early Childhood Special Education Services for Eligible Children in Multnomah County

## REGULAR AGENDA

## DEPARTMENT OF LIBRARY SERVICES

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## DEPARTMENT OF SOCIAL SERVICES

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## NON-DEPARTMENTAL

- R-5     Budget Modification NOND #9 Requesting Authorization to Transfer \$5,990 from Materials and Services to Personal Services, Within the Tax Supervising and Conservation Commission Budget, for July Cost of Living Adjustment
- R-6     RESOLUTION AND ORDER in the Matter of Calling an Election on a Referendum of County Ordinance 772 (Ambulance Service Area Plan)

## DISTRICT ATTORNEY

- R-7     Budget Modification DA #5 Requesting Authorization to Cut



Two Office Assistant II Positions and Add One Fiscal Specialist Senior within the District Attorney's Office, Administration Division Budget, No Net Budgetary Change

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-8 ORDER in the Matter of the Reconveyance of the Old Gresham Library Property, Lots 1, 2 and 6, Block 4, Mt. Hood Addition to the City of Gresham, to the Gresham Historical Society Upon Full Payment of the Note Securing Payment of the Purchase Price

PUBLIC CONTRACT REVIEW BOARD

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

- R-9 ORDER in the Matter of Exempting from Public Bidding a Contract with Amdahl for the Purchase of a Token Ring Adaptor

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

PUBLIC COMMENT

- R-10 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

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Tuesday, November 9, 1993 - 1:30 PM

Multnomah County Courthouse, Room 602

PLANNING ITEMS

- P-1 CS 6-93/PLA 12-93/HV 16-93 Review the October 13, 1993 Planning and Zoning Hearings Officer Decision Approving, Subject to Conditions, Community Service Use for the Construction of a 22,000 Square Foot Equestrian Facility and Caretaker's Quarters; Approving, Subject to Conditions, the Requested Property Line Adjustment; and Approving, Subject to Conditions, the Requested Paving Variance, All for Property Located at 5207 SE CIRCLE AVENUE
- P-2 C 3-93 RESOLUTION in the Matter of Designating the West Hills Scenic Study Area a Significant Scenic Resource Pursuant to OAR 660-16 and Statewide Planning Goal 5, Adopting Findings, and Directing Staff to Complete the Goal 5 Process
- P-3 CU 21-93 PUBLIC HEARING, ON THE RECORD, TESTIMONY LIMITED TO 15 MINUTES PER SIDE, in the Matter of a Review of the September 15, 1993 Planning and Zoning Hearings Officer Decision Denying a Conditional Use Request for a Commercial Activity in Conjunction with Farm Use, for Property Located at 24315 NW OAK ISLAND ROAD

P-4 Board Briefing and Discussion Regarding Prioritizing and Funding of Significant Streams Goal 5 Work. Presented by Scott Pemble. 30 MINUTES REQUESTED.

0267C/24-29/db

MEETING DATE: NOV 09 1993

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Appointment of Medical Advisory Board Member

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent item

DEPARTMENT: Health

DIVISION: EMS/Regulatory Health

CONTACT: Bill Collins

TELEPHONE #: 248-3220

BLDG/ROOM #: 160/9/EMS

PERSON(S) MAKING PRESENTATION: Bill Collins

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

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

This action will provide the appointment of a member to the Medical Advisory Board to Emergency Medical Services, replacing Robert Norton, M.D., while Dr. Norton is on sabbatical.

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 NOV - 2 AM 9:39

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: \_\_\_\_\_

*[Signature]* *Ev Bill O'Hara*

11.1.93

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93



# Emergency Medical Services

## Multnomah County

### MEMORANDUM

TO: Beverly Stein, Chair  
Board of County Commissioners

VIA: Bill Odegaard, Director  
Health Department

FROM: Gary Oxman MD MPH, Health Officer  
Bill Collins, EMS Director  
Health Department

DATE: October 29, 1993

SUBJECT: Recommendation to Appoint Medical Advisory Board Member

Recommendation: Please submit to the Board of County Commissioners the following nomination for appointment to the Multnomah County Emergency Medical Services Medical Advisory Board:  
Jonathan Jui MD  
Medical Resource Hospital, OHSU

Analysis and Background Ordinance 652 Chapter 6.32.055 created the Medical Advisory Board. The Board consists of four licensed physicians interested and involved in prehospital emergency care, a registered nurse specializing in emergency care, and two EMT-4 (paramedics). Members are appointed for three years. 6.32.055(4)(C) states, "...should a member resign before completing a term of office, a replacement shall be appointed in accord with the charter to complete the unexpired term." A vacancy exists due to the sabbatical of Bob Norton MD, Medical Resource Representative, OHSU Medical Resource Hospital.

The OHSU Medical Resource Hospital recommended Dr. Jonathan Jui for this position.

People of color, of all races and national origins, and East County residents meeting representative requirements were encouraged to apply.

An interest form is attached for the candidate, Dr. Jonathan Jui.

c: Chair, MAB

Attachments: Agenda Placement Sheet; Interest Form; ORD 652 aka EMS Business Code

**Health Department**  
**426 S.W. Stark Street—9th Floor · Portland, Oregon 97204 · 248-3220 · Fax 248-5453**



## MULTNOMAH COUNTY OREGON

### INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Chair 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.)

MEDICAL ADVISORY BOARD

B. Name JONATHAN JUE

Address OHSU (See Below), DEPARTMENT OF EMERGENCY MED.

City PORTLAND State OR Zip Code 97201

Do you live in \_\_\_\_\_ unincorporated Multnomah County or \_\_\_\_\_ a city within Multnomah County. NO

Home Phone 6381329

C. Current Employer OREGON HEALTH SCIENCES UNIVERSITY

Address 3181 SAM JACKSON PARK ROAD

City PORTLAND State OREGON Zip Code 97201

Your Job Title ASSOCIATE PROFESSOR EMERGENCY MEDICINE

Work Phone \_\_\_\_\_ (Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes X No \_\_\_\_\_

D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

DETROIT MEDICAL CENTER 1976-77 INTERN

1979-81 FELLOW

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
SEE CV PAST CHAIR - TRI COUNTY PROTOCOL COMMITTEE		
CURRENT ACTIVE WITH SCIENTIFIC REVIEW COMMITTEE		

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
UNIVERSITY of MICHIGAN	1968 - 1972	BS
WAYNE STATE UNIVERSITY	1972 - 1974	MD
UNIVERSITY of WASHINGTON	1980 - 1993	MPH

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.

MR. TOM STEINMAN → EMS COORDINATOR PORTLAND FIRE BUREAU.  
MR. SKIP KIRKWOOD → STATE of OREGON EMS COORDINATOR

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

NONE → CURRENTLY SERVING AS PHYSICIAN ADVISOR  
PORTLAND FIRE BUREAU (PAID POSITION)

I. Affirmative Action Information

ASIAN

sex/racial ethnic background

Birth date: Month 10 Day 31 Year 50

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

*Jonathan Liu*

Date

10/25/93

## **CURRICULUM VITAE**

**JONATHAN JUI, M.D. , F.A.C.E.P.**

**Business Address:** Oregon Health Sciences University  
Department of Emergency Medicine  
3181 S. W. Sam Jackson Park Road  
Portland, OR 97201 -3098

Phone: (503) 279-7500

Fax: (503) 494-4997

**Home Address:** 24651 S.W. Gage Rd.  
Wilsonville, Or 97070  
Phone: (503) 6381329

### **Current Employment**

Associate Professor (1992)  
Department of Emergency Medicine  
Oregon Health Sciences University

Assistant Professor (1981 to 1992)  
Division of Emergency Medicine  
Oregon Health Sciences University

Assistant Professor  
Department of Medicine  
Division of Infectious Disease  
Oregon Health Sciences University

Physician Advisor  
Portland Fire Bureau

Physician Advisor  
Clackamas Fire District Number 1

Physician Advisor  
AA Ambulance

Physician Advisor  
United States Forest Service Northwest Region Incident Medical Specialist Program

Medical Director  
Paramedic Education Program  
OHSU Department of Emergency Medicine

**Birthdate:** 31 October 1950

**Birthplace:** Hackensack, New Jersey

**Citizenship:** U.S.A.

**Marital Status:** Single

**Social Security:** 377-48-8917

**Licensure:** Oregon #10722  
Michigan #041455  
Washington #252-09 0019012

**EDUCATION:**

*Undergraduate*

1968-1972 University of Michigan  
Ann Arbor, Michigan  
B.S. Degree

*Medical School*

1972-1976 Wayne State University  
Detroit, Michigan  
M.D. Degree

*Residency*

1976-1977 Detroit General Hospital/Wayne State Univ.  
Detroit, Michigan  
Medicine Internship

1977-1979 Oregon Health Sciences University  
Portland, Oregon  
Internal Medicine Residency

*Fellowship*

1979-1981 Wayne State University  
Detroit, Michigan  
Clinical & Research  
Chief Fellow in Infectious Disease

*Graduate School*

1989-1990 University of Washington  
Seattle, Washington  
completed course requirements for MPH (epidemiology)

**SPECIALTY CERTIFICATION:**

1977 National Board of Medical Examiners  
1979 American Board of Internal Medicine  
1983 American Board of Internal Medicine  
Subspecialty, Infectious Disease  
1986 American Board of Emergency Medicine



## PREVIOUS EMPLOYMENT

1978-1979	Bess Kaiser Hospital Portland, Oregon - Emergency Staff Physician
1979-1981	Detroit Receiving Hospital Detroit, Michigan - Attending Physician Division of Emergency Medicine Wayne State University
1980-1981	Hutzel Hospital Detroit, Michigan - Attending Physician

## CERTIFICATIONS:

ACLS Instructor, 1980 - 1990  
ACLS Course Director 1991-  
ATLS Provider, 1984 -  
National EMS Medical Directors Course March 1992

## MEMBERSHIPS:

American Society of Microbiology  
American College of Physicians  
American College of Emergency Physicians  
Infectious Disease Society of America  
National Association of EMS Physicians  
Society for Academic Emergency Medicine  
Wilderness Medical Society

## OHSU DIVISION OF EMERGENCY MEDICINE ACTIVITIES

1984-1985	Assistant Professor Pulmonary and Critical Care Medicine Department of Medicine
1984-1990	Director of Medical Education Division of Emergency Medicine
1990-1991	Physician Advisor Portland Fire Bureau
1991-	Physician Advisor OHSU Paramedic Training Program
1991 -	Head - Section of Emergency Medical Services Division of Emergency Medicine

*Division of Emergency Medicine Committees*

1983 - Head, Information Services - Division of Emergency Medicine  
1983 - 1985 Member - Emergency Medicine QA Committee  
1986 - 1987 Member, Residency Selection Committee

**OTHER SERVICE ACTIVITIES**

**LOCAL ACTIVITIES**

While faculty at Oregon Health Sciences University

University Hospital

Antibiotic Review Committee (1984-1986)  
Trauma Committee (1988 - present)  
Critical Care Committee (1988 - present)

OHSU

Member, OHSU Scholarship Committee  
Member, Medical Student AMBULATORY Care Curriculum Committee - 1989.  
Member, Dean's Task Force - Transition to third year Curriculum Committee - 1991.

Oregon Chapter of American College of Emergency Physicians:

Educational Committee (Co-Chair) (1985 -1990)  
Research Committee (1985 - 1990)  
EPIC Committee (Chairman 1988-1989)  
Secretary/ Treasurer 1988 - 1989, 1991- 1992, 1992-1993  
Board of Directors - 1989 - 1994

Conference Co-Chairman, Fifth Annual Northwest Winter Conference in Emergency Medicine, Bend, Or., 1988.

Conference Co-Chairman, Sixth Annual Northwest Winter Conference in Emergency Medicine, Bend, Or., 1989

Conference Co-Chairman, Seventh Annual Northwest Winter Conference in Emergency Medicine, Bend, Or., 1990.

Conference Co-Chairman, Eighth Annual Northwest Winter Conference in Emergency Medicine, Bend, Or., 1991

Regional

EMS

Chairman EMS Tricounty Protocol Subcommittee 1987-1989.  
Member, Multnomah County Scientific Review Committee, 1990 -  
Member, Regional Physician Advisor Committee - 1991 -  
Physician Advisor - United States Forest Service - Region 6, 1988 -

Chairman, Emergency Medicine Research Council of Greater Portland, 1983 -.

State of Oregon EMS:

Vice-Chairman State of Oregon Emergency Services Committee, 1989 - 1990  
Chairman - State of Oregon Emergency Services Committee, 1991-1992  
Chairman - State of Oregon Emergency Services Subcommittee - EMS Information  
Services  
Liaison Member, State Trauma Advisory Board

Paramedic Examiner, State of Oregon, 1983 -.

Medical Director, State of Oregon Emergency Medical Technician IV Examination,  
February 5, 1993, Portland, Oregon.

Medical Director, State of Oregon Emergency Medical Technician IV Examination,  
June 26, 1992, Portland, Oregon.

Medical Director, State of Oregon Emergency Medical Technician IV Examination,  
February 7, 1992, Portland, Oregon.

Medical Director, State of Oregon Emergency Medical Technician IV Examination,  
December 14, 1991, Portland, Oregon.

Medical Director, State of Oregon Emergency Medical Technician IV Examination,  
September 20, 1991, Portland, Oregon.

**NATIONAL ACTIVITIES:**

Society for Academic Emergency Medicine

Member, Public Health and Education Committee (1991)

Wilderness Medical Society

Wildness Medical Society Core Curriculum  
Development Committee (Chair)

Other activities:

Participant Primary Care/Substance abuse Linkage Initiative.  
U.S. Department of Health and Human Services, U.S. Public Health Service,  
Alcohol, Drug Abuse and Mental Health Administration, Office for Treatment  
Improvement, Salt Lake City, Utah. January 11-13, 1991.

**HONORS:**

1983 Emergency Medicine Educator Award  
1986 Emergency Medicine Educator Award  
1992 Certificate of Merit, United States Forest Service Northwest Region

1992 Academic Instructor of the Year  
1992 OHSU Emergency Services - "Outstanding Team Player"

#### EDITORIAL ACTIVITIES

1984-1985 Guest Reviewer, *Annals of Emergency Medicine*.  
1989-1990 Guest Reviewer, *Journal of Emergency Medicine*.  
1992 - Guest Reviewer, *American Journal of Emergency Medicine*

#### PUBLICATIONS

##### TEXTBOOK

##### AUTHOR

Jui J: Food Poisoning. In Bayer M, Rumack B, and Wanke L (Eds) *A Manual of Poisoning and Toxicologic Emergencies*. Brady/Prentice-Hall, Bowie, MD, 1983.

Bryant RE, Jui J: Bacteremia. In Rakel RE (Ed), *Conn's Current Therapy*, Philadelphia, W.B. Saunders Co., 1987.

Bryant RE, Jui J: Bacteremia in Rakel RE (Ed), *Conn's Current Therapy*, Philadelphia, W.B. Saunders Co., 1988

Brancato FP, Jui J: Direct Preparation of Stained and Unstained Clinical Materials. in *Clinical Procedures in Emergency Medicine*. Roberts and Hedges (eds) 2nd Edition. W.B. Saunders Co., Philadelphia, 1991, 1065-1086.

Magnusson AR, Jui J: Rapid Microbial Detection Systems. in *Clinical Procedures in Emergency Medicine*. Roberts and Hedges (eds) 2nd Edition. W.B. Saunders Co., Philadelphia, 1991, 1086-1091.

Jui J, Brancato FP: Blood Cultures and Anaerobic Culture Techniques in *Clinical Procedures in Emergency Medicine*. Roberts and Hedges (eds) 2nd Edition. W.B. Saunders Co., Philadelphia, 1991, 1093-1099.

##### REFEREED JOURNALS

Levine DP, Cushing MD, Jui J, Brown WJ: Community Acquired Methicillin Resistant *Staphylococcus aureus* Endocarditis in Detroit. *Ann of Intern Med* 1982;97:330-338

Danzl DF, Posos RS, Jui J et al: Multicenter Hypothermia Survey. *Ann Emerg Med* 1987;16:1042-1055.

Jui J, Modesitt S, Fleming D, Stevens P, Wayson B, Schriver J: Multicenter HIV and Hepatitis B Seroprevalence Study, *J Emerg Med* 1990;8:243-251.

Federiuk CS, O'Brien K, Jui J, Schmidt TA. Job Satisfaction of Paramedics: The Effects of Gender and Type of Agency of Employment. *Ann Emerg Med* 1993;22:657-662.

Reed E, Daya MR, Jui J, Grellman K, Gerber L, Loveless MO. Occupational Infectious Disease Exposures in EMS Personnel. *J Emerg Med* 1993;11(1):9-16.

## LETTERS

**Jui J, Barron LR, Moorhead JC:** The Utility of Urine Cultures in the Diagnosis of Urinary Tract Infections. Letter to the Editor in response to Brenner BE et al, "Cystitis and Pyelonephritis" in April 1982 *Ann Emerg Med* 1984;13:63.

**Jui J, Norton RL, Edminster S, Boyer S:** Gram Stains for Streptococcal Pharyngitis. Letter to the Editor in response to Lowe & Hedges "Early Treatment of Streptococcal Pharyngitis" in *Ann Emerg Med* 1985;14:191.

## BOOK REVIEWS

**Jui J:** "Mastering Dysrhythmias: A Problem-Solving Guide", Book Review, *Ann Emerg Med* 1988;17(11):1253-1254.

## ABSTRACTS

**Jones ME, Jui J et al:** Drug Overdose Patients Requiring Intensive Care Admission in the Greater Portland Metropolitan Area: An Analysis. *Abstract, UAEM Annual Meeting*, May 1985.

**Jui J, Hauty M, Harder R.** The Mt. Hood Experience: A Retrospective Analysis, *Wilderness Medicine '88*, Annual meeting of the Wilderness Medical Society, September 14-18, 1988, Jackson Hole, Wyoming.

**Darrow S, Jui J.** Survey of Emergency Medical Services in the National Parks, *Wilderness Medicine '88*, Annual meeting of the Wilderness Medical Society, September 14-18, 1988, Jackson Hole, Wyoming.

**Jui J, Modesitt S, Fleming D, Stevens P, Wayson B, Schriver J:** Multicenter HIV and Hepatitis B Seroprevalence Study, Abstract, Society for Academic Emergency Medicine, May 22 -25, 1989, San Diego, California.

**Reed EM, Jui J, Daya MD, Gerber L, Loveless M.** Occupational Infectious Disease Exposure in EMS personnel. Abstract Twenty-Ninth Interscience Conference on Antimicrobial Agents and Chemotherapy. September 17-20, 1989, Houston, Texas.

**Reed EM, Daya M, Jui J.** Hepatitis B surface antibody titers in previously vaccinated pre-hospital care personnel. Abstract Thirtieth Interscience Conference on Antimicrobial Agents and Chemotherapy. October 21-24, 1990, Atlanta, Ga.

## NONREFEREED JOURNALS

**Jui J, Moorehead J,** A Review of 1987 UAEM Papers. *Oregon Trauma Newsletter* 1987;9(3)

**Jui J, Hauty M, Harder R:** Hypothermia on Mt. Hood: 1986, *Wilderness Medicine; Wilderness Medicine* 1988,5(4),4-7.

**Schmidgall JR, Jui J:** Diagnostic Techniques in Chest Trauma. in Trunkey D, Schriver J (Eds), Chest Trauma, *Topics in Emergency Medicine*, Germantown, Aspen Systems Corporation, 1988;10(2):19-59.

## PRESENTATIONS:

### Lectures outside the Division of Emergency Medicine

- 09/83 Acute Respiratory Infections, Oregon Health Sciences University, Emergency Medicine Grand Rounds.
- 12/83 Soft Tissue Infections in the Emergency Room, Oregon Health Sciences University, Emergency Medicine Grand Rounds.
- 02/83 Food Poisoning, at the Annual Toxicological Conference, Portland, Oregon.
- 06/83 AIDS Update, at the Regional ACEP Conference, Salishan, Oregon.
- 05/84 Update 1984 - Infectious Disease, Oregon Health Sciences University, Emergency Medicine Grand Rounds.
- 06/84 Hypothermia, Exercise and Fitness Seminar, Portland, Oregon.
- 09/84 Update in Infectious Disease 1984, Oregon ACEP Summer Conference.
- 12/84 Food Poisoning, Emergency Medicine Grand Rounds.
- 11/86 Shock, Pathophysiology. Oregon State Paramedic Association Annual Conference, Portland, OR.
- 12/86 Hypothermia - The Mt. Hood Experience. Panel participant, Oregon ACEP Monthly Conference, Portland, OR.
- 05/87 Quinolone Antibiotics and Their Use in the ED, Yakima Medical Society, Yakima, Wa.
- 04/88 Hypothermia: An Oregon Perspective, Southern Oregon Quarterly Review of Medicine: "Wilderness Medicine", Medford, Oregon.
- 09/88 Infectious Disease Problems Seen in the Emergency Room, The Fall Ashland Conference 1988: "Infectious Disease in Clinical Practice", Ashland, Oregon.
- 09/88 The Oregon Trauma System and the "Golden Hour", United States Air Force 304 Aeromedical Rescue Squadron, Medical Inservice, Portland, Oregon.
- 09/88 Infections in the North American Wilderness, Wilderness Medicine '88, Annual meeting of the Wilderness Medical Society, Jackson Hole, Wyoming.
- 12/88 Challenging Case Reviews, Oregon State Paramedic Association Continuing Medical Education Marathon, Canby, Oregon.
- 02/89 Infectious Hazards in the Health Care Industry, OHSU Annual Family Practice Review, Portland, Oregon
- 05/89 Medical Emergencies, Paramedic Training Seminar, 304th Aeromedical Rescue Squadron, United States Air Force, Portland Oregon.

- 05/89 Cardiac Dysrhythmias, Paramedic Training Seminar, 304th Aeromedical Rescue Squadron, United States Air Force, Portland, Oregon.
- 12/90 Infectious Disease Hazards in Prehospital Personnel - Oregon State Paramedic Association Annual Meeting, Canby, Oregon.
- 12/90 Case Reviews, Oregon State Paramedic Association Annual Meeting, Canby, Oregon.
- 01/91 Communicable Disease Update: Oak Lodge Fire Department, Oak Lodge, Oregon.
- 02/91 Hypothermia: A Timely Topic OHSU Trauma Education, Portland, Oregon.
- 03/91 Hypothermia: Oregon Emergency Nurses Association Annual Meeting, Beaverton, Oregon.
- 03/91 Communicable Disease Update: Care Ambulance Service Inservice, Portland, Oregon.
- 04/91 Communicable Disease Update: Buck Medical Service Inservice, Clackamas, Oregon.
- 04/91 CNS Infections: Essential Topics in Emergency Medicine - American College of Emergency Physicians, La Jolla, California.
- 04/91 CNS Emergencies: Essential Topics in Emergency Medicine - American College of Emergency Physicians, La Jolla, California.
- 05/91 Wilderness EMT. Rural Aspects of Emergency Medicine. East Clackamas County EMS Association, Oregon State Health Division. Timberline Lodge, Mt. Hood, Or.
- 06/91 Wilderness Emergencies. USFS Smokejumper Training, Redmond, Or.
- 06/91 Trauma Assessment in the Wilderness. USFS Smokejumper Training, Redmond, Or.
- 09/91 Wilderness Emergencies. Advance Prehospital Care Conference, Multnomah County EMS, Portland, Oregon
- 09/91 Infectious Diseases Hazards in Prehospital Care, EMS Video Continuing Education Class, Portland Community College, Portland, Oregon
- 02/92 HIV, Primary Care, and Substance Abuse, The 1992 Secretarial Conference to Link Primary Care, HIV, Alcohol, and Drug Abuse Treatment, Washington DC
- 04/92 Workshop Facilitator, The 60-Second Ethicist: Respecting Rights While Providing Emergency Care, Portland Adventist Medical Center, Portland, Oregon
- 04/92 Hypothermia in the Trauma Patient, Third Annual Northwest States Trauma Conference, Sunriver, Oregon
- 05/92 Intubation, Trauma Care in the Streets, OHSU Trauma Program and Transport Program, Portland, Oregon
- 06/92 Infectious Disease Emergencies, Northwest Medical Training, Clackamas County, Oregon

- 07/92 Information Systems in Emergency Medical Services, State of Oregon EMS Meeting, Portland, Oregon.
- 08/92 EMS Update, Matanuska-Susitna Borough Paramedic Refresher Course, State of Alaska
- 10/92 EMS Approaches to Pelvic Trauma, STAB M&M Conference, Walla Walla Washington.
- 11/92 Environmental Emergencies, Clark County EMS Council Paramedic Refresher Course, Vancouver, Washington.
- 12/92 HIV, HBV, How not to get them, OSPA Annual Conference 1992, Canby Oregon.
- 12/92 Challenging Medical Case Reviews, OSPA Annual Conference 1992, Canby, Oregon.
- 12/92 Radiation Emergencies, Regional Supervisor Task Force Inservice, Portland, Oregon.
- 03/93 HIV Update, Transitions and Innovations in Emergency Nursing, Oregon State Council Emergency Nurses Association, Portland, Oregon
- 04/93 HIV in Prehospital Care in Portland, MRH Physician Regional Supervisors Conference, Portland Adventist Hospital, Portland, Oregon.
- 05/93 Wilderness EMS, Rural Aspects of Emergency Medicine, East Clackamas County EMS Association, Timberline Lodge, Mt. Hood, Oregon

#### **LECTURES WITHIN THE DIVISION OF EMERGENCY MEDICINE**

- 03/93 Health Care Services in Eastern Europe and Russia, OHSU Emergency Medicine Conference
- 12/92 Clackamas Fire District One, Medical Case Reviews
- 11/92 ACLS Recertification, Course Director, PFB and Care Medical
- 09/92 Clackamas Fire District One, Medical Case Reviews
- 09/92 Question and Answer session, Advanced Paramedic Education Program.
- 08/92 Rational Uses of Antibiotics in the ED, OHSU Emergency Medicine Conference
- 07/92 Course Director, Introduction to Emergency Decision Making - Introduction to Clinical Medicine - School of Medicine, OHSU
- 06/92 Hypothermia, MS4 Medical Student Lecture
- 05/92 PHTLS, Care Medical Services, Clark County EMS Services
- 04/92 ACLS - Sudden Cardiac Death, Myocardial Infarction, Megacode Testing - Clackamas Fire District One
- 04/92 Case Reviews, Protocol Changes, USFS Region 6 IMS Annual Inservice, Lincoln City, Oregon
- 03/92 Regional Physician Supervisors Prehospital Care Inservice - High Altitude Illness



03/92 Enviromental Emergencies, MS4 Student Lecture

12/91 AZT Therapy in Health Care Workers Exposed to HIV Infection - Emergency Medicine Core Curriculum, OHSU

12/91 Invasive Skills Laboratory - OHSU Advanced Paramedic Education Program

12/91 Infectious Disease Hazards in Prehospital Care - OHSU Advanced Paramedic Education Program

11/91 Appropriate Use of Antibiotic in the ED - MS4 lecture

11/91 Case Reviews - MRH Combined Regional Conference - Multnomah County Emergency Medical Services, University Hospital

10/91 Enviromental Illness - MS4 Lecture

10/91 ACLS Course Director - Care Ambulance

10/91 High Altitude Illness and Hypothermia - Buck Medical Services - Reach and Treat Training Session

09/91 Introduction and Course Overview - OHSU Advanced Paramedic Education Program

08/91 Case reviews - Care Ambulance Service

08/91 Searching the Medical Literature - Emergency Medicine Core Curriculum, OHSU

07/91 Introduction to Epidemiological Methods in Emergency Medicine - Emergency Medicine Core Curriculum - OHSU

06/91 Pediatric Advanced Life Support, Potpourri I, OHSU

05/91 ACLS Course Director, Portland Fire Bureau

04/91 MS4 lecture - Environmental Emergencies

02/91 MS4 lecture - Infectious Disease Emergencies

11/90 Paramedic Education Lecture - Infectious Disease Emergencies - Part 1

11/90 Paramedic Education Lecture - Infectious Disease Emergencies - Part 2

11/90 MS4 Lecture - Infectious Disease Emergencies

09/90 MS4 lecture - Environmental Emergencies

09/90 Basic Life Support - MS1

08/89 MS4 lecture - Environmental Emergencies

08/89 ATLS.- Airway Emergencies, Megacode

07/89 MS4 lecture - Sexually transmitted diseases



# OREGON HEALTH SCIENCES UNIVERSITY

06/89 MS4 - End of term reports *Emergency Medicine Residency*

A. Roy Magnusson, MD, FACEP  
Director

Rosemary Shiolas  
Education Coordinator

05/89 MS4 lecture - Approach to the Trauma patient

Harold Thomas, Jr., MD, FACEP  
Associate Director

04/89 MS4 lecture - Ob-Gyn Emergencies

03/89 MS4 lecture - Ophthalmological emergencies

02/89 MS4 lecture - Chest Pain

02/89 Basic Life Support - Course Director OHSU MS1

01/89 Basic Life Support - Course Director OHSU MS1

01/89 MS4 lecture - Infectious Disease Emergencies

12/88 MS4 lecture - Environmental Emergencies

11/88 USFS Region 6 Annual Review

11/88 MS4 lecture - Evaluation of the unconscious patient

10/88 MS4 lecture - Acute respiratory emergencies

08/88 MS4 lecture - Chest pain

08/88 ATLS - Airway emergencies

07/88 ACLS - Megacode

07/88 MS4 lecture - Eye emergencies

06/88 USFS Region 6 Inservice - Medical Emergencies in Fire Camp

06/88 MS4 lecture - Infectious Disease emergencies

05/88 MS4 lecture - Orthopedic emergencies

04/88 MS4 End of term report

03/88 Hypothermia - 304th USAF Medical Inservice

03/88 ACLS - Megacode

02/88 MS4 lecture - Asthma

01/88 MS4 lecture - Environmental Emergencies

01/88 Core Curriculum - Acute meningitis

12/87 MS4 lecture - Infectious Disease Emergencies

11/87 MS4 lecture - Advances in Hypothermia

10/87 Core Curriculum Lecture - Food Poisoning

08/87 MS4 End of Term Reports

07/87 Final Examination - Oral OHSU Paramedic Students

06/87 Portland Fire Inservice - Case Reviews

06/87 ACLS Examiner - Portland Fire

05/87 ACLS Examiner - Portland Fire

05/87 MS4 lecture - Infectious Disease Emergencies

05/87 Portland Fire Inservice - Case Reviews

04/87 Portland Fire Inservice - Case Reviews

04/87 MRH Conference - Infectious Occupational Hazards for Prehospital Care Providers

04/87 MS4 End of Term reports

03/87 State of Oregon EMTIV examiner

03/87 Basic Life Support - OHSU MS1

03/87 ACLS - OHSU - Megacode testing

03/87 Portland Fire Inservice - Case Reviews

02/87 Basic Life Support - OHSU MS1

01/87 Portland Fire Inservice - Case Reviews

01/87 MS4 Lecture - Infectious Disease Emergencies

12/86 MS4 Lecture - High Altitude Syndromes

11/86 ACLS - OHSU - Megacode

11/86 OHSU Paramedic Training Program Lecture - Hypertensive Emergencies

10/86 MS4 End of Term Reports

09/86 Resident Oral Board Review - Examiner

08/86 MS4 lectures - Chest Pain

07/86 ACLS - OHSU - Intravenous Techniques and Megacode

06/86 ACLS - OHSU - Acid Base Balance

06/86 MS4 Lecture - Acute respiratory distress

05/86 MS4 Lecture - Common Infections in the Emergency Department  
 05/86 Basic Life Support - MS2  
 05/86 ACLS - Shock  
 04/86 Core Curriculum Lecture - Acute Pneumonia  
 04/86 ACLS - OHSU - Megacode  
 04/86 MS4 Lecture - Hypothermia  
 03/86 MS4 End of Term Reports  
 03/86 ACLS - Dysrhythmia, Megacode  
 02/86 MS4 Lectures - Stroke  
 01/86 ACLS - Megacode  
 01/86 MS4 Lecture - Environmental Emergencies  
 12/85 MS4 End of Term Reports  
 12/85 Core Curriculum - Suture skills  
 12/85 ACLS - Megacode - OHSU Critical Care Nurses  
 11/85 OHSU Paramedic Student Lecture - Pneumonia  
 11/85 MS4 lecture - Environmental Emergencies  
 10/85 OHSU Paramedic Student Lecture - Central Lines  
 08/85 ACLS Instructor - Megacode  
 08/85 ACLS - Sudden Cardiac Death, Megacode  
 07/85 ACLS - Sudden Cardiac Death, Megacode  
 07/85 OHSU Paramedic Final Exam - Orals  
 06/85 Basic Life Support - MS2  
 06/85 ACLS - Megacode  
 04/85 ACLS - Intravenous Techniques  
 10/84 OHSU Paramedic Training Program Lecture - Hypertensive Emergencies  
 07/84 MRH Prehospital Care Conference - Case Reviews  
 07/84 OHSU Paramedic Training Program - Oral Finals

07/84 ACLS - Megacode, Intravenous Techniques  
06/84 ACLS - Intravenous Techniques  
04/84 MS4 Lecture - Rational Uses of Antibiotics in the ED  
03/84 ACLS - Megacode  
03/84 OHSU Emergency Medicine Lecture Series (MS2-MS4) - Common Infections in the ED  
09/83 ACLS - Sudden Cardiac Death  
06/83 ACLS - Megacode Testing - Department of Medicine residents  
04/83 OHSU Paramedic Training Program - Oral Finals  
03/83 MRH Prehospital Care Conference - Case Reviews

07/92

jj



OREGON  
HEALTH SCIENCES UNIVERSITY

3181 S.W. Sam Jackson Park Road, Portland, OR 97201-3098  
(503) 494-7500, Fax (503) 494-4997

*Department of Emergency Medicine*

October 5, 1993

Mr. Bill Collins, Director  
Multnomah County EMS  
246 SW Stark Street, 9th Floor  
Portland OR 97204

Dear Bill,

I am writing with respect to Medical Resource Hospital representation on the Medical Advisory Board during the next year while Dr. Robert Norton is on sabbatical. Effective immediately, we would like Dr. Jon Jui to represent MRH on the MAB. I would request that your office contact Dr. Jui directly at 494-7500 regarding his assuming his responsibilities. Thank you for your assistance.

Sincerely,

John Moorhead, M.D., F.A.C.E.P.  
Professor and Chair

cc: Jon Jui, M.D.

**Multnomah County Emergency Medical Services Code  
Ordinance 652 2 (1990)**

**BUSINESS REGULATIONS**

6.32.058

- (3) Certify official acts;
- (4) Subpoena and require attendance of witnesses at meetings or hearings to determine compliance with this chapter;
- (5) Require the production of relevant documents;
- (6) Swear witnesses;
- (7) Take testimony of any person by deposition; and
- (8) Perform all other acts necessary to enforce the provisions of this chapter.

(F) There shall be established by the director an EMS central dispatch office within the bureau of emergency communications. The office shall receive emergency calls in the county and promptly dispatch the appropriate ambulance(s) nearest the location of the person in need of emergency aid. [Ord. 652 § 2 (1990); Ord. 669 § 2 (1990)]

**6.32.055. Medical advisory board created.**

(A) There is hereby created an EMS medical advisory board which shall consist of four licensed physicians interested and involved in pre-hospital emergency care, a registered nurse specializing in emergency care and two emergency medical technicians.

(B) The members of the medical advisory board shall be appointed in accordance with the county charter. They shall serve three-year terms. The members shall be selected as follows:

- (1) One physician shall be appointed from each of the following organizations: The Multnomah County Medical Society, the American College of Emergency Physicians, and the medical resource hospital established under this chapter; each organization shall submit two or more nominees;
- (2) A fourth physician shall be appointed as an at-large member;
- (3) The nurse shall be appointed from nominees submitted by the Emergency Department Nurses Association;
- (4) The EMT's shall be appointed from nominees submitted by organizations representing EMT's.

(C) Should a member resign before completing a term of office, a replacement shall be appointed in accord with the charter to complete the unexpired term.

(D) The members of the medical advisory board shall be reimbursed for authorized expenditures. [Ord. 652 § 2 (1990)]

**Charter reference**—Advisory boards and commissions, 3.70.

**6.32.057. Powers and duties.**

The EMS medical advisory board shall have the following powers and duties:

(A) Approve proposed actions by the director relating to protocols for pre-hospital patient care, emergency equipment, EMT training, and medications required to be carried on vehicles operated by licensees. The medical advisory board shall consult with the physician-advisors to the providers of emergency medical services, the medical resource hospital, the Multnomah County Medical Society, American College of Emergency Physicians, the Emergency Department Nurses Association, organizations representing EMT's and other affected organizations concerning these actions;

(B) Consult with appropriate persons, departments, agencies and organizations and advise the director on matters concerning the subject matter of this chapter; and

(C) Periodically review the policies and procedures of the medical resource hospital and report its findings and recommendations to the director.

[Ord. 652 § 2 (1990)]

**6.32.058. Provider board.**

(A) There is hereby created an EMS provider board which shall consist of a representative from each licensee under this chapter.

(B) The members of the provider board shall be appointed in accordance with the county charter and shall serve without compensation.

[Ord. 652 § 2 (1990)]

**Charter reference**—Advisory boards and commissions, 3.70.

MEETING DATE: NOV 09 1993

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Ratification of Agreement with state Children's Services Division

**BOARD BRIEFING**      Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING:**      Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes or less

**DEPARTMENT:** HEALTH      **DIVISION:** \_\_\_\_\_

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

**PERSON(S) MAKING PRESENTATION:** Tom Fronk

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY      ☐ POLICY DIRECTION      ☒ APPROVAL      ☐ OTHER

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

Ratification of intergovernmental agreement with the state's Children's Services Division. County will be reimbursed for providing the services of a Public Health Nurse to develop and implement a program to strengthen the intervention and treatment services provided to abused and neglected children in substance abusing families.

*11/9/93 originals to Herman Brame*

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

OR

**DEPARTMENT MANAGER:** Bill Odegaard

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

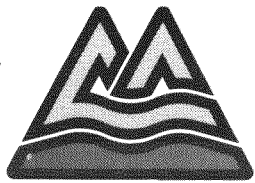
**Any Questions:**      Call the Office of the Board Clerk 248-3277/248-5222

0516C/63

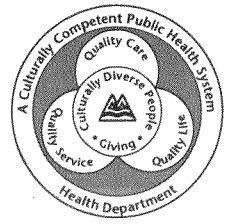
6/93

BOARD OF  
COUNTY COMMISSIONERS  
1993 NOV - 2 AM 9:40  
MULTNOMAH COUNTY  
OREGON





# MULTNOMAH COUNTY OREGON



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

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

## MEMORANDUM

TO: Board of County Commissioners

FROM: Bill Odegaard

REQUESTED PLACEMENT DATE: 11/4/93

DATE: 10/22/93

SUBJECT: Intergovernmental Agreement With State Childrens' Services Division

- I. Recommendation/Action Requested: The Board is requested to approve an intergovernmental agreement with the state Childrens' Services Division that reimburses the county for the services of a community health nurse.
- II. Background/Analysis: This agreement has been renewed annually since 1986. The county has assigned one full-time equivalent public health nurse to work out of a state Childrens' Services Division branch office. The public health nurse will work as a team member to develop and implement a program to strengthen the intervention and treatment services provided to abused and neglected children in subsidized housing families.
- III. Financial Impact: The state will reimburse the county for up to \$52,734 for the period October 1, 1993 to and including September 30, 1994.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to work cooperatively with other governmental agencies.
- VII. Citizens Participation: None
- VIII. Other Government Participation: The county public health nurse participates as a member of the state's PROJECT TEAM.



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

 Contract # 200644  
 Amendment # 1

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <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	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-2</u> DATE <u>11/9/93</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b> REVENUE <u>Retro.</u>
---	---	--

 Department HEALTH Division \_\_\_\_\_ Date \_\_\_\_\_

 Contract Originator Brame Phone x2670 Bldg/Room 160/2

 Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

 Description of Contract Provide Public Health Nurse to develop and implement services designed to strengthen the intervention and treatment services provided to abused and neglected children in substance abusing families.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

 ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ ORF

 Contractor Name Department of Human Resources  
Children's Services Division  
 Mailing Address 500 Summer Street NE  
Salem, Oregon 97310-1017

 Phone (503) 378-4121

Employer ID# or SS# \_\_\_\_\_

 Effective Date October 1, 1993

 Termination Date September 30, 1994

 Original Contract Amount \$ 52,734.00

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ \_\_\_\_\_

## REQUIRED SIGNATURES:-

 Department Manager Belli Odegard

 Purchasing Director (Class II Contracts Only) [Signature]

 County Counsel [Signature]

 County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

 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 ☐ No ☒

 Date 10/8/93

Date \_\_\_\_\_

 Date 10.17.93

 Date November 9, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT		INC/ DEC IND
01.	156	015	0753			2117		0389	Proj. Team	\$52,734.00		
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

## AMENDMENT OF INTERGOVERNMENTAL AGREEMENT

Log Number: 3-831 096511

Amendment Date: September 24, 1993

### Amendment # 2

The Agreement between the State of Oregon, Department of Human Resources, Children's Services Division, and

### MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES HEALTH DIVISION

CSD contract number 1-996, dated DECEMBER 23, 1991, is amended as follows:

1. Amend Item II Consideration, paragraph A (including any subparagraphs) only of the Document entitled SCHEDULE, to read as follows:

"A. As consideration for the services provided by the Agency, for the period beginning January 1, 1992 and ending September 30, 1994, the Division will pay to the Agency, by check(s), an amount not to exceed \$140,579.00, to be paid as follows:

1. For the period beginning January 1, 1992 and ending September 30, 1992; an amount not to exceed \$39,406.00 paid as follows:
  - a. Salary and fringe benefits for the public health nurse paid at the rate of \$4,080.00 per month for an amount not to exceed \$36,715.00 for a maximum of 9 months.
  - b. Travel costs paid as follows:
    1. \$35.00 per month plus
    2. \$0.21 per milefor an amount not to exceed of \$678.00. This is the rates that the Agency has contracted with the Oregon Nurses Association to reimburse public health nurses for their travel.
  - c. An amount not to exceed \$1,300.00 for supplies.
  - d. An amount not to exceed \$113.00 for training.
  - e. An amount not to exceed \$600.00 for data processing postage, telephone, and related office expenses.

A budget for the period January 1, 1992, through September 30, 1992, is included

2. For the period beginning October 1, 1992, and ending September 30, 1993; an amount not to exceed \$48,439.00, reimbursement paid as follows:
  - a. Wages for the public health nurse reimbursed as follows:
    1. For the period beginning October 1, 1992, and ending January 31, 1993, an amount not to exceed \$8,803.00, reimbursed at the rate of \$15.81 per hour, for a maximum of 556.8 hours.
    2. For the period beginning February 1, 1993, and ending June 30, 1993, an amount not to exceed \$14,312.00, reimbursed at the rate of \$16.45 per hour, for a maximum of 870.0 hours.
    3. For the period beginning July 1, 1993, and ending September 30, 1993, an amount not to exceed \$8,843.00, reimbursed at the rate of \$16.94 per hour, for a maximum of 538.2 hours.
  - b. Other payroll expense for the public health nurse, reimbursed at actual and reasonable cost for an amount not to exceed \$12,783.00.
  - c. Travel costs reimbursed as follows:
    1. \$35.00 per month plus
    2. \$0.21 per mile traveledfor an amount not to exceed of \$1,241.00. This is the rates that the Agency has

- contracted with the Oregon Nurses Association to reimburse public health nurses for their travel.
- d. Data processing support for public health nurse, payable as a lump sum amount after the Agreement is signed and the Division's acceptance of the Agency's billing, for an amount not to exceed \$150.00.
  - e. Indirect costs for supervision and payroll preparation for the public health nurse, reimbursed at the rate of 5% of the amounts reimbursed above in Item II.A.2.a through d (inclusive), for an amount not to exceed \$2,307.00.
3. For the period beginning October 1, 1993, and ending September 30, 1994, an amount not to exceed \$52,734.00, reimbursement paid as follows:
- a. For public health nurse salary, an amount not to exceed \$35,893.00, reimbursed as follows:
    1. For the period beginning October 1, 1993, and ending February 28, 1994, reimbursed at the rate of \$16.94 per hour.
    2. For the period beginning March 1, 1994, and ending September 30, 1994, reimbursed at the rate of \$17.63 per hour.
  - b. Other payroll expense for the public health nurse, reimbursed at actual and reasonable cost for an amount not to exceed \$13,004.00.
  - c. Travel costs reimbursed as follows:
    1. \$35.00 per month plus
    2. \$0.21 per mile traveled
 for an amount not to exceed of \$1,176.00. This is the rates that the Agency has contracted with the Oregon Nurses Association to reimburse public health nurses for their travel.
  - d. Data processing support for public health nurse, payable as a lump sum amount after the Agreement is signed and the Division's acceptance of the Agency's billing, for an amount not to exceed \$150.00.
  - e. Indirect costs for supervision and payroll preparation for the public health nurse, reimbursed at the rate of 5% of the amounts reimbursed above in Item II.A.3.a through d (inclusive), for an amount not to exceed \$2,511.00.

All other terms, provisions, and conditions of this contract remain unchanged.  
This amendment shall be effective upon signature of both parties.

Reviewed by CSD Contracts Officer: [Signature] Date: 9/24/93  
Approved for Legal Sufficiency: [Signature] Assist. AG Date: 9/28/93  
AGREED: AGENCY AGREED: CHILDREN'S SERVICES DIVISION

MULTNOMAH COUNTY Department of

Human Services, Health Division

426 SW Stark, 8th Floor

Portland, Oregon 97204

By \_\_\_\_\_

Date \_\_\_\_\_

FED. ID: 1-936002308 A2

By \_\_\_\_\_

Date: \_\_\_\_\_

BUDGET: 91-93

93-93

By: [Signature]  
Beverly Stein  
Multnomah County Chair  
Date: November 9, 1993

REVIEWED:

LAURENCE B. KRESSEL, County  
Counsel for Multnomah County,  
Oregon

By: [Signature]

Date: 10-17-93

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 11/9/93  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: NOV 09 1993

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Intergovernmental Agreement with Oregon Health Sciences University

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: \_\_\_\_\_

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

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Ratification of Intergovernmental Agreement with Oregon Health Sciences for the provision of rape evidentiary examinations for adults on an emergency basis. The county will pay the hospital for the service.

*11/10/93 originals to Herman Beame*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Billi Odgaard

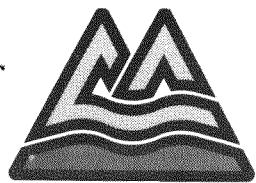
ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

BOARD OF  
COUNTY COMMISSIONERS  
1993 NOV - 2 AM 9:40  
MULTI-COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON



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

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

## MEMORANDUM

TO: Board of County Commissioners  
FROM: Bill Odgaard  
REQUESTED PLACEMENT DATE: 11/4/93  
DATE: 10/22/93  
SUBJECT: Intergovernmental Agreement With Oregon Health Sciences University

- I. Recommendation/Action Requested: The Board is requested to approve an intergovernmental agreement with Oregon Health Sciences University for the provision of rape evidentiary examinations for adults on an emergency basis.
- II. Background/Analysis: Several years ago, the district attorney for Multnomah County's Victim's Assistance Program negotiated with the CARES Program at Emanuel Hospital to provide rape evidentiary exams for victims of sexual assault who are 14 years of age and under. This agreement is a renewal of an agreement providing rape evidentiary exams for adults.
- III. Financial Impact: The Health Department budget \$25,000 for FY93-94 to pay for rape evidentiary exams.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to work cooperatively with other governmental agencies.
- VII. Citizens Participation: None
- VIII. Other Government Participation: OHSU can provide a full range of examination services, emergency, and long-term medical treatment as required.



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

 Contract # 200714  
 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 type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-3</u> DATE <u>11/9/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

 Department HEALTH Division \_\_\_\_\_ Date \_\_\_\_\_  
 Contract Originator Brame Phone x2670 Bldg/Room 160/2  
 Administrative Contact Fronk Phone x4274 Bldg/Room 160/7  
 Description of Contract Provide sexual assault evidentiary exams.

 RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date Hospital Emergency  
 ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF Exemption
Contractor Name Oregon Health Sciences University
 Mailing Address 3181 S.W. Sam Jackson Park Rd  
Portland, Oregon (97201-3098)
Phone 494-3662 or 494-4662

Employer ID# or SS# \_\_\_\_\_

Effective Date Upon ExecutionTermination Date August 31, 1994Original Contract Amount \$ Requirements

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ \_\_\_\_\_

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☒ Monthly \$ 200/exam. ☐ Net 30☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_

## REQUIRED SIGNATURES:

Department Manager Billi OdegaardPurchasing Director \_\_\_\_\_  
(Class II Contracts Only)County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration \_\_\_\_\_  
(Class I, Class II Contracts Only)Encumber: Yes ☐ No ☐Date 10/8/93

Date \_\_\_\_\_

Date 10-17-93Date November 9, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0890			6110		0399	OHSU-RE	Requirements	
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

AMENDMENT 1  
AGREEMENT BETWEEN  
UNIVERSITY HOSPITAL  
AND  
MULTNOMAH COUNTY HEALTH DEPARTMENT  
FOR  
  
SEXUAL ASSAULT

This is an amendment to agreement H-93-011 between the State of Oregon acting by and through the State Board of Higher Education for and on behalf of University Hospital of the Oregon Health Sciences University ("UNIVERSITY HOSPITAL") and Multnomah County of Oregon, Health Department, located in Portland, Oregon, ("MULTNOMAH COUNTY").

WHEREAS, MULTNOMAH COUNTY wishes to obtain evidentiary examinations for adult victims of sexual assaults occurring in the county; and

WHEREAS, UNIVERSITY HOSPITAL desires to provide to MULTNOMAH COUNTY sexual assault evidentiary exams under the terms and conditions hereinafter set forth; and

WHEREAS, the agreement may be extended for an additional year;

NOW, THEREFORE, it is agreed between the parties:

I. Section II, paragraph A. will be revised to read:

A. MULTNOMAH COUNTY will pay UNIVERSITY HOSPITAL \$200 for each examination performed under this agreement.

II. Section III. COMPENSATION WILL BE AS FOLLOWS: will be revised to read:



- A. UNIVERSITY HOSPITAL will promptly bill available and identified third (3rd) party payors.
- B. UNIVERSITY HOSPITAL will bill MULTNOMAH COUNTY at 60 days from billing date to third parties for all payments not received from billed third parties. Invoices will be sent to:

Health Department  
Fiscal Services  
P.O. Box 400046  
Portland. OR 97204

- C. MULTNOMAH COUNTY agrees that these efforts by UNIVERSITY HOSPITAL to bill and collect from third parties shall be sufficient in meeting the intent of this agreement concerning collection efforts.
- D. MULTNOMAH COUNTY will pay UNIVERSITY HOSPITAL within 30 days following receipt of invoice.
- E. UNIVERSITY HOSPITAL will refund to MULTNOMAH COUNTY any credit balance on an individual account in excess of billed charges resulting from collection from third party for services rendered in accordance with this agreement.

III. Section IV, 5. Term of Agreement. will be revised to read:

- A. This Agreement shall be effective upon execution and shall continue through August 31, 1994.

III. This amendment shall be effective upon execution and shall remain in effect until or unless the Agreement effective January 20, 1993 is terminated. In all other respects, this Agreement shall remain in full force and effect.

State of Oregon Acting By and Through  
the State Board of Higher Education on  
behalf of University Hospital of the  
Oregon Health Sciences University

3181 SW Sam Jackson Park Road  
Portland, Oregon 97201  
(503) 494-8548

Multnomah County  
Health Department

426 SW Stark, 2nd Floor  
Portland, Oregon 97201  
(503) 248-3674

By

\_\_\_\_\_  
Thomas G. Fox, Ph.D.      Date  
Vice President for Development  
and Public Affairs

By

Beverly Stein      11/9/93  
Beverly Stein      Date  
Multnomah County Chair

By

Billi Odegard      10/8/93  
Billi Odegard      Date  
Director

By

Tomson      10-6-93  
Program Manager      Date

Reviewed:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By

H. H. Lazenby, Jr.      10-17-93  
H. H. Lazenby, Jr.      Date

H:\SHARED\SUPPORT\KSG1\WP\CONTRACT\ASSULT1.COM  
9/ 7/93

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3      DATE 11/9/93  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: NOV 09 1993

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Ratification of intergovernmental agreement with Oregon Health Sciences University

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: \_\_\_\_\_

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

PERSON(S) MAKING PRESENTATION: 5 minutes or less

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Ratification of intergovernmental agreement with Oregon Health Sciences University School of Nursing for the provision of learning experiences at county facilities for Nursing students. No direct cost is involved.

*11/10/93 originals to Herman Brane*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Billie Odegaard

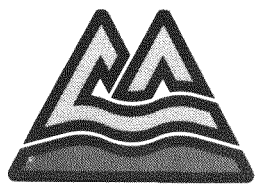
BOARD OF  
COUNTY COMMISSIONERS  
1993 NOV -2 AM 9:40  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

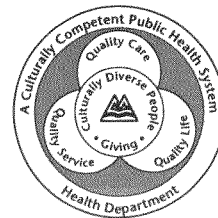
Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

0516C/63

6/93



# MULTNOMAH COUNTY OREGON



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

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

## MEMORANDUM

TO: Board of County Commissioners

FROM: Bill *Bull* Odgaard

REQUESTED PLACEMENT DATE: 11/4/93

DATE: 10/22/93

SUBJECT: Intergovernmental Agreement With Oregon Health Sciences University  
School of Nursing

- I. Recommendation/Action Requested: The Board is requested to approve an intergovernmental agreement with Oregon Health Sciences University School of Nursing providing required learning experiences for faculty and students at county clinics.
- II. Background/Analysis: The county and Oregon Health Sciences University School of Nursing wish to renew this agreement that expired June 30, 1993. The county and its clients will benefit from the activities of the faculty and students.
- III. Financial Impact: None
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies:  
Continues the County's affiliation relationship with local school.
- VII. Citizens Participation: None
- VIII. Other Government Participation: The agreement will continue efforts to involve state and local government in a concerted effort to provide quality nursing training and care.



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

 Contract # 200894  
 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 type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-4</u> DATE <u>11/9/93</u> <u>DEB BOGSTAD</u> BOARD CLERK <u>renewal</u>

 Department HEALTH Division \_\_\_\_\_ Date \_\_\_\_\_  
 Contract Originator Brame Phone x2670 Bldg/Room 160/2  
 Administrative Contact Fronk Phone x4274 Bldg/Room 160/7  
 Description of Contract Provision of learning experiences for Nursing students at county sites.

 RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_  
 ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ ORF

 Contractor Name Oregon Health Sciences University  
School of Nursing  
 Mailing Address 3181 S.W. Sam Jackson Park Road  
Portland, Oregon 97201-3098
Phone 494-7790

Employer ID# or SS# \_\_\_\_\_

Effective Date Upon ExecutionTermination Date Until cancelled by either or both partiesOriginal Contract Amount \$ N/A

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ \_\_\_\_\_

Remittance Address \_\_\_\_\_  
(If Different)

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☐ Monthly \$ \_\_\_\_\_ ☐ Net 30☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_

## REQUIRED SIGNATURES:

Department Manager Billi OdegaardPurchasing Director \_\_\_\_\_  
(Class II Contracts Only)County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration \_\_\_\_\_  
(Class I, Class II Contracts Only)Encumber: Yes ☐ No ☐Date 10/16/93

Date \_\_\_\_\_

Date 11-1-93Date November 9, 1993

Date \_\_\_\_\_

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		INC/DEC IND
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	
01.	156	015	0705			6110		0300		N/A	
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

HEALTH PROFESSION  
EDUCATION AND TRAINING  
AGREEMENT

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1993,  
by and between MULTNOMAH COUNTY, a political subdivision of the State of  
Oregon, acting by and through its Health Department (hereinafter referred to  
as "COUNTY") and Oregon Health Sciences University (hereinafter referred to as  
"SCHOOL"),

W I T N E S S E T H

Whereas, COUNTY can provide a portion of the learning experience for the  
School of Nursing at SCHOOL,

Whereas, the School of Nursing at SCHOOL intends to provide its faculty  
and students with a portion of required learning experiences at COUNTY  
worksites.

Whereas, SCHOOL intends to provide its faculty and students with a portion  
of required learning experiences at COUNTY worksites.

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

GENERAL PROVISIONS

- A. The parties agree to cooperate in the provision of work experience at  
COUNTY for SCHOOL students seeking certification, undergraduate, or  
graduate degrees in a health-related field.
- B. The number of students, location of placements, and amount of clinical  
supervision of students by faculty of SCHOOL shall be agreed upon mutually  
by the parties to this Agreement.
- C. It is understood that circumstances might arise affecting either party  
which would prevent placement of students in the COUNTY during any  
particular quarter of the school year.
- D. This Agreement will be reviewed annually by the parties concerned.  
Interim conferences will also be held in the interest of mutually  
acceptable planning and solving problems that might arise.

SCHOOL RESPONSIBILITIES

- A. The SCHOOL will assure that faculty and students assigned to COUNTY  
worksites have required immunizations as indicated in Attachment A.
- B. The SCHOOL will require faculty and students assigned to COUNTY worksites  
adhere to all COUNTY policies and procedures.
- C. The SCHOOL will provide COUNTY with a proposed schedule of work/education.

- D. The SCHOOL will assure compliance of faculty and students with all training and vaccination requirements of the Oregon Occupational Safety and Health Administration (OSHA) prior to work experience in the COUNTY.
- E. The SCHOOL will provide postexposure evaluation and follow-up for faculty and students who, in the course of their work experience, are exposed to blood or body fluids or who otherwise may have an increased risk of contracting hepatitis B or HIV infection.
- F. The SCHOOL will provide, without cost to the COUNTY, the faculty resources and supervision necessary for direction of the students covered by this Agreement.
- G. The SCHOOL will assign faculty to be responsible for the students' educational experience in the COUNTY, and will plan cooperatively with the COUNTY for appropriate orientation of faculty and students without cost to the COUNTY.
- H. The SCHOOL faculty members responsible for the supervision of students will meet with appropriate COUNTY personnel and interpret the student programs. They also will be responsible for obtaining an understanding of current COUNTY policies, protocols, procedures, and practices sufficient to direct the students in COUNTY setting.
- I. The SCHOOL will plan for the learning experiences of each of its students to include case selection, hours for class and laboratory practice, course content, methods of teaching, and evaluation of students' programs in meeting course objectives.
- J. The SCHOOL, through the assignments made by its faculty, is responsible for the quality of patient care given by students as a part of the work experience.

#### COUNTY RESPONSIBILITIES

- A. The COUNTY will provide, without cost to the SCHOOL and its students, clinical resources and facilities for use in their educational experiences.
- B. The COUNTY will provide clinical experience as mutually agreed upon by the SCHOOL and the COUNTY.
- C. The COUNTY will provide orientation to faculty and students as mutually agreed upon by both parties.
- D. Services provided to patients by faculty and students of SCHOOL will accrue to the COUNTY's total service record.

#### INDEMNIFICATION

- A. SCHOOL shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of SCHOOL, 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 the Oregon Constitution, Article XI, Section 7.

- B. COUNTY hereby promises and agrees to indemnify and save harmless SCHOOL, its officers, agents, and employees from all liability, claims, suits, action, and other proceedings arising out of or in any manner related to COUNTY's performance hereunder.
- C. SCHOOL expressly agrees that the faculty and students are, and remain, agents of the SCHOOL. In no way are the faculty or students to be considered agents, employees, or officers of COUNTY.

#### WORKERS' COMPENSATION INSURANCE AND MALPRACTICE LIABILITY INSURANCE

- A. SCHOOL shall maintain workers' compensation insurance coverage for faculty during their work experience in COUNTY either as a carrier or insured employers as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current workers' compensation insurance or a copy thereof is attached to this agreement as an exhibit. SCHOOL faculty and students are covered by the State of Oregon self-insurance plan, pursuant to ORS 30.268 while at the agency when acting within the scope of their assignment by SCHOOL.
- B. If SCHOOL's workers' compensation insurance or malpractice liability coverage is due to expire before completion of the student placement, SCHOOL will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.

#### THIRD-PARTY ACCESS TO RECORDS

- A. The COUNTY's authorized representatives shall have access to the books, documents, papers, and records of SCHOOL, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

#### OWNERSHIP OF WORK PRODUCT

- A. All work of the SCHOOL performed or created under this Agreement is the exclusive property of the COUNTY.

#### ADHERENCE TO LAW

- A. The SCHOOL shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- B. The COUNTY will comply with the applicable provisions of ORS Chapter 279, covering public contracts.

#### NONDISCRIMINATION

- A. SCHOOL agrees to comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.
- B. COUNTY agrees to comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.



EARLY TERMINATION

- A. This Agreement will be in effect for one year from the date of execution. However, this Agreement may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.
- B. Termination under provision of this paragraph shall not affect any right, obligation, or liability of SCHOOL or liability of COUNTY which occurred prior to termination.

State of Oregon acting by and through  
the State Board of Higher Education on  
behalf of:

OREGON HEALTH SCIENCES UNIVERSITY

By: *for* Daniel C. Bunnell

Thomas G. Fox, PhD  
Vice President

Date: 10/8/93

93-600-1786

Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By: *Beverly Stein*

Beverly Stein, Chair  
Board of Commissioners

Date: November 9, 1993

HEALTH DEPARTMENT

By: *Billi Odgaard*

Billi Odgaard, Director

Date: 10/19/93

By: *Janice E. Alston*

Program Manager,

Date: 10-15-93

REVIEWED:

Laurence B. Kressel, County Counsel  
for Multnomah County, Oregon

By: *H. H. Lazenby, Jr*

H. H. Lazenby, Jr

Date: 11-1-93

APPROVED MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # C-4 DATE 11/9/93

DEB BOGSTAD

BOARD CLERK

## Attachment A

Before placement in COUNTY for any student experience with direct client contact, SCHOOL shall ensure that students:

1. Are current with immunizations for
  - a) Tetanus,
  - b) Diphtheria, and
  - c) Influenza (one dose each fall)
2. Have documented immunity to measles and rubella
3. Have completed or are currently receiving the series of hepatitis B vaccines or are willing to sign a hepatitis B declination form.

MEETING DATE: NOV 09 1993

AGENDA NO: C-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of intergovernmental agreement with Oregon Health Sciences University

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes or less

DEPARTMENT: HEALTH DIVISION: \_\_\_\_\_

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

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Ratification of intergovernmental agreement with Oregon Health Sciences University for the provision of Radiologic Consultation services for the interpretation of x-rays referred from the county during normal working hours.

*11/10/93 Originals to Herman Beame*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 NOV - 2 AM 9:41

SIGNATURES REQUIRED:

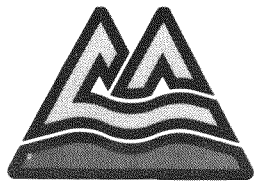
ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Belli Adigaard

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

TO: Board of County Commissioners  
FROM: B. J. Odegaard  
REQUESTED PLACEMENT DATE: November 18, 1993  
DATE: October 26, 1993  
SUBJECT: Ratification of Intergovernmental Agreement with Oregon Health Sciences University Department of Diagnostic Radiology

- I. Recommendation/Action Requested:  
The Board is requested to approve this intergovernmental agreement with Oregon Health Sciences University for the provision of Radiologist Consultation Services.
- II. Background/Analysis:  
The first contract for Radiologic Consultation Services was awarded to East Portland Imaging Center, PC, as a result of an RFP dated February 17, 1987. The county's Lab Supervisor invited OHSU to make a competitive bid for the contract. Not only does OHSU have superior radiologic services, they provide services at the lowest price.
- III. Financial Impact:  
The services will be provided at a cost much lower than in prior years.
- IV. Legal Issues: None
- V. Controversial Issues: Should be none.
- VI. Link to Current County Policy: Cooperative working with other government agencies.
- VII. Citizens Participation: None
- VIII. Other Government Participation: None

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200904

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 type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-5</u> DATE <u>11/9/93</u> <u>DEB BOGSTAD</u> BOARD CLERK <u>Retno.</u>

Department HEALTH Division \_\_\_\_\_ Date \_\_\_\_\_Contract Originator Brame Phone x2670 Bldg/Room 160/2Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract Provision of radiologic consultation services for the interpretation of x-rays referred from COUNTY during normal work hours (8 a.m. to 5 p.m.) Monday through Friday.RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date Govt. Exempt.ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF
 Contractor Name Oregon Health Sciences University  
School of Medicine  
Department of Diagnostic Radiology  
 Mailing Address 3181 S.W. Sam Jackson Park Road  
Portland, Oregon 97201-3098
Phone 494-4498

Employer ID# or SS# \_\_\_\_\_

Effective Date November 1, 1993Termination Date October 31, 1994Original Contract Amount \$ Requirements

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ \_\_\_\_\_

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☐ Monthly \$ \_\_\_\_\_ ☐ Net 30☒ Other \$5.48 per reading ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_**REQUIRED SIGNATURES:**

Department Manager \_\_\_\_\_

Purchasing Director \_\_\_\_\_  
(Class II Contracts Only)County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration \_\_\_\_\_  
(Class I, Class II Contracts Only)Encumber: Yes ☐ No ☐

Date \_\_\_\_\_

Date \_\_\_\_\_

Date November 1, 1993Date November 9, 1993

Date \_\_\_\_\_

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0420			6110				Requirements	75%
02.	156	015	0950			6110				Requirements	25%
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

RADIOLOGIC SERVICES CONTRACT

THIS CONTRACT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 1993, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and OREGON HEALTH SCIENCES UNIVERSITY, acting by and through the Oregon State Board of Higher Education on behalf of the State of Oregon (hereinafter referred to as "STATE"),

W I T N E S S E T H :

WHEREAS, COUNTY's Health Department requires services which STATE is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, STATE is licensed by the Board of Medical Examiners and Board Certified by the American Board of Radiology, and is able and prepared to provide such services as COUNTY does hereinafter require, under those terms and conditions set forth; now, therefore,

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

1. Term.

The term of this Contract shall be from November 1, 1993, to and including October 31, 1994, unless sooner terminated under the provisions in paragraph 14.

2. Services.

A. STATE's services under this Contract shall consist of the following:

1) Provide radiologic consultation services for the interpretation of x-rays referred from COUNTY during normal work hours (8 a.m. to 5 p.m.) Monday through Friday.

2) Automatic notification to ordering physician in the event of critical findings.

3) Provide "STAT" service when requested.

4) Provide at reports on referred films which will include the following:

a. Most likely differential diagnosis when pathology is present.

b. Client name and aka's.

c. Client date of birth.

d. Client identification.

e. Name of ordering provider.

- f. Name of ordering facility.
- g. Pertinent comment.
- h. Date film was taken.
- i. Date film was read.
- j. Radiologist signature.

5) Turnaround time for the Corrections Health Clinic's written evaluations must be no more than 24 hours from receipt of film. Results of film received by STATE on a Friday or day before a holiday will be called to Corrections Health Clinic (248-3976) that day with the written report to follow.

6) Turnaround time for the remaining facilities written evaluations must be no more than three working days from receipt of film.

B. COUNTY's services under this Contract shall consist of the following:

Arrange the schedule for the pickup and delivery of films between STATE'S clinic and COUNTY's clinics.

### 3. Compensation.

A. COUNTY agrees to pay STATE for performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

- 1) \$5.45 per each reading.

B. COUNTY certifies that either federal, state or local funds are available and authorized to finance the costs of this Contract. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Contract funding accordingly. COUNTY will notify STATE as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.

C. All final billings affecting Contract payments must be received within thirty (30) days after the end of the Contract period. Contract payments not triggered or billed within this specified time period will be the sole responsibility of STATE.

D. COUNTY makes no guarantee as to the quantity of referrals that will be made from this Contract.

E. STATE will send monthly invoices (separated by referring facility) to Health Department, Fiscal Services, PO Box 40046, Portland, Oregon 97240.

### 4. Contractor is Independent Contractor

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

C. COUNTY shall defend, hold and save harmless STATE, 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 Contract 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.

5. Workers Compensation

A. STATE shall maintain Workers' Compensation insurance coverage for all nonexempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

6. Contractor Identification

STATE shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service.

7. Subcontracts and Assignment

STATE shall neither subcontract with others for any of the work prescribed herein, nor assign any of STATE's rights acquired hereunder without obtaining prior written approval from COUNTY. COUNTY by this Contract incurs no liability to third persons for payment of any compensation provided herein to STATE.

8. Access to Records

A. STATE agrees to permit authorized representatives of COUNTY, and/or the applicable Federal or State government audit agency to make such review of the records of the STATE as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. STATE shall permit authorized representatives of COUNTY Health Department to site visit all programs covered by this Contract. Contract costs disallowed as the result of such audits, review or site visits will be the sole responsibility of STATE. If a Contract cost is disallowed after reimbursement has occurred, STATE will make prompt repayment of such costs.

9. Adherence to Law

A. STATE shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.

B. STATE shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, STATE must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive



Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. STATE will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

10. Modification

A. In the event that COUNTY's Contract obligation is amended by a federal or state initiated change, COUNTY shall amend this Contract through written notification of changes sent to STATE by mail. STATE shall sign the amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

B. Any other amendments to the provisions of this Contract, whether COUNTY or STATE initiated, shall be reduced to writing and signed by both parties.

11. Integration

This Contract contains the entire Contract between the parties and supersedes all prior written or oral discussions or Contracts.

12. Nonviolation of Tax Laws

STATE hereby certifies under penalty of perjury that to the best of STATE's knowledge, STATE is not in violation of any Oregon tax laws described in ORS 305.380(4).

13. Early Termination

A. Violation of any of the rules, procedures, attachments, or conditions of this Contract may, at the option of either party, be cause for termination of the Contract and, unless and until corrected, of funding support by COUNTY and services by STATE, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party of any violation of this Contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Contract.

B. This Contract may be terminated by either party by thirty (30) days written notice to the other party.

C. Immediate termination or amendment 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 STATE to provide a service under this Contract.

2) Upon notice if STATE fails to start-up services on the date specified in this Contract, or if STATE fails to continue to provide service for the entire Contract period.

3) Upon notice to COUNTY of evidence that STATE has endangered or is endangering the health and safety of clients/residents, staff, or the public.

4) Upon evidence of STATE'S financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

D. Payment to STATE will include all services provided through the day of termination and shall be in full satisfaction of all claims by STATE against COUNTY under this Contract.

E. Termination under any provision of this section shall not affect any right, obligation or liability of STATE or COUNTY which accrued prior to such termination.

#### 14. Litigation.

A. In cases of litigation arising out of this Contract between COUNTY and STATE, the prevailing party to litigation shall be entitled to reasonable attorney's fees.

B. STATE shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against STATE or any subcontractor of which STATE may be aware of which may result in litigation related in any way to this Contract.

#### 15. Oregon Law and Forum

This Contract shall be construed according to the law of the state of Oregon.

#### 16. Record Confidentiality

STATE agrees to keep all client records confidential in accordance with State and Federal statutes and rules governing confidentiality.

#### 17. Certification Regarding Lobbying.

A. No federal appropriated funds can be or will be paid, by or on behalf of the STATE, to any person for influencing or attempting to influence an officer or an 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 contract, the STATE shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly appointed officers the date first written above.

OREGON HEALTH SCIENCES UNIVERSITY

By \_\_\_\_\_

Date \_\_\_\_\_

93-6001786W  
(Contractor's Federal I.D. #)

MULTNOMAH COUNTY, OREGON

By Beverly Stein

Beverly Stein  
Multnomah County Chair

Date November 9, 1993

HEALTH DEPARTMENT

By Billi Odegaard

Billi Odegaard, Director

Date 10/27/93

HEALTH DEPARTMENT

By [Signature]

Program Manager

Date 10/27/93

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By [Signature]

H. H. Lazenby, Jr.

Date 11-1-93

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-5 DATE 11/9/93  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: NOV 09 1993

AGENDA NO: C-6

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Ratification of Intergovernmental Agreement with Oregon Department of Human Resources, Office of Medical Assistance Programs

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: \_\_\_\_\_

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

PERSON(S) MAKING PRESENTATION: Fronk

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Ratification of agreement with Oregon Department of Human Resources, Office of Medical Assistance Programs for the reimbursement of HIV Targeted Case Management Program services provided by the county. Upon receipt of valid electronic claims from county the state agrees to pay county at current medicaid rates for services provided.

*11/10/93 originals to Herman Brune*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Billi Odegard

BOARD OF  
COUNTY COMMISSIONERS  
1993 NOV -2 AM 9:40  
MULTI-COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93



# MULTNOMAH COUNTY OREGON



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

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

## MEMORANDUM

TO: Board of County Commissioners

FROM: Bill Odgaard

REQUESTED PLACEMENT DATE: 11/4/93

DATE: 10/22/93

SUBJECT: Intergovernmental Agreement With Oregon Department of Human Resources  
and the Office of Medical Assistance Programs

- I. Recommendation/Action Requested: The Board is requested to approve an intergovernmental agreement with the Oregon Department of Human Resources and the Office of Medical Assistance Programs reimbursing the county for HIV-Targeted Case Management Program services.
- II. Background/Analysis: The county provides HIV services to medical assistance-eligible client. This agreement ensures that the services are documented, processed, and paid appropriately through the county's electronic billing system. State reimburses the county at current Medicaid rates for services provided. This agreement is a renewal of a prior agreement.
- III. Financial Impact: Reimbursement at current Medicaid rate for services provided to eligible clients.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to work cooperatively with other governmental agencies.
- VII. Citizens Participation: None
- VIII. Other Government Participation: None

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200924

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 type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-6</u> DATE <u>11/9/93</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b> REVENUE

Department HEALTH Division \_\_\_\_\_ Date \_\_\_\_\_Contract Originator Brame Phone x2670 Bldg/Room 160/2Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract Reimbursement of HIV Targeted Case Management Program Services.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Department of Human Resources  
Office of Medical Assistance ProgramsMailing Address 203 Public Service Bldg.  
Salem, Oregon 97310Phone 378-2263

Employer ID# or SS# \_\_\_\_\_

Effective Date July 1, 1993Termination Date Until terminated by either partyOriginal Contract Amount \$ Consent  
with 60 days notice or by mutual

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ REQUIREMENTSRemittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input checked="" type="checkbox"/> Monthly \$ _____	Upon receipt of valid elec- tronic claim. <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 \$ _____	

**REQUIRED SIGNATURES:**Department Manager Billie OdegaardPurchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration  
(Class I, Class II Contracts Only) \_\_\_\_\_Encumber: Yes ☐ No ☐Date 10/8/93

Date \_\_\_\_\_

Date 9.9.93Date November 9, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	015	0490			2618			HIV/CM	REQUIREMENTS		
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

OMAP Agreement # 93-IGA-163

## INTERGOVERNMENTAL AGREEMENT

between  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
and  
MULTNOMAH COUNTY

entitled

### HIV TARGETED CASE MANAGEMENT AGREEMENT

This Agreement is between the Office of Medical Assistance Programs, referred to as "OMAP" in this Agreement and MULTNOMAH County, referred to as "County" in this Agreement.

The purpose of this Agreement is to ensure that services provided by County under the HIV (Human Immune Virus) Targeted Case Management Program that are eligible for reimbursement under the Oregon Medical Assistance Program and provided to Medical Assistance eligible clients are documented, processed, and paid appropriately.

This Agreement replaces the previous Agreement of the same name signed December 17, 1992.

### TERMS AND CONDITIONS

#### 1. TERM

This Agreement is effective July 1, 1993 and shall be effective until terminated by mutual consent of the parties or by any of the parties upon sixty days' written notice delivered by mail or in person to the parties.

Any of the parties may terminate this Agreement without notice if legislatively appropriated funds are no longer available or federal government requirements mandate a cessation to the work described herein.

#### 2. SERVICES

- a. The parties agree that the services provided under this Agreement are subject to OMAP administrative rules.
- b. County agrees to provide those services under the HIV Targeted Case Management Program which are eligible for reimbursement under the Oregon Medical Assistance Program for Medical Assistance eligible clients.



Barbara Roberts  
Governor

500 Summer Street NE  
Salem OR 97310-1014  
Salem - (503) 378-2263  
FAX - (503) 373-7689  
TDD - (503) 378-6791

3. DOCUMENTATION OF SERVICES PROVIDED

County agrees to submit claims electronically with sufficient documentation, and in the required format, to be paid by OMAP through the Medical Management Information System (MMIS). Required billing information shall include, but not be limited to, the following: appropriate service codes (CPT Codes); date(s) of service;; Medical Assistance "prime number(s)" (i.e., unique eligibility number(s) of the client(s) served; and, County's Medical Assistance provider number and performing provider number, if required.

4. PAYMENT AND SOURCES OF PAYMENT FOR SERVICES PROVIDED

- a. Upon receipt of a valid electronic claim from the County, OMAP agrees to pay County at current Medicaid rates for the services provided.
- b. OMAP agrees to process and pay County for all eligible claims with sufficient information within 30 days of receipt of a valid electronic claim.
- c. OMAP agrees to provide County with an invoice showing all payments to County on a monthly basis. The invoice shall identify the total share of payments made under this Agreement that is funded by federal financial participation (FFP) and the share paid with state funds, e.g., the non-federal portion of the payment.
- d. County agrees to reimburse OMAP for the non-federal portion of the payment within 30 days of receipt of the invoice from OMAP.
- e. County certifies that funds used to pay the non-federal portion to OMAP are not federal funds and will not be included as costs un any other County program and billed to OMAP. If County operates a Federally Qualified Health Center (FQHC), County agrees not to include the county share of the cost for the HIV Targeted Case Management Program in the FQHC cost statement.
- f. County agrees to make payments for the state fund portion in the name of the Oregon Medical Assistance Program and send payments to:

SDSD Accounting  
Attention: HIV Targeted Case Management  
Human Resources Building - 4th Floor  
500 Summer Street NE  
Salem, OR 97310-1015



5. AMENDMENTS TO THIS AGREEMENT

The terms of this agreement shall not be waived, altered, modified, or amended in any manner whatsoever except by written instrument signed by all parties to this Agreement.

6. RETIREMENT SYSTEM STATUS

- a. Contractor is **not** a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this contract.. Contractor will not be eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, workers' compensation, or the Public Employees' Retirement System, except as a self-employed individual or entity.

7. GOVERNMENT EMPLOYMENT STATUS

The funds to pay Contractor will be charged against federal funds. The Contractor hereby certifies that it is not currently employed by the Federal Government for the work being performed under this Contract.

8. SUBCONTRACTS & ASSIGNMENT

Contractor shall not enter into any subcontracts for any of the work scheduled under this contract or assign or transfer any of its interest in this contract, without the prior written consent of OMAP.

9. DUAL PAYMENT

Contractor shall not be compensated for work performed under this contract by any other Agency of the State of Oregon.

10. FUNDS AVAILABLE & AUTHORIZED

- a. OMAP certifies at the time the contract is written that sufficient funds are included to finance costs of this contract within OMAP's 1993-95 agency request budget.

Payments for any work performed on or after July 1, 1993, are contingent on the Oregon Legislative Assembly approving OMAP's appropriation, limitation or other expenditure authority in an amount sufficient to allow OMAP to continue to make payments to Contractor under this contract. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations or other expenditure authority, OMAP may

terminate this contract, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

11. CONFIDENTIALITY OF INFORMATION

- b. All information as to personal facts and circumstances obtained by the Contractor on the client shall be treated as privileged communications, shall be held confidential to the extent that confidential treatment is provided for under State and Federal law, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.

The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all request from outside sources. OMAP, the Contractor and subcontractor will share information as necessary to effectively serve OMAP clients.

12. TERMINATION

- a. This contract may be terminated by mutual consent of both parties, or either party upon 30 days' notice, in writing, and delivered by certified mail or in person.
- b. The Office of Medical Assistance Programs may terminate this contract (in whole or any part) effective upon delivery of written notice to the Contractor, or at such later date as may be established by OMAP, in any of the following circumstances:
- 1) If OMAP funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. The contract may be modified or terminated to accommodate a reduction in funds.
  - 2) If federal or state regulations or guidelines are modified, changed or interpreted in such a way the services are no longer allowable or appropriate under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

- 3) If any license or certificate required by law or regulation to be held by Contractor to provide services required by this contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination

- c. OMAP by written notice of default (including breach of contract to the Contractor may terminate the whole or any part of this agreement:

- 1) If the Contractor fails to perform the services within the time specified herein or any extension thereof; or,
- 2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from OMAP, fails to correct such failures within 10 days or such longer period as OMAP may authorize.

The rights and remedies of OMAP provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided b;y law or under this contract.

#### 13. NONDISCRIMINATION

The Contractor agrees to comply all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. In addition, Contractor shall comply with all of the requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

#### 14. COMPLIANCE WITH APPLICABLE LAW

Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract. The Contractor specifically agrees that the provisions of ORS 279.312, 279.314, 279.316, and 279.320 shall govern performance of this contract.

- a. ORS 279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes.

Every public contract shall contain a condition that the contractor shall:

- 1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
  - 2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
  - 3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - 4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- b. ORS 279.314 Condition concerning payment of claims by public officers.
- 1) Every public contract shall also contain a clause or condition that, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.
  - 2) The payment of a claim in the manner authorized in this section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- c. ORS 279.316 Condition concerning hours of labor.
- 1) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for

personal services defined in ORS 279.051, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

- 2) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

d. ORS 279.310 Conditions concerning payment for medical care and providing workers' compensation.

- 1) Every public contract shall also contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care other needed care and attention, incident to sickness or injury, to their employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- 2) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.

e. Recycling

As required by ORS 279.555, in the performance of this contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

## 15. COMPLIANCE WITH TAX LAWS

ORS 305.385(6) states:

"No contract or other agreement for the purpose of providing goods, services or real estate space to any agency shall be entered into, renewed or extended with any person, unless the person certifies in writing, under

penalty of perjury, that the person is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 305.380(4)."

By signature on this Contract, Contractor hereby swears/affirms, under penalty of perjury as provided in ORS 305.385(6), that to the best of contractor's knowledge contractor is not in violation of any of the tax laws described in ORS 305.380(4).

16. STATE WORKERS' COMPENSATION ACT

The Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon Law for all their subject workers. Out-of-state employers must provide Oregon worker's compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage.

17. SPECIAL FEDERAL REQUIREMENTS

Contractor must comply with the relevant parts of 45 CFR Part 74, Part 80, Part 84, Part 86, Part 90, Part 91, Part 92 and OMB Circulars A-128 or A-133 as appropriate, including:

- a. Contractor agrees to comply with Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 1 CFR Part 60. All subcontract shall also comply with these provisions.
- b. Contractor shall maintain fiscal records and other records pertinent to this Contract. All fiscal records shall be maintained pursuant to accepted accounting standards and other records shall be maintained to the extent necessary to clearly reflect actions taken. Contractor further agrees to provide access to any books, documents, papers and records of Contractor which are pertinent to this contract and, further, to allow the making of excerpts, transcripts, or performing audits or examinations thereof. Such access shall be freely allowed to state and federal personnel and their duly authorized agents. All such records shall be retained and kept accessible for three years following final payment and conclusion of all pending matters. All subcontracts shall also comply with these provisions.

In addition, the Contractor and his agents, employees and subcontractors shall maintain all such records fully confidential. Such confidential status shall be in compliance with the requirements stated in 45 CFR 205.50 and 42 CFR 431 Subpart F.

- c. Contractor shall abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL 94-165). All subcontracts shall also be in compliance with the foregoing.
- d. If the sum payable under this contract exceeds or may exceed \$100,000, the Contractor shall provide the State of Oregon a written assurance that the Contractor will comply with all applicable standards, orders, or 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), and further, Contractor agrees to promptly report all infractions to the State of Oregon, to the Department of Health and Human Services, and to the U.S. Environmental Protection Agency. All subcontracts shall also be in compliance with these provisions.
- e. Contractor shall comply, at its expense, with all requirements under either OMB Circular A-128 or A-133 for audits of its operations.

18. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The Contractor certifies, to the best of Contractor's 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.

19. DRUG FREE WORKPLACE ACT

Contractor certifies that it will provide a drug-free workplace 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 by paragraph (1).
- d. Notifying the employee in the statement required by paragraph (1) that as a condition of employment on such contract, the employee will



- 1) Abide by the terms of the statement; and,
  - 2) 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 OMAP within 10 days after receiving notice under subparagraph (4) b. 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 subparagraphs (1) through (6).

20. HOLD HARMLESS PROVISION

To the extent permitted by the Oregon Constitution, Contractor shall defend, save and hold harmless the State of Oregon, Office of Medical Assistance Programs and their officers, agents, and employees, from all actions, suits or claims of whatsoever nature resulting from or arising out of the activities or omissions of Contractor or its agents or employees under this agreement. The provisions of the Oregon Tort Claims Act apply. This provision shall not require Contractor to defend or indemnify the State against any action based solely on the alleged negligence of the State.

21. VENUE

This Contract shall be construed in accordance with the laws of the State of Oregon. In the event litigation is entered into, the action must be commenced in the Circuit Court of Oregon for the County of Marion.

22. ACCESS TO RECORDS

The OMAP, the Secretary of State's Office of the State of Oregon, the Federal Government, and all duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts.

23. SUCCESSORS IN INTEREST

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective

successors and assigns.

24. ATTORNEY FEES

In the event a lawsuit of any kind is instituted on behalf of the State to collect any payment due under this contract or to obtain performance of any kind under this Contractor, Contractor agrees to pay such additional sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred therein.

25. FORCE MAJEURE

Contractor will not be held responsible for delay or default caused by fire, riot, acts of God, and war which is beyond the contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

26. SEVERABILITY

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

27. WAIVER

The failure of the state to enforce any provision of a contract does not waive the state's right to enforce any other provision.

28. STATE TORT CLAIMS ACT

Contractor is/is not an officer, employee, or agent of the State or Agency as those terms are used in ORS 30.265.

29. APPROVALS

Federal and state (Department, Department of Justice, and Executive Department) approvals are required before any work may begin under this contract.

30. MERGER CLAUSE

THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE BELOW OR ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

AGREED:

\_\_\_\_\_  
Director Date  
Office of Medical Assistance Programs

\_\_\_\_\_  
County Official with authority to sign

\_\_\_\_\_  
DATE Date

\_\_\_\_\_  
Name & Title (County Signature)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Assistant Director, OMAP

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Contract Manager, OMAP

\_\_\_\_\_  
DATE

HEALTH DEPARTMENT:

BY: Bill Odegaard  
Bill Odegaard, Director

9/14/93  
Date

BY: Joanne Gaud  
Program Manager

9/13/93  
Date

LAURENCE KRESSEL, COUNTY COUNSEL  
for Multnomah County:

BY: [Signature]

7.4.53  
Date

BY: Beverly Stein  
Beverly Stein, Multnomah County Chair

November 9, 1993  
Date

APPROVED MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # C-6 DATE 11/9/93  
DEB BOGSTAD

BOARD CLERK

MEETING DATE: NOV 09 1993 .

AGENDA NO: C-7 .

(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: Rich Payne TELEPHONE #: 248-3632 .  
BLDG/ROOM #: 166/200/Tax Title .

PERSON(S) MAKING PRESENTATION: Rich Payne .

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15566.

Deed D940937 and Board Orders attached.

11/10/93 original to Bev Scott

BOARD OF  
COUNTY COMMISSIONERS  
1993 OCT 29 PM 2:07  
MULTNOMAH COUNTY  
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_ .

OR

DEPARTMENT MANAGER: Betsy Willian .

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 D940937 Upon Complete Performance of ) ORDER  
a Contract to ) 93-366  
FRANK A. UPHAM )

It appearing that heretofore on October 22, 1990, Multnomah County entered into a contract with FRANK A. UPHAM for the sale of the real property hereinafter described; and

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

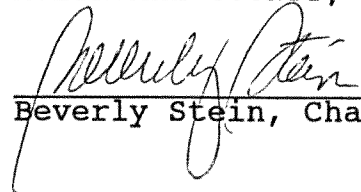
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the county of Multnomah, State of Oregon:

PITTOCK GROVE  
LOT 9, BLOCK 7

Dated at Portland, Oregon this 9th day of November, 1993.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By 

John L. DuBay

DEED D940937

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to FRANK A. UPHAM, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

PITTOCK GROVE  
LOT 9, BLOCK 7

The true and actual consideration paid for this transfer, stated in terms of dollars is \$8,000.00.

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

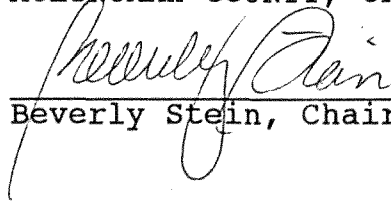
Until a change is requested, all tax statements shall be sent to the following address:

10561 SE 34TH AVE  
MILWAUKIE OR 97222

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 9th day of November, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.



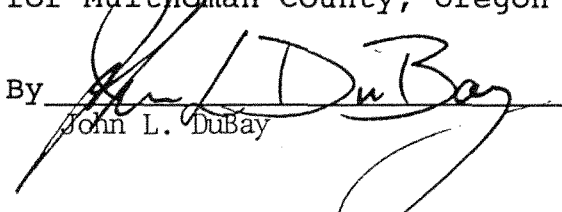
BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

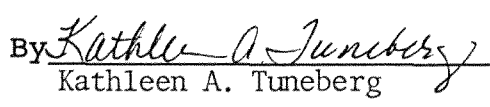
BY

  
John L. DuBay

DEED APPROVED:

Janice Druian, Director  
Assessment & Taxation

BY

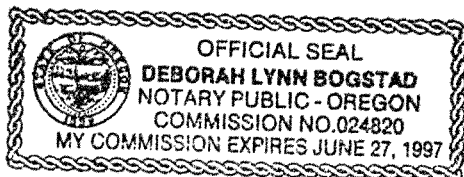
  
Kathleen A. Tuneberg

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

STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

On this 9th day of November, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: NOV 09 1993

AGENDA NO: C-8

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: APPOINTMENT | REAPPOINTMENT

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: NONDEPARTMENTAL DIVISION: COUNTY CHAIR'S OFFICE

CONTACT: DELMA FARRELL TELEPHONE #: 3953  
BLDG/ROOM #: 106 | 1410

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Appointment of David Chambers to Position 2 on the Auditor's Citizen Budget Advisory Committee for a term expiring August 31, 1996

Reappointment of Derry Jackson to Auditor's Citizen Budget Advisory Committee (2nd term) for a term expiring September, 1994. Completes term of resigning member, Keith Crawford.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93

BOARD OF  
COUNTY COMMISSIONERS  
1993 NOV - 2 PM 4:36  
MULTNOMAH COUNTY  
OREGON



Audit

MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE  
CBAC INTEREST FORM

NAME David R Chambers  
HOME ADDRESS 3616 SE Caruthers st ZIP 97214 PHONE 234-7897  
EMPLOYER Self-Employed / H & R Block & Tri-Met  
OCCUPATION Bookkeeper / Tax preparer / bus operator  
OPTIONAL: Age \_\_\_\_\_ Sex \_\_\_\_\_  
African American \_\_\_\_\_ Native American \_\_\_\_\_ Hispanic \_\_\_\_\_  
Asian/Pacific \_\_\_\_\_ White \_\_\_\_\_ Other \_\_\_\_\_

ARE YOU A RESIDENT OF MULTNOMAH COUNTY? YES X NO \_\_\_\_\_

AREAS OF INTEREST:

Human Services \_\_\_\_\_ Youth \_\_\_\_\_  
Justice Services \_\_\_\_\_ Aging \_\_\_\_\_  
Environmental Services \_\_\_\_\_ Health \_\_\_\_\_  
Facilities, transportation \_\_\_\_\_ General government \_\_\_\_\_  
Other Finance / Auditor

VOLUNTEER/BOARD/COMMITTEE EXPERIENCE I have been a board member of the  
Richmond Neighborhood Association, I have tutored with Oregon  
Literacy

OTHER RELEVANT EXPERIENCE As a bookkeeper and licensed tax preparer  
I have reviewed or prepared hundreds of financial records for businesses  
and individuals. I have set up accounting systems for businesses including  
a store with retail sales of \$500,000.

PLEASE LIST NAME, ADDRESS AND TELEPHONE NUMBERS OF TWO REFERENCES:

1. Cate Van Meter 2707 NE Jarrett Portland, OR 97211 503-238-1799
2. Linda Carsil 2090 SE Caruthers Portland, OR 503-238-1799

WOULD YOU HAVE A POTENTIAL CONFLICT OF INTEREST RELATIVE TO ANY COUNTY No!

DEPARTMENT? \_\_\_\_\_

SIGNATURE David R. Chambers DATE 9/23/93

Please return to: Office of Citizen Involvement, 2115 SE Morrison  
Portland, Oregon 97214; Phone: 248-3450

INTEREST FORM FOR MULTNOMAH COUNTY  
CITIZEN INVOLVEMENT COMMITTEE

In order for the Multnomah County Commission to assess more thoroughly the qualifications of persons interested in serving on the Citizen Involvement Committee, you are requested to fill out this interest form. Please feel free to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, affiliations, etc.

We consider information from Sections I through III public, and it may be used in press releases announcing appointments.

NAME OF NOMINATING GROUP: Cathedral Park NA

SECTION I

NAME: DERBY JACKSON HOME PHONE: 283-4388

ADDRESS: 9540 N EDISON ST WORK PHONE: 735-6979

Portland, OR Zip Code 97203

Is your residence located in Multnomah County?

YES X NO       

SECTION II

Why are you interested in serving on the Multnomah County Citizen Involvement Committee?

I am interested in helping others see ① how just by giving a little bit of yourself can result in a lot of benefits to many; ② how one voice (incrementally) can make a world of difference, only if you GET INVOLVED

SECTION III

Please list three volunteer/civic activities:

ORGANIZATION: 1. Boy Scouts of America <sup>SMLE</sup> DATE: Oct. 1991  
2. Riverside Little League DATE: Mar. 1992  
3.        DATE:       

RESPONSIBILITIES: Den Leader for Den 7 of Pack 75;  
Pack 75 Committee Member; Pack 75 Award Coordinator.

#### SECTION IV

Please list the name, address and telephone numbers of two people who may be contacted as references. Please name those who know about your interests and qualifications to serve on the Citizen Involvement Committee:

Steve Hinzner 282-7951

Jerry Hamilton 281-7254

#### SECTION V

Please state any potential conflicts of interest between private life and public service which might result from service on the Citizen Involvement Committee:

I do not have any conflicts nor do

I foresee any potential conflicts.

#### SECTION VI

In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

BIRTH DATE: Month 9 Day 20 Year 62 SEX: Female      Male X

ETHNIC ORIGIN: Asian      Black X Hispanic     

Native American      White     

My signature affirms that all information is true to the best of my knowledge. 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 the Citizen Involvement Committee, may result in my dismissal from that Committee.

Signature: 

Date: 4/14/92

MEETING DATE: NOV 09 1993

AGENDA NO: C-9

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: REAPPOINTMENTS

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: NONDEPARTMENTAL DIVISION: COUNTY CHAIR'S OFFICE

CONTACT: DELMA FARRELL TELEPHONE #: 3953  
BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Reappointment of Michael Williams to Position 1 (2nd term) of the District Attorney's Citizen Budget Advisory Committee for a term ending September, 1994

Reappointment of Molly Wienstein to Position 2 (2nd term) of the District Attorney's Citizen Budget Advisory Committee for a term ending September, 1996

Reappointment of Robert Jones to Position 5 (2nd term) of the District Attorney's Citizen Budget Advisory Committee for a term ending July, 1994

Reappointment of Winzel Hamilton to Position 6 (2nd term) of the District Attorney's Citizen Budget Advisory Committee for a term ending September, 1994

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

104

1988

**MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE**  
**VOLUNTEER INTEREST FORM**

NAME Michael L. Williams

Office  
HOME ADDRESS WILLIAMS, TROUTWINE & BOWERSOX, 1100 Standard Plaza Building,  
1100 S.W. Sixth Avenue, Portland, Oregon 97204-1094

PLACE OF EMPLOYMENT WILLIAMS TROUTWINE & BOWERSOX, P.C.

OCCUPATION Attorney at Law

HOME PHONE 771-7254

WORK PHONE 295-2924

VOLUNTEER/BOARD/COMMITTEE EXPERIENCE Served past two years as Chair  
of the Multnomah County District Attorney's Citizen Budget Advisory Committee

OTHER RELATED EXPERIENCE Two years on Lane County District Attorney's  
Budget Advisory Committee; Four years on Eugene School Board

**AREAS OF INTEREST:**

Human Services	Youth
Education Justice Services <u>X</u>	Aging
Environmental Services	Health
Planning, Development	Education
Facilities, Transportation	Other

OPTIONAL: Age 43 Sex Male  
Ethnicity: African American Native American  
Hispanic Asian/Pacific Islander White X

PLEASE LIST NAME, ADDRESS AND TELEPHONE NUMBER OF TWO REFERENCES:

1. Senator Shirley Gold, 4828 S.E. 35th Avenue, Portland, Oregon 97202
2. Karen Alvarado, AFFIRMATIVE ACTION COMMITTEE, City of Portland, City Hall  
1200 S.W. Fourth Avenue, Portland, Oregon 97204

WOULD YOU HAVE A POTENTIAL CONFLICT OF INTEREST WITH ANY COUNTY DEPARTMENT?

SIGNATURE 

Please mail to: **OFFICE OF CITIZEN INVOLVEMENT**  
**2115 S.E. MORRISON STREET,**  
**PORTLAND, OREGON 97214**  
Telephone: **248-3450**

**MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE  
VOLUNTEER INTEREST FORM**

NAME Molly Weinstein  
 HOME ADDRESS 5806 N Williams, Pld. 97217  
 PLACE OF EMPLOYMENT State of Oregon Senior & Disabled Services  
 OCCUPATION Legal Services developer  
 HOME PHONE 289-3410 WORK PHONE 378-3751  
 VOLUNTEER/BOARD/COMMITTEE EXPERIENCE Vol. Council for Hospice House, Bd Member; Oregon Consumer League, Creative Arts Community, Member of Coalition for Better Nursing Home Care etc.  
 OTHER RELATED EXPERIENCE Member of Oregon State Bar - 1978 to da

**AREAS OF INTEREST:**

Human Services	_____	Youth	_____
Education Justice Services	<u>X</u>	Aging	_____
Environmental Services	_____	Health	_____
Planning, Development	_____	Education	_____
Facilities, Transportation	_____	Other	_____

OPTIONAL: Age 53 Sex F  
 Ethnicity: African American \_\_\_\_\_ Native American \_\_\_\_\_  
 Hispanic \_\_\_\_\_ Asian/Pacific Islander \_\_\_\_\_ White X

**PLEASE LIST NAME, ADDRESS AND TELEPHONE NUMBER OF TWO REFERENCES:**

1. Gloria Fisher 8725 NE Davis Portland, Or 97220 255-099
2. Juan Detrich 020 SW Semour Pdx 97201 227-4839

WOULD YOU HAVE A POTENTIAL CONFLICT OF INTEREST WITH ANY COUNTY DEPARTMENT? NO

SIGNATURE per over the request

Please mail to: OFFICE OF CITIZEN INVOLVEMENT  
 2115 S.E. MORRISON STREET,  
 PORTLAND, OREGON 97214  
 Telephone: 248-3450

# MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE

## INTEREST FORM FOR MULTNOMAH COUNTY CITIZEN BUDGET ADVISORY COMMITTEES

In order for the Multnomah County Citizen Involvement Committee, the County Executive and the Board of County Commissioners to assess more thoroughly the qualifications of persons interested in serving on Citizen Budget Advisory Committees, you are requested to fill out this interest form. Please feel free to attach or enclose supplemental information or a resume which further details your involvement in volunteer and civic service activities.

We consider information in Sections 1 through 4 public, and it may be used in press releases announcing appointments.

### Section 1.

Name Robert L. Jones  
Address 11923 N.E. Sacramento  
City Portland State Oregon zip 97220  
Home phone 252-3226 Work phone 230-4030  
Is your residence located in Multnomah County? Yes X No     

### Section 2.

Please explain why you are interested in serving on a Multnomah County Citizen Budget Advisory Committee and identify two Citizen Budget Advisory Committees you would like to serve on.

To learn more about County budgetting.  
To contribute my part for public service.  
To represent the Parkrose Heights Association of  
Neighbors, which supports me for such service.  
DES      DGS      DHS X DJS      Auditor      Sheriff       
District Attorney X Non-Departmental     

### Section 3.

Please list current and past volunteer/civic activities:

Name of Organization	Date	Responsibilities
East Portland Rotary Club	1983-85	Secretary
Parkrose School District	1980-83	Budget Committee
	1984-85	Chairman, Curriculum Committee
		Task Force for School District
<del>Vice President</del>		
Parkrose Heights		
Association of Neighbors	1986	Vice-President of Board



Section 4.

Current Employer Bonneville Power Administration

Address P.O. Box 3621 City Portland State Ore. zip 97220

Your Job Title Attorney-General

Section 5.

Please list the name, address and telephone number of two people who may be contact names. Please name those who know about your interests and qualifications to serve on a Citizen Budget Advisory Committee.

1. Jackie Wells, 11444 N.E. San Rafael, Portland 253-1059

2. Victor R. Cullens, 9/6 Parkrose School District,  
10636 N.E. Prescott, Portland  
257-5200

Section 6.

Please state any potential conflicts of interest between private life and public service which might result from service on a Citizen Budget Advisory Committee.

None that I think of.

Section 7.

In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

Birth Date: - Month Nov. Day 26 - Year 1925.

Sex: Female \_\_\_\_\_ Male X Ethnic Origin: Asian \_\_\_\_\_

Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Native American \_\_\_\_\_ White X

My signature affirms that all information is true to the best of my knowledge. 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 Citizen Budget Advisory Committee may result in my dismissal from a Citizen Budget Advisory Committee.

Signature Robert L. Jones Date January 29, 1986

RETURN TO: Citizen Involvement Office, 1120 SW 5th, Room 1540, Portland, Oregon 97204.



**INTEREST FORM FOR MULTNOMAH COUNTY  
CITIZEN INVOLVEMENT COMMITTEE**

In order for the Multnomah County Commission to assess more thoroughly the qualifications of persons interested in serving on the Citizen Involvement Committee, you are requested to fill out this interest form. Please feel free to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, affiliations, etc.

We consider information from Sections I through III public, and it may be used in press releases announcing appointments.

NAME OF NOMINATING GROUP: Sabin Community Land Trust, Inc.  
P. O. Box 55172, Airport Station, Portland, OR 97238

**SECTION I**

NAME: Winzel Hamilton HOME PHONE: (503) 284-1769

ADDRESS: 906 NE Siskiyou WORK PHONE: (503) 643-5541

Is your residence located in Multnomah County?

YES ☒ NO ☐

**SECTION II**

Why are you interested in serving on the Multnomah County Citizen Involvement Committee?

I am interested in serving on the Multnomah County Citizen Involvement Committee because I want to take an active role in the political and civic affairs of my community. I believe this will give me the opportunity to

learn about the issues facing the county, and have a voice in the decision making process.

**SECTION III**

Please list three volunteer/civic activities:

ORGANIZATION:	1. <u>Sabin Community Land Trust, Inc.</u>	DATE: <u>October 1989 - Present</u>
	2. <u>Oroweat Food, Inc. Charity Club Committee</u>	DATE: <u>1984 - Present</u>
	3. <u>Maranatha Church Men's Fellowship, Secretary</u>	DATE: <u>1982 - Present</u>

RESPONSIBILITIES: 1) Set policies and assisted with public relation and community activities.

2) Recommend or select organizations for charitable funds.

3) Keep minutes and handle publicity and community outreach.

## SECTION IV

Please list the name, address and telephone numbers of two people who may be contacted as references. Please name those who know about your interests and qualifications to serve on the Citizen Involvement Committee:

Jean Hanson, 3807 N.E. 13th, Portland, Oregon 97212, (503) 287-0826

Harvey Garnett, 252-6693.

## SECTION V

Please state any potential conflicts of interest between private life and public service which might result from service on the Citizen Involvement Committee:

No conflicts of interest.

## SECTION VI

In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

BIRTH DATE: Month 4 Day 10 Year 41 SEX: Female ☐ Male ☒

ETHNIC ORIGIN: Asian Black ☒ Hispanic

Native American	White
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96	96
97	97
98	98
99	99
100	100

My signature affirms that all information is true to the best of my knowledge. 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 the Citizen Involvement Committee, may result in my dismissal from that Committee.

Signature: [Signature] Date: 6-26-92

MEETING DATE: NOV 09 1993

AGENDA NO: C-10

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: APPOINTMENT

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Delma Farrell TELEPHONE #: 3953  
BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Appointment of Dave Simpson to District Attorney CBAC, Position 4, to fill the position vacated by resigning member, Jack Pessia, who resigned to become Chair of the Central CBAC.

Term ending September, 1996

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

BOARD OF  
COUNTY COMMISSIONERS  
1993 NOV - 2 PM 4:36  
MULTI-INDIAN COUNTY  
OREGON

MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE  
CBAC INTEREST FORM

NAME Dave Simpson 1993  
HOME ADDRESS 3219 S.E. 45 ZIP 97215 PHONE 232-2080  
EMPLOYER NIKE  
OCCUPATION Director, Security  
OPTIONAL: Age \_\_\_\_\_ Sex \_\_\_\_\_  
African American \_\_\_\_\_ Native American \_\_\_\_\_ Hispanic \_\_\_\_\_  
Asian/Pacific \_\_\_\_\_ White \_\_\_\_\_ Other \_\_\_\_\_  
ARE YOU A RESIDENT OF MULTNOMAH COUNTY? YES X NO \_\_\_\_\_

## AREAS OF INTEREST:

Human Services \_\_\_\_\_ Youth \_\_\_\_\_  
Justice Services YES \_\_\_\_\_ Aging \_\_\_\_\_  
Environmental Services \_\_\_\_\_ Health \_\_\_\_\_  
Facilities, transportation \_\_\_\_\_ General government \_\_\_\_\_  
Other \_\_\_\_\_

## VOLUNTEER/BOARD/COMMITTEE EXPERIENCE

Citizens Crime Commission

## OTHER RELEVANT EXPERIENCE

Portland Police Detective, 29 years

## PLEASE LIST NAME, ADDRESS AND TELEPHONE NUMBERS OF TWO REFERENCES:

1. Chief Richard Walker, PPB (retired) 358 Lake Bay Ct., Lake Oswego, OR 9703  
635-6806
2. Michael D. Schrunk, 1021 SW 4th, Room 600, Portland, OR 97204 248-3162

WOULD YOU HAVE A POTENTIAL CONFLICT OF INTEREST RELATIVE TO ANY COUNTY

DEPARTMENT? No

SIGNATURE Dave Simpson DATE October 14, 1993

Please return to: Office of Citizen Involvement, 2115 SE Morrison  
Portland, Oregon 97214; Phone: 248-3450

MEETING DATE: NOV 09 1993

AGENDA NO: C-11

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: APPOINTMENT | REAPPOINTMENT

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: NONDEPARTMENTAL

DIVISION: COUNTY CHAIR'S OFFICE

CONTACT: DELMA FARRELL

TELEPHONE #: 3953

BLDG/ROOM #: 106 | 1410

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

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

Appointment of Pat Bozanich to Position 6 of the Department of Community Corrections Citizen Budget Advisory Committee for a term ending September, 1994

Appointment of Bill Hoeffstetter to Position 5 of the Department of Community Corrections Citizen Budget Advisory Committee for a term ending September, 1996

Appointment of William H. Trappe to Position 4 of the Department of Community Corrections Citizen Budget Advisory Committee for a term ending

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93

CLERK OF  
COUNTY COMMISSIONERS  
1993 NOV - 2 PM 4:35  
MULTI-MEDIA COUNTY  
OREGON

MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE  
CBAC INTEREST FORM

NAME Patricia Boranick

HOME ADDRESS 2406 NE 12 Ave ZIP 97212 PHONE 282-3811

EMPLOYER OSU

OCCUPATION Program director

OPTIONAL: Age 43 Sex F  
African American        Native American        Hispanic         
Asian/Pacific        White ✓ Other       

ARE YOU A RESIDENT OF MULTNOMAH COUNTY? YES ✓ NO       

AREAS OF INTEREST:

Human Services        Youth         
Justice Services ✓ Aging         
Environmental Services        Health         
Facilities, transportation        General government ✓  
Other       

VOLUNTEER/BOARD/COMMITTEE EXPERIENCE Auditor CBAC 2 yrs (co-chair);  
Central CBAC 2 yrs (chair); CIC - 3 yrs; Joint CBAC (Mult Co;  
Cities of Portland & Gresham); Chamber of C. Mult Co. Services Task Force

OTHER RELEVANT EXPERIENCE Neighborhood Facilitation Group (Board  
member); Irvington NA; Meeting Facilitation

PLEASE LIST NAME, ADDRESS AND TELEPHONE NUMBERS OF TWO REFERENCES:

1. Dick Levy 2611 NE 17th 222-3807
2. Michael Scholte

WOULD YOU HAVE A POTENTIAL CONFLICT OF INTEREST RELATIVE TO ANY COUNTY

DEPARTMENT? None

SIGNATURE Patricia Boranick DATE 8-19-93

Please return to: Office of Citizen Involvement, 2115 SE Morrison  
Portland, Oregon 97214; Phone: 248-3450

MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE  
CBAC INTEREST FORM

NAME Wm. HOFFSTETTER  
HOME ADDRESS 2743 NE 24<sup>th</sup> ZIP 97212 PHONE 284-9923  
EMPLOYER Retired  
OCCUPATION Mental Health Specialist  
OPTIONAL: Age 68 Sex M  
African American        Native American        Hispanic         
Asian/Pacific        White X Other       

ARE YOU A RESIDENT OF MULTNOMAH COUNTY? YES X NO       

AREAS OF INTEREST:

Human Services <u>X</u>	Youth <u>X</u>
Justice Services <u>X</u>	Aging <u>X</u>
Environmental Services <u>X</u>	Health <u>      </u>
Facilities, transportation <u>      </u>	General government <u>      </u>
Other <u>      </u>	

VOLUNTEER/BOARD/COMMITTEE EXPERIENCE Mult. County Community  
Corrections Advisory Bd - Citizen - 5 yrs.

OTHER RELEVANT EXPERIENCE 40 yrs. Post Master's Degree  
in Criminal Justice + Drug + Alcohol programs

PLEASE LIST NAME, ADDRESS AND TELEPHONE NUMBERS OF TWO REFERENCES:

1. PAUL FRANK <sup>1415-B S.E. 122<sup>nd</sup></sup> 8888 NE 4<sup>th</sup> <sup>97233</sup> 248-3190 X230
2. MOLLY HOFFMAN 11511 SW MILITARY RD. 697-4835  
Portland

WOULD YOU HAVE A POTENTIAL CONFLICT OF INTEREST RELATIVE TO ANY COUNTY  
DEPARTMENT? NO

SIGNATURE Wm. Hoffsetter DATE 3/10/93

Please return to: Office of Citizen Involvement, 2115 SE Morrison  
Portland, Oregon 97214; Phone: 248-3450

9/93

MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE  
CBAC INTEREST FORM

NAME William H. Trappe  
HOME ADDRESS 2025 N.W. Northrup ZIP 97209 PHONE 273-2107  
EMPLOYER Retired  
OCCUPATION Vice President - Clackamas Auto Parts Inc

OPTIONAL: Age 61 Sex M  
African American        Native American        Hispanic         
Asian/Pacific        White ✓ Other       

ARE YOU A RESIDENT OF MULTNOMAH COUNTY? YES ✓ NO       

AREAS OF INTEREST:

Human Services <u>2</u>	Youth <u>8</u>
Justice Services <u>1</u>	Aging <u>5</u>
Environmental Services <u>6</u>	Health <u>7</u>
Facilities, transportation <u>3</u>	General government <u>4</u>
Other <u><del>      </del></u>	

VOLUNTEER/BOARD/COMMITTEE EXPERIENCE Budget Com./City of Gladstone  
17 yrs. - Chaired Citizens for Gladstone High School appointed  
first school Brd.

OTHER RELEVANT EXPERIENCE Former President Tri-City Chamber,  
Brd Member Portland Chamber, Sec. Oregon City Lions Club  
Church organist/30 years

PLEASE LIST NAME, ADDRESS AND TELEPHONE NUMBERS OF TWO REFERENCES:

1. Jack Burns - Burns Bros. 238-7393
2. Drew Hodges - 210 N.W. 21<sup>st</sup> 221-1555

WOULD YOU HAVE A POTENTIAL CONFLICT OF INTEREST RELATIVE TO ANY COUNTY  
DEPARTMENT? No

SIGNATURE Wm. H. Trappe DATE 8/19/93

Please return to: Office of Citizen Involvement, 2115 SE Morrison  
Portland, Oregon 97214; Phone: 248-3450



MEETING DATE: NOV 09 1993

AGENDA NO: C-12

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: APPOINTMENT | REAPPOINTMENT

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: NONDEPARTMENTAL

DIVISION: CHAIR'S OFFICE

CONTACT: DELMA FARRELL

TELEPHONE #: 3953

BLDG/ROOM #: 106 | 1410

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

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

Reappointment of Michael Zollitsch to Position 6 (second term) of the Department of Environmental Services Citizen Budget Advisory Committee for a term ending September, 1996

✓ Reappointment of Harvey Garnet to Position 1 (second term) of the Department of Environmental Services Citizen Budget Advisory Committee for a term ending September, 1996

Appointment of Ben Kasabuchi to Position 4 of the Department of Environmental Services Citizen Budget Advisory Committee for a term ending September, 1996

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: \_\_\_\_\_

CLERK OF  
COUNTY COMMISSIONERS  
1993 NOV - 2 PM 4:36  
MULTI-JURISDICTIONAL  
COUNTY OF  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

INTEREST FORM FOR MULTNOMAH COUNTY  
CITIZEN INVOLVEMENT COMMITTEE

In order for the Multnomah County Commission to assess more thoroughly the qualifications of persons interested in serving on the Citizen Involvement Committee, you are requested to fill out this interest form. Please feel free to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, affiliations, etc.

We consider information from Sections I through III public, and it may be used in press releases announcing appointments.

Name of Nominating Group Central Northeast Neighbors

Section I

Name Michael Zollitsch Address 3237 NE 62  
City Portland State OR Zip 97213 Phone: Wk 229-6931 Hm 281-4316

Is your residence located in Multnomah County? Yes X No     

Section II

Why are you interested in serving on the Multnomah County Citizen Involvement Committee? I am interested in working to create a good environment for my family and neighbors to live and raise children. I want to be involved in planning issues with regard to my neighborhood and those around it.

Section III

Please list three volunteer/civic activities.

Name of Organization	Dates	Responsibilities
Rose City Park Neighbors Association	Current	Attend Meetings & Deliver Newsletters
State of Oregon - State Fair	Sept 2, 1989	Represented the State at the Governors Ball
Sierra Nevada College Student Body	10/80-6/81	Vice President - organize Art Shows/Talent Shows Conduct Student Body Meetings Represent Students at Faculty/Staff Meetings

Section IV

Please list the name, address and telephone numbers of two people who may be contacted as references. Please name those who know about your interests and qualifications to serve on the Citizen Involvement Committee.

Dave St. Louis 750 Front St Suite 120, Salem OR 97310 378-8240  
Sandy Hervey 1644-6347

Section V

Please state any potential conflicts of interest between private life and public service which might result from service on the Citizen Involvement Committee.

I am an Employee of The Oregon Department of Environmental Quality. I would have to be excluded from conducting any investigations on property owned by Multnomah County,

Section VI

In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

Birth Date: Month 08 Day 07 Year 58 Sex: Female \_\_\_ Male X

Ethnic Origin: Asian \_\_\_ Black \_\_\_ Hispanic \_\_\_  
Native American \_\_\_ White X

My signature affirms that all information is true to the best of my knowledge. 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 the Citizen Involvement Committee, may result in my dismissal from that Committee.

Signature Michael J. Zoltetsch Date 10/5/89

10:INTEREST.FRM



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

1990

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)

- ① Metropolitan Arts Commission, ② Citizen Budget Advisory Comm.,  
③ " " Human Relations Comm., ④ Exposition Center Advisory Comm.

B. Name Harvey Lee Garnett

Address 7140 S.E. THORNBURN ST #B

City Portland State Oregon Zip 97215

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

Home Phone 503-252-9963

C. Current Employer Tri-County Metropolitan Dist of Oregon

Address 4012 S.E. 17TH Avenue

City Portland State Oregon Zip 97202

Your Job Title Community Relations & Security Liaison Assistant

Work Phone 239-6450 (Ext) \_\_\_\_\_  
H-252-9963

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

D. Previous Employers Dates Job Title

Self	S&H Promotional Services	3-1-77 to 2-1-81	Area Manager
Employer	Alameda Theater	11-2-65 to 12-31-76	Owner/Manager
	Bop City Record	10-25-67 to 4-30-77	" "
	Pepsi-Cola Bottling Co	6-1-65 to 12-31-73	Route Salesman
	Memorial Coliseum	10-25-59 to 2-15-63	Assistant Manager
			IN Admission Control

YOUNG MAN  
 HIAHO YTHIOS HAWAIIJUA  
 MET MOOR JIA W/3 1981  
 AOSYE MOORHO JIAJTION

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

Name of Organization	Dates	Responsibilities
Portland Club-V.Pres.	1-17-71-2-73	Recruiting Minority, for-within ci
JANTZEN BEACH KIWANIS-SECT. -	2-22-72-74	Regional Bd Member for STATE OF ORG
Piddlers Hot Rod Club - Pres -	5-21-55-56, 57, 58	CHARTER, MULT HOT ROD COUNCIL
MARANATHA CHURCH - Pres.	6-2-82, 83, 84, 85	(Men's Fellowship) - Rule ALL MTGS etc.
Holiday (Lloyd Center) Assoc. (Bd. Member)	10-6-89 to Present	VARIES functions in Assoc.

## F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
OREGON TECHNICAL INST.	9-15-56-57	STRUCTURAL ENGINEER
FRANKLIN INSTITUTE of Sales	9-26-63-64	YES - Sales, Personnel MARKETING, BUDG.
P. S. U.	9-25-68-69	Accounting, Business Admin
"	1-4-71-71	MINORITY BUS. EDP, MATH
"	9-25-73	"
P.C.C.	9-28-74-75	Accounting, MANAGEMENT ANALY.

## 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.

Judge Aaron Brown -

Mr. Vern Ryles - 340 S.E. 7th Avenue 239-3792  
 " NATHAN JONES - 5210 N Kerby - 280-5180

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

NONE AT PRESENT TO MY KNOWLEDGE.

I. Affirmative Action Information

M / BLACK  
 sex / racial ethnic background

birth date: Month 8 Day 26 Year 1936

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 Harvey Lee Gamedt Date 1-23-1990

YES

MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE  
CBAC INTEREST FORM

NAME BEN KASUBUCHI  
 HOME ADDRESS 3153 SW VIEW PL ZIP 97201 PHONE 226-3153  
 EMPLOYER AVISON LUMBER CO. W-829-9131  
 OCCUPATION CHIEF FINANCIAL OFFICER Fax 1-829-6543

OPTIONAL: Age 52 Sex M  
 African American \_\_\_\_\_ Native American \_\_\_\_\_ Hispanic \_\_\_\_\_  
 Asian/Pacific X White \_\_\_\_\_ Other \_\_\_\_\_

ARE YOU A RESIDENT OF MULTNOMAH COUNTY? YES X NO \_\_\_\_\_

AREAS OF INTEREST:

Human Services \_\_\_\_\_ Youth \_\_\_\_\_  
 Justice Services \_\_\_\_\_ Aging \_\_\_\_\_  
 Environmental Services X Health \_\_\_\_\_  
 Facilities, transportation \_\_\_\_\_ General government \_\_\_\_\_  
 Other \_\_\_\_\_

VOLUNTEER/BOARD/COMMITTEE EXPERIENCE Past Board of Directors of IRVINGTON  
Neighborhood Assn, Past Board of Directors Japanese american  
Citizens League

OTHER RELEVANT EXPERIENCE CPA in a national acctg firm.

PLEASE LIST NAME, ADDRESS AND TELEPHONE NUMBERS OF TWO REFERENCES:

- Ed Westerdahl, 4200 NW Yeon, Portland OR 97210 224-2000
- Joe Kara, 8705 SW Nimbus Ave #115, Beaverton OR 97005 646-4476

WOULD YOU HAVE A POTENTIAL CONFLICT OF INTEREST RELATIVE TO ANY COUNTY  
 DEPARTMENT? No

SIGNATURE [Signature] DATE 7/12/93

Please return to: Office of Citizen Involvement, 2115 SE Morrison  
 Portland, Oregon 97214; Phone: 248-3450

MEETING DATE: NOV 09 1993

AGENDA NO: C-13

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: APPOINTMENT/REAPPOINTMENT

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: NONDEPARTMENTAL DIVISION: COUNTY CHAIR'S OFFICE

CONTACT: DELMA FARRELL TELEPHONE #: 3953  
BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Appointment of Anthony Kim to Position 4 of the Non-Departmental Citizen Budget Advisory Committee for a term ending September, 1996

Reappointment of Robin Bloomgarden to Position 7 (second term) of the Non-Departmental Citizen Budget Advisory Committee for a term ending September, 1994. Completes term of resigning member, Judy Hadley.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

BOARD OF  
COUNTY COMMISSIONERS  
1993 NOV - 2 PM 4:36  
MULTI-NOMIN COUNTY  
OREGON

N-D/SS

MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE  
CBAC INTEREST FORM

NAME Anthony S. Kim  
HOME ADDRESS 1238 N.W. 21st #210 ZIP 97209 PHONE 294-0124  
EMPLOYER Law student / Self-employed  
OCCUPATION Landlord

OPTIONAL: Age 32 Sex M  
African American        Native American        Hispanic         
Asian/Pacific        White        Other ☒

ARE YOU A RESIDENT OF MULTNOMAH COUNTY? YES ☒ NO       

AREAS OF INTEREST:

Human Services <u>      </u>	Youth <u>      </u>
Justice Services <u><input checked="" type="checkbox"/></u>	Aging <u>      </u>
Environmental Services <u><input checked="" type="checkbox"/></u>	Health <u>      </u>
Facilities, transportation <u><input checked="" type="checkbox"/></u>	General government <u>      </u>
Other <u>Non-Departmental</u>	<u>highest degree of interest</u>

VOLUNTEER/BOARD/COMMITTEE EXPERIENCE In Portland: Tutoring at The Bridge School,  
Fund-raising for same, tutoring at Martin Luther King Elementary, various project  
for Minority Law Students Assoc.

OTHER RELEVANT EXPERIENCE       

PLEASE LIST NAME, ADDRESS AND TELEPHONE NUMBERS OF TWO REFERENCES:

1. Patti Whelan 526 N.W. 18 PDX 97209 226-8001
2. Sharon Reed 1231 S.W. Morrison PDX 97205 281-6307

WOULD YOU HAVE A POTENTIAL CONFLICT OF INTEREST RELATIVE TO ANY COUNTY  
DEPARTMENT? No.

SIGNATURE Anthony S. Kim DATE 7/10/93

Please return to: Office of Citizen Involvement, 2115 SE Morrison  
Portland, Oregon 97214; Phone: 248-3450



**INTEREST FORM FOR MULTNOMAH COUNTY  
CITIZEN INVOLVEMENT COMMITTEE**

In order for the Multnomah County Commission to assess more thoroughly the qualifications of persons interested in serving on the Citizen Involvement Committee, you are requested to fill out this interest form. Please feel free to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, affiliations, etc.

We consider information from Sections I through III public, and it may be used in press releases announcing appointments.

NAME OF NOMINATING GROUP: \_\_\_\_\_

**SECTION I**

NAME: Robin Bloomgarden HOME PHONE: 284-3412

ADDRESS: 4316 NE 76th Ave WORK PHONE: \_\_\_\_\_

P.O. Box 4086 PDX 97208 - Mailing

Is your residence located in Multnomah County?

YES X NO \_\_\_\_\_

**SECTION II**

Why are you interested in serving on the Multnomah County Citizen Involvement Committee?

I know that it is important to have steady, regular, citizen involvement in the CIC and CBAC's. I care very much about what happens to Portland and want to be involved.

**SECTION III**

Please list three volunteer/civic activities:

ORGANIZATION: 1. Christie Institute NW DATE: 87' - Present  
2. NW Environmental Advocates DATE: 88' - Present  
3. Common Cause DATE: 78' - Present

RESPONSIBILITIES: Mostly letter writing, calling reps + other members during alerts, mailings, manning tables, collecting money at events, helping with moving, etc.

#### SECTION IV

Please list the name, address and telephone numbers of two people who may be contacted as references. Please name those who know about your interests and qualifications to serve on the Citizen Involvement Committee:

Nina Bell (NWEA) 408 SW 2nd Ave, PDX #406 97204 295-0490  
Kaye Reid (Christic) 1303 SE Madison, PDX 97214 236-0355

#### SECTION V

Please state any potential conflicts of interest between private life and public service which might result from service on the Citizen Involvement Committee:

As long as the meetings are on a regular schedule  
I see no problem getting to the meetings.

#### SECTION VI

In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

BIRTH DATE: Month 10 Day 20 Year 52 SEX: Female X Male     

ETHNIC ORIGIN: Asian      Black      Hispanic       
Native American      White X

My signature affirms that all information is true to the best of my knowledge. 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 the Citizen Involvement Committee, may result in my dismissal from that Committee.

Signature: Robin B

Date: 11/29/90

MEETING DATE: NOV 09 1993

AGENDA NO: C-14

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: REAPPOINTMENTS

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: NONDEPARTMENTAL DIVISION: COUNTY CHAIR'S OFFICE

CONTACT: DELMA FARRELL TELEPHONE #: 3953

BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

✓ Reappointment of Margaret Boyles to Position 6 (2nd term) of the Sheriff's Citizen Budget Advisory Committee for a term ending July, 1994. Completes term of resigning member, Lora Creswick

Reappointment of Dan Gardiner to Position 1 (2nd term) to the Sheriff's Citizen Budget Advisory Committee for a term ending July, 1996.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

BOARD OF  
COUNTY COMMISSIONERS  
1993 NOV - 2 PM 4:30  
MULTNOMAH COUNTY  
OREGON

**INTEREST FORM FOR MULTNOMAH COUNTY  
CITIZEN INVOLVEMENT COMMITTEE**

In order for the Multnomah County Commission to assess more thoroughly the qualifications of persons interested in serving on the Citizen Involvement Committee, you are requested to fill out this interest form. Please feel free to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, affiliations, etc.

We consider information from Sections I through III public, and it may be used in press releases announcing appointments.

NAME OF NOMINATING GROUP: Parkrose Neighborhood Ass.

**SECTION I**

NAME: Margaret Bayles HOME PHONE: 252-7290  
ADDRESS: 3658 NE 114 WORK PHONE: \_\_\_\_\_  
Portland Ore Zip Code 97220

Is your residence located in Multnomah County?

YES X NO \_\_\_\_\_

**SECTION II**

Why are you interested in serving on the Multnomah County Citizen Involvement Committee?

Ever since being on the board of the Parkrose  
Neighborhood Ass many things has been  
interesting I want to be more involved.

**SECTION III**

Please list three volunteer/civic activities:

ORGANIZATION: 1. P.T.A DATE: while children was in school  
2. Eccumential Ministry <sup>E.M.O.</sup> DATE: 85-present  
3. P.N.A. DATE: 91-92

RESPONSIBILITIES: recycling

#### SECTION IV

Please list the name, address and telephone numbers of two people who may be contacted as references. Please name those who know about your interests and qualifications to serve on the Citizen Involvement Committee:

Norma Stickney 605-4376  
Fredy Harrison 753-3992

#### SECTION V

Please state any potential conflicts of interest between private life and public service which might result from service on the Citizen Involvement Committee:

None

#### SECTION VI

In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

BIRTH DATE: Month 7 Day 28 Year 34 SEX: Female X Male     

ETHNIC ORIGIN: Asian      Black      Hispanic     

Native American      White X

My signature affirms that all information is true to the best of my knowledge. 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 the Citizen Involvement Committee, may result in my dismissal from that Committee.

Signature: Margaret Boyles Date: June 13, 1992

Shirley Clark

MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE  
CBAC INTEREST FORM

NAME DANIEL V. GARDNER  
HOME ADDRESS 6024 SE 22ND ZIP 97202 PHONE 235-9182  
EMPLOYER ATLAS ELECTRIC  
OCCUPATION ELECTRICIAN  
OPTIONAL: Age 34 Sex M  
African American \_\_\_\_\_ Native American \_\_\_\_\_ Hispanic \_\_\_\_\_  
Asian/Pacific \_\_\_\_\_ White ✓ Other \_\_\_\_\_

ARE YOU A RESIDENT OF MULTNOMAH COUNTY? YES ✓ NO \_\_\_\_\_

AREAS OF INTEREST:

Human Services _____	Youth _____
Justice Services <u>✓</u> _____	Aging _____
Environmental Services _____	Health _____
Facilities, transportation _____	General government _____
Other <u>SHERIFFS CBAC</u>	

VOLUNTEER/BOARD/COMMITTEE EXPERIENCE MEMBER OF CITIZENS  
CONVENTION ~~THIS SIDE LAKESIDE LOOP~~ DEMOCRATIC  
PRECINCT COMMITTEE PERSON

OTHER RELEVANT EXPERIENCE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLEASE LIST NAME, ADDRESS AND TELEPHONE NUMBERS OF TWO REFERENCES:

1. DON MCVAY 7415 SW LAKESIDE LOOP WILLSONVILLE 694238
2. ROBERT TEAGUE 7522 SE ROOTS ROAD MILWAUKEE 653-007

WOULD YOU HAVE A POTENTIAL CONFLICT OF INTEREST RELATIVE TO ANY COUNTY

DEPARTMENT? NO

SIGNATURE Daniel V. Gardner DATE 12-10-92

Please return to: Office of Citizen Involvement, 2115 SE Morrison  
Portland, Oregon 97214; Phone: 248-3450

11

MEETING DATE: NOV 09 1993

AGENDA NO: C-15

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: REAPPOINTMENT

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: CONSENT AGENDA

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Delma Farrell TELEPHONE #: 3953  
BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Reappointment of Don MacGillivray to a second term on the Citizen Involvement Committee for a term ending September, 1995

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93

BOARD OF  
COUNTY COMMISSIONERS  
1993 NOV - 2 PM 4:36  
MULTIPLA COUNTY  
OREGON

INTEREST FORM FOR MULTNOMAH COUNTY  
CITIZEN INVOLVEMENT COMMITTEE

In order for the Multnomah County Commission to assess more thoroughly the qualifications of persons interested in serving on the Citizen Involvement Committee, you are requested to fill out this interest form. Please feel free to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, affiliations, etc.

We consider information from Sections I through III public, and it may be used in press releases announcing appointments.

NAME OF NOMINATING GROUP: S.E. UPLIFT

SECTION I

NAME: DON MACGILLIVRAY HOME PHONE: 234-6354

ADDRESS: 2339 SE YAW HILL WORK PHONE:         
PTLD., OR. 97214

Is your residence located in Multnomah County?

YES X NO       

SECTION II

Why are you interested in serving on the Multnomah County Citizen Involvement Committee?

I WISH NEW & BROADER ISSUES & SOCIAL CONTACTS.

I WISH ~~TO~~ TO KNOW MORE ABOUT THE COUNTY. I WISH TO  
BE INVOLVED WITH REPS. FROM INNER CITY & SUBURBAN  
AREAS.

SECTION III

Please list three volunteer/civic activities:

ORGANIZATION: 1 <sup>← TREASURER - 2 YRS</sup> S.E. UPLIFT / BUCKMAN COMM. ASSOC. DATE: 10.77 to DATE  
2 U.S.U. EXTN. MASTER GARDENER DATE: 1.85 to DATE  
<sup>← PRES. MULT. CITY CHAP 2 YRS.</sup>  
3 FRIENDS OF COMM. GARDENS DATE: 10.86 to DATE

RESPONSIBILITIES: ← CHAIR 1 YR.

I ALSO SERVED ON THE BUCKMAN BOARD & SE UPLIFT  
IN THE MID & LATE '70'S. SEE P.TS OF MULT. CITY VISIONS.



#### SECTION IV

Please list the name, address and telephone numbers of two people who may be contacted as references. Please name those who know about your interests and qualifications to serve on the Citizen Involvement Committee:

LESLIE FOHL-KOSTBAJ 6437 SEDIVISION 97206 2823-1612

MOSHE LENSKE % SE UPLIFT 3534 SE MAIN 97214 232-0010

OR RUTH ANN TSUKUDA

#### SECTION V

Please state any potential conflicts of interest between private life and public service which might result from service on the Citizen Involvement Committee:

NONE AT THIS TIME, BUT I AM SEEKING EMPLOYMENT  
IN THE PUBLIC SECTOR WITH THIS BEING ONE AREA OF  
INTEREST.

#### SECTION VI

In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

BIRTH DATE: Month 8 Day 8 Year 45 SEX: Female      Male X

ETHNIC ORIGIN: Asian      Black      Hispanic     

Native American      White X

My signature affirms that all information is true to the best of my knowledge. 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 the Citizen Involvement Committee, may result in my dismissal from that Committee.

Signature:  Date: 6.5.91

MEETING DATE: NOV 09 1993

AGENDA NO: C-100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: REAPPOINTMENTS

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: 11-9-93

Amount of Time Needed: CONSENT AGENDA

DEPARTMENT: Nondepartmental DIVISION: Chair's Office

CONTACT: Delma Farrell TELEPHONE #: 3953  
BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Reappointment of Mandated Position Designees to Community Corrections Advisory Committee:

Mandated Position:	Designee:	Term Ending:
District Attorney, Mike Schrunk	Jean Maurer	7-30-95
Law Enforcement Officer, Bob Skipper	Larry Reilly	7-30-95
Circuit Court Judge, Donald Londer	Doug Bray	7-30-95
Public Defender, Jim Hennings	Michael Greenlock	7-30-95

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

CLERK OF  
COUNTY COMMISSIONERS  
1993 NOV - 2 PM 4:27  
MULTI-NORTH COUNTY  
OREGON

MEETING DATE: NOV 09 1993

AGENDA NO: C-17

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: APPOINTMENT

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: 11-9-93

Amount of Time Needed: CONSENT AGENDA

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Delma Farrell TELEPHONE #: 3953  
BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Appointment of Matthias D. Kemeny to the Community Corrections Advisory Committee Lay Citizen position.. Term expires 7-30-95. Fills position vacated by resigning member.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93

BOARD OF  
COUNTY COMMISSIONERS  
1993 NOV - 2 PM 4:27  
MULTI-STATE 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)

Community Corrections Advisory Committee

- B. Name Matthias D. Kemeny

Address 3812 N. Mississippi Ave.

City Portland State Oregon Zip 97227

Do you live in \_\_\_\_\_ unincorporated Multnomah County or Portland a city within Multnomah County.

Home Phone (503) 223-2664

- C. Current Employer Color & Design Exhibits

Address 3625 N. Mississippi Ave.

City Portland State Oregon Zip 97227

Your Job Title C.E.O.

Work Phone 249-0400 (Ext) 13-306

Is your place of employment located in Multnomah County? Yes X No \_\_\_\_\_

- D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

CONTACT: Kathy Millard

GLADYS McCOY, MULTNOMAH COUNTY CHAIR  
1120 S.W. FIFTH, ROOM 1410  
PORTLAND, OREGON 97204  
(503) 248-3308

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

<u>Name of Organization</u>	<u>Dates</u>	<u>Responsibilities</u>
<u>Citizen's Crime Commission</u>		<u>Director</u>
<u>Emanuel Foundation Board</u>		<u>Director</u>
<u>N/MB Business Association</u>		<u>Past President</u>
<u>Children's Museum Board</u>		<u>Past President</u>

F. Please list all post-secondary school education.

<u>Name of School</u>	<u>Dates</u>	<u>Degree/Course of Study</u>
<u>PSU</u>	<u>1974</u>	<u>B.S.-Industrial Design</u>

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.

<u>Patrick F. Donaldson</u>	<u>274-9945</u>
<u>Roger Tauch</u>	<u>288-5593</u>

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

My company provides exhibits and displays to public agencies.

I. Affirmative Action Information

M  
sex / racial ethnic background

birth date: Month 7 Day 25 Year 42

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 1/7/93

MEETING DATE: NOV 09 1993  
AGENDA NO: C-18

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: APPOINTMENT

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: 11-9-93

Amount of Time Needed: CONSENT AGENDA

DEPARTMENT: Nondepartmental DIVISION: Chair's Office

CONTACT: Delma Farrell TELEPHONE #: 3953  
BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Appointment of Joelle Gelao to the Mental Health Advisory Committee. Appointment fills ORS requirement that two MHAC members be representatives of the Multnomah Council on Chemical Dependency. Term expires October, 1995.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

BOARD OF  
COUNTY COMMISSIONERS  
1993 NOV - 2 PM 4:27  
MULTNOMAH COUNTY  
OREGON



## 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)

Multnomah Council on Chemical Dependency

- B. Name Joelle Marie Gelao

Address 4110 NE 41st Avenue

City Portland State Oregon Zip 97211

Do you live in \_\_\_\_\_ unincorporated Multnomah County or yes a city within Multnomah County.

Home Phone (503) 288-3159

- C. Current Employer Mt. Hood Community Mental Health Center

Address 400 NE Seventh

City Gresham State Oregon Zip 97030

Your Job Title Mental Health Specialist/Family Services Consultant

Work Phone 661-5455 (Ext) 33

Is your place of employment located in Multnomah County? Yes XX No \_\_\_\_\_

- D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

Minnesota Security Hospital 7/82 - 12/86 Social Worker

CONTACT:

*Judy Boyer*

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134  
PORTLAND, OREGON 97204

(503) 248-3308

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

Name of Organization	Dates	Responsibilities
Heritage Center/Maplewood, MN	7/81 - 9/81	Camp Counselor
Nativity School/St. Paul MN	6/80 - 8/80	Assistant Teacher

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Mankato State University	1979-1982	Bachelor of Science in Social Work Bachelor of Science in Psychology
Mankato State University/Community Counseling Program	1984-1986	

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.

Felicia McCarthy, M.Ed. 661-5455

Ralph Bramucci, Ph.D. 661-5455

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

None that I am aware of

I. Affirmative Action Information

Female/Caucasian

sex / racial ethnic background

birth date: Month 2 Day 21 Year 59

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

*Joullie M. Fular*

Date

*June 13, 1990*

lom  
6/83



MEETING DATE: NOV 09 1993

AGENDA NO: C-19

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Ratification of a Revenue Agreement with Portland Public Schools

**BOARD BRIEFING**      **Date Requested:** \_\_\_\_\_

**Amount of Time Needed:** \_\_\_\_\_

**REGULAR MEETING:**      **Date Requested:** \_\_\_\_\_

**Amount of Time Needed:** 5 Minutes

**DEPARTMENT:** \_\_\_\_\_ **DIVISION:** Mental Health, Youth, and Family Services

**CONTACT:** Kathy Tinkle      **TELEPHONE #:** 248-3691 x6858  
**BLDG/ROOM #:** 160/6th Floor

**PERSON(S) MAKING PRESENTATION:** Susan Clark/Kathy Tinkle

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY      ☐ POLICY DIRECTION      ☒ APPROVAL      ☐ OTHER

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

Ratification of a Revenue Agreement between the Multnomah County, Mental Health, Youth, and Family Services Divisions Developmental Disabilities Program and Portland Public Schools for the period July 1, 1993 through June 30, 1994. Portland Public School District will pay \$105,320 for Early Intervention and Early Childhood Special Education Services for eligible children in Multnomah County.

*11/10/93 originals to Kathy Tinkle*

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

OR

**DEPARTMENT MANAGER:** *Susan Clark*

BOARD OF  
COUNTY COMMISSIONERS  
1993 NOV -3 AM 8:50  
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 SOCIAL SERVICES  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(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

## M E M O R A N D U M

TO: Board of County Commissioners

FROM: Susan Clark, Acting Director *slc*  
Mental Health, Youth, and Family Services Division

DATE: October 29, 1993

REQUESTED PLACEMENT DATE:

RE: Approval of a Revenue Agreement with Portland Public Schools

### I. Action Requested:

Approval of an Intergovernmental Revenue Agreement with Portland Public Schools.

### II. Background/Analysis:

The attached agreement provides \$105,320 in revenue for Multnomah County Developmental Disabilities (DD) Program for the period July 1, 1993 through June 30, 1994. The document was prepared by the school district and received by the DD Program office on October 14, 1993 for processing. The County DD Program, in coordination with Portland Public Schools, provides Early Intervention and Early Childhood Special Education services for eligible children in Multnomah County.

### III. Financial Impact:

The Portland Public School district will provide \$105,320 to pay for services.

### IV. Legal Issues:

N/A

### V. Controversial Issues:

N/A

VI. Link to Current County Policies:

This agreement provides services to eligible children in Multnomah County.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A



# **CONTRACT APPROVAL FORM** (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103874

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 type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>REVENUE</b> <b>APPROVED MULTNOMAH COUNTY</b> <b>BOARD OF COMMISSIONERS</b> AGENDA # <u>C-19</u> DATE <u>11/9/93</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>

 Department \_\_\_\_\_ Division MHYFSD Date OCT 18, 1993

Contract Originator \_\_\_\_\_ Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

 Administrative Contact KATHY TINKLE Phone 248-3691 Bldg/Room 160/6

 Description of Contract A revenue IGA wherein the Portland Public School Dist will pay County \$105,320 for DD Early Intervention services effective July 1, 1993 through June 30, 1994.

 RFP/BID # N/A Revenue IGA Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

 ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

 Contractor Name PORTLAND PUBLIC SCHOOLS  
 Mailing Address 531 SE 14th AVE  
PORTLAND OR 97214  
 Phone 280-5840  
 Employer ID# or SS# N/A  
 Effective Date July 1, 1993  
 Termination Date June 30, 1994  
 Original Contract Amount \$ \_\_\_\_\_  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ 105,320

Early Intervention/Early Childhood Special Education Program

 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 \$ _____	

**REQUIRED SIGNATURES:**Department Manager Susan ClarkPurchasing Director \_\_\_\_\_  
(Class II Contracts Only)County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration \_\_\_\_\_  
(Class I, Class II Contracts Only)Encumber: Yes ☐ No ☐Date 10/29/93

Date \_\_\_\_\_

Date 10-2-93Date November 9, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010							Revenue	105,320	
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



Region VI Administrative Office  
**Early Intervention**  
**Early Childhood Special Education Program**  
 531 SE 14th Ave. Portland, Oregon 97214  
 Phone 280-5840 or Fax 280-6468



Serving:  
 Clackamas  
 Clatsop  
 Columbia  
 Hood River  
 Multnomah  
 Washington &  
 Wasco Counties

Administrators:  
 Nancy Horner,  
 Assistant Director  
 Susan Saling,  
 Coordinator

## AGREEMENT

OCT 14 1993

Portland Public Schools (Contractor) serving as the regional contractor under an agreement with the Oregon Department of Education dated July 14, 1993 retains the services of Multnomah County Developmental Disabilities Program (Agency) under the following terms and conditions:

### 1. Services.

Agency shall act as the designated referral agency for Multnomah County as defined in ORS 343.035 and applicable Oregon Administrative Rules which by this reference is incorporated.

Agency shall provide these services in compliance with applicable federal and state regulations pertaining to EI/ECSE including the Individuals with Disabilities Act (IDEA), ORS 343.465 to 343.534, applicable Oregon Administrative Rules and related rules adopted by the State Board of Education, and Contractor policies and regulations.

Agency shall assist Contractor with the development of a Medicaid billing system by the Oregon Department of Education and, when developed, implement the system for its students and shall implement and require its subcontractors to implement the system.

Agency shall establish an efficient and thorough system to process children referred because they are suspected of being eligible for Early Intervention or Early Childhood Special Education (fixed point of referral).

Agency shall provide the services required herein beginning July 1, 1993, and continuing through June 30, 1994. This contract will not be amended after the expiration date.

### 2. Contact Person.

Agency shall appoint a primary contact person to serve as the liaison with the Contractor. The contact person will be fully knowledgeable regarding all aspects of the Agency performance hereunder, have full access thereto, and be authorized to make day-to-day decisions regarding the agreement.

3. Mobilization.

Agency shall employ sufficient staff with appropriate experience, expertise, certification, licensing or classification; office space; meeting space; office supplies; equipment; and transportation to efficiently fulfill the requirements of this agreement.

4. Reporting.

Agency shall provide reports as requested by the Contractor, including those hereafter described, documenting that the services required hereunder are available and provided throughout the agreement year in strict compliance with state and federal law and that the Agency has complied with the requirements of this agreement.

Agency shall submit the following documentation to the Contractor at the times specified:

(a) Documents required by October 8, 1993:

- A comprehensive line item budget for all expenditures hereunder.
- Mobilization Report
- Service Area Plan Information

(b) Documents required by November 15, 1993:

- First Quarter Expenditure Report (July 1, 1993 - September 30, 1993)

(c) Documents required by January 1, 1994:

- December 1, 1993 IDEA census for both Part B and Part H, or Chapter 1, as required and other reports required by IDEA.

(d) Documents required by February 15, 1994:

- Second Quarter Expenditure Report (October 1 - December 31)

(e) Documents required by May 15, 1994:

- Update of EI/ECSE Census for May 1, 1994;
- Third Quarter Expenditure Report (January 1 - March 30)

(f) Documents required by July 31, 1994:

- Fourth Quarter Expenditure Report (April 1 - June 30)

(g) Documents required by August 15, 1994:

- Final Expenditure Report

Contractor may additionally require Agency to provide information and other reports as reasonably requested for the purpose of developing the annual agreement and biennial legislative budget.

5. **EI/ECSE Service Area Plan.**

Agency shall provide information needed by Contractor for development of an annual service area plan which Contractor must submit by October 15, 1993, to the Oregon Department of Education. For the plan Agency will provide to Contractor by October 8, 1993:

- (a) Written assurances that it is providing services to eligible EI/ECSE children in Agency in compliance with applicable state and federal regulations including IDEA, ORS 343.365 to 343.534, and related Oregon Administrative Rules.
- (b) A written description of the organizational structure for service delivery in Agency.
- (c) A written description of the services provided by Agency.

6. **Regional Coordination.**

Agency shall participate in scheduled regional meetings with Contractor, Agency's and agency subcontractors. The purpose of these meetings will be to exchange information, problem solve, and network.

The Agency shall participate in and support the activities of the Local Advisory Council.

7. **Equipment.**

"Equipment" means nonconsumable items purchased hereunder at a cost of \$500 or more. Agency must obtain prior Contractor approval for the purchase of equipment. The Agency shall maintain an inventory of capital equipment purchased with agreement funds. This equipment is considered the property of the State of Oregon.

8. **Subcontracts:**

Services shall be provided directly by the Agency and shall not be provided by subcontract.

9. **Payment for Services.**

The Oregon Department of Education by agreement with the Contractor has assured Contractor that sufficient State funds are available to finance the cost of this agreement within its current budget. The Oregon Department of Education and Contractor do not assure Agency and its subcontractors that federal funding necessary for these services will continue to be available.

This funding includes the following:

<u>Estimated Number of Children</u>	<u>Type of Service</u>	<u>Amount</u>
800	Early Intervention/Early Childhood Special Education	\$105,320

Funds must be expended according to the budget provided for at part 4, "Reporting." Agency may transfer within the Early Intervention budget or the Early Childhood Special Education budget; however, the total transfers may not vary any one of the line items more than 10 percent from its original amount without prior written approval by the contractor.

If transfers do vary one of the line items more 10 percent without prior written Contractor approval, Agency shall pay that dollar amount to Contractor from Agency moneys or Contractor will withhold a similar amount from moneys due and owing Agency for services rendered.

Agency shall provide the services, reports and all other things required hereunder within the total agreement price specified above. The total agreement price is the maximum compensation and any costs incurred beyond that shall be borne by the Agency. No costs incurred prior to the effective date, date on which all signatures are obtained or after the expiration date of this agreement, shall be assigned as costs under this agreement unless specifically approved by the Oregon Department of Education. This agreement will not be amended after June 30 of the agreement year.

Contractor will pay to Agency as follows:

- (a) Upon signing, 20 percent of the agreement price.
- (b) By November 1, 1993, 10 percent of the agreement price based on actual eligible agreement expenditures.
- (c) By December 1, 1993, 10 percent of the agreement price based on actual eligible agreement expenditures.
- (d) By January 1, 1994, 10 percent of the agreement price based on actual eligible agreement expenditures.
- (e) By February 1, 1994, 10 percent of the agreement price based on actual eligible agreement expenditures.
- (f) By March 1, 1994, 10 percent of the agreement price based on actual eligible agreement expenditures.



- (g) By April 1, 1994, 10 percent of the agreement price based on actual eligible agreement expenditures.
- (h) By May 1, 1994, 10 percent of the agreement price based on actual eligible agreement expenditures.
- (i) By June 1, 1994, 5 percent of the agreement price based on actual eligible agreement expenditures.
- (j) By July 31, 1994, Agency and Contractor shall make a financial adjustment according to Agency's actual eligible expenditures hereunder for this agreement.
- (k) By August 15, 1994, final amount based on actual expenditure through June 30, 1994, not to exceed contract total.

Each of the foregoing payments and the final adjustment shall be subject to adjustment based on later determination by the State or Federal Government regarding eligibility of expenditures or contractual compliance.

10. **Program Capacity.**

This agreement presumes the Agency will service the number of children specified in part 8, "Payment for Service." The Department of Education may, from time to time, direct the Contractor to reduce and the Contractor will reduce proportionately the amount of this agreement if enrollments of eligible children are below 90 percent of that estimated number of children. Contractor will provide Agency 7 days written notice of any proposed reduction based on under enrollments. Notice will be delivered by certified mail or in person. If the number of children served exceeds 125 percent of the estimated number of children, Agency may submit a written request and payment for services will be renegotiated.

11. **Eligible Costs.**

Agency direct costs of performance of this agreement, which are properly documented, are eligible costs under the agreement. The typical direct costs are:

- (a) Compensation of employees for time devoted to and identified specifically to the performance of the agreement.
- (b) Costs of materials identified as acquired, consumed or expended specifically for the purpose of the agreement.
- (c) Equipment and other approved capital outlays authorized as specified in Part 7.

- (d) Similar eligible costs of subcontractors.
- (e) Travel expenses specifically incurred in the performance of the agreement. Mileage shall be paid at Agency's standard employee mileage reimbursement rate.

Agency indirect costs of performance of this agreement are eligible costs under the agreement. These costs may be claimed for reimbursement at the rate approved by the Contractor based upon the information reported on Form 3118 or 8 percent whichever is lesser. Indirect costs may only be charged to direct costs and may not include the purchase of consumable and nonconsumable items, subcontracts, fines and penalties, debt service or contingencies.

12. **Program Monitoring/Evaluation.**

Agency will be evaluated by Contractor using procedures prescribed by the Oregon Department of Education. The evaluation results are reported to the Oregon Department of Education.

Agency will assist Contractor in fulfilling Contractor's obligation to the Oregon Department of Education to monitor and evaluate Agency and the performance of Agency subcontractors hereunder including, but not limited to, the progress and records of children served by the Agency to assure that the services provided and the records maintained documenting those services meet all federal and state requirements for the programs.

13. **General.**

**Audits.** The Agency shall facilitate the Oregon Department of Education's and Contractor's on-site or other audits of financial, statistical and program relating to financial, student records, and programs relating to Agency and its subcontractor's performance under this agreement.

**Liability/Indemnification.** Agency shall defend, save and hold harmless the State of Oregon, the Oregon Department of Education, and the Portland Public Schools, their officers and employees, from all claims, lawsuits or actions of whatsoever nature resulting from or arising out of the activities of the Agency its agents, employees and subcontractor under this agreement.

**Limitation on Use of Funds.** Funds received by the Agency and its subcontractors hereunder shall not supplant resources otherwise available in the County for services but shall be used to establish services in addition to those provided through the other resources.

**Termination.** This agreement may be terminated by either party, upon 7 days written notice and delivered by certified mail or in person. Prior to the actual termination of services provided for under this agreement, the parties shall plan a system for continuation of services to eligible children.

MULTNOMAH COUNTY  
Mental Health, Youth, and Family Services  
426 SW Stark, 6th Floor  
Portland, OR 97204

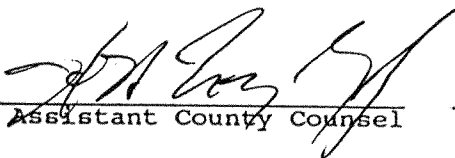
PORTLAND PUBLIC SCHOOLS

By  11/9/93  
Beverly Stein Date  
Multnomah County Chair

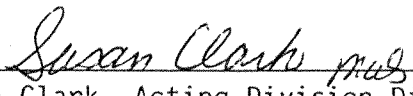
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By  11.2.93  
Assistant County Counsel Date

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By:   
Susan Clark, Acting Division Director  
Date: 10/29/93

By:  10.20.93  
Dennis Adams, Program Manager Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-19 DATE 11/9/93  
DEB BOGSTAD  
BOARD CLERK

RECEIVED

OCT 29 1993

MULTNOMAH COUNTY CHAIR

MEETING DATE: NOV 09 1993

AGENDA NO: R-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: CENTRAL LIBRARY INTERIM LEASE AND VALIDATION SUIT RESOLUTION

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: 11-9-93

Amount of Time Needed: 15 minutes

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Jim Emerson TELEPHONE #: 248-3322  
BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: Ginnie Cooper, Bob Oberst, Jim Emerson, and Patricia Shaw

ACTION REQUESTED:

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

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

Approve Resolution approving interim lease agreement for Central Library and authorize staff to proceed with confirmation and validation suit. (See attached for Statement of Rationale)

11/10/93 certified true copy to  
Bob Oberst; copies to Jim Emerson,  
Patricia Shaw & Ginnie Cooper  
11/18/93 certified true copies of LEASE  
& Resolution to WEAVER BOYER

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

OR

DEPARTMENT MANAGER: Ginnie Cooper

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93



# MULTNOMAH COUNTY OREGON

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## MEMORANDUM

To: Board of County Commissioners

From: Dave Boyer, Finance Director  
Ginnie Cooper, Director of Libraries  
Jim Emerson, Construction Manager

Date: October 30, 1993

Requested Placement Date: November 9, 1993

RE: Resolution relating to the interim Lease for the Central Library and Validation Lawsuit

I. Recommendation/Action Requested: Staff is recommending the Board approve the Resolution that authorizes and approves, but not executes, the lease agreement with Melvin Mark Development Co. for the Central Library interim location at 1400 S.W. Fifth Avenue and authorize staff to proceed with the necessary action to validate this agreement with the Circuit Court.

II. Background/Analysis: On July 20, 1993 we briefed the Board on the steps the County needed to take to determine if it was legal to use General Obligation Bond proceeds for lease and improvement expenses at a temporary library facility and relocation expenses of transferring the operations to a temporary location and upon completion transferring the operations back to the Central Library.

The Board directed Facilities Management to work with the Library to locate an interim location and negotiate a lease agreement. Staff involved requested proposals and received three proposals. Based on staffs review, the proposal received from Melvin Mark best meets the need of the Library.

The main reason for vacating the Central Library during reconstruction is to ensure that improved library services are available to the public as soon as possible. This will be accomplished because the construction schedule will be reduced from approximately five years to three years. In addition it is estimated that their will be a cost savings to the project by relocating library operations during reconstruction.

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Central Library  
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The validation lawsuit is being recommended to ensure that temporary lease payments and associated move costs are within the meaning of capital construction as spelled out in ORS 310.140.

III. Financial Impact: No General Fund Impact. The long term financial impact will be the cost savings if the Court rules that lease payments made for an interim location are legal uses of bond proceeds.

IV. Legal Issues: Legal issues have been addressed in background discussion. Validation lawsuit to be filed with the Circuit Court.

V. Controversial Issues: Some citizens may question the use of bond proceeds being used for interim lease payments and relocation expenses.

VI. Link to Current County Policies: This is the policy direction staff received from the Board in July.

VII. Citizen participation: Library Board has been involved and the Central Library Design and Construction Oversight Committee will be involved. Anticipate input from them. Tom Dennehy has been kept up to date on this issue.

VIII. Other Government Participation: Library Department, Facilities Management and Finance have all been involved in this project. County Counsel has been kept informed.

## LEASE

THIS LEASE is entered into this 9<sup>th</sup> day of November, 1993, between MARK GROUP PARTNERSHIP NO. 6 ("Landlord") and MULTNOMAH COUNTY ("Tenant"). Landlord owns a building and other improvements (the "Building") on that certain property located at 1400 S.W. Fifth Avenue, in the City of Portland, County of Multnomah, and State of Oregon, and legally described as Lots 1 through 8, Block 149, City of Portland (the "Land"). The Land and the Building are collectively referred to herein as the "Property." Landlord hereby leases to Tenant and Tenant hereby leases from Landlord all of the Building except the parking deck (the "Premises"), on the terms and conditions set forth in this Lease. Landlord reserves for itself, its tenants and their respective employees, invitees, and agents the nonexclusive right to use and right of access to (a) the lobby area near the Fifth Avenue entrance to the Building, (b) the elevators, and (c) the Building core areas, systems, equipment, and service areas. Landlord, upon at least 30 days notice to Tenant, may lease to other parties any rentable space in the Building above the third floor of the Building. Landlord shall not grant to such third parties any rights to access to the Premises except as specifically provided in this paragraph. The exercise of Landlord's rights under this paragraph shall not affect Tenant's obligations under this Lease. Tenant shall be responsible for providing security for its Premises. If Landlord leases space to a third party and Tenant desires, Landlord shall provide a mechanism in the Building elevators which will preclude access to the floors occupied by Tenant for library or storage purposes after normal business hours, but which will allow Landlord and third parties access to the remainder of the Building.

1. TERM. The term of this Lease (the "Term") shall be for a period of 3 years, commencing on the first to occur of the following dates: November 1, 1994 or the date on which Tenant begins to use the Premises for library operations on, at, or from the Premises (the "Commencement Date"). If the first day of the Term shall be a day other than the first day of a calendar month, then the Term shall be extended by the number of days between the Commencement Date of this Lease and the first day of the first calendar month thereafter, so that the Term shall expire at the end of a calendar month. In the event Landlord allows Tenant the right to early possession of the Premises for the purpose of installation of Tenant's improvements to the Premises or for other purposes, Tenant's entry into the Premises shall be subject to all terms and conditions of this Lease except the payment of Rent. Tenant's entry shall mean entry by Tenant, its officers, contractors, employees, licensees, agents, servants, guests, invitees, and visitors.

2. RENT. Beginning on the Commencement Date and continuing during the entire Term, Tenant shall pay to Landlord as rent for each "Lease Year" "Base Rent" as defined in this section. The term "Lease Year" shall mean the period from the Commencement Date through the first December 31st following the Commencement Date, January 1st through December 31st for each subsequent full calendar year during the Term, and January 1st to the end of the Term for the final Lease Year.

(a) Base Rent. The minimum monthly rent during the Term ("Base Rent") shall be fifty thousand dollars (\$50,000.00). Base Rent shall be paid in advance on or before the first day of each calendar month during the Term, except for the first calendar month. Upon execution of this Lease, Tenant shall pay to Landlord Base Rent for the first full calendar month of the Term which is equal to \$50,000.00. If the first month of the Term shall be a partial month, Base Rent shall be prorated on a daily basis and the amount due for such partial month shall be paid on or before the first day of the first full calendar month following the Commencement Date.

(b) All references to "Rent" or "Rental" in this Lease shall mean Base Rent and all other payments required of Tenant under this Lease unless otherwise expressly specified. Rent shall be paid without offset or deduction for any reason, except as provided in Sections 13 and 14 of this Lease.

### 3. TAXES AND INSURANCE

(a) Tenant's Taxes. Tenant shall be responsible for and shall pay before delinquent all taxes assessed during the Term against any leasehold or personal property of any kind owned by or placed upon or about the Property by Tenant.

(b) Property Taxes. In addition to the Rent provided in this Lease, Tenant shall pay 100% of all real property taxes and assessments levied, assessed or imposed during the Term upon the Property (the "Taxes") except for Taxes attributable to the parking deck and to Third Party Leases, as provided below. If, during the Term, the voters of the state in which the Premises are located or the state legislature enacts a real property tax limitation, then any substitute taxes, in any name or form, which may be adopted to replace or supplement real property taxes shall be considered the equivalent of real property taxes for purposes of this Section 3(b). Should there be in effect during the

Term any law, statute, or ordinance which levies, assesses, or imposes any tax (other than federal or state income tax) upon rents, Tenant shall pay such taxes as may be attributable to the Rents under this Lease or shall reimburse Landlord for any such taxes paid by Landlord within ten days after Landlord bills Tenant for the same. Landlord shall pay a proportionate share of the Taxes (not to exceed five percent) which are attributed to the parking deck. Also, if Landlord is a party to or enters into a lease of space in the Building (not including the parking deck) which is not part of the Premises (a "Third Party Lease"), then Landlord shall pay an additional portion of the Taxes. Such portion shall be determined by multiplying Landlord's Tax Portion (defined below) by the applicable millage rate for the tax bill in question. "Landlord's Tax Portion" shall equal the product of the total assessed value of the Property multiplied by a fraction, the numerator of which is the number of square feet of rentable space leased pursuant to the Third Party Lease, and the denominator of which is the total number of square feet of rentable space in the Building. Tenant shall pay the remainder of the Taxes (except for the parking deck, as provided above). Landlord's obligation to pay its portion of the Taxes attributed to a Third Party Lease shall terminate when the Third Party Lease expires or is terminated. Tenant and Landlord shall each pay their respective portions of the Taxes on or before the 15th day of November of each Lease Year, to take advantage of the available discount. Landlord and Tenant shall provide to each other written evidence of such timely payment, prior to November 15 of each Lease Year.

(c) Increases in Premiums. This Lease is entered into on the basis that Tenant's occupancy will be for the purpose of library operations. If Tenant uses the Property for another purpose which results in higher insurance premiums, Tenant shall pay for the increased costs of the premiums for insuring the Building against loss by fire with standard extended coverage endorsements during the Term. Tenant shall refrain from any activity in its use of the Premises, excluding ordinary library operations, which would make it impossible to insure the Premises or the Building against casualty or which would increase the insurance rate of the Building or prevent Landlord from taking advantage of the ruling of the Insurance Rating Bureau of Oregon or its successors allowing Landlord to obtain reduced premium rates for long term fire insurance policies, unless Tenant pays the additional cost of the insurance. All of Tenant's electrical equipment shall be U-L approved. If Tenant installs any electrical equipment that overloads the lines in the Premises or in the Building, Tenant shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction. Any insurance premiums to be paid by Tenant hereunder shall be paid by Tenant to Landlord within thirty days after Landlord bills Tenant for the same.

(d) Indemnity; Tenant's Insurance. Tenant shall indemnify and save harmless Landlord from any and all liability, damage, expenses, attorney's fees, causes of actions, suits, claims or judgments, arising out of or connected with (i) the use, occupancy, management, or control of the Premises, (ii) any failure of Tenant to comply with the terms of this Lease, and (iii) the acts or omissions of Tenant, its agents, officers, directors, employees, or invitees; provided, however, that Tenant shall not be liable for and shall not indemnify and hold harmless Landlord from claims caused by the negligence of Landlord. Subject to the provisions of the Oregon Tort Claims Act described below, Tenant shall, at its own cost and expense, defend any and all suits which may be brought against Landlord either alone or in conjunction with others upon any such above mentioned cause or claim from and against which Tenant has agreed to indemnify and hold harmless Landlord, and shall satisfy, pay, and discharge any and all judgments that may be recovered against Landlord in any such action or actions in which Landlord may be a party defendant. Tenant shall at its own expense during the Term carry in full force and effect a comprehensive public liability insurance policy, with an insurance carrier satisfactory to Landlord, naming Landlord as an additional insured, with limits of not less than \$3,000,000 per occurrence, and \$3,000,000 in aggregate bodily injury liability, and \$3,000,000 per occurrence property damage liability, insuring against any and all liability of Tenant with respect to the Premises and under this Lease, or arising out of the maintenance, use or occupancy of the Premises; provided, however, that so long as Tenant self insures such risks generally, this insurance obligation of Tenant may be satisfied by such self insurance to the extent of its available limits, if less than set forth in this Lease. Such policy shall provide that the insurance shall not be cancelable or modified without at least ten (10) days prior written notice to Landlord, and shall be deemed primary and noncontributing with other insurance available to Landlord. On or before the Commencement Date, Tenant shall furnish Landlord with a certificate or other acceptable evidence that such insurance is in effect. Tenant shall also provide and maintain insurance or self insurance sufficient to comply with Worker's Compensation and Employer's Liability laws.

4. PLACE OF PAYMENT. Tenant shall pay the Rent and other amounts required to be paid by Tenant hereunder to Landlord at the address for Landlord set forth in this Lease, or at such other place as Landlord may from time to time designate in writing.



5. USE OF PREMISES. The Premises shall be used for operation of a public library except on floors 4 and 5 (or any substitute storage floors as provided in Section 33 of this Lease), which shall be for storage of books and for no other purpose without Landlord's written consent, which consent shall not be unreasonably withheld. In connection with the use of the Building, Tenant shall:

(a) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use of the Premises and correct, at Tenant's own expense, any failure of compliance created through Tenant's fault or by reason of Tenant's use, unless such failure is due to Landlord's default in the performance of the agreements set forth in this Lease to be kept and performed by Landlord;

(b) Refrain from any activity which would be reasonably offensive to Landlord, to other tenants in the Building, or to owners or tenants of the adjoining premises, or which would tend to create a nuisance or damage the reputation of the Premises or of any such buildings. Without limiting the generality of the foregoing, Tenant shall not permit any objectionable noise or odor to escape or be emitted from the Premises nor permit the use of flashing (strobe) lights;

(c) Refrain from loading the floors beyond the point considered safe by a competent engineer or architect selected by Landlord; provided, however, that floor loading not exceeding 125 pounds per square foot of floor area shall be considered safe under the provisions hereof; and refrain from using water, sewer, and plumbing systems in any harmful way. Tenant shall use hair interceptors, grease traps or other drain protection devices as needed to avoid such harmful use;

(d) Refrain from making any marks on or attaching any sign, insignia, antenna, window covering, aerial or other device to the exterior or interior walls, windows or roof of the Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld. Landlord need not consent to any sign which fails to conform to the general design concept of the Building, as established by Landlord. Notwithstanding Landlord's consent to any signs, Tenant shall remove all such signs upon termination of the Lease and repair any damage to the Premises caused thereby, at Tenant's own cost and expense;

(e) Comply with any reasonable rules respecting the use of the Premises promulgated by Landlord from time to time and communicated to Tenant in writing. Without limiting the generality of the foregoing, such rules may establish hours during which the common area shall be open for use and may regulate deliveries to the Premises, so long as such rules do not unreasonably interfere with Tenant's use of the Building for the purposes provided in this Lease;

(f) Not permit any cash, credit card, or coin-operated vending, novelty or gaming machines or equipment on the Premises without the prior written consent of Landlord; and not to permit the use of any part of the Premises for a store or other retail use except such use as may be a reasonable and customary part of public library use; nor for an auction, distress or fire sale, or bankruptcy or going-out-of-business sale or the like;

(g) Not commit or suffer any strip or waste of the Premises including without limitation the improvements thereon or any part thereof; and Tenant shall keep the Premises in a neat, clean, sanitary, and orderly condition; and

(h) Not generate, release, store, or deposit on the Premises any environmentally hazardous or toxic substances, materials, wastes, pollutants, oils, or contaminants, as defined by any federal, state, or local law or regulation (collectively, "Hazardous Substances"). Tenant shall indemnify and hold harmless Landlord from and against any and all claims, losses, damages, response costs and expenses of any nature whatsoever (including without limitation attorneys', experts', and paralegals' fees) arising out of or in any way related to the generation, release, storage, or deposit of Hazardous Substances on the Premises by Tenant, its agents, contractors, employees or invitees.

6. TENANT IMPROVEMENTS AND ALTERATIONS. Unless otherwise specified in any Rider or Exhibit to this Lease, Tenant shall pay for all tenant improvements, whether the work is performed by Landlord or by Tenant. Tenant shall make no improvements or alterations on the Premises of any kind, including the initial work to be performed by Tenant in the Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Prior to the commencement of any work by Tenant, Tenant shall first submit the following to Landlord and obtain Landlord's written consent to all of the following, which consent shall not be unreasonably withheld: Tenant's plans and specifications; Tenant's estimated costs; and the names of all of Tenant's contractors and

subcontractors. If Landlord is to perform all or some of such work, Landlord shall have the right to require Tenant to pay for the cost of the work in advance or in periodic installments, except for such work which is to be performed at Landlord's expense under the provisions of Section 31 of this Lease. If the work is to be performed by Tenant, Landlord shall have the right to require Tenant to furnish adequate security to assure timely payment to the contractors and subcontractors for such work. All work performed by Tenant shall be done in strict compliance with all applicable building, fire, sanitary, and safety codes, and other applicable laws, statutes, regulations, and ordinances, and Tenant shall secure all necessary permits for the same. Tenant shall keep the Premises free from all liens in connection with any such work. All work performed by the Tenant shall be carried forward expeditiously, shall not interfere with Landlord's work or the work to be performed by or for other tenants, and shall be completed within a reasonable time. Landlord or Landlord's agents shall have the right at all reasonable times to inspect the quality and progress of such work. All improvements, alterations and other work performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed, except for Tenant's trade fixtures, and may not be removed at the expiration of this Lease unless the applicable Landlord's consent specifically provides otherwise. Notwithstanding Landlord's consent to improvements or alterations by Tenant, all such improvements, alterations or other work to be performed by Tenant shall be at the sole cost and expense of Tenant.

7. REPAIRS AND MAINTENANCE.

(a) Landlord's Responsibilities. The following shall be the responsibility of Landlord, and Landlord shall maintain all of the following in good condition and repair:

(i) Structural repairs and maintenance and repairs necessitated by structural disrepair or defects;

(ii) Repair and maintenance of the exterior walls, roof, gutters, downspouts and the foundation of the building in which the Premises are located. This shall not include maintenance of the operating condition of doors and windows or replacement of glass, nor maintenance of the store front; and

(iii) Repair of interior walls, ceilings, doors, windows, floors and floor coverings when such repairs are made necessary because of failure of Landlord to keep the structure in repair as above provided in this Section 7(a).

(iv) Maintenance of the heating, ventilating and air conditioning system, the elevators, and the plumbing systems. However, Tenant shall pay all utility bills for usage of such items pursuant to Section 9 of this Lease.

(b) Tenant's Responsibilities. The following shall be the responsibility of Tenant, and Tenant shall keep clean and maintain and repair, at its sole cost and expense, all of the following in as good condition and repair as at the commencement of the Term of this Lease, reasonable and ordinary wear excepted:

(i) The interior of the Premises including any interior decorating;

(ii) Any repairs necessitated by the negligence of Tenant, its agents, employees and invitees and their use of the Premises;

(iii) Maintenance and repair of the interior walls and floor coverings (both hard surfaces and carpeting);

(iv) Any repairs or alterations required under Tenant's obligation to comply with the laws and regulations as set forth in this Lease; and

(v) All other repairs or maintenance to the Building which Landlord is not expressly required to make under Section 7(a) above, which includes, without limiting the generality of the foregoing, the replacement of all glass which may be broken or cracked during the Term with glass of as good or better quality than that in use at the commencement of the Term, and cleaning, repair, maintenance and replacement if necessary of the store front, wiring, electrical systems and equipment, and lighting. All of Tenant's work shall be in full compliance with then-current building code and other governmental requirements. Tenant shall contract with a qualified pest

extermination company for regular extermination services to keep the Premises free of pests, vermin, and rodents. Tenant shall also provide its own security.

If Landlord enters into a Third Party Lease, then Landlord shall be responsible for providing janitorial services to the space leased to the Third Party Lease and Landlord shall reimburse Tenant a portion of the costs for utility services paid by Tenant in the Building pursuant to Section 9 below.

(c) Inspections. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs as outlined above in any area in Tenant's possession and control shall not mature until a reasonable time after Landlord has received from Tenant written notice of the necessity of repairs, except in the event emergency repairs may be required and in such event Tenant shall attempt to give Landlord appropriate notice considering the circumstances.

(d) Landlord's Work. All repairs, replacements, alterations or other work performed on or around the Premises by Landlord shall be done in such a way as to interfere as little as reasonably possible with the use of the Premises by Tenant. Tenant shall have no right to an abatement of Rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's performance of repairs and maintenance pursuant to this Section 7.

8. LIENS. Tenant shall keep the Premises free from all liens, including mechanic's liens, arising from any act or omission of Tenant or those claiming under Tenant. Landlord shall have the right to post and maintain on the Premises or the building in which the Premises are situated such notices of non-responsibility as are provided for under the lien laws of the state in which the Premises are located.

9. UTILITIES. Tenant shall pay promptly for all utility services provided to the Building including, without limitation, all water, sewer, gas, electricity, and garbage collection services (collectively, the "Utilities"). If Landlord enters into a Third Party Lease, then Landlord shall pay a portion of the Utilities which amount shall be equal to the product of the Utilities multiplied by a fraction, the numerator of which is the number of square feet of rentable space leased pursuant to the Third Party Lease, and the denominator of which is the total number of square feet of rentable space in the Building. Landlord's obligation to pay such portion of the Utilities shall terminate when the Third Party Lease terminates or when the tenant under the Third Party Lease vacates the Building.

10. ICE, SNOW, AND DEBRIS. Tenant shall keep the walks around the Building free and clear of ice, snow, rubbish, debris, and obstructions. Tenant shall save and protect Landlord from any injury whether to Landlord or Landlord's property or to any other person or property caused by Tenant's failure to perform Tenant's obligations under this Section 10. Tenant's obligations under this Section 10 shall be performed at Tenant's cost and expense.

11. WAIVER OF SUBROGATION. Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, including sprinkler leakage insurance, if any. All claims or rights of recovery for any and all such loss or damage, however caused, are hereby waived. Without limiting the generality of the foregoing, said absence of liability shall exist whether or not such loss or damage is caused by the negligence of either Landlord or Tenant or by any of their respective agents, servants or employees.

12. INJURY TO TENANT'S PROPERTY. Landlord shall not be liable for any injury to the goods, stock, merchandise or any other property of Tenant or to any person in or upon the Premises resulting from fire or collapse of the building in which the Premises are located or any portion thereof or any other cause, including but not limited to damage by water, gas or steam, or by reason of any electrical apparatus in or about the Premises.

13. DAMAGE OR DESTRUCTION.

(a) Partial Destruction. If the Premises shall be partially damaged by fire or other cause, and Section 13(b) below does not apply, the damages to the Premises shall be repaired by Landlord with all reasonable dispatch, and all Base Rent until such repair shall be made shall be apportioned according to the part of the Premises which is useable by Tenant, except when such damage occurs because of the fault of Tenant. Landlord shall bear the cost of such repairs unless the damage occurred from a risk which would not be covered by a standard fire insurance policy with an endorsement for extended coverage, including sprinkler leakage, or the damage was the result of the

fault of Tenant, in which event Landlord may perform such repairs or, at its option, Landlord may terminate this Lease effective as of the date of such partial damage upon giving written notice to Tenant within 45 days after the partial damage. The parties shall have no further rights or obligations under this Lease from such termination date.

(b) Substantial Damage. If the Building or the Premises, or either of them, are 50% or more destroyed during the Term by any cause, Landlord may elect to terminate the Lease as of the date of damage or destruction by notice given to Tenant in writing not more than 45 days following the date of damage. In such event, the parties shall have no further rights and obligations under the Lease after such date of termination. In the absence of an election to terminate, Landlord shall proceed to restore the Premises, if damaged, to substantially the same form as prior to the damage or destruction, so as to provide Tenant useable space equivalent in quantity and character to that before the damage or destruction. Work shall be commenced as soon as reasonably possible, and thereafter proceed without interruption, except for work stoppages on account of matters beyond the reasonable control of Landlord. From the date of damage until the Premises are restored or repaired, Base Rent shall be abated or apportioned according to the part of the Premises useable by Tenant, unless the damage occurred because of the fault of Tenant. Landlord shall bear the cost of such repairs if Landlord so elects to repair.

(c) Restoration. If the Premises are to be restored by Landlord as above provided in this Section 13, Tenant, at its expense, shall be responsible for the repair and restoration of all items which were initially installed at the expense of Tenant, together with Tenant's stock in trade, trade fixtures, furnishings, and equipment.

#### 14. EMINENT DOMAIN.

(a) Partial Taking. If a portion of the Premises is condemned and neither Section 14(b) nor Section 14(c) apply, the Lease shall continue in effect. Landlord shall be entitled to all the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of condemnation. Landlord shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to the condition as comparative as reasonably practicable to that existing at the time of condemnation. Base Rent shall be abated to the extent that the Premises are untenable during the period of alteration and repair. After the date on which title vests in the condemning authority, Base Rent shall be reduced commensurately with the reduction in value of the Premises as an economic unit on account of the partial taking.

(b) Substantial Taking of the Property. If a condemning authority takes any substantial part of the Property or any substantial part of the building in which the Premises are located, the Lease shall, at the option of Landlord, terminate as of the date title vests in the condemning authority. In such event all rights and obligations of the parties shall cease as of the date of termination. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

(c) Substantial Taking of Premises. If a condemning authority takes all of the Premises or a portion sufficient to render the remaining Premises reasonably unsuitable for Tenant's use, the Lease shall terminate as of the date title vests in the condemning authority. In such event all rights and obligations of the parties shall cease as of the date of termination. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

(d) Definition. Sale of all or any part of the Premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purpose of this Lease as a taking by condemnation.

15. BANKRUPTCY. Subject to Section 16, this Lease shall not be assigned or transferred voluntarily or involuntarily by operation of law. It may, at the option of Landlord, be terminated, if Tenant be adjudged bankrupt or insolvent, or makes an assignment for the benefit of creditors, or files or is a party to the filing of a petition in bankruptcy, or commits an act of bankruptcy, or in case a receiver or trustee is appointed to take charge of any of the assets of Tenant or sublessees or assignees in or on the Premises, and such receiver or trustee is not removed within 30 days after the date of his appointment, or in the event of judicial sale of the personal property in or on the Premises upon judgment against Tenant or any sublessees or assignee hereunder, unless such property or reasonable replacement therefor be installed on the Premises. To the extent permitted by law, this Lease or any sublease hereunder shall not be considered as an asset of a debtor-in-possession, or an asset in bankruptcy, insolvency, receivership, or other judicial proceedings.

16. DEFAULT. The following shall be events of default:

(a) Failure of Tenant to pay any Rent when due or failure of Tenant to pay any other charge required under this Lease within ten (10) days after it is due.

(b) Failure of Tenant to comply with any term or condition or fulfill any obligation of this Lease (other than the payment of Rent or other charges), within ten (10) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such nature that it cannot be completely remedied within the ten (10) day period, this provision shall be complied with if Tenant begins correction of the default within the ten (10) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

(c) The abandonment of the Premises by Tenant or the failure of Tenant for fifteen (15) days or more to occupy the Premises for one or more of the designated purposes of this Lease unless such failure is excused under other provisions of this Lease.

(d) The bankruptcy or insolvency of Tenant or the occurrence of other acts specified in Section 15 of this Lease which give Landlord the option to terminate.

17. REMEDIES ON DEFAULT. In the event of a default, Landlord may, at Landlord's option, exercise any one or more of the rights and remedies available to a landlord in Oregon to redress such default, consecutively or concurrently, including the following:

(a) Landlord may elect to terminate Tenant's right to possession of the Premises or any portion thereof by written notice to Tenant. Following such notice, Landlord may re-enter, take possession of the Premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages except such damages caused by the sole negligence of Landlord.

(b) Following re-entry by Landlord, Landlord may relet the Premises for a term longer or shorter than the Term and upon any reasonable terms, including the granting of rent concessions to the new tenant. Landlord may alter, refurbish or otherwise change the character or use of the Premises in connection with such reletting. Landlord shall not be required to relet for any use or purpose which Landlord may reasonably consider injurious to its property or to any tenant which Landlord may reasonably consider objectionable. No such reletting by Landlord following a default by Tenant shall be construed as an acceptance of the surrender of the Premises. If rent received upon such reletting exceeds the Rent received under this Lease, Tenant shall have no claim to the excess.

(c) Following re-entry Landlord shall have the right to recover from Tenant the following damages:

(i) All unpaid or other charges for the period prior to re-entry, plus interest at a rate equal to five percentage points in excess of the discount rate, including any surcharge on the discount rate, on 90-day commercial paper declared by the Federal Reserve Bank in the Federal Reserve district in which Portland, Oregon is located on the date the charge was due (the "Interest Rate").

(ii) An amount equal to the Rent lost during any period during which the Premises are not relet, if Landlord uses reasonable efforts to relet the Premises. If Landlord lists the Premises with a real estate broker experienced in leasing commercial property in the metropolitan area in which the Premises are located, such listing shall constitute the taking of reasonable efforts to relet the Premises.

(iii) All costs incurred in reletting or attempting to relet the Premises, including but without limitation, the cost of cleanup and repair in preparation for a new tenant, the cost of correcting any defaults or restoring any unauthorized alterations and the amount of any real estate commissions or advertising expenses.

(iv) The difference between the Rent reserved under this Lease and the amount actually received by Landlord after reletting, as such amounts accrue.

(v) Reasonable attorney's fees incurred in connection with the default, whether or not any litigation is commenced.

(d) Landlord may sue periodically to recover damages as they accrue throughout the Term and no action for accrued damages shall be a bar to a later action for damages subsequently accruing. To avoid a multiplicity of actions, Landlord may obtain a decree of specific performance requiring Tenant to pay the damages stated in Section 17(c) above as they accrue. Alternatively, Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining Term equal to the difference between the Rent under this Lease and the reasonable rental value of the Premises for the remainder of the Term, discounted to the time of the judgment at the rate of six percent (6%) per annum.

(e) In the event that Tenant remains in possession following default and Landlord does not elect to re-enter, Landlord may recover all back Rent and other charges, and shall have the right to cure any nonmonetary default and recover the cost of such cure from Tenant, plus interest from the date of expenditure at the Interest Rate. In addition, Landlord shall be entitled to recover attorney's fees reasonably incurred in connection with the default, whether or not litigation is commenced. Landlord may sue to recover such amounts as they accrue, and no one action for accrued damages shall bar a later action for damages subsequently accruing.

(f) The foregoing remedies shall not be exclusive but shall be in addition to all other remedies and rights provided under applicable law, and no election to pursue one remedy shall preclude resort to another remedy.

#### 18. SURRENDER AT EXPIRATION.

(a) Condition of Premises. Upon expiration of the Term or earlier termination Tenant shall deliver all keys to Landlord and surrender the Premises in as good condition as at the commencement of the Term and broom clean. Improvements and alterations constructed by Tenant shall not be removed or restored to the original condition unless the terms of Landlord's consent provides otherwise or unless Landlord requests Tenant to remove such improvements or alterations, in which event Tenant shall remove the same and restore the Premises. Depreciation and wear from ordinary use for the purpose for which the Premises were let need not be restored, but all repair for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this Section 18 shall be subject to the provisions of Section 13 relating to damage or destruction.

(b) Fixtures.

(i) All fixtures placed upon the Premises during the Term, other than Tenant's trade fixtures, shall, at Landlord option, become the property of Landlord. Movable furniture, decorations, floor covering other than hard surface bonded or adhesively fixed flooring, curtains, drapes, blinds, furnishing and trade fixtures shall remain the property of Tenant if placed on the Premises by Tenant; provided, however, if Landlord granted Tenant an allowance for improvements, installation, floor coverings, curtains, drapes, blinds or other items, such items shall at Landlord's option become the property of Landlord notwithstanding the installation thereof by Tenant.

(ii) If Tenant desires to remove any or all fixtures which would otherwise remain the property of Landlord and Landlord consents to such removal, which consent may be withheld in Landlord's sole discretion, Tenant shall have the right to remove such fixtures. Tenant shall repair any physical damage resulting from its removal of such fixtures, its trade fixtures and its personal property. Tenant shall remove all furnishings, furniture and trade fixtures which remain the property of Tenant. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease. Landlord may effect a removal and place the property in public or private storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, with interest on all such expenses from the date of expenditure at the Interest Rate.

(iii) The time for removal of any property or fixtures which Tenant is required to remove from the Premises upon termination shall be on or before the date the Lease terminates because of expiration of the Term or because of a default under Section 16.

(c) Holdover.

(i) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month-to-month, subject to all of the provisions of this Lease except the provision for the Term, and except the Base Rent provided herein shall 125 percent of the Base Rent in effect during

the last month of the Term during the period of the month-to-month tenancy. Failure of Tenant to remove fixtures, furniture, furnishings or trade fixtures which Tenant is required to remove under this Lease shall constitute a failure to vacate to which this Section 18(c) shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(ii) If a month-to-month tenancy results from a holdover by Tenant under this Section 18(c), the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than ten (10) days prior to the termination date which shall be specified in the notice. Tenant waives any notice which would otherwise be provided by law with respect to a month-to-month tenancy.

19. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublet all or any part of the Premises without the written consent of Landlord, which consent shall not be unreasonably withheld. Without limiting the generality of the foregoing, it shall not be unreasonable for Landlord to withhold its consent if the proposed assignee or sublessee does not have the net worth of Tenant and/or does not have an established record of high-quality operations and/or proposes a use which is different than the use described in Section 5. If Tenant is a corporation or a partnership, the transfer, assignment or change in the ownership of any stock or partnership interest in the aggregate in excess of 33% shall be deemed an assignment within the meaning of this Section 19. Tenant shall remain primarily liable, after any assignment or sublease, for the payment of all Rent and other charges under this Lease and for the performance of all of Tenant's obligations under this Lease, notwithstanding such assignment or subletting by Tenant.

20. SUBORDINATION. Tenant's interest hereunder shall be subject and subordinate to all mortgages, trust deeds, and other financing and security instruments placed on the Premises by Landlord from time to time ("Mortgages") except that no assignment or transfer of Landlord's rights hereunder to a lending institution as collateral security in connection with a Mortgage shall affect Tenant's right to possession, use and occupancy of the Premises so long as Tenant shall not be in default under any of the terms and conditions of this Lease. The provisions of this Section 20 shall be self-operating. Nevertheless, Tenant agrees to execute and acknowledge an instrument in recordable form which expressly subordinates Tenant's interest hereunder to the interests of the holder of any Mortgage. As an accommodation to Landlord and at its request, Tenant shall furnish Landlord financial information reasonably requested by the holder of any Mortgage to which Landlord applies for financing concerning the Property to show Tenant's ability to perform its obligations under this Lease.

21. ESTOPPEL CERTIFICATE. Tenant shall from time to time, upon not less than fifteen (15) days prior notice, submit to Landlord, or to any person designated by Landlord, a statement in writing, in the form submitted to Tenant by Landlord, certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, identifying the same by the date thereof and specifying the nature thereof), that to the knowledge of Tenant no uncured default exists hereunder (or if such uncured default does exist, specifying the same), the dates to which the Rent and other sums and charges payable hereunder have been paid, that Tenant has no claims against Landlord and no defenses or offsets to rental except for the continuing obligations under this Lease (or if Tenant has any such claims, defenses or offsets, specifying the same), and any other information concerning this Lease as Landlord reasonably requests.

22. PERFORMANCE BY LANDLORD. Landlord shall not be deemed in default for the nonperformance or for any interruption or delay in performance of any of the terms, covenants and conditions of this Lease if the same shall be due to any labor dispute, strike, lockout, civil commotion or like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain labor, services or materials, through acts of God, or other cause beyond the reasonable control of Landlord, providing such cause is not due to the willful act or neglect of Landlord.

23. LANDLORD'S RIGHT TO CURE DEFAULT. If Tenant shall fail to perform any of the covenants or obligations to be performed by Tenant, Landlord, in addition to all other remedies provided herein, shall have the option (but not the obligation) to cure such default after thirty days' written notice to Tenant. All of Landlord's expenditures incurred to correct the default shall be reimbursed by Tenant upon demand with interest from the date of expenditure at the Interest Rate. Landlord's right to cure defaults is for the sole protection of Landlord and the existence of this right shall not release Tenant from the obligation to perform all of the covenants herein provided to be performed by Tenant, or deprive Landlord of any other right which Landlord may have by reason of such default by Tenant.



made by City employees. Tenant agrees to cooperate with Landlord in all reasonable respects to obtain such written confirmation.

33. SUBSTITUTION OF STORAGE SPACE. Prior to the Commencement Date, Landlord shall have the right to locate Tenant's storage on floors 4 and 5 or any other floors of equal or greater area in the Building. Upon such substitution, floors 4 and 5 shall not be part of the Premises, but the replacement floors shall be part of the Premises. After the Commencement Date, Landlord may, from time to time, designate, by written notice to Tenant (the "Substitution Notice"), alternative space for Tenant's storage purposes of equal or greater area than the storage space to be vacated (the "Substitute Storage Space"). Tenant shall vacate and surrender that portion of its then current storage space identified in the Substitute Notice and shall occupy the Substitute Storage Space promptly, and in any event, not later than 30 days after Landlord has substantially completed any work to be performed by Landlord in the Substitute Storage Space. Base Rent shall not be affected by the substitution of storage space. Tenant shall not be entitled to any compensation for any inconvenience or interference with Tenant's operations nor to any abatement of rent due to the relocation of its storage space, but Landlord shall, at Landlord's expense: (a) provide to Tenant personnel to perform, under Tenant's direction, the moving of Tenant's property from its then current storage space to the Substitute Storage Space, and (b) promptly reimburse Tenant for any actual and reasonable out-of-pocket expenses incurred by Tenant in connection with Tenant's relocation of its then current storage space to the Substitute Storage Space, provided such costs are approved by Landlord in advance, which approval shall not be unreasonably withheld. Tenant agrees to cooperate with Landlord so as to facilitate the prompt completion by Landlord of its obligations under this Section 33 and the prompt surrender by Tenant of the storage space identified in the Substitution Notice. From and after the date Tenant actually vacates and surrenders such storage space to Landlord, this Lease shall no longer apply to such storage space except with respect to obligations which accrued on or prior to such surrender date, and shall apply to the Substitute Storage Space as if the Substitute Storage Space had been part of the Premises originally demised under this Lease.

34. CONDITION PRECEDENT. As a condition precedent to any contractual obligation of Tenant hereunder, Landlord agrees that Tenant shall have no duty or obligation to Landlord pursuant to this Lease until Tenant, acting as Multnomah County, a Municipal Corporation, has received a final, non-appealable judicial examination and judgment of a court pursuant to ORS 33.710 and 33.720, in form and substance acceptable to Tenant in its sole discretion, as to the regularity and legality of the authorization and validity of expenditures of proceeds of the general obligation bonds of the County (approved by the voters on May 18, 1993) for the renovation of the Central Library, including the expenditures of proceeds of the bonds for leasing and relocating to a temporary library facility during such renovation and for the following purposes of such temporary facility:

(a)	Lease and rental (42 months)	\$2,175,000.00
(b)	Moving and storage costs	650,000.00
(c)	Temporary shelving	390,000.00
(d)	Telephone installation	40,000.00
(e)	Insurance	15,000.00
(f)	Restoration of premises	50,000.00
(g)	Tenant improvements	<u>\$100,000.00</u>
		\$3,420,000.00

This condition must either be exercised or waived by written notice (the "Bond Notice") given by Tenant to Landlord on or before February 15, 1994. If the Bond Notice provides that Tenant elects to exercise this condition, this Lease shall be thereby terminated and of no further force or effect. If the Bond Notice provides that Tenant elects to waive this condition, then this condition shall be thereby terminated and this Section 34 of the Lease shall be of no further force or effect. If Landlord does not receive the Bond Notice on or prior to February 15, 1994, then Landlord, at its option, may terminate this Lease on written notice to Tenant.

35. MISCELLANEOUS PROVISIONS. This Lease does not grant any rights of access to light or air over any part of the Property. Time is of the essence of this Lease. The acceptance by Landlord of any Rent or other benefits under this Lease shall not constitute a waiver of any default. Any waiver by Landlord of the strict performance of any of the provisions of this Lease shall not be deemed to be a waiver of subsequent breaches of the same character or of a different character, occurring either before or subsequent to such waiver, and shall not prejudice Landlord's right to require strict performance of the same provision in the future or of any other provision of this Lease. This Lease contains the entire agreement of the parties. This Lease shall not be amended or modified except by agreement in writing, signed by the parties hereto. Subject to the limitations on the assignment or transfer of Tenant's interest in



24. INSPECTION. Landlord, Landlord's agents and representatives, shall have the right to enter upon the Premises at reasonable times for the purpose of inspecting the same, for the purpose of making repairs or improvements to the Premises or the Building, for showing the Premises during the final ninety days of the Term, or for any other lawful purpose.

25. FOR SALE AND FOR RENT SIGNS. During the period of ninety days prior to the date for the termination of this Lease, Landlord may post on the exterior of the Building, or in the Building excluding the interior of the Premises, notifying the public that the Premises are "for sale" or "for rent" or "for lease".

26. ATTORNEY'S FEES. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Lease or with respect to any dispute relating to this Lease, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

27. NOTICES. Any notice required or permitted under this Lease shall be in writing and shall be deemed given when actually delivered or when deposited in the United States mail as certified or registered mail, postage prepaid, addressed to the addresses set forth in this Lease or to such other addresses as may be specified from time to time by either of the parties in the manner above provided for the giving of notice.

28. BROKERS. Tenant covenants, warrants and represents that it has not engaged any broker, agent or finder who would be entitled to any commission or fee in connection with the negotiation and execution of this Lease. Tenant agrees to indemnify and hold harmless Landlord against and from any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith, including attorneys' fees and expenses, arising out of any charge or claim for a commission or fee by any broker, agent or finder on the basis of any agreements made or alleged to have been made by or on behalf of Tenant. The provisions of this Section 28 shall not apply to any brokers with whom Landlord has an express written brokerage agreement. Landlord shall be responsible for payment of any such brokers.

29. LATE CHARGES. Tenant acknowledges that late payment by Tenant to Landlord of any Base Rent due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs may include, without limitation, processing and accounting charges and late charges which may be imposed on Landlord under the terms of any Mortgage. Accordingly, if any Rent is not received by Landlord within 10 days after it is due, Tenant shall pay to Landlord a late charge equal to five percent (5%) of the overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs incurred by Landlord by reason of the late payment by Tenant. Acceptance of any late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to the overdue amount in question, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

30. OREGON TORT CLAIMS ACT. Any covenant herein by Tenant to indemnify or hold harmless Landlord shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, and within the limits in ORS 30.275.

31. TENANT IMPROVEMENTS. Landlord agrees to provide the tenant improvements to the Premises described in the attached Exhibit A; provided, however, that Landlord shall not be obligated to pay more than \$530,184.00 (the "TI Allowance") in connection with providing such tenant improvements to the Premises. Any costs and expenses incurred in connection with providing improvements to the Premises in excess of the TI Allowance shall be paid by Tenant promptly after billing therefor, so long as Tenant approves the tenant improvements, the cost of which is in excess of the TI Allowance. In any event, Tenant shall pay all fees and expenses incurred in connection with designing the tenant improvements.

32. TENANT COOPERATION. Tenant acknowledges that Landlord has had discussions with employees of the City of Portland pertaining to the application to the Premises of governmental requirements such as compliance with seismic requirements. Landlord's obligations under this Lease shall be conditioned upon receipt by Landlord of a written agreement from the City of Portland confirming the expectations of Landlord and the verbal representations

this Lease, this Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors, and assigns. No remedy herein conferred upon or reserved to Landlord or Tenant shall be exclusive of any other remedy herein provided or provided by law, but each remedy shall be cumulative. In interpreting or construing this Lease, it is understood that Tenant may be more than one person, that if the context so requires, the singular pronoun shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed, and implied to make the provisions hereof apply equally to corporations, partnerships, and individuals. Section headings are for convenience and shall not affect any of the provisions of this Lease. If any provision of this Lease or the application thereof to any person or circumstance is, at any time or to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law, unless such invalidity or unenforceability prevents the reasonable performance of the Lease and the benefits of the Lease to the parties. All agreements (including, but not limited to, indemnification agreements) set forth in this Lease, the full performance of which are not required prior to the expiration or earlier termination of this Lease, shall survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

36. EXHIBITS AND ADDITIONAL PROVISIONS. Exhibit A is attached hereto and by this reference incorporated herein.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease in duplicate as of the day and year first above written, any corporate signature being by authority of the Board of Directors of the corporation. If Tenant does not execute and deliver to Landlord this Lease on or before February 15, 1994, Landlord's obligations hereunder shall terminate, at Landlord's option, effective on the date such notice of termination is given by Landlord to Tenant. Upon execution of this Lease by Tenant, Section 34 shall be of no further force or effect.

Landlord:  
MARK GROUP PARTNERSHIP NO. 6

Tenant:  
MULTNOMAH COUNTY

By *Mark Mark, I.*  
Its *General Partner*

By \_\_\_\_\_  
Beverly Stein, County Chair

111 S.W. Columbia, Suite 1380  
Portland, Oregon 97201

2505 S.E. 11th Avenue  
Portland, Oregon 97202

WNF:\APPS\WP51\ATTYS029.BWR\0008\05

**MELVIN MARK CONSTRUCTION COMPANY**

TENANT: LIBRARY  
 BUILDING: FIFTH AVENUE BUILDING  
 SUITE:  
 RSF:

WORK ORDER DATED: October 8, 1993

DESCRIPTION	QUOTE	DESCRIPTION	QUOTE
SUB - TOTAL SUMMARY:		Ground Floor	200,100
		First Floor	51,325
		Second Floor	45,085
		Third Floor	63,310
		Fourth Floor (Storage)	0
		Fifth Floor (Storage)	0
		Electrical Work	34,580
		Computer Room	57,590
		SUBTOTAL	451,990
		PERMIT FEE	9,040
		OVERHEAD & FEE	69,154
		TOTAL	530,184

DESCRIPTION OF THE WORK:

AUTHORIZATION SIGNATURES:

MMCC: \_\_\_\_\_ DATE: \_\_\_\_\_  
 OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 THIS WORK IS TO BE PAID FOR BY TENANT \_\_\_\_\_ OWNER \_\_\_\_\_ OTHER \_\_\_\_\_

**MELVIN MARK CONSTRUCTION COMPANY**

TENANT: LIBRARY  
 BUILDING: FIFTH AVENUE BUILDING  
 SUITE: GROUND FLOOR  
 RSF:  
 PAGE NO.: 1

WORK ORDER DATED: October 7, 1993

DESCRIPTION	QUOTE	DESCRIPTION	QUOTE
Demo 2115' Walls	30,000	Fire alarm panel; Connect to	10,000
(53) Doors	2,650	Central Station	
Patch		Plumbing (In ADA)	
Demo halon system/pipes	3,000	Relites	N.I.C.
Repair ceiling 5700 sf	7,500	Cabinets	N.I.C.
Clean, patch carpet 720 lf;	20,000	Lighting/Exit Lighting	8,500
Partial replacement			
* Replace carpet - Glue down	*		
New walls 500 lf	22,500		
(7) Doors, frames and hardware	2,100		
(8) Gates	4,800		
Paint all walls; Perimeter walls	30,000		
Electrical	Attached		
HVAC	30,300		
ADA - Restrooms	15,000		
ADA - Entry; Drinking Fountain	7,500		
Base (New walls only 1000 lf)	1,250		
Sprinklers	5,000		
		SUBTOTAL	200,100
		PERMIT FEE	4,002
		OVERHEAD & FEE	30,615
		TOTAL	234,717

DESCRIPTION OF THE WORK: \* Optional - Allowance \$60,000

AUTHORIZATION SIGNATURES:

MMCC: \_\_\_\_\_ DATE: \_\_\_\_\_  
 OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 THIS WORK IS TO BE PAID FOR BY TENANT \_\_\_\_\_ OWNER \_\_\_\_\_ OTHER \_\_\_\_\_

**MELVIN MARK CONSTRUCTION COMPANY**

TENANT: LIBRARY  
 BUILDING: FIFTH AVENUE BUILDING  
 SUITE: FIRST FLOOR  
 RSF:  
 PAGE NO.: 2

WORK ORDER DATED: October 8, 1993

DESCRIPTION	QUOTE	DESCRIPTION	QUOTE
HVAC	13,350	Revise lighting switching/exit	1,000
Exit to Parking	5,000	Cabinet work	N.I.C.
New walls 60'	2,900	Doors - Demo (6)	300
Repair ceiling @ demo	500		
Demo walls 445'	5,275		
Fire sprinklers	N.I.C.	Electrical	Attached
Clean/patch carpet	3,500		
ADA restrooms	4,000		
ADA drinking fountain	1,500		
Painting	14,000		
		SUBTOTAL	51,325
		PERMIT FEE	1,027
		OVERHEAD & FEE	7,853
		TOTAL	60,204

DESCRIPTION OF THE WORK:

AUTHORIZATION SIGNATURES:

MMCC: \_\_\_\_\_ DATE: \_\_\_\_\_  
 OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 THIS WORK IS TO BE PAID FOR BY TENANT \_\_\_\_\_ OWNER \_\_\_\_\_ OTHER \_\_\_\_\_

EX. A, PP. 3 OF 13

**MELVIN MARK CONSTRUCTION COMPANY**

TENANT: LIBRARY  
BUILDING: FIFTH AVENUE BUILDING  
SUITE: SECOND FLOOR  
RSF:  
PAGE NO.: 3

WORK ORDER DATED: October 8, 1993

DESCRIPTION	QUOTE	DESCRIPTION	QUOTE
HVAC	9,535	ADA restrooms	4,000
Demo walls 420	6,300	ADA drinking fountain	1,500
Demo doors (12)	600	Revise light switching/exit	1,000
Repair ceiling	1,000	Cabinet work	N.I.C.
Revise light switching	1,000	Electrical	Attached
Sprinklers	N.I.C.		
Clean/repair carpet	3,500		
New walls 50	2,250		
Move (2) doors	400		
Painting	14,000		
		SUBTOTAL	45,085
		PERMIT FEE	902
		OVERHEAD & FEE	6,898
		TOTAL	52,885

DESCRIPTION OF THE WORK:

AUTHORIZATION SIGNATURES:

MMCC: \_\_\_\_\_ DATE: \_\_\_\_\_  
OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_  
THIS WORK IS TO BE PAID FOR BY TENANT \_\_\_\_\_ OWNER \_\_\_\_\_ OTHER \_\_\_\_\_

EX. A, PP. 4 OF 13

MELVIN MARK CONSTRUCTION COMPANY

TENANT: LIBRARY  
BUILDING: FIFTH AVENUE BUILDING  
SUITE: THIRD FLOOR  
RSF:  
PAGE NO.: 4

WORK ORDER DATED: October 8, 1993

DESCRIPTION	QUOTE	DESCRIPTION	QUOTE
HVAC	17,260	ADA restrooms	4,000
Demo walls 420	6,300	ADA drinking fountain	1,500
Demo doors (13)	750		
Repair ceiling	1,000		
Revise light switching	1,000	Cabinet work	N.I.C.
Sprinklers	N.I.C.	Electrical	Attached
Clean/repair carpet	3,500	Plumbing @ lunchroom	2,000
New walls 240	10,800		
Move doors	1,200		
Painting	14,000		
		SUBTOTAL	63,310
		PERMIT FEE	1,266
		OVERHEAD & FEE	9,686
		TOTAL	74,263

DESCRIPTION OF THE WORK:

AUTHORIZATION SIGNATURES:

MMCC: \_\_\_\_\_ DATE: \_\_\_\_\_  
OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_  
THIS WORK IS TO BE PAID FOR BY TENANT \_\_\_\_\_ OWNER \_\_\_\_\_ OTHER \_\_\_\_\_

EX. A, PP. 5 OF 13

**MELVIN MARK CONSTRUCTION COMPANY**

TENANT: LIBRARY  
BUILDING: FIFTH AVENUE BUILDING  
SUITE: FOURTH FLOOR (STORAGE)  
RSF:  
PAGE NO.: 5

WORK ORDER DATED: October 8, 1993

DESCRIPTION	QUOTE	DESCRIPTION	QUOTE
AS IS			
SUBTOTAL			0
PERMIT FEE			0
OVERHEAD & FEE			0
TOTAL			0

DESCRIPTION OF THE WORK:

AUTHORIZATION SIGNATURES:

MMCC: \_\_\_\_\_ DATE: \_\_\_\_\_  
 OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 THIS WORK IS TO BE PAID FOR BY TENANT \_\_\_\_\_ OWNER \_\_\_\_\_ OTHER \_\_\_\_\_

EX. A, PP. 6 OF 13



MELVIN MARK CONSTRUCTION COMPANY

TENANT: LIBRARY  
BUILDING: FIFTH AVENUE BUILDING  
SUITE: FIFTH FLOOR (STORAGE)  
RSF:  
PAGE NO.: 6

WORK ORDER DATED: October 8, 1993

DESCRIPTION	QUOTE	DESCRIPTION	QUOTE
AS IS			
		SUBTOTAL	0
		PERMIT FEE	0
		OVERHEAD & FEE	0
		TOTAL	0

DESCRIPTION OF THE WORK:

**AUTHORIZATION SIGNATURES:**

MMCC: \_\_\_\_\_ DATE: \_\_\_\_\_  
 OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 THIS WORK IS TO BE PAID FOR BY TENANT \_\_\_\_\_ OWNER \_\_\_\_\_ OTHER \_\_\_\_\_

EX. A, PP. 7 OF 13

MELVIN MARK CONSTRUCTION COMPANY

TENANT: LIBRARY  
BUILDING: FIFTH AVENUE BUILDING  
SUITE: COMPUTER ROOM  
RSF:  
PAGE NO.: 7

WORK ORDER DATED: October 8, 1993

DESCRIPTION	QUOTE	DESCRIPTION	QUOTE
HVAC	13,350	Raised floor 800 sf	20,000
		Electrical	24,240
SUBTOTAL			57,590
PERMIT FEE			1,152
OVERHEAD & FEE			8,811
TOTAL			67,553

DESCRIPTION OF THE WORK:

AUTHORIZATION SIGNATURES:

MMCC: \_\_\_\_\_ DATE: \_\_\_\_\_  
OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_  
THIS WORK IS TO BE PAID FOR BY TENANT \_\_\_\_\_ OWNER \_\_\_\_\_ OTHER \_\_\_\_\_

EX. A, PP. 8 OF 13

**MELVIN MARK CONSTRUCTION COMPANY**

TENANT: LIBRARY  
 BUILDING: FIFTH AVENUE BUILDING  
 SUITE:  
 RSF:  
 PAGE NO.: 8

WORK ORDER DATED: October 8, 1993

DESCRIPTION	QUOTE	DESCRIPTION	QUOTE
ELECTRICAL WORK:		PC's (22)	2,200
Telephone (63) locations	6,300	Signal outlets (80)	6,400
(9) Copy machines (dedicated)	1,980	FAX (4) dedicated	800
Network terminals (122)	12,200	Lunchroom(2) Micro (6) Vending	1,200
		(7) Office w/(3) duplex; (1) computer; (1) telephone	3,500
		SUBTOTAL	34,580
		PERMIT FEE	692
		OVERHEAD & FEE	5,291
		TOTAL	40,562

DESCRIPTION OF THE WORK:

AUTHORIZATION SIGNATURES:

MMCC: \_\_\_\_\_ DATE: \_\_\_\_\_  
 OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 THIS WORK IS TO BE PAID FOR BY TENANT \_\_\_\_\_ OWNER \_\_\_\_\_ OTHER \_\_\_\_\_

EX. A, PP. 9 OF 13

*Christenson*

ELECTRIC, INC.

111 S.W. Columbia, Suite 480  
Portland, Oregon 97201-5886

Phone (503) 241-4812  
FAX (503) 241-0519

October 8, 1993

Dave Zier  
Melvin Mark Properties  
111 S.W. Columbia Street, Suite 1380  
Portland, Oregon 97201

Re: Multnomah County Library - Computer Room Relocation

Dave:

We are pleased to offer for your consideration, our proposal on the above-referenced project. You will find below a brief description and cost details.

<u>Item</u>	<u>Cost</u>
Connect 225 Amp Liebert A/C Unit	\$ 675.00
225 KVA, 408V:120/208V Transformer	5,520.00
400 Amp (120/208V 3Ph) Dist. Panel	1,850.00
100 Amp (120/208V 3Ph) Dist. Panel	885.00
Connect 60 KVA U.P.S System	725.00
Computer Room Fire Alarm System	4,750.00
Computer Equipment & Mech. Shunt System	795.00
Wiring and Conduit for Mech. & Power Pnls	4,550.00
Grounding System	625.00
Receptacles	3,080.00
Tel/Data Rough-in	785.00

Total Cost = \$ 24,240.00

All work to be done during normal business hours.  
All equipment in computer room to be removed and set in new locations by others.

If you have any questions or require additional information, please contact us. Thank you.

Sincerely,

CHRISTENSON ELECTRIC, INC.

*Kenneth K. Weber*

Kenneth K. Weber  
Estimator/Project Manager

EX. A, PP. 10 OF 13

An Equal Opportunity Employer

Licensed: Oregon 26-34C, California A and C-10 459126, Colorado 1087, Idaho C-10000

CENTRAL LIBRARY RELOCATION  
HVAC Estimate

Prices as per plans dated September 23, 1993.

Ground Floor Plan

I. Revise controls, modify ductwork and relocate zones and duct heaters to accommodate new open plan design in the following areas:

1.	Circulation	\$ 350
2.	Check Out and Registration	350
3.	Story Time	600
4.	Popular Library	4,900
5.	Science and Business	1,550
6.	Government Documents/Work Room	3,100
7.	Newspaper/Periodicals	5,000

II. Revise existing HVAC ductwork and controls to accommodate new plan in the following enclosed spaces.

1.	Children's Library	\$ 6,500
2.	Children's Library Work Room	4,100
3.	Newspaper/Periodicals Science/Business	2,500
4.	Science Business	350
5.	Storage	
6.	Renewals/Books by Mail	350
7.	Reference Line	650

=====  
\$30,300.00

Sub Total

EX. A, PP. 11 OF 13

### Computer Rooms

III. Revise ductwork, add humidity capability and upgrade controls to existing HVAC system in the following areas:

1.	Computer Room	\$ 6,500
2.	Computer Office	3,200
3.	Computer Office	3,200
4.	Telephone Equipment Room	450
		=====
	Sub Total	\$13,350.00

### First Floor Plan

IV. Upgrade controls, modify ductwork, add duct heaters and add boxes as required to accommodate new plan in the following areas:

1.	Stacks Sorting Work Room	\$ 7,500
2.	Literature and History	450
3.	Storage	750
4.	Literature and History/Map Room	3,400
5.	Literature and History	1,100
6.	Bathrooms	1,200
7.	Stack Call Desk	125
		=====
	Sub Total	\$14,525.00

### Second Floor

V. Upgrade controls, modify ductwork, add duct heaters and add boxes as required to accommodate new plan in the following areas.

1.	Art/Music - Work Room and Lockers	\$ 2,150
2.	Art and Music - Additional Stacks	1,950
3.	Art and Music	4,290
4.	Storage	495
5.	Book Sorting	650
		=====
	Sub Total	\$9,535.00

### Third Floor

VI. Revise ductwork upgrade controls add duct heaters and add boxes as required to accommodate new plan in the following areas:

1.	North Wing (7 Offices)	\$ 3,190
2.	Staff	960
3.	Conference Rooms (2)	6,500
4.	Lunch Room and Lockers	1,620
5.	Storage	3,440
6.	Lounge	1,200
7.	Small Storage	350
		=====
	Sub Total	\$17,620.00

Grand Total

\$ 84,970.00

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

In the matter of authorizing and )  
approving, but not executing, the )  
interim lease agreement for the )  
Central Library operations during ) RESOLUTION NO. 93-367  
renovation and authorizing the County )  
to submit the agreement to the courts )  
for confirmation of the legality of use )  
of General Obligation Bond proceeds )

WHEREAS, the voters of Multnomah County have approved a General Obligation Bond measure to renovate the Central Library, and

WHEREAS, by vacating the Central Library during renovation, the project construction schedule will be reduced by approximately two years and will provide improved library services to the public as soon as possible. In addition, it is estimated there will be a cost savings to the project if the Central Library is vacated as compared to doing construction in an operating library, and

WHEREAS, bond counsel has examined Oregon Revised Statutes 310.140 and the Oregon Constitution to determine if the costs associated with an interim lease are capital construction or improvements and legal uses of bond proceeds, and

WHEREAS; bond counsel responded that ORS 310.140 defines capital construction or improvements very broadly and recommends that the County authorize, but not execute, a contract and submit the contract to the courts for confirmation and validation, and

WHEREAS, on July 20, 1993 the Board of County Commissioners directed staff to locate an interim Central Library location, negotiate a lease and recommended that the lease be submitted to the courts for confirmation of the legality of the use of bond proceeds, and

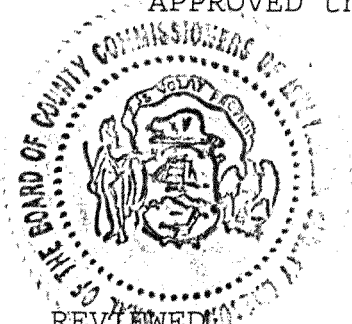
WHEREAS, Facilities Management and Library staff have located an interim Central Library location and negotiated an agreement with Melvin Mark Development Co..

THEREFORE IT IS RESOLVED that the Board of County Commissioners approve and authorize the interim lease agreement with Melvin Mark Development Co. for the temporary location for the Central Library operations during renovation to the Central Library building, and



BE IT FURTHER RESOLVED that staff is authorized to take the necessary steps to submit the lease agreement to the courts to confirm and validate the lease agreement; The Chair is authorized to sign the lease upon entry of a final judgement confirming its validity.

APPROVED this ninth day of November, 1993.



MULTNOMAH COUNTY, OREGON

By

Beverly Stein  
Beverly Stein

Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
for MULTNOMAH COUNTY, OREGON

by

Laurence Kressel  
Laurence Kressel

MEETING DATE: NOV 09 1993

AGENDA NO: R-2

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

SUBJECT: City of Portland Block-by-Block Grant Award

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 Minutes

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey España TELEPHONE: 248-5464

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Rey España

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Housing and Community Services Division, Community Action Program will assist the City of Portland Energy Office in implementing their block-by-block grant by providing weatherization services. Specific services include energy audits, blower door tests, air leakage control and inspection services for qualified homes.

This is a new contract that implements an on-going commitment between the City of Portland and Multnomah County.

*11/10/93 originals to Cella Tmerez*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

pdxbbb.bcc

BOARD OF  
COUNTY COMMISSIONERS  
1993 NOV -2 AM 9:41  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464  
421 S.W. FIFTH, SECOND FLOOR  
PORTLAND, OREGON 97204-2221  
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

## MEMORANDUM

TO: Board of County Commissioners

FROM: Rey España, Interim Director  
Housing and Community Services Division

DATE: October 25, 1993

SUBJECT: City of Portland Block by Block Revenue Agreement

I. Recommendation/Action Requested: The Housing and Community Services Division, Community Action Program recommends County Chair approval of the attached contract with the City of Portland, Energy Office, for the period October 25, 1993 through August 31, 1994. This is a new contract that implements an on-going commitment between the City of Portland and Multnomah County.

II. Background/Analysis: The City of Portland requires assistance in implementing their block-by-block weatherization program and has called upon the expertise of the Community Action Weatherization Program. The City's Energy Office shall provide the names of 200 qualified participants to the Community Action Office who will in turn provide energy audits to determine the type of work to be performed.

The City's Energy Office is a neighborhood conservation program that provides free tightening and insulating in low income homes. This program will take place in four selected neighborhoods and will include three all-day energy fairs that will provide energy-wise education and allow participants to sign-up for services.

The Community Action Program's role shall be providing energy audits to determine the work to be performed, selecting, scheduling and paying contractors to perform the work, providing in-home energy education and follow-up, inspecting completed jobs and applying for utility and state weatherization rebates.

III. Financial Impact: The City of Portland shall reimburse the Community Action Program Office up to \$108,000 for the performance of 200 weatherization audits to specified homes.

IV. Legal Issues: N/A

V. Controversial Issues: N/A

VI. Link to Current County Policies: N/A

VII. Citizen Participation: Specific weatherization work to be performed shall be contracted to licensed providers as identified by Multnomah County Purchasing. Two hundred qualified homes shall receive weatherization services from these contractors.

VIII. Other Government Participation: Cooperative efforts between the City of Portland, Energy Office and Multnomah County, Housing and Community Services Division.

pdsbbb.srs



# MULTNOMAH COUNTY OREGON

GLADYS MCCOY  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

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

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

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

June 15, 1993

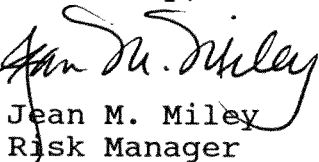
Cilla Murray  
Housing and Community Division  
Department of Social Services  
Multnomah County  
Bldg. 161/2nd floor

Dear Ms. Murray:

The purpose of this letter is to inform you of Multnomah County's insurance program. Multnomah County does not carry liability or workers' compensation insurance. The County is self-insured in accordance with the provisions of ORS 30.270 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which they are self-insured. 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: Howard Cutler

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103904Amendment # --

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 type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement Revenue <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-2</u> DATE <u>11/9/93</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>

Department Social Services Division Housing Date October 25, 1993Contract Originator Tom Brodbeck Phone 5464 Bldg/Room 161/2Administrative Contact Cilla Murray Phone 5464 Bldg/Room 161/2Description of Contract City of Portland Block-by-Block weatherization revenue contract.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of Portland, Energy OfficeMailing Address 1120 SW Fifth Avenue, Room 1030Portland OR 97204Phone 823-7222

Employer ID# or SS# \_\_\_\_\_

Effective Date October 25, 1993Termination Date August 31, 1994

Original Contract Amount \$ \_\_\_\_\_

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 108,000**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration  
(Class I, Class II Contracts Only) [Signature]

Attn: David Tooze

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☐ Monthly \$ \_\_\_\_\_ ☐ Net 30☒ Other \$ Quarterly ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date 10/20/93

Date \_\_\_\_\_

Date 11/1/93Date November 9, 1993

Date \_\_\_\_\_

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC	IND
01.	156	010	1730			2798				108,000		
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

## INTERGOVERNMENTAL AGREEMENT

This Agreement for Services (Agreement) is between the CITY OF PORTLAND, OREGON (City) and MULTNOMAH COUNTY DEPARTMENT OF SOCIAL SERVICES, HOUSING AND COMMUNITY SERVICES DIVISION, COMMUNITY ACTION PROGRAM OFFICE (Contractor).

### RECITALS:

The purpose of this Agreement is to assist the Portland Energy Office with implementation of the 1993-1994 Block-By-Block (BBB) Weatherization Program by providing energy audits, blower door test, weatherization, air leakage control, and inspection services for qualified homes and also to apply for and collect weatherization rebates resulting from the work performed, in accordance with this Agreement.

### AGREEMENT:

#### 1. SCOPE OF CONTRACTOR SERVICES

- (a) The Contractor shall provide services specifically to the Energy Office. The Contractor shall provide the City those services set out below:

The Contractor shall provide the services set out in Exhibits A - SCOPE OF WORK, B - SCHEDULE FOR CONTRACTOR SERVICES, and C - BUDGET.

- (b) The Contractor shall provide the services set out in subsection (a) above in accordance with the schedule set out below:

Refer to Exhibit B - SCHEDULE FOR CONTRACTOR SERVICES.

#### 2. SCOPE OF CITY SERVICES

- (a) To assist the Contractor in carrying out its obligations hereunder, the City shall perform the services set out below:

- (1) Provide completed applications from eligible households.

- (2) Make program policy decisions and provide overall program direction. Prioritize energy efficiency measures to be installed, jointly determine audit methodology and cost effective criteria, set budget maximums based on an average cost per job, and set goals for numbers of completed jobs.
- (b) The City shall perform the services set out in subsection (a) above in accordance with the schedule set out below:
  - (1) Begin providing completed applications the week of November 1, 1993. A minimum of 200 applications shall be provided on or before January 24, 1994.
  - (2) In conjunction with Exhibit B - SCHEDULE FOR CONTRACTOR SERVICES.

### **3. COMPENSATION**

The City shall pay the Contractor for work performed under this Agreement after the effective date as set out below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

The City shall pay Multnomah County Community Action Program Office up to \$108,000 as compensation for these services. The budget is set out in Exhibit C - BUDGET.

### **4. BILLING AND PAYMENT PROCEDURE**

The Contractor's billing and City's payment procedures shall be as set out below:

Billings shall be accompanied by supporting documentation. The City shall pay the billed amount within thirty (30) days provided the project manager has certified the billing and documentation as complete and valid.

## **5. EFFECTIVE AND TERMINATION DATES**

This Agreement shall be effective as of October 25, 1993 and shall terminate as of August 31, 1994.

## **6. EARLY TERMINATION OF AGREEMENT**

- (a) The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.
- (b) This contract may be terminated by either party by 30 days written notice to the other party.
- (c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

## **7. PAYMENT ON EARLY TERMINATION**

- (a) In the event of termination under subsection 6 (a) or (b) EARLY TERMINATION OF AGREEMENT, hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.
- (b) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, provided for in section 8 (a), REMEDIES.
- (d) In the event of early termination all Contractor's work product will become and remain property of the City.



## **8. REMEDIES**

- (a) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided under section 3, COMPENSATION, hereof, then the Contractor shall pay to the City the amount of the excess.
- (b) The remedies provided to the City and the Contractor under sections 6, EARLY TERMINATION OF AGREEMENT, and 8, REMEDIES, hereof, for a breach shall not be exclusive. The City and the Contractor also shall be entitled to any other equitable and legal remedies that are available.

## **9. CITY PROJECT MANAGER**

- (a) The City Project Manager shall be David Tooze or such other person as shall be designated in writing by the director of the Portland Energy Office.
- (b) The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

## **10. COMPLIANCE WITH LAWS**

- (a) In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.
- (b) In the event the Contractor provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

## **11. OREGON LAW AND FORUM**

- (a) This Agreement shall be construed according to the law of the State of Oregon.
- (b) Any litigation between the City and the Contractor arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

## **12. MAINTENANCE OF RECORDS**

The Contractor shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit, and copying for three (3) years from the date of completion or termination of this Agreement.

## **13. AUDIT OF PAYMENTS**

- (a) The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the three (3) year period established by section 12, MAINTENANCE OF RECORDS.
- (b) If an audit discloses that payments to the Contractor under section 3, COMPENSATION, and section 4, BILLING AND PAYMENT PROCEDURE, were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

## **14. INDEMNIFICATION**

The Contractor agrees to hold and save harmless and defend the City, its officers, agents and employees, against all suits, actions or claims of any character arising out of the acts or omissions of the Contractor, or its officers, agents or employees, in carrying out the terms of this agreement, subject to the limitations and conditions of

the Oregon Tort Claims Act, ORS 30.260 et seq., and the Oregon Constitution, Article XI, Section 9.

The City agrees to hold and save harmless and defend the Contractor, its officers, agents and employees, against all suits, actions or claims of any character arising out of the acts or omissions of the City, or its officers, agents or employees, in carrying out the terms of this agreement, subject to the limitations and conditions of the Oregon Tort Act, ORS 30.260 et seq., and the Oregon Constitution, Article XI, Section 9.

## **15. LIABILITY INSURANCE**

- (a) The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the City and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under this Agreement. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Agreement.
- (b) In the alternative to maintaining public liability and property damage insurance, Contractor may self-insure. The Contractor's self-insurance shall provide the same amount of protection for the Contractor and the City, its officers, agents and employees as otherwise required under this section. The Contractor shall provide the City with a statement regarding the status of its self-insurance program.

## **16. WORKERS' COMPENSATION INSURANCE**

The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation

coverage for all their subject workers. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

#### **17. SUBCONTRACTING**

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

#### **18. ASSIGNMENT**

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

#### **19. INDEPENDENT CONTRACTOR STATUS**

- (a) The Contractor is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.
- (b) The Contractor, its subcontractors, and their employees, are not employees of the City and are not eligible for any benefits through the City, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

#### **20. BREACH OF AGREEMENT**

- (a) The City or the Contractor shall breach this Agreement if it fails to perform any substantial obligation under the Agreement, except as provided in subsection (b) of this section.

- (b) Neither the City nor the Contractor shall have breached this Agreement by reason of any failure to perform a substantial obligation under the Agreement if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state, or local governments, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Should either the City or the Contractor fail to perform because of a cause described in this subsection, the City and the Contractor shall make a mutually acceptable revision in the Scope of Services, Schedule, or Compensation.

## **21. OWNERSHIP OF DOCUMENTS**

- (a) All work the Contractor performs under this Agreement shall be considered work made for hire, and shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this Agreement. On completion or termination of the Agreement, the Contractor shall deliver these materials to the Project Manager.
- (b) The Contractor may retain for its own use and at its own cost copies of the materials referred to in subsection (a) of this section, subject to the following exceptions:

None

- (c) Any use the City makes of the materials referred to in subsection (a) of this section, except for purposes of the work contemplated by this Agreement, shall be at the City's risk.

## **22. NOTICE**

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Portland Energy Office  
1120 S.W. Fifth Avenue, Room 1030  
Portland, Oregon 97204

If to the Contractor: Multnomah County  
Department of Social Services  
Community Action Program Office  
421 S.W. 5th Avenue, Second Floor  
Portland, Oregon 97204

### **23. SEVERABILITY**

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

### **24. AMENDMENTS**

- (a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If authorized by the City Council, the Project Manager may agree to and execute any other amendment on behalf of the City.
- (b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

### **25. PROGRESS REPORTS**

The Contractor shall provide monthly progress reports to the Project Manager. Each progress report shall contain the following information:

For the reporting month and year-to-date report: (1) the number of houses audited, (2) the number of houses having had air infiltration work, (3) the number of houses having a major measure installed, (4) the cost of air infiltration and insulation, (5) the contractor, (6) the serving utility, (7) rebates applied for, and (8) rebates received.

## **26. INTEGRATION**

This Agreement contains the entire agreement between the City and the Contractor and supersedes all prior written or oral discussions or agreements.

## **27. NON-WAIVER**

The City and the Contractor shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

## **28. PROHIBITED INTEREST**

- (a) No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- (b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

## **29. PAYMENTS TO VENDORS AND SUBCONTRACTORS**

The Contractor shall pay timely all suppliers, lessors, and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

## **30. FUNDS**

City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

### 31. COMMENCEMENT OF WORK

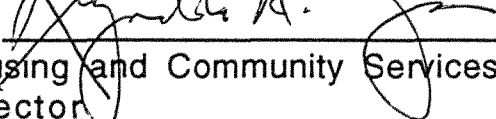
Contractor agrees that work being done pursuant to this Agreement will not be commenced until after:

- (a) workers' compensation insurance is obtained, as outlined in section 16, WORKERS' COMPENSATION INSURANCE; and
- (b) this Agreement is fully executed by the parties and approved by the City Attorney's Office; and
- (c) the effective date of this Agreement as specified in section 5, EFFECTIVE AND TERMINATION DATES.

### 32. ADDITIONAL PROVISIONS

None

**CONTRACTOR:** MULTNOMAH COUNTY, OREGON, DEPARTMENT  
OF SOCIAL SERVICES, COMMUNITY ACTION PROGRAM OFFICE


By:   
Housing and Community Services Division  
Director

Date: 10/20/93

By:   
Multnomah County Chair

Date: November 9, 1993

Reviewed: Multnomah County Counsel

By: 

Date: 11/1/93

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-2 DATE 11/9/93  
DEB BOGSTAD  
BOARD CLERK



**CITY OF PORTLAND**

By: \_\_\_\_\_

MIKE LINDBERG  
Commissioner of Public Affairs

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_

City Attorney

Date: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF CONTRACTOR SERVICES**

#### **MULTNOMAH COUNTY HOUSING AND COMMUNITY SERVICES DIVISION COMMUNITY ACTION PROGRAM OFFICE**

#### **BLOCK-BY-BLOCK WEATHERIZATION PROGRAM 1993-94**

### **Introduction**

The Block-By-Block (BBB) Weatherization Program is a City of Portland Energy Office, neighborhood-based conservation program providing free house tightening and insulation work in low income homes. This program will be marketed to four selected neighborhoods with assistance from each neighborhood association. Three all-day Energy Fairs serve as the primary means for participant sign-up and offers opportunity to educate residents about wise energy practices. After sign-up, an energy analysis is provided to identify cost effective weatherization work which is performed by licensed contractors.

Multnomah County, Housing and Community Services Division, Community Action Program Office (CAPO) will be involved by providing an energy audit to identify the work to be performed, selecting, scheduling and paying contractors to perform the work. Also providing in-home energy education and follow-up, inspecting completed jobs, and making application for utility and state weatherization rebates.

The contractor shall perform the following.

1. Receive a minimum of 200 qualified participant names from the Energy Office. If during the contract period, it appears that additional qualified participants will be needed to meet the 150 weatherized homes goal, CAPO will notify the Energy Office.
2. Contact each BBB participant to schedule and perform a total of 200 "Home Energy Visits." The "Home Energy Visit" has two major components, including A) a weatherization audit, and B) in-home energy education.

A. Weatherization Audit.

- (1) This weatherization/energy audit shall be a "short form" assessment with a level of detail to meet minimum requirements of the BBB audit approved for use by State of Oregon and utility programs. Audit methodology, procedures and priority of measures will be jointly agreed upon by CAPO and the Energy Office.

The purpose of the audit is to prioritize and identify the most cost effective insulation and/or oil furnace measures to be installed, keeping in mind that the objective of BBB is to provide one major conservation measure and air infiltration work at an a job cost of about \$800. CAPO and the Energy Office will jointly create a priority list stating which measures will be recommended and under which circumstances.

- (2) When an oil furnace is present, perform an efficiency test determining net exhaust gas temperature, smoke spot, O<sub>2</sub> percentages, and steady state furnace efficiency. Also perform a combustion flue backdraft analysis. The auditor shall include in the audit report their recommendation to (a) tune the furnace, (b) install a flame retention burner and fire box liner, (c) power vacuum the fire box, (d) clean the oil tank, (e) refer this customer to CAPO's program for furnace replacement if eligible and if funds are available, or (f) recommend no action. Furnace tune-ups will be offered along with one insulation measure, where burner replacement will be considered a major measure by itself.
- (3) Perform a blower door air leakage test, recording the results, and identifying major infiltration points to be sealed by a subcontractor if an insulation measure is installed.

B. In-Home Energy Education.

- (1) CAPO staff, as part of the Home Energy Visit, will meet with members of the household to discuss energy use in the home. The objectives of this visit will be to (a) review what uses account for most of the cost of energy, i.e. space

heat and hot water, (b) identify actions that household members can take to reduce use, and (c) to enlist a written commitment from the resident to follow through on their Energy Action Plan. Follow-up will include mailing a postcard reminding the customer of their commitment approximately ten days after the home visit. The targeted time for the energy education component is one hour.

- (2) The Energy Office will work jointly with CAPO to make changes in the In-Home Education Procedure, and produce supporting materials.
  - (3) At the discretion of the energy auditor, the auditor may install the low flow showerhead issued at the Energy and Housing Fair, and turn down the thermostat setting on water heaters.
3. Select contractor(s), schedule and pay for major measure work on 150 homes as recommended and prioritized in the energy audit report. Standards for work performance by shall be agreed upon by CAPO and the Energy Office. For wall insulation, CAPO will require use of dense fill cellulose application for walls, (or an alternative only if approved by the Energy Office), with a maximum voided area of five percent. Charges for subcontractor services shall be based upon a predetermined pricing schedule developed by CAPO for use in their state funded weatherization program. The target for average subcontractor cost is \$800 per home.
4. Conduct post work inspections on at least 75 percent (approximately 110) of the homes weatherized. In general, wall and attic insulation will receive first priority for scheduling inspections with burner replacement having less importance. Infrared scan inspection of wall insulation is desirable, and should be used when equipment is available to determine if the work meets the five percent maximum voided area standard. The inspection call will also include a blower test when insulation measures are installed. Complete inspections within 10 working days of receipt of contractor invoices.
5. Complete all necessary documentation, and apply for all weatherization rebates and administrative reimbursement from the Oregon Department of Energy, Northwest Natural Gas Co., Portland General

Electric Co., and Pacific Power and Light Co. for all completed weatherization jobs. All applications and supporting paperwork should be submitted by CAPO in a timely manner. Utility and state rebates shall be collected, documented and applied directly to weatherization costs of BBB. This years program budget anticipates receipt of \$26,000 in rebates and administrative reimbursement.

6. Carryover to the 1993-94 BBB weatherization budget any rebates applied for and/or collected but not spent on BBB jobs in previous years. This years budget, Exhibit C, notes approximately \$20,000 in carryover rebates (collection is pending) to be used for direct weatherization work this year. Similarly, any unspent rebates from this years contract will be transferred to the 1994-95 Block-By-Block Program.
7. Keep accurate records on the work performed and the corresponding cost, and provide monthly reports as set out in Section 28, Progress Reports.
8. Maintain a client/job database, and use the database for monthly and final reports.
9. Produce a final report, both written and in data base form. Include name, address, utility, cost of work, rebate amount for each job, and a brief narrative discussing program problems, strengths, and recom-mendations for improvement.
10. The City desires to encourage the development of stronger economic bases in the neighborhoods served by BBB, as well as a qualified and experienced labor pool. If private contractors are used for the perfor-mance of weatherization services, CAPO shall consider this goal. When possible, preference in selecting contractors shall be given to residents of and businesses located in this years participating neighborhoods. Additionally, small disadvantaged businesses with previous weatherization experience should be used, when possible.

## EXHIBIT B

### SCHEDULE FOR CONTRACTOR SERVICES

#### MULTNOMAH COUNTY HOUSING AND COMMUNITY SERVICES DIVISION COMMUNITY ACTION PROGRAM OFFICE

#### BLOCK-BY-BLOCK WEATHERIZATION PROGRAM 1993-94

- |    |  |   |
|----|--|---|
| 1. | Contract begins.   | Oct. 25, 1993                                       |
| 2. | Three Energy Fairs are produced by the Energy Office and Wendy Booker.   | Oct. 30, 1993<br>Nov. 20, 1993<br>Jan. 8, 1994      |
| 3. | Begin home energy visits.<br>The schedule for completion is: <ul style="list-style-type: none"><li>• 125 completed by</li><li>• 200 completed by</li></ul>   | Oct. 25, 1992<br><br>Dec. 31, 1993<br>Feb. 28, 1994 |
| 4. | Assign and complete all weatherization work within 60 days of the audit/infiltration date.<br>The schedule for completion is: <ul style="list-style-type: none"><li>• 80 completed by</li><li>• 150 completed by</li></ul> | <br><br>Feb. 28, 1994<br>Apr. 30, 1994              |
| 5. | Complete inspections on 75 percent of the houses.  | Jun. 15, 1994                                       |
| 6. | Complete applications for utility and state rebates on all jobs.   | Jul. 15, 1994                                       |
| 7. | Contract ends.   | Aug. 31, 1994                                       |
| 8. | Submit final billing to Energy Office.   | Sep. 30, 1994                                       |
| 9. | Submit final report.   | Sep. 30, 1994                                       |

## **EXHIBIT C**

### **BUDGET**

#### **MULTNOMAH COUNTY HOUSING AND COMMUNITY SERVICES DIVISION COMMUNITY ACTION PROGRAM OFFICE**

#### **BLOCK-BY-BLOCK WEATHERIZATION PROGRAM 1993-94**

##### **BUDGET FOR CONTRACTOR SERVICES**

1. Supplies, transportation, office space, and all additional non-personnel expenses to perform the Scope of Work. Perform 200 energy audits and home education visits, 110 post-job inspections, maintain the BBB data base, select, supervise and pay sub-contractors, produce monthly and final reports, and apply for and process weatherization rebates. \$33,250

2. Provide insulation and weatherization services for 150 houses. Qualified subcontractors will perform the major measure insulation work as identified and directed in the energy analysis.

This budget item will increase beyond \$82,000 as CAPO applies for and collects utility and state rebates and administrative reimbursements for this and previous years work. (see Rebate Budget on the following page)

74,750

**TOTAL     \$108,000**

**REBATE BUDGET  
1993-94**

In addition to the above contracted budget, CAPO will collect rebates and administrative reimbursements from utilities and State weatherization programs for work performed. When collected, current year rebates will be combined with rebates carried over from 1992-93 to be used only for direct weatherization, and will be used after funds in this year's budget for weatherization (item 2, previous page) are expended. If the rebates are not spent in this fiscal year, they will be carried over into next year's Block-By-Block program. The following is an accounting of the source of rebate funds to be used as a supplement to the \$74,750 budgeted for weatherization (item 2, previous page) on the current year's program.

1.	Rebates applied for and not spent in 1992-93 total \$27,750. As collection of these funds is still pending, rebates available for use will be estimated at \$20,000. When a final accounting of these rebates is completed, the rebates will rolled into the 1993-94 budget for direct weatherization.	\$ 20,000
2.	Estimated 1993-1994 BBB Program rebates	<u>26,000</u>
	<b>REBATE TOTAL (estimated)</b>	<b>\$46,000</b>



BUDGET MODIFICATION NO.

DSS

8

(For Clerk's Use) Meeting Date

NOV 09 1993

Agenda No.

R-3

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT: SOCIAL SERVICES

DIVISION: MHYFSD

CONTACT: KATHY TINKLE

PHONE: 3691

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD:

SUSAN CLARK/KATHY TINKLE

## SUGGESTED

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

Budget Modification DSS # 8 adds a Mental Health Consultant to the Mental Health, Youth and Family Services Division, Child and Adolescent Mental Health Program effective October 15, 1993 and makes funding adjustments in certain line items.

(Estimated Time Needed on the Agenda)

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

[X] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification does two things:

First, it increases the CAMHP, Family and School Mental Health Program personnel budget by a 1.00 FTE Mental Health Consultant effective 10/15/93 and also adds miscellaneous funds to Materials and Services. Currently, there is a 1.00 FTE MHC providing mental health services at Albina Head Start Center. However, the newly appropriated MHC will provide additional mental health services at this center because of the increased demand. Albina Head Start has committed to contributing \$16,000 toward the cost of this additional staff person. In addition, increased medicaid reimbursement can be generated by both staff by serving CSD and Health Clinic sites in the summer months when the Head Start Program is closed to help offset costs.

Secondly, this modification moves funds budgeted in supplies, professional services, and building management from EPSDT (Org 1365) and the Family and School Mental Health Program (Org 1375) to the newly created CAMHP Operations (Org 1362). During the FY93/94 Technical Amendment process, these funds were incorrectly placed in Orgs 1365 and 1375. This adjustment is now being made in order to centralize funding for these items in Operations as was originally intended.

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Appropriates new Albina Head Start revenue	\$16,000
Increases Title XIX by	\$18,742
Increases CGF Indirect by	\$2,849
Increases the Service Reimb from Fed/State to General Fund by	\$2,849
Increases the Service Reimb from Fed/State to Insurance Fund by	\$3,807
Increases the Service Reimb from Fed/State to Telephone Fund by	\$119
Increases the Service Reimb from Fed/State to Bldg Mgmt Fund by	\$518
<b>Total</b>	<b>\$44,884</b>

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

(Specify Fund) Fund Contingency BEFORE THIS MODIFICATION (as of \_\_\_\_\_):

\$

(Specify Fund)

(Date)

AFTER THIS MODIFICATION:

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

## EXPENDITURES

Transaction EB GM

Transaction Date: \_\_\_\_\_

Accounting Period: \_\_\_\_\_

Budget Fiscal Year: 93/94

Doc Num	Action	Fund	Agency	Org	Activity	Report Category	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
		156	010	1375			5100			23,221		Permanent
		156	010	1375			5500			6,257		Fringe
		156	010	1375			5550			3,807		Insurance
		156	010	1375			6230			(1,500)		Supplies
		156	010	1375			6310			250		Education/Training
		156	010	1375			6330			270		Local Travel
		156	010	1375			7150			119		Telephone
		156	010	1375			7400			(3,804)		Building Management
		156	010	1375			7100			2,347		Indirect @ 8.2%
											30,967	TOTAL ORG 1375
		156	010	1365			6110			(4,135)		Professional Services
		156	010	1365			7100			(339)		Indirect @ 8.2%
											(4,474)	TOTAL ORG 1365
		156	010	1362			6230			1,800		Supplies
							6110			4,135		Professional Services
		156	010	1362			7400			4,322		Building Management
		156	010	1362			7100			841		Indirect @ 8.2%
											11,098	TOTAL ORG 1362
		100	010	0104			7608			2,849	2,849	Cash Transfer
		400	040	7531			6520			3,807	3,807	Insurance
		402	040	7990			6140			119	119	Telephone
		100	030	5610			7400			518	518	Building Management
										\$44,884	\$44,884	

## REVENUES

Transaction EB GM

Transaction Date: \_\_\_\_\_

Accounting Period: \_\_\_\_\_

Budget Fiscal Year: 93/94

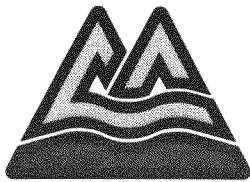
Doc Num	Action	Fund	Agency	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1375			6843			16,000		Albina Head Start
		156	010	1375			2603			12,620		Medicaid Title XIX
		156	010	1375			7601			2,347		CGF Indirect @ 8.2%
											30,967	TOTAL ORG 1375
		156	010	1365			7601			(4,135)		CGF Direct
		156	010	1365			7601			(339)		CGF Indirect
											(4,474)	TOTAL ORG 1365
		156	010	1362			2603			6,122		Medicaid Title XIX
		156	010	1362			7601			4,135		CGF Direct
		156	010	1362			7601			841		CGF Indirect @ 8.2%
											11,098	TOTAL ORG 1362
		100	045	7410			6602			2,849	2,849	Svc Reimb F/S to Gen Fund
		400	040	7531			6602			3,807	3,807	Svc Reimb F/S to Insurance
		402	040	7990			6602			119	119	Svc Reimb F/S to Telephone
		100	030	5610			6602			518	518	Svc Reimb F/S to Bld Mgmt
										\$44,884	\$44,884	

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO. DSS 8

5. ANNUALIZED PERSONNEL CHANGES		(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)			
FTE Incr (Decr)	POSITION TITLE	ANNUALIZED			
		Increase (Decrease)			
		BASE PAY	FRINGE	INSUR	TOTAL
1.00	Mental Health Consultant	\$32,761	\$8,827	\$5,373	\$46,961
1.00	TOTAL ANNUALIZED CHANGES	\$32,761	\$8,827	\$5,373	\$46,961

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 Bud Mod.)			
FTE Incr (Decr)	POSITION TITLE	EXPLANATION	CURRENT YEAR			
			Increase (Decrease)			
			BASE PAY	FRINGE	INSUR	TOTAL
0.71	MHC	Effective 10/15/93 to provide additional	\$23,221	\$6,257	\$3,807	\$33,285
		mental health services at Albina Head Start				
		Program and CSD/Health Clinic sites during				
		summer months.				
0.71	TOTAL CURRENT FISCAL YEAR CHANGES		\$23,221	\$6,257	\$3,807	\$33,285

File: Lotus\9394\Budmods\CAMHP2



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

To: Board of County Commissioners

From: Susan Clark, Acting Director *slc*  
Mental Health, Youth & Family Services Division

Date: October 1, 1993

Placement Date:

Regarding: Budget Modification <sup>DSS</sup> #8

I. Recommendation/Action Requested:

The Mental Health, Youth and Family Services Division recommends approval of Budget Modification #8. This modification appropriates \$34,742 in Title XIX and Albina Head Start revenue to the Child and Adolescent Mental Health Program (CAMHP).

II. Background/Analysis:

Currently, the CAMHP Family and School Mental Health Program has a 1.00 FTE Mental Health Consultant providing mental health services at Albina Head Start, but because there is an increased demand for these services, Albina Head Start has committed to contributing \$16,000 toward the cost of an additional Mental Health Consultant. In addition, increased medicaid reimbursement can be generated by both of these staff in order to offset costs. This can be done by serving CSD and Health Clinic sites in the summer months when the Head Start Program is closed.

This modification also moves funds budgeted in supplies, professional services, and building management from the CAMHP EPSDT budget and the CAMHP Family and School Mental Health Program budget to the CAMHP Operations budget. During the FY93/94 Technical Amendment process, these funds were incorrectly budgeted in those organizations. This adjustment is now being made in order to centralize funding for these items in Operations as was originally intended.

III. Financial Impact:

- Appropriates new Albina Head Start revenue of \$16,000 to CAMHP.
- Increases Title XIX revenue by \$18,742.
- Increases CGF Indirect by \$2,849.
- Increases Svc Reimb Fed/State Fund to the Gen Fund by \$2,849.
- Increases Svc Reimb Fed/State Fund to Insurance Fund by \$3,807.
- Increases Svc Reimb Fed/State Fund to Telephone Fund by \$119.
- Increases Svc Reimb Fed/State Fund to Bldg Mgmt Fund by \$518.

IV. Legal Issues:

Not Applicable

V. Controversial Issues:

Not Applicable

VI. Link to Current County Policies:

Not Applicable

VII. Citizen Participation:

Not Applicable

VIII. Other Government Participation:

Albina Head Start is contributing \$16,000 toward the cost of a Mental Health Consultant to provide mental health services at their center.

BUDGET MODIFICATION NO. DSS 14

(For Clerk's Use) Meeting Date NOV 09 1993  
Agenda No. R-4

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: \_\_\_\_\_

(Date)

DEPARTMENT: n/a

DIVISION: JUVENILE JUSTICE

CONTACT: Hal Ogburn/Marie Eighmey

TELEPHONE: 248-3460

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Hal Ogburn/Marie Eighmey

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

JJD Budget Modification # adds \$33,333 federal/state funds to the Juvenile Justice Division budget to pay for a Parole Transition Coordinator and related expenses to carry out a Minority Overrepresentation Program grant project administered in coordination with the Housing and Community Services Division/Youth Program Office.

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

☒ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

JJD Budget Modification #14 adds \$33,333 to the Juvenile Justice Division budget to increase an existing Parole Transition Coordinator (Lead Juvenile Counselor) position by .25 FTE (\$14,235), increase supplies by \$3,673, and increase professional services for client assistance by \$12,899. The grant pays the \$2,526 indirect.

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

- Increase Org.2536 by \$33,333 JJDP Formula Grant funds.
- Increase Service Reimbursement from F/S to Insurance fund by \$2,293.
- Increase Service Reimbursement from F/S to General Fund/Indirect by \$2,526.

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

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

Originated By

Date

Department Manager

Date

Finance/Budget

Date

Employee Relations

Date

Board Approval

Date

DEBORAH CROGSTON 11/9/93

JJD:bm

BOARD OF  
COUNTY COMMISSIONERS  
MULTI-JURISDICTIONAL  
JUDICIAL COUNCIL  
OREGON  
1993 NOV - 2 AM 9:39

PERSONNEL DETAIL FOR BUD MOD NO: DSS 14

5. <u>ANNUALIZED PERSONNEL CHANGES</u> (Compute on a full year basis even though this action affects only a part of a year.)				
A N N U A L I Z E D				
FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	FRINGE/INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)
1.00 FTE (currently budgeted at less than 1 FTE)	Lead Juvenile Counselor	\$37,628	\$10,140/ \$9,172	\$56,940
TOTAL		\$37,628	\$10,140/ \$9,172	\$56,940

6. <u>CURRENT YEAR PERSONNEL DOLLAR CHANGES</u> (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)				
C U R R E N T F Y				
Full Time, Part Time, Overtime or Premium	Explanation of Change	BASE PAY Increase (Decrease)	FRINGE/INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)
.25 FTE Lead Juvenile Counselor	Increases FTE for an existing position	\$9,407	\$2,535/ \$2,293	\$14,235
TOTAL		\$9,407	\$2,535/ \$2,293	\$14,235

File Name: jjd94

DSS 14

## EXPENDITURE

TRANSACTION EB [ ] GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY 1993-94

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	2536			5100			9,407		Permanent
		156	010	2536			5500			2,535		Fringe
		156	010	2536			5550			2,293		Insurance
											14,235	SUBTOTAL, PERSONNEL
		156	010	2536			6110			12,899		Professional Services
		156	010	2536			6230			3,673		Supplies
		156	010	2536			7100			2,526		Indirect
											33,333	TOTAL, ORG 2536
		100	045	9120			7700			2,526		Contingency/Indirect
		400	040	7531			6520			2,293		Serv Reimb/Insurance
TOTAL EXPENDITURE CHANGE										38,152	TOTAL EXPENDITURE CHANGE	

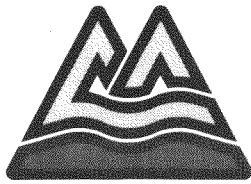
File Name: jjd94

## REVENUE

TRANSACTION RB [ ] GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY 1993-94

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	2536			new			33,333		JJDP Formula Grant
											33,333	TOTAL, ORG 2536
		100	045	7410			6602			2,526		Serv.Reimb./Gen.Fund
		400	040	7531			6602			2,293		Serv Reimb/Insurance
TOTAL REVENUE CHANGE										38,152	TOTAL REVENUE CHANGE	






# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464  
421 S.W. FIFTH, SECOND FLOOR  
PORTLAND, OREGON 97204-2221  
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: Rey España, Interim Director  
Housing and Community Services Division

 Hal Ogburn, Director  
Juvenile Justice Division

DATE: October 22, 1993

SUBJECT: JJD Budget Modification # <sup>DSS 14</sup> : Minority Overrepresentation Program

**I. Recommendation/Action Requested:** The Housing and Community Services Division and Juvenile Justice Division jointly recommend Board of County Commissioner approval of the attached Budget Modification.

**II. Background/Analysis:** In September, 1993, the Board of County Commissioners approved the receipt of a \$33,333 grant from the State Children and Youth Services Commission to carry out a Minority Overrepresentation Project. The grant is with the Housing and Community Services Division, but the project will pay for a Parole Transition Coordinator and client services through Juvenile Justice Division.

This Budget Modification adds the \$33,333 to the Juvenile Justice Division. An interdivisional agreement will govern the services to be delivered and the reporting mechanisms.

The Budget Modification increases the Juvenile Justice Division budget by \$33,333. A portion (\$14,235) is used to increase the time of an existing Lead Juvenile Counselor (Parole Transition Coordinator) who will provide the client contacts. The funds will also be used to increase supplies, pay for client services (budgeted in the professional services line), and pay County indirect.

**III. Financial Impact:** The Budget Modification increases the Juvenile Justice Division budget by \$33,333. The grant pays indirect.

**IV. Legal Issues:** none

**V. Controversial Issues:** none

**VI. Link to Current County Policies:** The Board has already approved the receipt of the grant and the use of the funds. This Budget Modification is a follow-up to that prior approval.

**VII. Citizen Participation:** The Intervention Committee of the Multnomah County Children and Youth Services Commission developed the project; the Commission approved it.

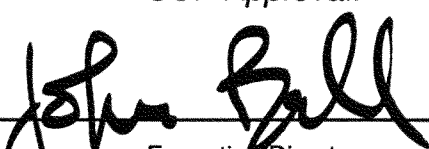
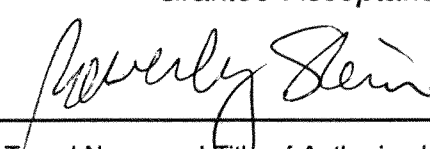
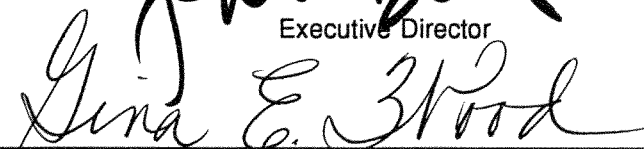
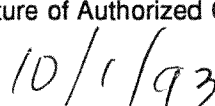
**VIII. Other Government Participation:** This Budget Modification reflects coordination and cooperation between the two Housing and Community Services and Juvenile Justice Divisions.

jfdbmz

FILE COPY

# JJDP GRANT AWARD

1. Grantee Name and Address: <b>Rey Epaña, Deputy Director Housing &amp; Community Services Division Multnomah County 421 SW Fifth, Second Floor Portland, Oregon 97204</b>	5. Grant Number: <b>91-1830</b>
2. Implementing Agency (Name and address)  <b>Same as above</b>	6. Grant Period From: <b>08/01/93</b> To: <b>12/31/93</b>
	7. Funding Source: <b>JJDP Formula Grant</b>
3. Project Title: <b>Parole Transition Coordinator</b>	8. Award Date: <b>07/01/92</b>
4. Program Area Title: <b>Minority Overrepresentation Program</b>	9. Grant Award Amount: <b>\$33,333</b>
	10. Total Project Budget: \$9,407 personnel 3,673 supplies 4,828 fringes 15,425 prof. svcs.
11. Special Conditions (check if applicable):  <input checked="" type="checkbox"/> The above grant project is approved subject to such conditions or limitations as are set forth on the attached <u>2</u> page(s).	
12. Statutory Authority for Grant:  <input checked="" type="checkbox"/> Title II of the Juvenile Justice and Delinquency Prevention Act of 1974, 42 U.S.C. 1, et. seq., as amended.  <input type="checkbox"/> Other (Specify):	

CCF Approval:	Grantee Acceptance:
<input checked="" type="checkbox"/>  Executive Director	<input checked="" type="checkbox"/>  Typed Name and Title of Authorized Grantee Official Beverly Stein, Multnomah County Chair
 Grants Administrator	Signature of Authorized Grantee Official 
9-21-93 Date	10/1/93 Date

GRANT AWARD  
CONTINUATION SHEET

Oregon Commission on Children and Families  
530 Center Street NE, Suite 300  
Salem, Oregon 97310

Grant Number: 91-1830

Award Date: 07-01-92

SPECIAL CONDITIONS

1. **If the project is not operational within 60 days** of the original starting date of the grant period, the subgrantee must report by letter to the Commission on Children and Families the steps taken to initiate the project, the reasons for delay, and the expected starting date.
2. **If the project is not operational within 90 days** of the original starting date of the grant period, the subgrantee must submit a second statement to the Commission on Children and Families explaining the implementation delay. Upon receipt of the 90-day letter, the Commission may cancel the project and redistribute funds to other projects, or, where warranted by extenuating circumstances, may request approval from the JJAC to extend the implementation date past the 90-day period.
3. **Inspection and Audit.** Grantee agrees to arrange for examinations in the form of independent audits in conformance with OMB Circular A-128, "Audits of State and Local Governments" or A-133, "Audits of Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," as applicable. For-profit grantees must comply with the requirements outlined in OMB Circular A-133.

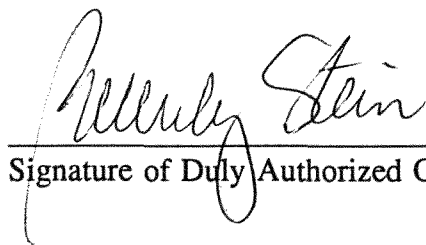
The audit report must include:

- a. The financial statements of the recipient organization, including identification of the various programs under which the organization received federal funds and the amount of the awards received.
- b. A schedule of federal assistance, showing the total expenditures for each federal assistance program. This schedule should include: (1) name of federal agency; (2) award amount; (3) period of performance; and (4) expenditure activity during the audit reporting period.

- c. The auditor's comments on the organization's systems of internal control, and systems established to ensure compliance with the terms of agreement as well as major laws and regulations affecting the expenditure of federal funds.

A copy of the audit report and the resolution of any audit findings shall be submitted to the Oregon Commission on Children and Families.

4. Authorized officials of the project must immediately sign and return enclosed OJP Forms 4061/1 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions" for this award to be effective.
5. If grantee intends to subcontract any work, a copy of the contract must be submitted to the Commission for review prior to signature.
6. The grantee, its subcontractors, if any, and all employers providing work, labor or materials under this contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, Workers' Compensation coverage that satisfies Oregon Law for all their subject workers. Out-of-state employers must provide Oregon Workers' Compensation coverage for their workers if the out-of-state employer has any worker or workers at a single work site in Oregon for more than 30 days in a calendar year. Out-of-state employers who do not have employees working at a single location within Oregon for more than 30 days in a calendar year need not obtain such coverage. Contractors who perform the work without the assistance of any employees need not obtain such coverage.



Signature of Duly Authorized Official

10/1/93

Date

BUDGET MODIFICATION NO.

Nond #09(For Clerk's Use) Meeting Date  
Agenda No.NOV 09 1993R-5

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

(Date)

DEPARTMENT Nondepartmental

DIVISION

Tax Supervising CommissionCONTACT Margaret Bauer

TELEPHONE

X 3054

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD \_\_\_\_\_

SUGGESTEDAGENDA TITL (to assist in preparing a description for the printed agenda)

This budget modification requests for a transfer of \$5,990 from materials and services to personal services for July cost of living adjustment.

(Estimated Time Needed on the Agenda)

## 2. DESCRIPTION OF MODIFICATION

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

☐ Personnel changes are shown in detail on the attached sheet

The July 1 cost of living adjustment was not taken into consideration when the budget was prepared. This budget modification moves funds from professional services to personal services.

All changes are within budget authorization and statute limitation.

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

Fund Contingency before this modification (as of \_\_\_\_\_)

\$ \_\_\_\_\_

Date

After this modification

Originated By <u>Margaret M. Bauer</u>	Date <u>10/27/93</u>	Department Director <u>Margaret M. Bauer</u>	Date <u>10/27/93</u>
Plan/Budget Analyst <u>Cheryl Hays</u>	Date <u>10/26/93</u>	Employee Services	Date
Board Approval <u>Deborah C. Bostad</u>	Date <u>11/9/93</u>		

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 NOV -2 AM 9:39

## TRANSACTION EB GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

[illegible]

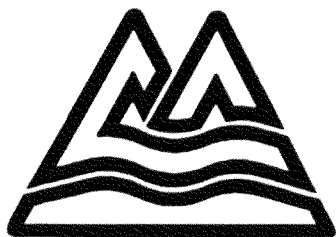
## TRANSACTION RB GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

[illegible]



# MULTNOMAH COUNTY, OREGON

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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: Board of County Commissioners

FROM: Ching Hay, Budget Specialist *Ch*

DATE: November 1, 1993

PLACEMENT DATE: November 9 or November 23

SUBJECT: Budget Modification #Nond 09

---

I. Recommendation/Action Requested:

This is a budget modification requesting for a transfer of \$5,990 from materials and services to personal services. It is recommended that this budget modification be approved.

II. Background/Analysis:

The Tax Supervising Commission did not budget for the July cost of living allowance. Their budget is set by ORS 294.630 at \$230,000. This budget modification does not change Tax Supervising's overall appropriation.

III. Financial Impact:

The insurance fund will receive \$789 less in service reimbursement and will therefore also reduce it's expenditure by the same amount.

IV. Legal Issues:

This modification should be approved so that Tax Supervising will not spend more than has been appropriated for personal services.

V. Controversial Issues:

No controversial issues.

VI. Link to Current County Policies:

Not aware of any link.

VII. Citizen Participation:

There has been no citizen participation. No citizen testimony is anticipated.

VIII. Other Government Participation:

There has been no other government participation. They do not know of this budget modification.

MEETING DATE: November 9, 1993

AGENDA NO: R-6

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Resolution Calling an Election on Referendum of Ordinance 772

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: November 9, 1993

Amount of Time Needed: 1 Minute

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: Laurence Kressel TELEPHONE #: 248-3138

BLDG/ROOM #: 106/1530

PERSON(S) MAKING PRESENTATION: Laurence Kressel

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

RESOLUTION in the Matter of Calling an Election on a Referendum of County Ordinance 772 (Ambulance Service Area Plan)

MCC 4.51.070 provides that the referendum on Ordinance 772, shall be submitted to the voters at the March 22, 1994 election. A petition to refer the ordinance was filed and on October 22, 1993, the Director of Elections certified that a sufficient number of valid signatures had been submitted to qualify the matter for the ballot.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93

11/10/93 certified original to  
Michael Cox/  
Elections  
1993 OCT 29 PM 4:39  
MULTNOMAH COUNTY  
OREGON  
CLERK OF  
COUNTY COMMISSIONERS



# PROSPECTIVE PETITION FOR LOCAL

ORS 250.165;  
ORS 250.265;  
ORS 255.135

☐ INITIATIVE      REFERENDUM ☒  
MEASURE

COUNTY Multnomah

CITY \_\_\_\_\_

DISTRICT \_\_\_\_\_

TO THE COUNTY CLERK/CITY RECORDER (AUDITOR):

We, the undersigned, request the (circle one) district attorney/city attorney prepare a ballot title for the attached proposed measure to be submitted to the people of (name of county/city/district) Multnomah for their approval or rejection.

## DESIGNATING CHIEF PETITIONERS

Every petition shall designate not more than three persons as chief petitioners, setting forth the name, residence address and title (if officer of sponsoring organization) of each.

1. NAME (PRINT) Warren Andrews SIGNATURE [Signature]  
RESIDENCE ADDRESS 11811 NE Russell St.  
MAILING ADDRESS (IF DIFFERENT) \_\_\_\_\_  
CITY, STATE, ZIP CODE Portland, OR 97220 DAY TELEPHONE 255-6174  
SPONSORING ORGANIZATION (IF ANY) \_\_\_\_\_

2. NAME (PRINT) \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
RESIDENCE ADDRESS \_\_\_\_\_  
MAILING ADDRESS (IF DIFFERENT) \_\_\_\_\_  
CITY, STATE, ZIP CODE \_\_\_\_\_ DAY TELEPHONE \_\_\_\_\_  
SPONSORING ORGANIZATION (IF ANY) \_\_\_\_\_

3. NAME (PRINT) \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
RESIDENCE ADDRESS \_\_\_\_\_  
MAILING ADDRESS (IF DIFFERENT) \_\_\_\_\_  
CITY, STATE, ZIP CODE \_\_\_\_\_ DAY TELEPHONE \_\_\_\_\_  
SPONSORING ORGANIZATION (IF ANY) \_\_\_\_\_

## INSTRUCTIONS

### FOR CIRCULATORS

Only registered voters of the county, city or district may sign a petition.

All signers on any one signature sheet must be registered voters of the same county.

It is advisable to use a pen or indelible pencil for signing petitions.

Do not use ditto marks.

A petition circulator must be a registered voter of the state, however, does not have to be a registered voter of the county, city or district.

Only one circulator may collect signatures on any one sheet of a petition.

It is unlawful for a petition circulator to knowingly make any false statement to any person who signs it or requests information about it.

It is unlawful to circulate or file a petition knowing it to contain a false signature.

### FOR SIGNERS

Only registered voters of the county, city or district may sign a petition.

Sign your full name, as you did when you registered to vote, and fill in the date on which you signed the petition, your residence address and your precinct in the spaces provided.

A woman should sign her own name not her husband's or her husband's initials (for example: not "Mrs. John A. Jones" or "Mrs. J. A. Jones").

Be sure to print your name clearly in the space provided.

It is unlawful to sign any person's name other than your own. Do not sign another person's name under any circumstances.

It is advisable to use a pen or indelible pencil for signing petitions.

Do not use ditto marks.

It is unlawful to sign a petition more than once.

It is unlawful for a person to knowingly sign a petition when the person is not qualified to sign it.

SIGNATURE SHEET

PETITION CIRCULATORS  
BE COMPENSATED.

WILL or WILL NOT

circle one

Warren Andrews 9/16/93

CHIEF PETITIONER'S NAMEDATE

To Multnomah County Director of Elections: We, the undersigned electors, request that the attached measure be submitted to the people of Multnomah County for their approval or rejection.

(Insert caption or subject of Act) Multnomah Co. Ambulance Service Plan Ordinance # 772 (ORS 250.045)

SIGNATURE	Date Signed Month/Day/Year	PRINT NAME	Residence Address Street and Number	City or Post Office	Zip Code	Precinct (If Known)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
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11.						
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13.						
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15.						
16.						
17.						
18.						
19.						
20.						

RECEIVED  
1993 SEP 17 PM 2:28  
WICKI K. ERVIN  
DIRECTOR OF ELECTIONS

THIS VERIFICATION MUST BE  
SIGNED BY THE CIRCULATOR.

Circulator's  
Certificate

I, \_\_\_\_\_, hereby certify that every person who signed this sheet did so in my presence and I believe that each individual is an elector. (ORS 250.045)

Signature of Circulator: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Calling an Election on  
a Referendum of County Ordinance 772  
(Ambulance Service Area Plan)

RESOLUTION

WHEREAS, in July 15 1993, the Board adopted ordinance 772, a plan relating to the coordination of ambulance services within the county; and

WHEREAS, a petition to refer ordinance 772 to the voters was thereafter filed; and

WHEREAS, on October 22, 1993, the Director of Elections certified that a sufficient number of valid signatures had been submitted to qualify the matter for the ballot;

NOW THEREFORE, IT IS RESOLVED AND ORDERED,

1. The referendum on county ordinance 772 shall be submitted to the voters at the March, 1994 election, in accordance with MCC 4.51.070.

2. The clerk shall promptly transmit this Resolution and Order to the Director of Elections.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_. 1993.

By \_\_\_\_\_  
Beverly Stein, Chair

Multnomah County, Oregon

REVIEWED:

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Calling an Election on  
a Referendum of County Ordinance 772  
(Ambulance Service Area Plan)

RESOLUTION

WHEREAS, in July 15 1993, the Board adopted ordinance 772, a plan relating to the coordination of ambulance services within the county; and

WHEREAS, a petition to refer ordinance 772 to the voters was thereafter filed; and

WHEREAS, on October 22, 1993, the Director of Elections certified that a sufficient number of valid signatures had been submitted to qualify the matter for the ballot;

NOW THEREFORE, IT IS RESOLVED AND ORDERED,

1. The referendum on county ordinance 772 shall be submitted to the voters at the March, 1994 election, in accordance with MCC 4.51.070.

2. The clerk shall promptly transmit this Resolution and Order to the Director of Elections.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

By \_\_\_\_\_  
Beverly Stein, Chair

Multnomah County, Oregon

REVIEWED:

  
Laurence Kressel, County Counsel  
of Multnomah County, Oregon

Post-It™ brand fax transmittal memo 7671		# of pages > 1
To: Deborah Bagshaw	From: Michael C. Cox	
Co: Board Clerk	Co: Elections	
Dept:	Phone # 3720	
Fax #	Fax #	

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Calling an	)	
Election on a Referendum of	)	RESOLUTION AND ORDER
County Ordinance 772 (Ambulance	)	93- 368
Service Area Plan)	)	

WHEREAS, on July 15, 1993, the Multnomah County Board of Commissioners adopted Ordinance 772, a plan relating to the coordination of ambulance services within the County; and

WHEREAS, a petition to refer Ordinance 772 to the voters was thereafter filed; and

WHEREAS, on October 22, 1993, the Director of Elections certified that a sufficient number of valid signatures had been submitted to qualify the matter for the ballot; now therefore

IT IS HEREBY RESOLVED AND ORDERED,

1. The referendum on County Ordinance 772 shall be submitted to the voters at the March 22, 1994 election, in accordance with MCC 4.51.070.
2. The Board clerk shall promptly transmit a certified true copy of this Resolution and Order to the Director of Elections.

ADOPTED this 9th day of November, 1993.

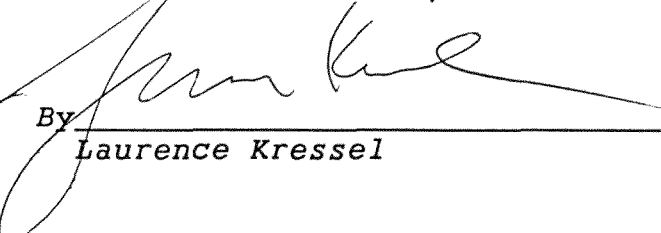


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

  
By \_\_\_\_\_  
Laurence Kressel

0044C/11/db

BUDGET MODIFICATION NO. \_\_\_\_\_

DA 5

(For Clerk's Use) Meeting Date NOV 09 1993  
Agenda No. B-7

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR
- 9-Nov-93

DEPARTMENT District AttorneyDIVISION AdministrationCONTACT Kelly BaconTELEPHONE 248-3105\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Kelly BaconSUGGESTED AGENDA TITLE

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

Budget Modification DA 5 makes personnel changes within the administrative structure of the District Attorney's Office. There is no change in total budget, only personnel.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF THE MODIFICATION (Explain the changes this Bud Mod makes. Attach additional information if you need more space.)

XXXX

 Personnel changes are shown in detail on the attached sheet

This budget modification reflects changes which have impacted the District Attorney's Office over the past three years. Technically, the modification cuts two Office Assistant II positions from the budget and adds one Fiscal Specialist Senior.

There is no net budgetary change.

This change is needed by the office to enable the District Attorney to keep up with the changes in County operations (including new, more intensive budget requirements and upcoming changes in facilities charges); and, changes in technology (including maximizing the use of the DA's local area network, optimizing use of the case management database and exploring and implementing new and existing information technologies).

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

None.

4. CONTINGENCY STAT (to be completed by Budget & Planning)

Fund Contingency before this modification (as of \_\_\_\_\_)

Date

After this modification

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Originated By <u>Kelly Bacon</u>	Date <u>19-Oct-93</u>	Department Director <u>Michael Schenck</u>	Date <u>10-21-93</u>
Plan/Budget Analyst <u>Mrs. B. S.</u>	Date <u>10/19/93</u>	Employee Services <u>Alimbras</u>	Date <u>10-21-93</u>
Board Approval <u>Deborah Coarista</u>	Date <u>11/9/93</u>		

1993 OCT 21 PM 4:27  
 CLERK OF COUNTY COMMISSION  
 MULTNOMAH COUNTY  
 OREGON

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

DA 5

5. ANNUALIZED PERSONNEL CHAN (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.	
-2.00	Office Assistant II (2451)	(39,850)	(10,736)	(6,899)	(57,484)
1.00	Fiscal Specialist Senior (2411)	39,850	10,736	6,899	57,484
-1.00	TOTAL CHANGE (ANNUALIZED)	0	0	0	0

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.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
-1.50	Office Assistant II (2451) 11/9/93 to 6/30/94	(29,888)	(8,052)	(6,488)	(44,428)
0.75	Fiscal Specialist Sr (2411) 11/9/93 to 6/30/94	29,888	8,052	6,488	44,428
TOTAL CURRENT FISCAL YEAR CHANGES		0	0	0	0

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

---

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLY BACON, EXECUTIVE ASSISTANT  
DISTRICT ATTORNEY'S OFFICE

TODAY'S DATE: October 19, 1993

REQUESTED PLACEMENT DATE: November 9, 1993

RE: Budget Modification DA 5

- I. Recommendation/Action Requested  
Approval of the budget modification DA 5.
- II. Background/Analysis  
The addition of this position to the District Attorney's Office will increase the office's ability to deal with the increasingly complex budget requirements of the county and bring an added level of information systems planning capability to the operation. The position is funded by cutting two clerical positions currently vacant.
- III. Financial Impact  
None.
- IV. Legal Issues  
None.
- V. Controversial Issues  
None.
- VI. Link to Current County Policies  
NA.
- VII. Citizen Participation  
NA
- VIII. Other Government Participation  
NA.



MEETING DATE: NOV 09 1993

AGENDA NO: R-8

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Conveyance of Old Gresham Library Property to  
Gresham Historical Society

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Ten Minutes

DEPARTMENT: Library/DES DIVISION: Facilities & Property Management

CONTACT: Bob Oberst TELEPHONE #: 248-3851  
BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: Bob Oberst

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Gresham Historical Society, as purchaser of former Gresham Library property, has paid purchase price in full and is entitled to conveyance of property by Trustee under trust deed in favor of the Directors of the Library Association of Portland dated February 7, 1990. See Staff Report Supplement for details.

*11/10/93 certified true copy &  
copy to Bob Oberst*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

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

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 OCT 29 PM 2:07

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Robert Oberst, Facilities &  
Property Management

TODAY'S DATE: October 20, 1993

REQUESTED PLACEMENT: \_\_\_\_\_

RE: Conveyance of Old Gresham Library Property to Gresham  
Historical Society

- I. Recommendation/Action Requested:  
Order approving and execution of LETTER OF INDEMNITY AND REQUEST FOR FULL RECONVEYANCE of old Gresham Library property to the Gresham Historical Society.
- II. Background/Analysis:  
The Directors of The Library Association of Portland sold this property to the Historical Society in February 1990 and the Historical conveyed title to the First American Title Company as trustee for the benefit of the Library Association by trust deed dated February 7, 1990 to secure payment of the note in favor of the Library Association for the purchase price. The Library Association conveyed its assets, including its interest in the note and trust deed, to Multnomah County as part of the transfer of the library system to the County. The Historical Society has paid the purchase price in full to the County and is now entitled to reconveyance of the property by the trustee. Conveyances of real property by the County require approval by the Board of County Commissioners.
- III. Financial Impact:  
The full amount of \$15,000.00 due upon the note from the Historical Society has been paid; there is no financial impact as a result of the reconveyance to the Historical Society.
- IV. Legal Issues:  
The Historical Society is legally entitled to the reconveyance.
- V. Controversial Issues:  
None.
- VI. Link to Current County Policies:  
None.
- VII. Citizen Participation:  
None.
- VIII. Other Government Participation:  
No effect upon another County department or other jurisdiction.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Reconveyance of the )  
Old Gresham Library Property, Lots 1, 2 )  
and 6, Block 4, Mt. Hood Addition to the )  
City of Gresham, to the Gresham Historical )  
Society upon Full Payment of the Note )  
Securing Payment of the Purchase Price. )

O R D E R  
# 93-369

It appearing that the real property was sold by the Library Association of Portland to the Gresham Historical Society in February 1990 and that the Historical Society conveyed the property in trust to the First American Title Company for the purpose of securing payment of a promissory note for the purchase price; and

It appearing that the Library Association of Portland conveyed assets including its interest in said promissory note and trust deed to Multnomah County pursuant to a LIBRARY TRANSFER AGREEMENT dated April 26, 1990; and

It appearing that the Gresham Historical Society has paid to Multnomah County the full amount of said promissory note and that Gresham Historical Society is now entitled to reconveyance of the real property by the trustee of said trust deed and the Board being fully advised in the matter:

It is ORDERED that Multnomah County execute the LETTER OF INDEMNITY AND REQUEST FOR FULL CONVEYANCE before the Board this date and that the County Chair be, and she is hereby, authorized and directed to execute the same on behalf of Multnomah County.

Dated this 9th day of November, 1993.

REVIEWED:

LAURENCE KRESSEL, County  
Counsel for Multnomah  
County, Oregon

By John L. DuBay  
John L. DuBay, Chief Deputy

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, County Chair



# First American Title Insurance Company of Oregon

An assumed business name of TITLE INSURANCE COMPANY OF OREGON

1700 S.W. FOURTH AVENUE, PORTLAND, OR 97201-5512

(503) 222-3651 • Direct Line (503) 790-7851

FAX (503) 790-7856

## LETTER OF INDEMNITY AND REQUEST FOR FULL RECONVEYANCE

**TO BE USED ONLY WHEN OBLIGATIONS HAVE BEEN FULLY PAID.**

TO: Title Insurance Company of Oregon (dba First American Title Insurance Company of Oregon, Trustee

The undersigned, beneficiary, is the legal owner and holder of all indebtedness secured by a trust deed executed by Gresham Historical Society, an Oregon non-profit corporation, grantor

to said trustee for Multnomah County, a political subdivision of the State of Oregon, successor, in interest to the Directors of the Library Association of Portland, an Oregon non-profit corporation, dated February 7, 1990 and recorded February 9, 1990 in Book 2275, page 1491, or as Fee # , Multnomah County Mortgage Records.

The undersigned, beneficiary, hereby states that all sums secured by said trust deed have been fully paid and satisfied, and this statement is hereby executed by said beneficiary, to induce Title Insurance Company of Oregon to reconvey the subject property without demanding the original promissory note secured by said trust deed, inasmuch as said original Promissory note has been paid in full. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same.

We, each and all of us, hereby indemnify Title Insurance Company of Oregon and hold it harmless for any and all loss that may result to Title Insurance Company of Oregon or any or all of the undersigned as a result of the execution of said reconveyance as described above.

Gresham Historical Society 410 N. Main Avenue,  
Gresham, Oregon 97030

Mail reconveyance to

Multnomah County, a political subdivision of the State of Oregon

(Signed)

By

Beverly Stein, County Chair

November 9, 19 93

REVIEWED

By

MULTNOMAH COUNTY COUNCIL

STATE OF OREGON, County of Multnomah ) ss.

(individual)

This instrument was acknowledged before me on , 19

by

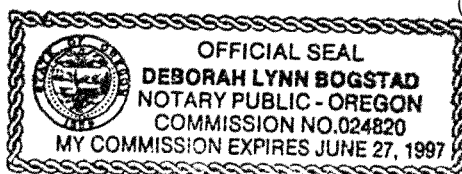
(corporate)

This instrument was acknowledged before me on November 9, 19 93

Beverly Stein

Chair

Multnomah County Board of Commissioners



Deborah Lynn Bogstad  
Notary Public for Oregon

My commission expires 6/27/97

MEETING DATE: NOV 09 1993

AGENDA NO: R-9

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: PCRB Exemption for Token Ring Adaptor

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: Thursday, November 4, 1993

Amount of Time Needed: 15 MINUTES

DEPARTMENT: MSS DIVISION: Purchasing/ISD

CONTACT: Lillie Walker/Doug Fischer TELEPHONE #: 248-5111/248-3749

BLDG/ROOM #: 421/1st / 327

PERSON(S) MAKING PRESENTATION: Lillie Walker

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request of Board of County Commissioners, acting as PCRB, for an exemption to contract with Amdahl Corporation as the sole source for the upgrade equipment requested. The cost is \$31,850 and \$732 annually for maintenance.

*11/4/93 Notice & Application to PCRB list, Lillie Walker & Doug Fischer*

*11/10/93 approval & order to PCRB list, Lillie Walker & Doug Fischer*

**SIGNATURE REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Lillie M. Walker

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 OCT 29 PM 2:07

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS  
FROM: Lillie Walker, Purchasing Director  
TODAY'S DATE: October 22, 1993  
REQUESTED PLACEMENT DATE: November 4, 1993  
  
RE: Exemption request from formal competitive bid process for the Information System Division (ISD) to purchase a processor upgrade.

I. Recommendation/Action Requested:

The Information System Division has requested an exemption from the formal bid process to purchase a Token Ring Adapter Upgrade to the Amdahl 4745 front end processor.

II. Background/Analysis:

The Information System Division originally purchased the County's Amdahl Front End Processor (FEP) through the competitive RFP process in 1989. The FEP was not configured with a data communications protocol called "Token Ring". The Token Ring feature is necessary for ISD to connect the County-wide area network to the State of Oregon's new backbone Token Ring Data Communications Network.

This upgrade is only available from Amdahl. There are no other sources.

III. Financial Impact:

The cost of this feature is \$31,850 plus \$732 annually for maintenance.

IV. Legal Issues:

Other than the signing of the contract, there are no legal issues anticipated.

V. Controversial Issues:

N/A

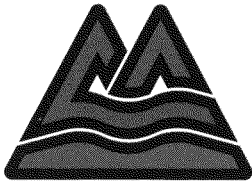
VI. Link to Current County Policies:

Current County policies require competitive bidding for the purchase of equipment, materials and supplies that exceed \$1,000.00.

ISD requires a Single Source Exemption because there are no other competing products or vendors that can fill this need.

VIII. Other Government Participation:

The County will use this added feature to connect the host computer to other computers located in the City of Portland, State of Oregon, other public agencies in the State and to Nation-Wide Law Enforcement and Health Systems.



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
INFORMATION SERVICES DIVISION  
4747 EAST BURNSIDE  
PORTLAND, OREGON 97215  
(503) 248-3749

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

TO: Lillie Walker, Director  
Purchasing

FROM: Betsy Williams, Director  
Department of Environmental Services

DATE: September 8, 1993

SUBJECT: REQUEST FOR EXEMPTION FROM BIDDING - TOKEN  
RING UPGRADE

This is a request for exemption from bidding to add the token ring adapter upgrade to the AMDAHL 4745 Front End Processor located at the Kelly Building. We are requesting this exemption since AMDAHL is the only vendor which manufactures and distributes this upgrade feature. Please review the attached memo from Jim Munz.

This is not an urgent request since we do not have existing services which are being impacted. We would like to move this request along so that we may begin transferring data to and from the State Offices in Salem using the State backbone as soon as possible. Thank you for your prompt attention to this matter.

cc: Jim Munz, Manager, ISD



RECEIVED  
PURCHASING SECTION  
93 SEP 10 AM 8:09  
MULTNOMAH COUNTY



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
INFORMATION SERVICES DIVISION  
4747 EAST BURNSIDE  
PORTLAND, OREGON 97215  
(503) 248-3749

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

**TO:** Betsy Williams, Director  
Department of Environmental Services

**FROM:** Jim Munz, Manager *[Signature]*  
Information Services Division

**DATE:** September 1, 1993

**SUBJECT:** Request For Purchasing Exemption  
Front End Processor Token Ring Adapter Feature

I am asking your support in requesting an exemption from the bid process to upgrade the County's front end processor to allow connection to the State of Oregon's token ring backbone.

## OVERVIEW OF REQUEST:

Attached are two contracts: 1) to purchase a token ring adaptor from Amdahl Corporation (manufacturer) to be internally installed on the County's Amdahl 4745-210 front end processor (FEP) and, 2) to obtain maintenance from Amdahl Corporation for the feature.

The FEP was originally purchased through competitive process in 1989 (RFP# 900525). The FEP was not configured with a data communications protocol called "token ring." The token ring feature is necessary for ISD to connect the County wide area network to the State of Oregon's new backbone token ring data communications network.

This upgrade is only available from the original manufacturer. Amdahl does not use independent distributors for its products. There are no other sources for this feature upgrade.

## **NATURE OF PROJECT:**

The FEP is a computer that preforms the data communications functions necessary to connect remote devices such as terminals, printers and local area networks to the county's host computer. It also connects the host computer to other computers located in the City of Portland, State of Oregon, other public agencies in the State and to nation-wide law enforcement and health systems.

Most County agencies that are connected to the County's host computer also require access to applications running on other host computer systems. Many of these applications are running on computers located in the State of Oregon Executive Department, Department of Transportation, Department of Human Resources and other nation wide systems which are accessed through the State of Oregon computer systems.

Today these connections are done through a medium speed link (9,600 bps) from the County's FEP to the Executive Department's host and from there to the other host computer systems through additional medium speed links. When the Executive Departments host system is down access to all the other State systems is unavailable. In addition the need to access the other state systems through the Executive Departments system using multiple medium speed links often results in unsatisfactory response times to County agencies. These response times have been recorded to take up to 2 minutes in some cases. This communication technology has been in use by ISD for approximately the last 10 years.

The State is installing a backbone token ring network that operates up to 4,000,000 bps. This network has direct access to all of the State's host systems. We have been informed by the State Executive Department that any new communication with State agencies will be done using the token ring network and, over time, all of the existing lines will be moved to the token ring backbone. ISD would like to upgrade its access to State applications by connecting to the State token ring network. To do this ISD's FEP must be upgraded with the token ring adapter feature.

## **ESTIMATED COST:**

The cost to purchase this feature from the FEP manufacturer (Amdahl) is \$31,850 plus an additional \$732 annually for maintenance.

## **COST SAVINGS ANTICIPATED BY EXEMPTION FROM BIDDING:**

Amdahl Corporation is the only supplier of the required feature. There are no cost savings anticipated by exempting the feature from bidding. The removal of the existing lines should save the County about \$500 annually. These savings

will be used to partially offset the additional maintenance required to support the token ring adaptor.

**PROPOSED ALTERNATIVE CONTRACTION:**

This feature is only available from the original manufacturer. Amdahl does not use independent distributors for its products. There are no other sources for this feature upgrade.

**ESTIMATED DATE BY WHICH IT IS NECESSARY TO LET CONTRACT:**

There is no necessary date to complete installation of ISD's access to the State's token ring network. The State installed an access point to the backbone in Portland via the Fish and Wildlife Office on SW Front Street in March of this year. We do not have new data lines which are waiting to be installed to the State's computer at this time. We would begin the project by converting existing lines on a time available basis. Any new data lines, however, would be held up until the token ring connection is in place. This could result in a delay of three to four months.




# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
INFORMATION SERVICES DIVISION  
4747 EAST BURNSIDE  
PORTLAND, OREGON 97215  
(503) 248-3749

GLADYS MCCOY  
COUNTY CHAIR

## MEMORANDUM

TO: Roger Bruno  
Purchasing

FROM: Pam Brown, Network Services Manager  
Information Services Division 

DATE: August 17, 1993

RE: DPMC REVIEW OF DATA PROCESSING ACQUISITION

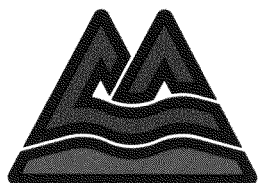
In accordance with Multnomah County Ordinance 511, it is the responsibility of the Data Processing Management Committee:

To review and comment on all requests for data processing hardware, software or consulting with a total cost in excess of \$1,000 which occur in department or division budgets to ensure compliance with DPMC policies regarding equipment and applications acquisition and maintenance and to assess their future impact on ISD.

The Data Processing Management Committee has directed the Information Services Division to review all requests defined above and to provide a report to the DPMC at their quarterly meeting.

Under these guidelines, ISD staff reviewed the request for a sole-source exemption and purchase of an adapter and components to upgrade the Amdahl Front End Processor in the amount of \$35,360 for the Information Services Division. It is our opinion that the request is consistent with the policies identified by the Data Processing Management Committee.

cc: Doug Fischer



# MULTNOMAH COUNTY OREGON

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

## BOARD OF COUNTY COMMISSIONERS

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

## NOTICE OF HEARING

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, will consider an application on Tuesday, November 9, 1993, at 11:00 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, in the Matter of Exempting from Public Bidding a Contract with Amdahl for the Purchase of a Token Ring Adaptor.

A copy of the application is attached.

For additional information, please contact Multnomah County Purchasing Director Lillie Walker, 248-5111 or the Office of the Board Clerk, 248-3277.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON  
PUBLIC CONTRACT REVIEW BOARD

Deborah Bogstad  
Office of the Board Clerk

0044C/1/db  
enclosure  
cc: Lillie Walker  
Doug Fischer  
11/4/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of Exempting From Public )  
Bidding a contract with Amdahl for the )  
purchase of Token Ring Adaptor )

A P P L I C A T I O N

Application to the Public Contract Review Board on behalf of a request from the Information Services Division (ISD) is hereby made pursuant to the Board's Administrative Rule AR 10.100 and adopted under the provisions of ORS 279.015 for an order of exemption to purchase a Token Ring Adaptor from Amdahl Corp. for the Amdahl Front End Processor (FEP) at a cost of \$31,850 plus \$732 annually for maintenance.

This Exemption Request is supported by the following facts:

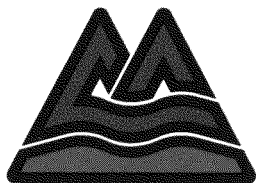
1. The attached memorandum from the Department of Environmental Services, Information System Division (ISD), requests a sole source exemption from the competitive bidding process to contract with the Amdahl Corporation for the purchase of a Token Ring Adaptor for the County's Amdahl Front End Processor (FEP) and the ongoing maintenance of this equipment. The FEP will be used to connect the County's computer with other computers located in the City of Portland, State of Oregon, other public agencies in the state and to Nation-wide Law Enforcement and Health Systems. The FEP is equipment originally purchased through the competitive request for proposal process in 1989 (RFP #OPP525) which was awarded to the Amdahl Corporation.
2. The cost of the equipment is \$31,850 plus \$732 annually for maintenance. The funds are currently available and approved from general funds and the equipment has been approved by the data processing management committee (DPMC).
3. Competitive bidding for this item would be inappropriate because the current contractor, Amdahl Corp. owns the proprietary rights to the equipment and any upgrade must be compatible with the existing system. No other equipment that can perform this function on the Amdahl equipment is available from any other contractor.
4. This is a one-time exemption for the above upgrade and its continuing maintenance.
5. The Purchasing Section has reviewed the information provided by ISD and has found that an exemption for the purchase of this equipment is compatible with proper purchasing procedures.
6. The Purchasing Section recommends approval of the requested sole source exemption.

Dated this 22nd day of October, 1993.



Lillie Walker, Director  
Purchasing, Contracts, & Central Stores

Attachments



# MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS

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

## NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered an application on Tuesday, November 9, 1993, at 11:00 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, and approved Order 93-370 in the Matter of Exempting from Public Bidding a Contract with Amdahl for the Purchase of a Token Ring Adaptor.

A copy of the Order is enclosed.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON  
PUBLIC CONTRACT REVIEW BOARD

  
Deborah Bogstad  
Office of the Board Clerk

enclosure  
cc: Lillie Walker  
Doug Fischer



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of Exempting from Public       )  
Bidding a contract with Amdahl for the       ) ORDER  
purchase of a Token Ring Adaptor       ) 93-370

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to review, pursuant to ORS 279.015(3) (A) through (5) (B) and PCRB Rule 10.100, an exemption to contract with Amdahl Corp. for the purchase of a Token Ring Adaptor and maintenance for the County's Amdahl Front End Processor. The initial purchase of the Adaptor is \$31,850 plus \$732 annually for maintenance.

It appearing to the Board that the request for exemption, as it appears in the order, is based upon the fact that the Amdahl Corp. provides the only equipment that will function with the County's Amdahl Front End Processor.

It appearing to the Board that this exemption request is in accord with the requirements of ORS 279.015 and PCRB Rule AR 10.100; now therefore,

**IT IS ORDERED** that the purchase of the Token Ring Adaptor be exempted from the requirement of formal competitive bid process.

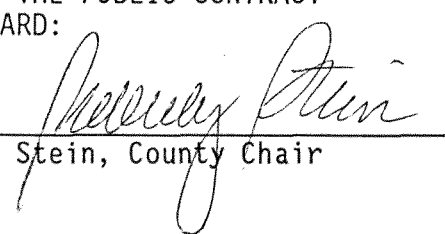
Dated this 9th day of November, 1993.

REVIEWED



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT  
REVIEW BOARD:

By

  
Beverly Stein, County Chair

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By

  
Assistant County Counsel