

ANNOTATED MINUTES

Tuesday, October 27, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602

PLANNING ITEMS

Chair Gladys McCoy convened the meeting at 9:35 a.m., with Vice-Chair Sharron Kelley, Commissioners Pauline Anderson, Rick Bauman and Gary Hansen present.

- P-1 SEC 6-91a
 HDP 4-91a Commissioner Pauline Anderson's Request for Rehearing in the Matter of the October 13, 1992 Board of Commissioners Continued Review, Resulting in a 2-2 Vote, of the June 16, 1992 Hearings Officer Decision Denying a Request to Amend SEC 6-91a and HDP 4-91a, and Permit a Culvert/Fill Driveway Crossing Over a Tributary of Balch Creek, on Property Located at 6125 NW THOMPSON ROAD.

STAFF REPORT, PRESENTATION AND RESPONSE TO BOARD QUESTIONS FROM SCOTT PEMBLE, PETER LIVINGSTON AND MARK HESS. TESTIMONY IN SUPPORT OF A REHEARING FROM MICHAEL ROBINSON, JOHN SHERMAN AND AL BURNS. TESTIMONY IN OPPOSITION TO A REHEARING FROM ARNOLD ROCHLIN. DISCUSSION CONCERNING POSSIBLE DATES, WITH CHAIR MCCOY ADVISING SHE MAY NOT BE AVAILABLE NOVEMBER 10TH. UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER HANSEN, THE BOARD UNANIMOUSLY APPROVED A REHEARING AT 10:45 AM ON TUESDAY, NOVEMBER 10, 1992, ON THE RECORD, WITH TESTIMONY LIMITED TO 15 MINUTES PER SIDE.

- P-2 CU 19-92 Board Review and Affirmation of the October 5, 1992 Hearings Officer Decision to Approve, Subject to Conditions, Development of a 6.5 Acre Lot of Record with a Non-Resource Related Single Family Dwelling in the Multiple Use Forest District, for Property Located at 17300 NW SKYLINE BOULEVARD.

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER ANDERSON, THE HEARINGS OFFICER DECISION (P-2) WAS UNANIMOUSLY AFFIRMED.

- P-3 CU 11-92 Hearing After Adjournment and Request to Permit Additional Evidence on Conditions 5 and 6, in the Matter of the July 6, 1992 Hearings Officer Decision to Approve, Subject to Conditions, a Non-Resource Related Residence on a 7.8 Acre Lot of Record in the Multiple Use Forest District, for Property Located at 43640 EAST LARCH MOUNTAIN ROAD.

STAFF PRESENTATION AND RESPONSE TO BOARD QUESTIONS FROM PETER LIVINGSTON AND SCOTT PEMBLE. COMMISSIONER BAUMAN MOVED, SECONDED BY COMMISSIONER KELLEY, TO REHEAR CU 11-92. FOLLOWING DISCUSSION WITH COUNTY COUNSEL, APPLICANTS' ATTORNEY MICHAEL ROBINSON AND

NEIGHBORING PROPERTY OWNER DONALD HORN ADVISED THEY HAD NO OBJECTIONS TO A REHEARING. FOLLOWING DISCUSSION REGARDING REHEARING DATES, COMMISSIONER BAUMAN MOVED, SECONDED BY COMMISSIONER ANDERSON, TO AMEND HIS MOTION TO CALL FOR A REHEARING TO BE HELD ON NOVEMBER 10, ON THE RECORD, PLUS ADDITIONAL EVIDENCE, WITH TESTIMONY LIMITED TO 15 MINUTES PER SIDE. THE PARTIES DISCUSSED AND CONSENTED TO PARTICIPATE IN A REHEARING TODAY. CHAIR McCOY ADVISED SHE WOULD NOT BE VOTING AS SHE WAS NOT PRESENT AT THE PRIOR HEARINGS. THE MOTION AS AMENDED WAS DENIED, WITH COMMISSIONER KELLEY VOTING AYE, COMMISSIONERS ANDERSON, BAUMAN AND HANSEN VOTING NO AND COMMISSIONER McCOY ABSTAINING. UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER ANDERSON, A REHEARING TODAY, ON THE RECORD WITH ADDITIONAL EVIDENCE AND TESTIMONY LIMITED TO 10 MINUTES PER SIDE, WAS APPROVED, WITH COMMISSIONERS ANDERSON, BAUMAN, KELLEY AND HANSEN VOTING AYE AND COMMISSIONER McCOY ABSTAINING.

PRIOR TO COMMENCEMENT OF THE HEARING, COMMISSIONER BAUMAN DISCLOSED HIS EX PARTE CONTACT AND INVESTIGATION. BOB HALL REVIEWED THE CASE HISTORY. THE BOARD HEARD TESTIMONY FROM MICHAEL ROBINSON AND DONALD HORN. FOLLOWING BOARD DELIBERATION AND COMMENTS, COMMISSIONER BAUMAN MOVED, SECONDED BY COMMISSIONER KELLEY, TO AMEND THE HEARINGS OFFICER DECISION BY DELETING CONDITION 5 AND AMENDING CONDITION 6, REQUIRING A 100 FOOT SETBACK ON APPLICANTS' WESTERLY PROPERTY LINE AND A 70 FOOT SETBACK ON THE EASTERLY PROPERTY LINE. THE MOTION WAS APPROVED, WITH COMMISSIONERS BAUMAN, KELLEY AND HANSEN VOTING AYE, COMMISSIONER ANDERSON VOTING NO AND COMMISSIONER McCOY ABSTAINING. THE BOARD SUGGESTED THAT COUNTY COUNSEL AND PLANNING STAFF DEVELOP CODE AMENDMENTS TO CLARIFY TIE VOTES AND RELATED ISSUES.

There being no further business, this portion of the meeting was adjourned at 11:00 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

By Deborah C. Boast

Tuesday, October 27, 1992 - 11:00 AM
Multnomah County Courthouse, Room 602

BOARD BRIEFING

- B-1 Metro Staff Review and Request for Board Comment in the Matter of Three Growth Alternatives for the Portland Metropolitan Area, Developed as Part of the Region 2040 Project. Presented by R. Scott Pemble and Stuart Todd.

DISCUSSION AND RESPONSE TO BOARD COMMENTS WITH COUNTY PLANNING DIRECTOR SCOTT PEMBLE AND METRO PLANNING DIRECTOR ANDY COTUGNO. BOARD BRIEFING WITHIN A MONTH TO DISCUSS ISSUES PRIOR TO SUBMITTING COUNTY RECOMMENDATIONS TO METRO POLICY ADVISORY BOARDS.

Tuesday, October 27, 1992 - 11:29 AM
Multnomah County Courthouse, Room 602

AGENDA REVIEW

- B-2 Review of Agenda for Regular Meeting of October 29, 1992.

Thursday, October 29, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602

REGULAR MEETING

Chair Gladys McCoy convened the meeting at 9:30 a.m., with Vice-Chair Sharron Kelley, Commissioners Pauline Anderson and Gary Hansen present.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-6) WAS UNANIMOUSLY APPROVED.

JUSTICE SERVICES
SHERIFF'S OFFICE

- C-1 Ratification of Intergovernmental Agreement Contract #800473, Between Multnomah County and the Regional Organized Crime and Narcotics (ROC/N) Task Force, Providing Word Processing Support for the Period July 1, 1992 through June 30, 1993

NON-DEPARTMENTAL

- C-2 In the Matter of the Appointment of Matthew Owen Ryan to the MULTNOMAH COUNTY DEFERRED COMPENSATION COMMITTEE
- C-3 In the Matter of the Appointment of Jorge E. Espinosa to the MULTNOMAH COUNTY CHILDREN AND YOUTH SERVICES COMMISSION

LIBRARY SERVICES

- C-4 Ratification of Intergovernmental Agreement Contract #600023, Between the Metropolitan Service District and Multnomah County, Providing a \$3,795 Grant for the Purchase

of Books and Materials for a Local Information Center/Collection at the St. Johns Branch of the Multnomah County Library, for the Period July 1, 1992 through June 30, 1993

DEPARTMENT OF HEALTH

- C-5 Ratification of Grant Revision #2 to Intergovernmental Agreement Contract #200883, Between Multnomah County and the Oregon Health Division, Reflecting a \$107,156 Decrease in Program Funding, for the Period July 1, 1992 through June 30, 1993
- C-6 Ratification of Intergovernmental Agreement Contract #201153, Between Multnomah County and the Oregon Health Sciences University, Providing Obstetrical and Gynecological Consultation for County Patients, for the Period November 1, 1992 through October 31, 1993

REGULAR AGENDA

NON-DEPARTMENTAL

MANAGEMENT SUPPORT

- R-1 Ratification of an Agreement Between Multnomah County and the International Brotherhood of Electrical Workers (IBEW) Local 48, AFL-CIO, for the Period July 1, 1992 through June 30, 1995

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

Commissioner Rick Bauman arrived at 9:31 a.m.

- R-2 First Reading of an ORDINANCE Amending Ordinance No. 733, in Order to Revise, Add and Delete Exempt Salary Ranges

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. HEARING HELD, NO TESTIMONY OFFERED. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, FIRST READING UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR THURSDAY, NOVEMBER 5, 1992.

- R-3 RESOLUTION in the Matter of Reaffirming Multnomah County's Commitment to Preventing and Remedying Discrimination; Supporting the Civil Rights of All Citizens; and Opposing Ballot Measure 9

ROBERTO REYES COLON, FIELD COORDINATOR FOR THE NO ON 9 CAMPAIGN, READ RESOLUTION. KATHLEEN SAADAT, GINNIE COOPER AND PATRICK BRUN TESTIFIED IN SUPPORT. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER ANDERSON, RESOLUTION 92-187 WAS UNANIMOUSLY APPROVED.

- R-4 RESOLUTION in the Matter of Referring Ordinance No. 731 to the Voters [Multnomah County Public Library Utility Excise Tax Ordinance]

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER ANDERSON, RESOLUTION 92-188 WAS UNANIMOUSLY APPROVED.

- R-5 Second Reading and Possible Adoption of an ORDINANCE Regulating Sales of Tax Foreclosed Properties

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. HEARING HELD, NO TESTIMONY OFFERED. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, ORDINANCE NO. 735 WAS UNANIMOUSLY APPROVED.

- R-6 First Reading of an ORDINANCE Amending Ordinance No. 693 Relating to the Creation of the Multnomah County Peace Task Force and the Thousand Cranes Peace Award

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. HEARING HELD, NO TESTIMONY OFFERED. UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER HANSEN, FIRST READING UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR THURSDAY, NOVEMBER 5, 1992.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-7 PUBLIC HEARING and Board Consideration of an ORDER in the Matter of Offering to Surrender Jurisdiction to the City of Maywood Park All County Roads Within the City of Maywood Park

- R-8 Ratification of Intergovernmental Agreement Contract #300583, Between Multnomah County and the City of Maywood, Authorizing County Provision of Maintenance and Engineering Functions and Bike Path Street Lights on Certain Roads Within the City of Maywood

NO TESTIMONY OFFERED. UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER HANSEN, ORDER 92-189 (R-7) AND R-8 WERE UNANIMOUSLY APPROVED.

- R-9 Budget Modification DES #9 Requesting Authorization to Transfer \$16,000 from Justice Center Utilities to Justice Center Repair and Maintenance for Justice Center Water Valve Installation

UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, R-9 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

- R-10 Budget Modification MCHD #8 Requesting Authorization to Increase Appropriations Within the Primary Care Division

Budget to Reflect Receipt of a \$300,000 Grant from the Public Health Service for Health Care for Children at Risk of Homelessness

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER BAUMAN, R-10 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF SOCIAL SERVICES

R-11 Budget Modification DSS #26 Requesting Authorization to Add \$320,734 Title XIX Revenue to the Juvenile Justice Division and \$90,721 Title XIX Revenue to the Mental Health Youth and Family Services Division Budgets

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER ANDERSON, R-11 WAS UNANIMOUSLY APPROVED.

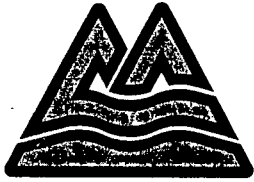
PUBLIC COMMENT

R-12 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 9:50 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

By Rebecca C. Bogstad



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

OCTOBER 26 - 30, 1992

Tuesday, October 27, 1992 - 9:30 AM - Planning Items. . . .Page 2
Tuesday, October 27, 1992 - 10:00 AM - Board BriefingPage 2
Tuesday, October 27, 1992 - 10:45 AM - Agenda Review. . . .Page 2
Thursday, October 29, 1992 - 9:30 AM - Regular Meeting. . . .Page 3

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

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

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

Tuesday, October 27, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

PLANNING ITEMS

- P-1 SEC 6-91a
HDP 4-91a Commissioner Pauline Anderson's Request for Rehearing in the Matter of the October 13, 1992 Board of Commissioners Continued Review, Resulting in a 2-2 Vote, of the June 16, 1992 Hearings Officer Decision Denying a Request to Amend SEC 6-91a and HDP 4-91a, and Permit a Culvert/Fill Driveway Crossing Over a Tributary of Balch Creek, on Property Located at 6125 NW THOMPSON ROAD.
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-

Tuesday, October 27, 1992 - 10:35 AM

Multnomah County Courthouse, Room 602

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-

Thursday, October 29, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-1 Ratification of Intergovernmental Agreement Contract #800473, Between Multnomah County and the Regional Organized Crime and Narcotics (ROCN) Task Force, Providing Word Processing Support for the Period July 1, 1992 through June 30, 1993

NON-DEPARTMENTAL

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DEPARTMENT OF HEALTH

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PUBLIC COMMENT

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

800473

Meeting Date: OCT 29 1992

Agenda No.: C-1

(Above space for Clerk's Office Use)

ORIGINAL

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of the IGA Between the Regional Organized
Crime and Narcotics Task Force (ROCN) and Mult. Co. Sheriff's Office
AGENDA REVIEW/
BOARD BRIEFING _____ REGULAR MEETING October 22, 1992
(date) (date)

DEPARTMENT Sheriff's Office DIVISION Services

CONTACT Larry Aab, Sheriff's Exec. Asst. TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Bob Skipper, Sheriff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 - 10 Minutes

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

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

The Ratification of the Intergovernmental Agreement between the Regional
Organized Crime and Narcotics Task Force (ROCN) and Multnomah County
Sheriff's Office. The Sheriff's Office will Provide word processing support
for ROCN.
11/2/92 ORIGINALS TO LARRY AAB

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Bob Skipper Jr.
(Sheriff)
Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

1
BOARD OF
COUNTY COMMISSIONERS
1992 OCT 21 PM 1:56
MULTNOMAH COUNTY
OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800473

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000 <div style="font-size: 2em; transform: rotate(-15deg); opacity: 0.5; position: absolute; top: 50px; left: 100px;">ORIGINAL</div>	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-1</u> DATE <u>10/29/92</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Sheriff's Office Division Services Date 9-22-92Contract Originator Kathy Walliker Phone 251-2416 Bldg/Room 313/126Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/225Description of Contract Provide word processing support for the Regional Organized Crime and Narcotics Task Force (ROCN).

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name ROCNMailing Address 2115 SE Morrison, Room 225
Portland, OR 97214Phone 248-3289

Employer ID # or SS # _____

Effective Date July 1, 1992Termination Date June 30, 1993Original Contract Amount \$ 6,660.00

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

☒ Lump Sum \$ 6,660.00 ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director _____
(Class II Contracts Only)County Counsel Sandra Duffy

County Chair/Sheriff _____

Contract Administration _____
(Class I, Class II contracts only)Encumber: Yes ☐ No ☐

Date _____

Date _____

Date 10-20-92

Date _____

Date _____

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	100	025	3122			2014						
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

GREEN - FINANCE

421/1st Flr

106/1430

ORIGINAL

**SHERIFF'S OFFICE
PERSONAL SERVICES CONTRACT**

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through the SHERIFF'S OFFICE, hereafter called SHERIFF'S OFFICE, and Regional Organized Crime and Narcotics (ROC�) task force, hereafter called CONTRACTOR.

THE PARTIES AGREE:

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

As described in Exhibit "A".

2. COMPENSATION.

Payment not to exceed \$6,660.00.

3. TERM. The CONTRACTOR's services will begin on July 1, 1992 and terminate when completed, but no later than June 30, 1993.

4. CONTRACT DOCUMENTS. This Contract consists of this contract document and Exhibit A.

DATED this 22nd day of September, 1992.

MULTNOMAH COUNTY
SHERIFF'S OFFICE

REGIONAL ORGANIZED CRIME AND NARCOTICS
(ROC�) Task Force

By _____
BOB SKIPPER, Sheriff

By _____
CHARLES FESSLER, Director

Date _____

Date _____

Contractor's ID No. _____

REVIEWED:
Laurence Kressel, County Counsel
for MULTNOMAH COUNTY, OREGON

By Sandra Duffy

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 10/29/92
DEB BOGSTAD
BOARD CLERK

Contract No.: 800473

Contractor: REGIONAL ORGANIZED CRIME AND NARCOTICS (ROCN) task force

EXHIBIT A

The Office Automation Unit of the Multnomah County Sheriff's Office agrees to provide word processing services to the Regional Organized Crime and Narcotics (ROCN) task force. The following is the list of services:

1. Word processing support will include typing of investigative reports, affidavits, and transcripts of interviews, telephone recordings, and body wire recordings.
2. ROCN personnel may use the Sony centralized dictation system, or forward pre-recorded tapes or handwritten material.
3. ROCN personnel will allow a minimum of three working days for completion of assignments. (This unit is closed on weekends and holidays.)
4. Any assignments to be completed in less than three working days must be approved by the Office Automation Unit manager.
5. Revisions to previously typed documents will be completed on a priority basis.
6. The Office Automation manager will keep ROCN personnel informed of any problems effecting the timely completion of assignments.
7. No overtime expenditures will be made out of Sheriff's Office funds for ROCN assignments.
8. Completed assignments will be available in the pickup box in the Office Automation Unit for ROCN personnel.

Contract No. 800473

CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS

I, the undersigned, hereby swear or affirm under penalty of perjury:

(Check one)

_____ that I am, to the best of my knowledge, not in violation of any Oregon tax laws.

_____ that I am authorized to act in behalf of _____; that I have authority and knowledge regarding the payment of taxes, and that _____ is, to the best of my knowledge, not in violation of any Oregon tax laws.

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

REGIONAL ORGANIZED CRIME AND NARCOTICS
(ROCN) Task Force

By _____
Title _____

Contractor's ID No. _____

Dated _____

Meeting Date: OCT 29 1992

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: APPOINTMENTS

BCC Informal _____ BCC Formal October 29, 1992
(date) (date)

DEPARTMENT Non-departmental DIVISION Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Consent Calendar

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

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

Appointment to:

The Deferred Compensation Committee

Matthew Owen Ryan, new appointment representing Legal Counsel

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCoy
Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 OCT 22 AM 11:53
MULTNOMAH COUNTY
OREGON

MATTHEW O. RYAN

(503) 248-3138 (work)

ADMITTED

Oregon State Bar, 1986
United States District Court for the State of Oregon, 1986

EDUCATION

LEGAL: Northwestern School of Law of Lewis & Clark College, Portland, Oregon J.D., May 1986
• Participant, Moot Court Oral Argument

COLLEGE: Portland State University, Portland, Oregon
B.S.-Administration of Justice, December 1980

ACTIVITIES: Various part-time jobs through undergraduate work-study program and full-time employment while in law school

EXPERIENCE

Multnomah County Counsel, Portland, Oregon

Assistant County Counsel I, July 1989-present

- Advisory Counsel to Community Development Program and Animal Control Division
- Provide general counsel to Board of County Commissioners and other county agencies
- Represent county in State, Federal and Bankruptcy courts
- Assist colleagues in litigation and other projects

Law Clerk, December 1986-June 1989

- Responsibilities and duties well beyond typical clerk, including successfully arguing two cases before the State Court of Appeals

Multnomah Defenders Incorporated, Portland, Oregon

Certified Law Clerk, January 1985-May 1986

- Represented indigent criminal defendants throughout the judicial process.
- Assisted in orientation and training of new attorneys

Clerk/Trial Assistant, July 1981-December 1984

PERSONAL

Activities include running, bicycling, weight lifting, basketball, cross-country skiing, backpacking and racquetball

REFERENCES

Laurence Kressel, County Counsel
Multnomah County Counsel
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

Edward J. Jones, Director
Multnomah Defenders Incorporated
522 S.W. Fifth Avenue, Suite 1500
Portland, Oregon 97204
(503) 226-3083

John L. DuBay
Chief Assistant County Counsel
Multnomah County Counsel
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

James D. Lang
Ransom, Blackman & Weil
900 American Bank Building
621 S.W. Morrison Street
Portland, Oregon 97205
(503) 228-0487



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

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)

The Deferred Compensation Committee

- B. Name Matthew Owen Ryan

Address I can be contacted through my employer. See below.

City _____ State _____ Zip _____

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

Home Phone _____

- C. Current Employer Multnomah County

Address 1120 S.W. Fifth Avenue, Suite 1530

City Portland State Oregon Zip 97204

Your Job Title Assistant County Counsel

Work Phone 248-3138 (Ext) _____

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

- D. Previous Employers _____ Dates _____ Job Title _____

See Resume

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

PORTLAND, OREGON 97204

(503) 248-3308

CONTACT:

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

Name of Organization	Dates	Responsibilities

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
See Resume		

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.

See Resume

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

None, my appointment to the Deferred Compensation Committee is a job responsibility.

I. Affirmative Action Information

Male/Irish
sex / racial ethnic background

birth date: Month 03 Day 29 Year 58

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

Matthew O. Ryan

Date

10/13/92 MOR
~~7/31/92~~

Meeting Date: OCT 29 1992

Agenda No.: C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: APPOINTMENTS

BCC Informal _____ BCC Formal October 29, 1992
(date) (date)

DEPARTMENT Non-departmental DIVISION Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Consent Calendar

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

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

Appointment to:

Children and Youth Services Commission

Jorge E. Espinosa, new appointment, term ends November 1996.

(If space is inadequate, please use other side)

SIGNATURES:

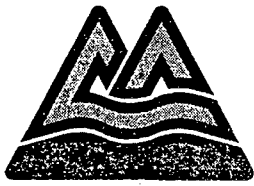
ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 OCT 22 PM 11:53
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
YOUTH PROGRAM OFFICE
426 S.W. STARK ST., SIXTH FLOOR
PORTLAND, OREGON 97204
(503) 248-3565
FAX NUMBER 248-3379

CHILDREN AND
YOUTH SERVICES
COMMISSION

MEMORANDUM

TO: Kathy Millard, Chair's Office
FROM: *Michael Morrissey*
Michael Morrissey, Youth Program Office
SUBJECT: Recommendation to Fill Children and Youth Services Commission Vacancy
DATE: October 16, 1992

Kathy, the CCYSC unanimously recommends Jorge Espinosa to the Board of County Commissioners for appointment to a vacant lay position on the Commission. His interest form is attached. He has already attended one meeting. I hope you can expedite his appointment.

I did talk with Clara Padilla Andrews regarding her reach and expertise in the Hispanic community(ies) and I think we'll do fine in the future.



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

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 County Community Children and Youth Services Commission

B. Name Jorge E. Espinosa

Address 14325 S. W. 80th Pl.

City Tigard State Oregon Zip 97224

Do you live in No unincorporated Multnomah County or No a city within Multnomah County.

Home Phone (503) 598-9323

C. Current Employer Portland Community College

Address P.O. Box 19000

City Portland State Oregon Zip 97219-0990

Your Job Title Director of Affirmative Action

Work Phone 244-6111 (Ext) 4785, 4371, 4955

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

D. Previous Employers

Dates

Job Title

Oregon State University

1987-1989

Instructor

Willamette University

1983-1987

Director, Intercultural Affairs

Pilot Personnel International

1981-1982

Marketing, Latin Am. Division

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

Name of Organization	Dates	Responsibilities
M.Y.C.A.P.	1990 - Present	Advisory Board
Hispanics in Unity	1991 - Present	Board Member

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Lewis and Clark College	1975-1979	B.A. / Theory and Composition
Oregon State University	1979-1982	M.A. / Intercultural Comm.
Oregon State University	1987-1989	"A.B.D." / Adult Cross Cultural Ed. (Ph.D. in Adult Education)

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.

Daniel F. Moriarty, President, P.C.C. P.O. Box 17000, Portland, OR 97219
 E. Samuel Pierce, Executive Director, MUQAP. P.O. Box 17332 Portland, OR 97217

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

I. Affirmative Action Information

Male / Hispanic

sex / racial ethnic background

birth date: Month Oct. Day 7 Year 92

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

Oct. 7, 1992

Meeting Date: OCT 29 1992

Agenda No.: C-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Grant Contract with Metropolitan Service District

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

DEPARTMENT Library DIVISION Administration

CONTACT Wes Stevens TELEPHONE x5432

PERSON(S) MAKING PRESENTATION Ginnie Cooper

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____ Consent Calendar

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

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

This is a grant from Metro for the purchase of books and materials for a local information center/collection at the St. Johns Branch of the Multnomah County Library. The books and materials collected will relate to the Peninsula area and local surrounding environment. This collection center will help meet the unique information needs of residents in the North Portland community.

11/2/92 originals to Wes Stevens

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Ginnie Cooper

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 OCT 21 PM 3:39
MULTNOMAH COUNTY
OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 600023

Amendment #

CLASS I <input type="checkbox"/> Professional Services under \$10,000	CLASS II <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-4 DATE 10/29/92 DEB BOGSTAD BOARD CLERK
---	---	---

Contact Person Wes Stevens Phone 5432 Date 10-8-92Department Library Division Administration Bldg/Room 317Description of Contract Grant from Metro for the purchase of books and materials for a local information center/collection at the St. Johns Branch of the Multnomah County Library.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Metropolitan Service DistrictMailing Address 2000 SW 1st Ave
Portland, OR 97201-5398Phone 221-1646Employer ID # or SS # 93-0636311Effective Date July 1, 1992Termination Date June 30, 1993Original Contract Amount \$ 3,795.00

Amount of Amendment \$ _____

Total Amount of Agreement \$ 3,795.00Payment Term GRANT☐ Lump Sum \$ _____☐ Monthly \$ _____☐ Other \$ _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager [Signature]Date 10-9-92Purchasing Director
(Class II Contracts Only)

Date _____

County Counsel Peter HurstDate 10-19-92County Chair/Sheriff [Signature]Date 10/29/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	162	080	8575			6700						
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

ENHANCEMENT FUND GRANT CONTRACT

NORTH PORTLAND REHABILITATION AND ENHANCEMENT FUND

THIS Contract is entered into between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, whose address is 2000 SW. First Avenue, Portland, Oregon 97201-5398, hereinafter referred to as "Metro," and MULTNOMAH COUNTY LIBRARY, (St. Johns Branch Library) whose address is 7510 N. Charleston, Portland, Oregon 97203-3709 hereinafter referred to as the "Contractor."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

SCOPE OF WORK

Contractor shall perform the work and/or deliver to Metro the goods described in the Scope of Work attached hereto as Attachment A.

ARTICLE II

TERM OF CONTRACT

The term of this Contract shall be for the period commencing July 1, 1992 through and including June 30, 1993.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

Metro shall compensate the Contractor for work performed and/or goods supplied as described in Attachment A. Metro shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment A.

ARTICLE IV
LIABILITY AND INDEMNITY

Contractor is an independent contractor and assumes full responsibility for the content of its work and performance of Contractor's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify and hold harmless Metro, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. Contractor is solely responsible for paying Contractor's subcontractors. Nothing in this Contract shall create any contractual relationship between any subcontractor and Metro.

ARTICLE V
TERMINATION

Metro may terminate this Contract upon giving Contractor seven (7) days written notice. In the event of termination, Contractor shall be entitled to payment for work performed to the date of termination. Metro shall not be liable for indirect or consequential damages. Termination by Metro will not waive any claim or remedies it may have against Contractor.

ARTICLE VI
PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. ORS Chapter 279 states, in part, that 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 to all their subject workers. Specifically, it is a condition of this contract that

Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws chapter 684.

ARTICLE VII

ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE VIII

QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality.

All workers and subcontractors shall be skilled in their trades. Contractor guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by Metro, whichever is later. All guarantees and warranties of goods furnished to Contractor or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of Metro.

ARTICLE IX

OWNERSHIP OF DOCUMENTS

All books and materials purchased by Contractor shall become the property of Contractor.

ARTICLE X

RIGHT TO WITHHOLD PAYMENTS

Metro shall have the right to withhold from payments due Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result

from Contractor's performance or failure to perform under this agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if Contractor has, in Metro's opinion, violated that provision, Metro shall have the right to withhold from payments due Contractor such sums as shall satisfy that provision. All sums withheld by Metro under this Article shall become the property of Metro and Contractor shall have no right to such sums to the extent that Contractor has breached this Contract.

ARTICLE XI

SAFETY

If services of any nature are to be performed pursuant to this agreement, Contractor shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XII

INTEGRATION OF CONTRACT DOCUMENTS

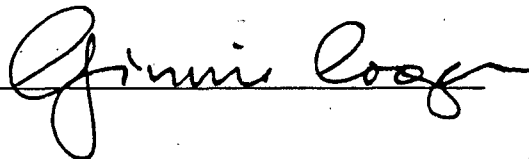
All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between Metro and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both Metro and Contractor. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XIII

ASSIGNMENT

Contractor shall not assign any rights or obligations under or arising from this Contract without prior written consent from Metro.

MULTNOMAH COUNTY LIBRARY
(St. Johns Branch)

By: 

Title: Director of Libraries

Date: October 9, 1992

KD:clk
s:\dowd\mpec\librcoll.cnt
July 22, 1992

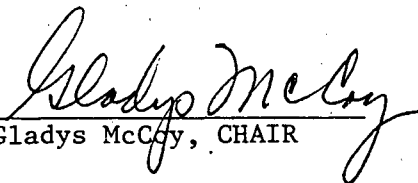
METROPOLITAN SERVICE DISTRICT

By: _____

Title: _____


Date: _____

MULTNOMAH COUNTY

By: 
Gladys McCoy, CHAIR

REVIEWED:

Laurence Kressel, County Counsel
For Multnomah County Oregon

By: 
Assistant County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 10/29/92
DEB BOGSTAD
BOARD CLERK

NORTH PORTLAND ENHANCEMENT COMMITTEE GRANT

PROJECT TITLE: LOCAL INFORMATION CENTER/COLLECTION

CONTRACT: MULTNOMAH COUNTY LIBRARY
ST. JOHNS BRANCH LIBRARY
7510 N. CHARLESTON
PORTLAND, OR 97203-3709

PROJECT COORDINATOR: CINDY REID

CONTRACT TERM: JULY 1, 1992 THROUGH JUNE 30, 1993

AMOUNT: \$3,795

SCOPE OF WORK

The contractor will purchase books and materials for a local information center/collection at the St. Johns Branch of the Multnomah County Library. The books and materials collected will relate to the Peninsula area and local surrounding environment. This collection center will help meet the unique information needs of residents in the North Portland community.

1. The Contractor will purchase books and materials for the local information center/collection..
2. The Contractor will list out titles and costs of purchased books and materials from NPEC grant money.
3. The Contractor will track number of times items are circulated.

Approved costs may be incurred for the purchases of those books and materials collected for the local information center/collection.

PAYMENT: Payment shall be on an as billed basis for a total not to exceed THREE THOUSAND SEVEN HUNDRED AND NINETY-FIVE AND NO/100 DOLLARS (\$3,795).

Appropriate documentation such as invoices or receipts shall be submitted to Metro by the Contractor prior to payment.

PROGRAM EVALUATION: Contractor shall submit a program evaluation covering the following information:

1. Bibliography and price list of holdings to evidence that items were indeed purchased
2. Track items for usage.
3. Track number of times per week the reference staff refer patrons to local information center/collection to meet their needs.
4. Revisit initial community contact to assess project as it relates to increased awareness of employment/economic opportunities for North Portland residents; increased awareness and enjoyment of existing wildlife and marine areas of North Portland, and augmentation of the educational and training materials for youth in career and education planning..

KD:clk
s:\dowd\rspec\librocollsow

OCT 29 1992

Meeting Date: _____

Agenda Number: C-5

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of Revision #2 of Oregon Health Division grant

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

Department: Health Division: _____

Contact: Tom Fronk Telephone: x4274

Person(s) Making Presentation: Tom Fronk

Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

Check if you require official written notice of action taken: ☒

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

Board ratification of Revision #2 of the Oregon Health Division grant award. The revision represents an \$107,156 decrease in funds awarded to the County for various programs.

11/2/92 ORIGINALS to Herman Beane

BOARD OF
COUNTY COMMISSIONERS
1992 OCT 15 AM 11:42
MULTNOMAH COUNTY
OREGON

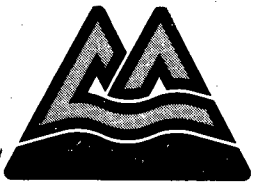
Signatures

Elected Official _____

OR

Department Director Billi Odegaard

(All accompanying documents must have required signatures!)



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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Bill Odegaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department *Tom*

DATE: October 6, 1992

SUBJECT: FY 93 Budget Revision #2 for Grant with the Oregon Health Division

Retroactive: The changes included in revision #2 of the Oregon Health Division grant initiated by the state are effective upon the Board's ratification of the revision. The County received the revision in October, 1992, but the state requires that any changes reflect the entire grant period July 1, 1992, to and including June 30, 1993.

Recommendation: The Health Department recommends County Chair approval and Board ratification of the attached revision #2 to the Oregon Health Division grant to Multnomah County for FY 92/93.

Analysis: The revision provides for revenue adjustments:

Family Planning	\$(9,792)
Central Drug Purchasing	6,000
WIC	172,008
Breast-feeding Promotion	12,730
AIDS-Minority Outreach	6,252
TB Outreach	1,040
Refugee Screening	(359,337)
HIV Care Consortia	15,499
Seropositive Wellness	44,000
	<u>\$(107,156)</u>

Background: The Oregon Health Division grant is subject to revisions during the course of the year. Changes initiated by the state reflect changes in the projections of the level of federal funding received by the state.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200883Amendment # 2

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement REVENUE APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-5</u> DATE <u>10/29/92</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	---	--

Department Health Division _____ Date _____Contract Originator Brame Phone x2670 Bldg/Room 160/2Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract FY 93 grant revision #2 reflecting a decrease in program funding.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Health DivisionMailing Address 800 N.E. Oregon St. #21
Portland, Oregon 97232Phone 731-4029Employer ID# or SS# N/AEffective Date July 1, 1992Termination Date June 30, 1993

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ (107,156)Total Amount of Agreement \$ 4,308,710Amendment # 1 (\$83,380)Remittance Address _____
(If Different) _____

Payment Schedule

Terms

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

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager Belli OdegardPurchasing Director _____
(Class II Contracts Only)County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration _____
(Class I, Class II Contracts Only)Encumber: Yes ☐ No ☐Date 10/8/92

Date _____

Date 10-14-92Date 10/29/92

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0600							(\$107,156)	
02.											
03.											

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

State of Oregon
OREGON HEALTH DIVISION
Department of Human Resources
NOTICE OF GRANT AWARD

1) Grantee	2) Issue Date	This Action
Name: Multnomah Co. Community Health	9/21/92	REVISION #2
Street 426 S. W. Stark St.-7th Floor		
City: Portland	3) Award Period	
State: OR Zip Code: 97204	From 07/01/92 Through 06/30/93	

4) OSHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
State Support for Public Health		360,000	0	360,000
Family Planning		299,488	(9,792)	289,696 (d) (e)
Central Drug Purchasing		436,536	6,000	442,536 (f)
MCH		328,257	0	328,257 (a)
Perinatal		88,859	0	88,859 (a) (b)
Babies First		69,948	0	69,948 (a) (c)
WIC		1,093,422	172,008	1,265,430
Breastfeeding Promotion		0	12,730	12,730
WATER		5,613	0	5,613
TB-Case Management		43,648	0	43,648
STD/VD		139,531	0	139,531
AIDS - Minority Outreach		91,100	6,252	97,352

5) Remarks:

The amounts cited in item 4 of this award are provisional and are subject to adjustments when the FFY93 appropriation is enacted and Oregon receives its allocation. Any adjustment to these amounts will be reflected in subsequent grant awards.

(a) Combined MCH / Perinatal / Babies First is \$	487,064		
(b) Perinatal must be at least \$88,859		(f) ADMIN	78,975
including perinatal outreach of \$10,528		DRUG RES	20,000
(c) Babies First! must be at least \$63,836			
(d) Includes community education/outreach of \$13,487		TOTAL	98,975
and new teen/high risk services of \$26,975			
(e) Does not include Drug Account of \$57,435			

6) Capital Outlay Requested in This Action

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$1,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV.

OREGON HEALTH DIVISION

The following is a list of the titles of assurances with which grantees must agree to comply if they accept state and federal funds administered by the Oregon Health Division. The detailed assurances are located under these titles in the Resource Manual for Grant Programs provided to each grantee. The Common Program Assurances and Fiscal Assurances are required for all programs; the Program-Specific Assurances are required for individual grant programs. Your signature on this document is evidence that you have read and agreed to comply with the required assurances.

ASSURANCES

Common Program Assurances

Fiscal Assurances

Program Specific Assurances

AIDS Minority Outreach
"Babies First!"
Drinking Water Program
Family Planning Program
HIV/AIDS Prevention Block Grant
HIV Care Consortia
HIV Family Seroprevalence Survey
HIV Seropositive Wellness Program
HIV Surveillance Activities in Multnomah County
Immigration
Immunization
Maternal and Child Health/Prenatal
Refugee Health Program
Rural Minority Prenatal Project
School-Based Health Clinics
SIDS Program
STD Control Program
STD Jackson County Assurances
STD Multnomah County Assurances
State Support for Public Health
TB General Case Management and Epidemiology
TB Outreach
WIC Program

The undersigned agrees to comply with the above assurances which are in effect during the time of the grant period.

TO BE COMPLETED BY THE HEALTH DIVISION:

Approved by:

Manager, Community Services

Manager, Fiscal Services

Administrator, Health Division

Date _____

7/2/93

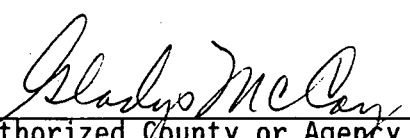
**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # C-5 DATE 10/29/92
DEB BOGSTAD
BOARD CLERK

TO BE COMPLETED BY THE GRANTEE:

Approved by:


MULTNOMAH COUNTY
Local Agency Name

By:



Authorized County or Agency Officer
and Title Gladys McCoy, County Chair

Date _____

REVIEWED:
LAURENCE KRESSEL, County Counsel for
Multnomah County, Oregon
By: 

Date: _____

10-14-92

State of Oregon
OREGON HEALTH DIVISION
Department of Human Resources
NOTICE OF GRANT AWARD

1) Grantee

Name: Multnomah Co. Community Health

Street 426 S. W. Stark St.-7th Floor

City: Portland

State: OR Zip Code: 97204

2) Issue Date

9/21/92

This Action

REVISION
#2

3) Award Period

From 07/01/92 Through 06/30/93

4) OSHD Funds Approved

Program
Manager
ApprovalPrevious
AwardIncrease/
(Decrease)New
Grant
Award

AIDS Surveillance

54,090

0

54,090

Seroprevalance

71,403

0

71,403

TB Outreach

63,465

1,040

64,505

Refugee Screening

479,122

(359,337)

119,785

Refugee TB

38,571

4,444

43,015

Perinatal Substance Abuse

253,551

0

253,551

HIV Care Consortia

108,998

15,499

124,497

School Based Clinic

51,000

0

51,000

HIV Prevention Block Grant Program

284,164

0

284,164

Seropositive Wellness

55,100

44,000

99,100

TOTAL

4,415,866

(107,156)

4,308,710

5) Remarks:

The amounts cited in item 4 of this award are provisional and are subject to adjustments when the FFY93 appropriation is enacted and Oregon receives its allocation. Any adjustment to these amounts will be reflected in subsequent grant awards.

(g) Includes \$25,500 to Jefferson and \$25,500 to Grant.

(h) A minimum of \$90,000 will be used for focussed outreach to gay/bisexual men.

6) Capital Outlay Requested in This Action

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$1,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV.

OREGON HEALTH DIVISION

The following is a list of the titles of assurances with which grantees must agree to comply if they accept state and federal funds administered by the Oregon Health Division. The detailed assurances are located under these titles in the Resource Manual for Grant Programs provided to each grantee. The Common Program Assurances and Fiscal Assurances are required for all programs; the Program-Specific Assurances are required for individual grant programs. Your signature on this document is evidence that you have read and agreed to comply with the required assurances.

ASSURANCES

Common Program Assurances

Fiscal Assurances

Program Specific Assurances

AIDS Minority Outreach
"Babies First!"
Drinking Water Program
Family Planning Program
HIV/AIDS Prevention Block Grant
HIV Care Consortia
HIV Family Seroprevalence Survey
HIV Seropositive Wellness Program
HIV Surveillance Activities in Multnomah County
Immigration
Immunization
Maternal and Child Health/Prenatal
Refugee Health Program
Rural Minority Prenatal Project
School-Based Health Clinics
SIDS Program
STD Control Program
STD Jackson County Assurances
STD Multnomah County Assurances
State Support for Public Health
TB General Case Management and Epidemiology
TB Outreach
WIC Program

The undersigned agrees to comply with the above assurances which are in effect during the time of the grant period.

TO BE COMPLETED BY THE HEALTH DIVISION:

Approved by:

Manager, Community Services

Manager, Fiscal Services

Administrator, Health Division

Date _____

7/2/93

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # C-5 DATE 10/29/92
DEB BOGSTAD
BOARD CLERK

TO BE COMPLETED BY THE GRANTEE:

Approved by:

MULTNOMAH COUNTY
Local Agency Name

By:

Gladys McCoy
Authorized County or Agency Officer
and Title Gladys McCoy, County Chair

Date 10/29/92

REVIEWED:

LAURENCE KRESSEL, County Counsel for
Multnomah County, Oregon

By: [Signature]

Date: 10-14-92

OCT 29 1992

Meeting Date: _____

Agenda Number: C-6

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of Intergovernmental Agreement with Oregon Health Sciences University

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

Department: Health Division: _____

Contact: Tom Fronk Telephone: x4274

Person(s) Making Presentation: Tom Fronk

Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

Check if you require official written notice of action taken: _____

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

Board ratification of an Intergovernmental Agreement with Oregon Health Sciences University to provide the county with obstetrical and gynecological consultation for county patients.

11/2/92 originals to Herman Brame

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 OCT 15 AM 11:46

Signatures

Elected Official _____

OR

Department Director Bill Odegard

(All accompanying documents must have required signatures!)



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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Bill *Bill* Odegaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department *TOM*

DATE: October 5, 1992

SUBJECT: Intergovernmental Agreement With Oregon Health Sciences University
for Obstetrical-Gynecological Consultation Agreement

RECOMMENDATION

The Health Department recommends County Chair approval and Board ratification of this Intergovernmental Agreement with Oregon Health Sciences University for the period November 1, 1992 to and including October 31, 1993.

ANALYSIS

The County Medical Director has determined that the county is in need of obstetrical and gynecological consultation. Currently the Oregon Health Sciences University provides the County with four hours per week of obstetric consultation through the state's Perinatal Project. The agreement will make it possible for county to receive an additional 17 hours per week of consultation. OHSU has designated Sandra Emmons, MD as the consultant. County will pay \$40,425.

BACKGROUND

This is the first year of the contract. The county has contracted with OHSU many times for other consultant services.

[0764k/p]

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 201153

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-6</u> DATE <u>10/29/92</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Health Division _____ Date _____Contract Originator Brame Phone x2670 Bldg/Room 160/2Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract Provide county with obstetrical and gynecological consultation.RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date Govt. ExemptionORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF
 Contractor Name Oregon Health Sciences University
 Mailing Address 3181 S.W. Sam Jackson Park Rd.
Portland, Oregon 97201-3098
Phone 494-3662

Employer ID# or SS# _____

Effective Date November 1, 1992Termination Date October 31, 1993

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 40,425Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☒ Monthly Upon submission of
\$ billing ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES**Department Manager Billy AdagePurchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only) [Signature]Encumber: Yes ☐ No ☐Date 10/8/92

Date _____

Date 10-14-92Date 10/29/92

Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT		INC/ DEC IND
01.	156	015	0710			6110		0300		\$40,425		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

MULTNOMAH COUNTY
AND
OREGON HEALTH SCIENCES UNIVERSITY
OBSTETRICAL-GYNECOLOGICAL CONSULTATION AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 21st day of October, 1992, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and Oregon Health Sciences University acting by and through Oregon State Board of Higher Education on behalf of the state of Oregon, (hereinafter referred to as "STATE"),

WITNESSETH:

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

WHEREAS, STATE is able and prepared to provide such services as COUNTY does hereinafter require, under those terms and conditions set forth; now, and

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

1. Term.

The term of this Agreement shall be from November 1, 1992, to and including October 31, 1993, unless sooner terminated under the provisions hereof.

2. Services.

Under this contract OHSU shall provide the County obstetrical and gynecological consultation subject to the following conditions:

- A. Consultation will be provided 17 hours per week except during those times when consultant is on authorized leave from OHSU. (These hours are in addition to the 4 hours per week of obstetric consultation OHSU provides the County through the state Perinatal Project.)
- B. The consultant will be Sandra Emmons, MD.
- C. While working for the County consultant will work under the direction of the County Medical Director.
- D. The County, OHSU, and the consultant will determine, by mutual agreement, which days the consultant will be assigned to the County.
- E. If the consultant, Dr. Emmons, becomes unable to work as assigned for more than 30 consecutive days:
 - 1) The County and OHSU will mutually agree on a substitute consultant for the period of time Dr. Emmons is unable to work.
 - 2) The contract will be amended or terminated subject to conditions outlined in section 14.

3. Compensation.

A. COUNTY agrees to pay STATE \$40,425 per year based on the following terms:

1) \$3,368.75 per month upon submission of invoice.

B. COUNTY certifies that either federal, state or local funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Agreement 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 Agreement payments must be received within thirty (30) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of STATE.

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.

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

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 Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.285, and any applicable provisions of the Oregon Constitution.

5. Workers Compensation

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

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 Agreement 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 Division to site visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of STATE. If an Agreement cost is disallowed after reimbursement has occurred, STATE will make prompt repayment of such costs.

9. Waiver of Default.

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

10. 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 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. 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.

11. Modification

A. In the event that COUNTY'S Agreement obligation is amended by a federal or state initiated change, COUNTY shall amend this Agreement 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 Agreement, whether COUNTY or STATE initiated, shall be reduced to writing and signed by both parties.

12. Integration

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

13. Record Confidentiality

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

14. Early Termination

A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement 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 Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

B. This Agreement may be terminated by either party by sixty (60) 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 Agreement.

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

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.

15. Litigation.

A. 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 Agreement.

16. Oregon Law and Forum

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

17. Certification Regarding Lobbying

A. No federal appropriated funds can be or will be paid, by or on behalf of the contractor, 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 contractor 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 Agreement to be executed by their duly appointed officers the date first written above.

OREGON HEALTH SCIENCES UNIVERSITY

By _____

Date _____

93-600-1786
Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy
Multnomah County Chair

Date 10/29/92

HEALTH DEPARTMENT

By Billi Odegaard
Billi Odegaard, Director

Date: 10/8/92

HEALTH DEPARTMENT

By Patricia Leeborg
Program Manager

Date: 9/29/92

REVIEWED:

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

By LS Kressel

Date: 10-14-92

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 10/29/92
DEB BOGSTAD
BOARD CLERK

Meeting Date: OCT 29 1992

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of Local 48 Contract

AGENDA REVIEW/
BOARD BRIEFING

(date)

REGULAR MEETING October 29, 1992

(date)

DEPARTMENT Office of the Chair

DIVISION Labor Relations

CONTACT Darrell Murray

TELEPHONE X2595

PERSON(S) MAKING PRESENTATION Darrell Murray

ACTION REQUESTED:

☐

INFORMATIONAL ONLY

☐

POLICY DIRECTION

☒

APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 0

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

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

Ratification of International Brotherhood of Engineers (Local 48) contract.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

CLERK OF
COUNTY COMMISSIONERS
1992 OCT 15 PM 3:49
MULTNOMAH COUNTY
OREGON



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

MEMORANDUM

TO: Board of Commissioners

FROM: Darrell Murray, Deputy Labor Relations Manager *D*

DATE: October 13, 1992

SUBJECT: Ratification of 1992-95 County-IBEW Local 48 Agreement

Enclosed is the tentative agreement with the Electricians union, recently ratified by the union's membership. The principle changes are virtually identical to those contained in the local 88 agreement, with a few wrinkles in the area of Health Insurance and retiree insurance. Main terms are:

Wages: FY 92-93 - 4% eff. 7/1/92; 3% eff. 4/1/93.
FY 93-94 - Eff. 7/1/93 an increase equal to the increase in the US CPI-w between 3/92 and 3/93 with a minimum of 2.5% and a maximum of 4%.
FY 94-95 - Eff. 7/1/94, an increase equal to the increase in the US CPI-w between 3/93 and 3/94 with a minimum of 2.5% and a maximum of 4.5%

Insurance: Implement the revised plans effective 7/1/93. The reimbursement rate for non-PPO providers under ODS will be 80% of UCR, rather than 70% under the Local 88 plan, but unlike Local 88 the co-pay on Kaiser will increase to \$5. Long term disability insurance and a \$10,000 increase in life insurance will take effect 7/1/93. There will, however, be no employer-paid medical coverage for persons on long term disability insurance. Retiree insurance will be modified to eventually conform with the exempt plan, using the same transition language as contained in the Operating Engineers agreement.

Semi-Monthly Payroll: Will be permitted upon implementation of same for Local 88.

Alcohol & Drug Testing: The same reasonable suspicion-based program as adopted by the new Operating Engineers contract will be permitted.

The only wrinkle unique to this unit is the addition of a "benchwork" premium affecting one employee. This provision was requested by DES managers after a tentative agreement had been reached on all other matters, as a result of agreement with the City of Gresham to provide them certain technical services. The union had no objection to the addition. Prior to a proposal being made by this office, the Employee Services Division was consulted and expressed the belief that the premium was a more appropriate mechanism than a new classification.

The Labor Relations Division recommends Board ratification of the new agreement. Please call if you have any questions or wish to discuss the matter further.

c: Betsy Williams
Tom Guiney
Craig Calkins
Bob Pearson



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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

(503) 248-5170 TDD


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

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

MEMORANDUM

TO: Board of County Commissioners
FROM: Kenneth Upton, Labor Relations Manager 
DATE: October 28, 1992
SUBJECT: Corrections Sheet

Grant Zadow, President of Local 48, called and indicated that a clerical/technical error existed on page 74 of the IBEW Local 48 Agreement, which is before the Board this week: the rate of pay for Chief Bridge Electrician had been inadvertantly omitted. Attached is a corrected replacement for page 74. Since Darrell Murray, who negotiated this contract, is in hearing on October 29 and thus will not be at the Board meeting, please call me today if you have any questions regarding this correction.

2102L/KU/js

Attachment

c by FAX: Grant Zadow, IBEW

c: Colette Umbras
Sue Ayers
Don Winkley
Board Clerk

ADDENDUM A
WAGES AND CLASSIFICATIONS
ELECTRICAL WORKERS

Effective July 1, 1992

CLASS TITLE	HOURLY WAGE RATE	HOURLY PENSION CONTRIBUTION (6%)	TOTAL HOURLY WAGE AND PENSION RATE
CHIEF BRIDGE ELECTRICIAN (3062)	\$19.61	\$1.18	\$20.79
ELECTRICIAN (3061)/ ELECTRONIC TECH. (6143)	\$18.68	\$1.12	\$19.80
LEADWORKER (4100)/ CHIEF ELETRONIC TECH. (6144)	\$20.31	\$1.22	\$21.53
ELECTRONIC TECH. <u>STEP</u>			
ASST. (6142) 1	\$12.91	\$0.77	\$13.68
(6 STEPS) 2	13.30	0.80	14.10
3	13.71	0.82	14.53
4	14.10	0.85	14.95
5	14.54	0.87	15.41
6	14.98	0.90	15.88

Effective April 1, 1993

CHIEF BRIDGE ELECTRICIAN (3062)	\$20.20	\$1.21	\$21.41
ELECTRICIAN (3061)/ ELECTRONIC TECH. (6143)	\$19.24	\$1.15	\$20.39
LEADWORKER (4100)/ CHIEF ELETRONIC TECH. (6144)	\$20.92	\$1.26	\$22.18
ELECTRONIC TECH. <u>STEP</u>			
ASST. (6142) 1	\$13.30	\$0.80	\$14.10
(6 STEPS) 2	13.70	0.82	14.52
3	14.12	0.85	14.97
4	14.52	0.87	15.39
5	14.98	0.90	15.88
6	15.43	0.93	16.36

ADDENDUM A
WAGES AND CLASSIFICATIONS
ELECTRICAL WORKERS

Effective July 1, 1992

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LEADWORKER (4100)/ CHIEF ELECTRONIC TECH. (6144)	\$20.31	\$1.22	\$21.53
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	5 14.54	0.87	15.41
	6 14.98	0.90	15.88

Effective April 1, 1993

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	3 14.12	0.85	14.97
	4 14.52	0.87	15.39
	5 14.98	0.90	15.88
	6 15.43	0.93	16.36

1992 - 1995
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 48, AFL-CIO

Labor Relations Section
1120 S.W. Fifth, Suite 1430
Portland, OR 97204-1976

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A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 48, AFL-CIO

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and Local 48, International Brotherhood of Electrical Workers, AFL-CIO, hereinafter referred to as the Union.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment consistent with the County's objective of providing ever-improved services to the public of Multnomah County.

The parties agree as follows:

ARTICLE 2DEFINITIONS1. Cause.

Misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, unfitness to render effective service or failing to fulfill responsibilities as an employee.

2. Continuous Service.

Means uninterrupted employment with Multnomah County subject to the following provisions:

a. Continuous service shall include uninterrupted employment with another governmental agency accomplished in accordance with and subject to ORS 236.610 through 236.650.

b. For purposes of determining length of service prior to July 1, 1975, an interruption in employment of fourteen (14) months or less shall constitute continuous service, in addition to those individually documented cases previously approved by the Board of County Commissioners, the County Executive, or Employee Relations Director.

c. For purposes of determining what constitutes a break in employment after July 1, 1975, continuous service is terminated by voluntary termination, involuntary termination due to expiration of a layoff list, or discharge for cause.

3. Supervisory Employee.

Any individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or having responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection therewith. The exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

4. Permanent Employee.

An employee who following an examination process is appointed from a list of eligibles certified by the Employee Services Division to fill a position; provided that the employee shall retain such status upon temporary or permanent transfer, promotion, or demotion.

5. Probationary Employee.

A period of six (6) months following initial appointment during which the employer may determine

employee competency in the position to which appointed. The final date of the probationary period may be extended upon the written mutual agreement of the County, the affected employee and the Union. Such extension shall not exceed six (6) months beyond the end of the regular probationary period.

6. Temporary Employee.

Any nonpermanent employee who has worked less than 1044 hours in any twelve (12) consecutive months. Temporary employees shall be terminated upon completion of 1044 hours or shall be appointed to a position from a certified eligible list established by the Employee Services Division.

When a temporary employee becomes a permanent employee, time spent in temporary status shall apply to the probationary period, provided that the job responsibility is substantially the same.

ARTICLE 3
RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent for all nonsupervisory employee members of the bargaining unit for the purpose of establishing wages, hours, and other conditions of employment. The positions covered by this Agreement are listed in Addendum A attached hereto and made a part hereof.

Specifically excluded from the bargaining unit are temporary employees.

During a probationary period, employees shall be entitled to all contractual benefits excluding provisions relating to discipline or discharge.

ARTICLE 4MANAGEMENT RIGHTS

The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the departments, determining the levels of service and methods of operation and the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, the exclusive right to determine staffing, work schedules and assign work; and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement are not subject to the grievance procedure.

ARTICLE 5UNION SECURITY AND CHECK OFF

1. The County agrees to furnish the Union, each month, a listing of all new employees covered by this Agreement hired during the month and of all employees who terminated during the month. Such listing shall contain the names of the employees, along with their job classifications, work locations, and home addresses.

2. The County agrees to deduct each pay period from the pay of employees covered by this Agreement as applicable:

a. 0.4615 of the current monthly Union membership dues of those Union members who individually request such deductions in writing on the form attached hereto as Addendum B; or

b. 0.4615 of the current monthly service fee, in lieu of dues, from any employee who is a member of the bargaining unit and who has not joined the Union within thirty (30) days of becoming an employee. This service fee shall be segregated by the Union and used on a pro-rata basis solely to defray the cost of its services in negotiating and administering this contract.

c. The Union expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay the in-lieu-of-dues payment to a non-religious charity mutually agreed upon by the employee making such payment and the Union, or in lieu thereof, the employee shall request that such in-lieu-of-dues payment be not deducted and shall make such payment to a charity as heretofore stated and shall furnish written proof to the Union and the County, when requested, that this has been done.

d. The Union expressly agrees that no funds derived from the in-lieu-of-dues payment shall be expended for political purposes by the Union.

The amount of monthly service fee shall be set at the amount of dues generally deducted less any present or future service, benefit or activity not enjoyed by non-Union members of the bargaining unit.

The amounts to be deducted shall be certified to the County by the Financial Secretary of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer of the Union by the first day of the succeeding month after such deductions are made.

ARTICLE 6NO STRIKE

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or at any location where County services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Union will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any primary picket line established by any labor organization when the employee is required to cross such picket line to attend to an emergency involving protection of life or property. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross a picket line when directed to perform work which does not properly fall within the scope and jurisdiction of this Local Union.

When work is not available or is limited other than in picketed locations, all employees shall report for assignment. Any work that is available shall be assigned to bargaining unit members on the basis of seniority. Employees who reported but are not assigned work shall be paid two (2) hours pay.

ARTICLE 7HOLIDAYS1. Holidays.

The following days shall be recognized and observed as paid holidays for full-time employees:

- Any day the President of the United States and/or the Governor of Oregon declares a holiday for all employees employed in the public sector.
- New Year's Day (January 1st)
- Dr. Rev. Martin Luther King Jr.'s Birthday (3rd Monday in January)
- Washington's Birthday (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans' Day (November 11th or date of County observance)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th)
- Four (4) hours on either Christmas Eve or New Year's Eve at the discretion of the employee with the consent of employee's supervisor, provided that if the supervisor determines that holiday usage on either date is impracticable, the employee shall be credited with four (4) hours of Personal Holiday.
- 2 Personal Holidays
Personal Holidays may be used at the discretion of the employee with the consent of his or her employer; PROVIDED, HOWEVER, an employee must be employed for at least three (3) months before the first Personal Holiday may be used and must be employed for at least nine (9) months before the second Personal Holiday may be used. Personal Holiday time will be charged in accordance with the uniform time charging provisions of Article 14. In all cases, Personal Holidays must be taken by the end of each fiscal year (June 30th).

2. Holiday Observance.

a. If the holiday falls on an employee's first scheduled day off, the preceding work day will be observed as that employee's holiday.

b. If the holiday falls on an employee's second or third day off, the following normally scheduled work day will be observed as that employee's holiday.

c. Shift workers shall observe weekend holidays on the days they occur.

3. Holiday Pay.

Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. To be eligible for holiday pay, full-time employees must be in pay status both on the day before and on the day after the observed holiday.

4. Holiday During Leave.

Should an employee be on authorized leave with pay when a holiday occurs, such holiday shall not be charged against such leave.

5. Holiday Work.

Full-time employees required to work on a recognized holiday will be compensated at one-and-one-half (1-1/2) times their regular rate of pay for the holiday worked, in addition to their regular holiday pay.

ARTICLE 8VACATION LEAVE1. Accrual.

Each full-time employee is entitled and shall earn annual vacation leave credit from the first full pay period of employment. However, employees are not entitled to any leave with pay until they have been employed for a period of twelve (12) months of service. Vacation credits shall be earned in accordance with the following schedule:

- a. Less than 10,440 straight time hours of continuous service, .0385 hours per hour worked, cumulative to 200 hours. After one (1) year of service, an employee shall be entitled to two (2) weeks (i.e., eighty (80) hours) vacation.
- b. 10,440 straight time hours, but less than 20,880 straight time hours of continuous service, .0577 hours per hour worked, cumulative to 240 hours; and shall be entitled to three (3) weeks (i.e., one hundred twenty (120) hours) vacation.
- c. 20,880 straight time hours, but less than 31,320 straight time hours of continuous service, .0769 hours per hour worked cumulative to 320 hours; and shall be entitled to four (4) weeks (i.e., one hundred sixty (160) hours) vacation.

- d. 31,320 or more straight time hours of continuous service, .0961 hours per hour worked cumulative to 400 hours; and shall be entitled to five (5) weeks (i.e., two hundred (200) hours) vacation.

2. Vacation Times.

Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the County and requirement for vacation relief, employees shall have the right to determine vacation times, but in any case, vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise his or her right of seniority only once. Sign up for vacation shall be in weekly increments. Used vacation shall be charged in accordance with the uniform time charging provisions of Article 14.

3. Termination or Death.

After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his or her heirs, whichever the case may be.

ARTICLE 9SICK LEAVE1. Accrual.

Employees shall accrue sick leave at the rate of .0461 hours for each hour worked, to be used in the event of their non-occupational illness or the illness of a member of their immediate household. Sick leave may be accrued on an unlimited basis.

Absence due to sickness in excess of three (3) days must be verified by a physician's certificate at the request of the County.

2. Incentive Conversion.

Full-time employees who have worked the twelve (12) months preceding June 30 of any year, may at their option, convert accrued sick leave to personal holiday time to be taken in accordance with Article 7, Section 1 subject to the following schedule:

<u>Hours of sick leave used in 26 pay periods preceding June 30 of any year</u>	<u>Allowable additional Personal Holidays</u>
(1) None	3 days
(2) 0.1 - 8 hours	2 days
(3) 8.1 - 16 hours	1 day

3. Bereavement Leave.

An employee shall be granted not more than three (3) days leave of absence with full pay in event of death in the immediate family of the employee to make household adjustments or to attend funeral services. If such funeral is beyond 350 miles, the employee may be granted up to three (3) additional days with pay at the discretion of his supervisor for travel and personal considerations. For purposes of Bereavement Leave, an employee's immediate family shall be defined as spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, or brother-in-law. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the County Executive or his designee(s) upon request.

4. Reporting of Sick Leave.

An employee who must be absent by reason of illness or injury shall make reasonable effort to notify his or her immediate supervisor at least one (1) hour before the beginning of his or her scheduled shift.

5. Disability Insurance.

Any employee covered by this Agreement may participate in the short term disability insurance program consistent with carrier contract(s); the monthly premium to be paid individually through payroll deduction.

ARTICLE 10OTHER LEAVES1. Leave of Absence.

Consistent with the needs of the County, leaves of absence without pay for a limited period not to exceed thirty (30) days will be granted by an employee's appointing authority for any reasonable purpose, and such leaves may be renewed or extended for any reasonable period up to one (1) year.

Any employee who has been granted a leave of absence and who for any reason fails to return to work at the expiration of said leave of absence shall be considered as having resigned his or her position with the County, and his or her position shall thereupon be declared vacated, except and unless the employee prior to the expiration of his or her leave of absence has made application for and has been granted an extension of said leave or has furnished evidence that he or she is unable to return to work by reason of sickness or physical disability.

2. Jury Duty.

Employees shall be granted leave with full pay in lieu of jury fees any time they are required

to report for jury duty. Any payment received from the court as jury fees shall be returned to the County promptly upon receipt. If an employee is excused or dismissed prior to noon, he or she shall report for work.

3. Voting Time.

Employees shall be granted two (2) hours to vote on any election day if due to shift scheduling they would not be able to vote.

4. Union Business.

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the County shall, at the written request of the Union, be recommended in accordance with the leave provisions set forth in Multnomah County Code 3.10.260 or its successor for a leave of absence exceeding thirty (30) days. Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union.

5. Educational Leave.

After completing one (1) year of service, an employee, upon request, may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to his or her employment. The

period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended upon the request of the employee when necessary.

One (1) year leaves of absence for educational purposes, including any requested extension, may not be granted more than once in any three (3) year period.

Employees may also be granted leaves of absence with or without pay for educational purposes for reasonable lengths of time to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operation of the County.

6. Military Leave.

Employees who have served with the County for six (6) months or more immediately preceding an application for military leave and who are members of the National Guard or any reserve components of the Armed Forces of the United States are entitled to a leave of absence with pay from their duties for a period not exceeding fifteen (15) calendar days or eleven (11) work days in any calendar year. Employees will be granted a leave of absence without pay for any additional time

needed for the purpose of discharging their obligation of annual active duty for training in the military reserve or National Guard.

7. Reimbursement.

The County will reimburse an employee for the cost of tuition for any course of study taken on the employee's own time which, in the County's judgment, is related to the employee's position and will result in improved performance, subject to the County's budgetary limitations and priorities. Employees shall apply for approval of the request for reimbursement at least five (5) days prior to the proposed enrollment. If approved prior to enrollment, the County will make reimbursement within thirty (30) days after proof of satisfactory completion of the course.

8. Parental Leave.

An employee's entitlement to parental leave shall be governed by Oregon law and Board Resolution No. 89-111. The employee may use his or her accrued sick leave during the term of such leave as provided therein. If sick leave is exhausted, he or she may use his or her accrued unused vacation leave subject to the provisions of Article 8, Section 2 of this Agreement during the remaining period of parental leave.

ARTICLE 11HEALTH AND WELFARE1. Medical-Hospital.

The County agrees to contribute monthly on behalf of each eligible employee the monthly premium for benefits under a certified Health Maintenance Organization, or to provide at no cost to the employee a plan of benefits including vision care, comparable to medical, hospital, and vision care benefits currently enjoyed by eligible employees; PROVIDED, that effective July 1, 1993 the Kaiser and ODS Medical and Hospital Plans in effect prior to that date shall be replaced by the Kaiser and ODS Plans effective January 1, 1992 for exempt County employees. However, under the ODS medical and hospital plan effective on and after July 1, 1993 the reimbursement rate for services provided by providers not within the Preferred Provider Organization (PPO) shall be 80% rather than 70% provided under the Exempt Plan adopted January 1, 1992 for exempt County employees. Further, in lieu of modified vision care benefits provided to Exempt employees under the ODS medical and hospital plan adopted January 1, 1992, members of the Local 48 bargaining unit hired before June 30, 1995 shall retain

the vision care plan in effect under the predecessor to this Collective Bargaining Agreement. Employees hired on or after June 30, 1995 shall be covered by those vision care benefits provided under the ODS plan effective January 1, 1992 for exempt County employees.

The parties agree that benefit levels provided pursuant to this section shall be maintained, and any modification to those benefit levels or components therein must be mutually agreed upon by all parties before implementation of the modification.

2. Dental Plan.

The County agrees to contribute monthly on behalf of each eligible employee the monthly premium for the group dental service program offered by a certified Health Maintenance Organization, or to provide at no cost to the employee a plan of benefits comparable to dental benefits currently enjoyed by eligible employees; PROVIDED, that effective July 1, 1993, said plans shall be replaced by the dental insurance plans offered to Exempt County employees effective January 1, 1992; PROVIDED further, that in the event the AFSCME Local 88 bargaining unit negotiates a superior dental benefit plan than that provided by this section to be effective on and after July 1, 1993, Local 48 may elect to substitute said

superior plan for the plan provided herein by written notice to the Labor Relations Division.

The parties agree that benefit levels provided by carriers pursuant to this section shall be maintained, and any modification to those benefit levels or components therein must be mutually agreed upon by all parties before implementation of such modification.

3. Eligibility.

a. Coverage under sections 1 and 2 of this Article shall include the employee and his or her immediate family (i.e., wife/husband and eligible children) or the employee's domestic partner and the partner's eligible dependents as provided in (b) below. Eligibility for coverage under section 1 commences on the first of the calendar month following the calendar month in which the employee commences work following hire or rehire unless the employee commences work on the first calendar day of the calendar month in which case eligibility for coverage commences at the time the employee commences work. Eligibility under section 2 commences on the first of the calendar month following completion of six (6) months of continuous County service following hire or rehire. After initial qualification for coverage, termination and recommencement of coverage

(toward which the County contributes) shall be governed as follows:

i. Coverage at Termination.

If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteen (15th) day of the calendar month in which the employee's County employment terminates, that employee's coverage toward which the County has contributed will lapse at the conclusion of that calendar month. If such work day falls after the fifteen (15th) of the calendar month in which the employee's County employment has terminated, coverage toward which the County has contributed will lapse at the end of the immediately succeeding calendar month. (Example: Employee A resigns effective July 15. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B resigns July 16. Employee B's coverage toward which the County has contributed will lapse August 31.)

ii. Coverage when Going on Unpaid Leave.

If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteen (15th) day of the calendar month in the calendar

month in which the employee's authorized leave without pay commences, coverage toward which the County has contributed will lapse at the conclusion of the calendar month in which the leave commences. If such day falls after the fifteen (15th) day of the calendar month in which such unpaid leave commences, coverage toward which the County has contributed will lapse at the end of the immediately succeeding calendar month. (Example: Employee A's last regularly scheduled work day worked is July 15, and his or her unpaid leave commences July 16. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last regularly scheduled work day worked is July 16 and his or her unpaid leave commences July 17. Employee B's coverage toward which the County has contributed will lapse August 31.)

iii. Coverage Upon Return from Unpaid Leave.

If the employee is scheduled to and returns from an authorized unpaid leave of absence on or before the fifteen (15th) day of the calendar month the employee's coverage toward which the County shall make its normal contribution shall be effective on the first day of that calendar month. If the employee is scheduled to and returns from such leave without pay after the fifteen

(15th) day of the calendar month, the employee's coverage toward which the County contributes will be effective on the first day of the immediately succeeding calendar month. (Example: Employee A's unpaid leave commences July 1 and ends July 15. Employee A's coverage toward which the County contributes does not lapse. Employee B's unpaid leave commences July 1 and ends August 7. Owing to the combination of paragraph 11. and 111. of this subsection, Employee B's coverage will not lapse. Employee C's unpaid leave commences July 1 and terminates August 16. Employee C's coverage toward which the County contributes lapses July 31 and recommences September 1.)

b. Effective on and after July 1, 1993 in lieu of spouse coverage, a covered employee may enroll his or her domestic partner with whom he or she has a domestic partnership as defined in Appendix D, and the partner's eligible dependents for coverage under sections 1 and 2 of this article subject to the terms set forth in the affidavit attached hereto as Appendix D and by this reference incorporated herein. As a further precondition of coverage, all employees enrolling for new or changed coverage after the signing date of this Agreement, whether married or with a domestic partner, shall be required to complete, sign, and submit to the Employee Services

Division a copy of the affidavit attached hereto as Appendix D. Employees whose marriage or domestic partnership terminates must complete, sign, and file with the Employee Services Division a copy of the statement of termination of marriage/domestic partnership set forth at Appendix E of this Agreement. Enrollment times and other procedures for administration of the medical and dental plans shall be applied to employees with domestic partners in the same manner as to married employees.

4. Retirees.

Employees who retire from the County shall be eligible to participate in the County's retiree medical insurance program subject to the same terms, conditions, and limitations as applied to Exempt County employees at the time this Contract is executed, pursuant to Ordinance Nos. 629 and 670, set forth in Addendum C, attached hereto and by this reference incorporated herein. However, employees hired before July 1, 1992 who retire from the County with ten (10) or more years of continuous service may, in lieu of coverage under the terms of the foregoing retiree insurance provisions, elect an alternate retiree insurance benefit whereby the employer will pay 100 percent of the premium for the employee and his or her eligible dependents from age sixty (60) or date of

retirement, whichever is later, until the employee is eligible for Medicare. The election to participate in this alternative program must be made in writing, signed by the employee, and received by the Director of the County's Employee Services Division not later than December 31, 1992. An employee who elects the alternate program and who retires from the County early with ten (10) or more years continuous service may receive the employer-paid benefit beginning at age sixty (60) provided the employee continuously participates in the County's medical plan by timely payment of the full premium due from the date of retirement until age sixty (60). After such employee reaches age sixty-five (65) he or she may continue to continuously participate in the County's medical plan by timely payment of the monthly premium.

5. Life Insurance.

The County agrees to provide each employee covered by this Agreement with term life insurance in the amount of ten thousand dollars (\$10,000) for each employee; provided, that effective July 1, 1993 this amount shall be increased by ten thousand dollars (\$10,000) for a total of twenty thousand dollars (\$20,000) coverage. Upon retirement, employees with fifteen (15) or

more years of service will be provided with two thousand dollars (\$2,000) coverage. Employees shall designate their beneficiaries.

6. Health and Welfare Labor/Management Consortium.

The County and Union jointly agree to maintain a health and welfare committee/consortium to review, explore, and advise bargaining unit members in respect to fringe benefits and cost effective use of those benefits.

The County and Union will work together with the County's professional benefits consultant to maintain and further develop a state of the arts health and welfare program that meets the needs of bargaining unit members, with emphasis on cost efficiency, effectiveness, and cost containment in relationship to revenues allocated for fringe benefits.

The County shall have exclusive right in determining whether or not increases to present level of benefits are within budget constraints and priorities.

7. Drug and Alcohol Policy and Procedure.

Those matters concerning the County's alcohol and drug policy and procedure which are a mandatory subject of bargaining, and which are contained in the document dated August 5, 1992, which has been given

to the union as part of the bargaining process, will not be changed in application to this bargaining unit except for changes made to conform to law or agreed upon in writing by the Union and the Labor Relations Manager; provided, that the parties agree that owing to the nature of duties performed by members of this bargaining unit the employer must have a reasonable suspicion that an employee is under the influence of substances regulated by this policy and in violation of said policy before a blood test or urinalysis may be performed. However, this shall not preclude unscheduled testing during the first twenty-four (24) months following completion of treatment pursuant to Section VI, Subsection D of the August 5, 1992 document.

8. Long Term Disability Insurance.

Effective July 1, 1993, the County shall provide bargaining unit members with a group Long Term Disability Insurance Policy with the same terms as apply to Corrections Officers under Standard Insurance Policy No. 607217, including a ninety (90) day waiting period.

9. Medical Spending Account.

Effective July 1, 1993, the County will offer bargaining unit members the opportunity to use medical spending accounts as permitted under the Internal

Revenue Code to pay eligible unreimbursed medical expenses with pre-tax funds.

10. Waiver of Coverage.

The County may offer employees cash payments in such amounts and on such conditions as it deems proper in exchange for the employee agreeing to waive coverage under the medical or dental plans or both.

ARTICLE 12PENSIONS1. PERS.

The County shall continue to participate in the Oregon Public Employees Retirement System (PERS) pursuant to the Intergovernmental Integration Agreement between the County and PERS, dated January 22, 1982.

2. Pick-Up.

The County shall continue to "pick-up" the required employee contributions as provided in ORS 237.075.

3. Sick Leave in Application to Final Average Salary

In accordance with the terms of ORS 237.153 one half of the value of accumulated sick leave with pay will be applied to final average salary for the purpose of pension benefit determination.

ARTICLE 13
WORKERS' COMPENSATION AND
SUPPLEMENTAL BENEFITS

1. All members of the bargaining unit will be provided full coverage as required by the Oregon Workers' Compensation Act.

2. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority unless the employee's doctor, the State Workers' Compensation Department or Board or the employee certifies to the County in writing that the employee will be permanently disabled to such an extent that he or she will be unable to return to the County and fully perform the duties of the position he or she last occupied. In such event the employee's status shall be governed exclusively by applicable state statutes related to re-employment and non-discrimination. If employees are injured during probation, their probationary periods may be extended by written agreement of the Union, employees and County.

3. The County shall supplement the amount of Workers' Compensation benefits received by the employee for temporary disability due to occupational injury, illness or disease by an amount which, coupled with Workers' Compensation payments, will insure the disabled employee the equivalent of one hundred percent (100%) of his or her bi-weekly net take-home pay subject to the following conditions:

a. Supplemental benefits shall only be payable for those days compensable under Workers' Compensation Law as time loss on an approved claim.

b. To the extent not compensated by Workers' Compensation benefits, the first day of occupational disability shall be compensated as time worked.

c. To the extent not compensated by Workers' Compensation benefits, the day following the first day of occupational disability and the next succeeding day shall be compensated as sick leave if such days would have been work days.

Supplemental benefits shall only be payable for those days compensable under Workers' Compensation Law as time loss on an approved claim. For employees with approved claims, supplemental benefits shall be paid for

no more than three hundred and twenty (320) hours of the employee's regular working hours or for a period equal to the amount of accrued sick leave hours at the time of injury, whichever is greater. Such payments shall not be chargeable to accrued sick leave.

4. If a Workers' Compensation claim is denied or if the employee accepts a compromise settlement of a disputed claim, the employee's absence from work shall, to the extent not compensated as Workers' Compensation time loss be paid from and charged against his or her sick leave.

5. If a Workers' Compensation claim which has been denied is later held compensable upon appeal, any time loss benefits shall be reimbursed by the employee to the County and the employee's sick leave account credited with an equivalent number of days.

6. Nothing in this Article may be construed to permit borrowing of sick leave not accrued by and available to the employee.

7. The County shall continue to provide medical and dental benefits for employee and dependent(s) from the first day of occupational disability subject to the limitations of the Health and Welfare Article, if any, for a period of one year.

8. The County shall continue to make retirement contributions, based upon the appropriate percentage of the gross dollar amount of supplemental benefits paid, throughout the period that the employee receives such benefits.

ARTICLE 14HOURS OF WORK1. Work Day.

a. The regular hours of work each shift shall be consecutive except for interruptions for meal periods.

b. Employees on a five (5) day per week work schedule shall work eight (8) hours per day excluding the meal period. (Winter Schedule)

c. Employees on a four (4) day per week work schedule shall work ten (10) hours per day excluding meal period. (Summer Schedule)

2. Work Week.a. Regular.

Regular work week shall consist of consecutive days, Monday through Friday, of the same number of consecutive hours per day with consecutive days off. In no case shall the work week be for more than forty (40) hours excluding the meal period.

b. Continuous Operations.

Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is

regularly scheduled work for twenty-four (24) hours a day, seven (7) days a week. The work week for employees engaged in continuous operations shall consist of five (5) consecutive days, with two (2) designated days off.

3. Work Schedules.

Work schedules showing the employee's shift, work days and hours shall be posted on all department bulletin boards at all times. All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Except for emergency situations, and during the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted for ten (10) work days.

4. Reduced Work Week.

In the event that the financial budget situation of the County requires a reduced work week for employees covered by this Agreement, the parties agree to meet and discuss scheduling problems which may arise. Such meeting shall be held prior to implementation of the reduced work week.

5. Rest Periods.

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half

(1/2) shift. Rest periods shall be scheduled at the middle of each one half (1/2) shift whenever feasible. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next succeeding shift when it is anticipated the overtime is expected to extend a minimum of one and one-half (1-1/2) hours. In addition, they shall be granted the regular rest period that occurs during the shift.

6. Meal Periods.

All employees shall be granted a meal period of not less than thirty (30) minutes during each work shift. Whenever practicable, meal periods shall be scheduled in the middle of the shift. The County shall provide a meal to any employee who is requested to and does work two (2) hours beyond his regular quitting time.

7. Clean-Up Time.

Employees occupying labor, trades or craft positions shall be granted adequate personal clean-up time prior to the end of each work shift. The County shall provide the required facilities for the employees' clean-up. Neither party to this Agreement shall construe "clean-up time" to mean "quit-early time" or "leave-early time".

8. Uniform Time Charging Provisions

a. Rounding Rule

Time charged for all leaves and compensation for time worked under the terms of this Agreement shall be subject to rounding to the nearest quarter of an hour in accordance with the following rules:

a. 0 - 7 minutes rounds to 0 hours

b. 8 - 15 minutes rounds to 1/4 hour

b. Applications

(1) Lateness

An employee who is seven (7) minutes or less late shall be paid for a full shift. An employee who is eight (8) to fifteen (15) minutes late shall not be paid for one quarter (1/4) of an hour.

(2) Working Over

An employee who works over less than eight (8) minutes shall not be compensated. An employee who works eight (8) to fifteen (15) minutes over shall be compensated one quarter (1/4) of an hour at the appropriate rate of pay in accordance with Article 15, Wages.

(3) Leaves

Late and early return from leaves shall be subject to the same rounding practice as specified above.

(4) Management and Employee Rights

The right of management to discipline employees for tardiness is not waived by the above rounding provisions, nor shall the above provision be construed as a right for management to extend the end of the working day beyond the normally scheduled ending time.

ARTICLE 15WAGES1. Wages and Classification Schedulea. Wage Rates for FY 1992-93.

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Addendum A. Said schedule reflects an increase of four percent (4%) effective July 1, 1992 and an additional three percent (3%) effective April 1, 1993.

b. Wage Rates for FY 1993-94.

The January 1, 1993 rates set forth in Addendum A shall be increased on and after July 1, 1993 in a percentage equal to the percentage increase, if any, in the Consumer Price Index between March, 1992 and March, 1993 (12 months); PROVIDED that the minimum increase shall be two and one half percent (2.5%) and the maximum increase shall be four percent (4%).

c. Wage Rates for FY 1994-95.

The January 1, 1993 wage rates set forth in Addendum A, as adjusted pursuant to subsection b of this section, shall be further increased on and after July 1, 1994 by the percentage increase, if any, in the Consumer Price Index between March, 1993 to March,

1994 (12 months) with a minimum increase of two and one half percent (2.5%) and a maximum increase of four and one half percent (4.5%).

d. Consumer Price Index Defined.

For purposes of this article, the Consumer Price Index is defined as the index published by the U.S. Bureau of Labor Statistics for Urban and Clerical Wage Earners (CPI-W), All-U.S. Cities Index, 1982-84 = 100 base.

e. New Classifications.

When any position covered by this Agreement not listed on the wage schedule is established, the County may designate a job classification and pay rate for the position. In the event the Union does not agree that the classification and/or rate is proper, the Union shall have the right to submit the issue as a grievance at Step III of the Grievance Procedure.

f. Work in a Higher Classification.

Whenever a supervisor instructs an employee to replace another employee in a higher classification and perform such work for more than one (1) shift, the employee shall be paid for all such work at the rate of pay assigned to the higher classified work in the appropriate step, according to the promotional policy, if any.

g. Reopener.

In the event that the County's estimated general fund resources in the executive budget for FY 1993-94 or 1994-95 fall ten percent (10%) or more below the estimated general fund resources in the preceding year's executive budget, any wage or benefit increase not implemented at the time of such determination shall not be implemented and negotiations will commence within a reasonable period thereafter for substitute terms for such increase not implemented.

2. Pay Period.

The salaries and wages of employees shall be paid bi-weekly on Friday of the week following the pay period. In the event the Friday payday is a holiday, the preceding day shall be the payday.

Notwithstanding the foregoing provisions of this Agreement, the employer may replace the biweekly payroll cycle with a semimonthly payroll period system so long as the implementation is undertaken in a reasonable manner, and so long as such implementation occurs on or after implementation of a semimonthly payroll system applicable to the Local 88 (AFSCME) bargaining unit. Upon implementation of a semimonthly payroll system for this

bargaining unit, bi-weekly benefit accrual and union dues deduction rates shall be converted to equivalent semimonthly accrual and deduction rates.

3. Height Time Bonus Pay.

When workers are performing work on a structure at or above the 90 foot level, where scaffolding or special safety devices are used, the wage rate for such work shall be double the straight time hourly rate.

When the aforementioned work is performed on an overtime basis or on a holiday, the rate of pay shall be triple the straight time hourly rate.

4. Reporting Time.

Any employee who is scheduled to report for work and who presents himself or herself for work as scheduled, but where work is not available for him or her, shall be excused from duty and paid at his or her regular rate for a day's work.

5. Call-In Time.

Any employee called to work outside his or her regular shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1.5) except that an employee called to work within two (2) hours of the commencement of his or her scheduled shift shall be paid at the rate of one and one half (1.5) times the employee's

regular straight time rate only for the period elapsed from the commencement of the call-out to the commencement of the shift. The employer may also assign an employee who may be subject to call-out a County vehicle which the employee shall use solely for performing County business and for commuting to and from work. The assignment of the vehicle shall be voluntary, except that it may be made mandatory in the event of an emergency or if the public health or safety may be in jeopardy. The vehicle assignment may be rescinded at the employer's discretion. If such assignment is made, the employee shall not be charged for such vehicle.

6. Overtime.

Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

a. When scheduled to work five (5) days a week:

- (1) All authorized work performed in excess of eight (8) hours in any work day.
- (2) All authorized work performed in excess of forty (40) hours in any work week.

- (3) All work performed on employee's sixth (6th) day shall be paid for at the rate of time and one-half (1-1/2) and the seventh (7th) day at double-time rate, provided the employee has worked such overtime on the sixth (6th) day as was offered to him or her for that day.

b. When scheduled to work four (4) days a

week:

- (1) All authorized work performed in excess of ten (10) hours in any work day.
- (2) All authorized work performed in excess of forty (40) hours in any work week.
- (3) All work performed on employee's fifth (5th) day shall be paid for at the rate of time and one-half (1-1/2) and the sixth (6th) and seventh (7th) days at the double-time rate, provided that the double-time rate shall be paid only when the employee has worked such overtime on the fifth (5th) day as was offered to him or her on that day. If an employee declines to work on the fifth (5th) day, the sixth (6th) day shall be paid at the rate of time and one-half (1-1/2) and the seventh (7th) day at the double-time rate.
- (4) Overtime worked shall be calculated in accordance with the uniform time charging provisions of Article 14.

7. Distribution.

Overtime work shall be distributed equally among qualified available employees. However, employees may volunteer for overtime work. Such volunteers may be assigned a pager or to otherwise be immediately reachable by electronic means for notification purposes to avail themselves of the opportunity for overtime work. Such volunteers shall receive priority for overtime opportunities. There shall be no discrimination against any employee who declines to work overtime. Overtime work shall be voluntary except in cases where the public health, safety, and welfare may be jeopardized.

A record of overtime hours worked by or offered to each employee shall be posted on the department bulletin board each month.

8. Mileage Pay.

Whenever employees are required to work at any location other than their permanent place of reporting, they shall be paid at the rate of twenty cents (\$0.20) per mile or the rate deductible under current Federal Internal Revenue Service regulations, whichever is higher, for the use of their personal transportation from their permanent reporting place to and from the temporary new location. All employees shall be allowed pay from

the time of reporting to their permanent reporting place, and this shall end when they return to their permanent reporting place. The six permanent reporting places shall be: 1) Multnomah County Courthouse; 2) bridge shops; 3) Donald E. Long Home; 4) Justice Center; 5) Yeon Shops or 6) Ford Building.

9. Parking.

Whenever employees are required to report to the Courthouse on a temporary basis in their private vehicle, the County shall provide parking.

10. Stand By.

When employees are directed to stand by on a weekend or holiday, they shall be paid four (4) hours pay for each twenty-four (24) hour period at the straight time rate of pay in addition to any other compensation to which they may be entitled.

11. Shift Differential.

In addition to the established wage rates, the County shall pay an hourly premium of thirty-five cents (\$0.35) to employees for all hours worked on shifts

beginning between the hours of 3:00 p.m. and 11:00 p.m.
For all hours worked on shifts beginning between
11:00 p.m. and 6:00 a.m., the County shall pay an hourly
premium of fifty-five cents (\$0.55) to employees for each
hour worked during that period. Relief shifts will be
paid sixty-five cents (\$0.65) per hour for all hours
worked.

ARTICLE 16DISCIPLINARY ACTION

1. Employees may be subject to disciplinary action by suspension, oral or written reprimand, demotion, reduction in pay, or dismissal; provided, however, that such action shall take effect only after the appointing authority gives written notice of the action and cause to the employee and mails such notice to the Union. This notice provision shall not apply to oral or written reprimands; provided, however, that a copy of any written reprimand must be mailed to the Union on the date of issuance.

2. Any permanent, nonprobationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to appeal the action through the Grievance Procedure. The standard of review of disciplinary actions appealed under this section shall be the "in good faith for cause" standard.

3. Personnel Files.

a. An employee or his or her representative, with written consent of the employee, may inspect that employee's personnel file. Upon written

request, an employee or his or her authorized representative shall be given a copy of any materials in his or her personnel file.

b. Except as provided below, an employee may request and have removed from his or her personnel file any letter of reprimand more than three (3) years old.

c. All derogatory material resulting in disciplinary action which is five (5) years old or more shall be removed from the employee's personnel file and destroyed.

ARTICLE 17SETTLEMENT OF DISPUTES

1. Grievance Procedure. Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step I: After first attempting to resolve the grievance informally, any employee or the Union may present in writing such grievance to the employee's Section or Division head through the immediate supervisor within ten (10) working days of the alleged contractual violation. If, at the time of the alleged violation, the employee or his or her representative is unaware of its occurrence, a grievance may be presented in writing within ten (10) working days of the time the employee first has knowledge or should have had knowledge of its occurrence. A grievance may not be initiated concerning an event after sixty (60) days have elapsed; however, in no way is this provision to be interpreted as affecting the pursuance of grievances which are of a continuing nature (i.e., the breach continues and is not a single isolated incident). The grievance notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The supervisor shall then attempt to adjust the matter and respond, in writing, to the employee or his or her representative within ten (10) working days.

Step II: If the grievance has not been answered or resolved, it may be presented in writing by the employee or his or her representative to the department head within ten (10) working days after the response is due from the supervisor. The department head shall respond to the employee or his or her representative, in writing, within ten (10) working days.

Step III: If the grievance has not been answered or resolved at Step II, it may be presented, in writing, by the grievant to the County Chair, or his or her designee(s), within ten (10) working days after the response of the department head is due. The County Chair, or his or her designee(s), shall respond in writing to the grievant within ten (10) working days.

County Grievances: When the County has a grievance, it may be presented in writing to the Union through the County Executive or his or her representative. The parties will each then promptly appoint two (2) persons to serve as a Board of Adjustment to consider the grievance of the County and resolve the dispute. If the Board of Adjustment is unable to resolve the dispute within ten (10) days of the notification to the Union, then the County may request arbitration under Step V of this Grievance Procedure, by written notice to the other party. This procedure for County grievances is not exclusive and the County expressly retains the right to alternately proceed with any other action, including court proceedings, it may deem in its discretion to be advisable or warranted.

Step IV: If the grievance has not been answered or resolved at Step III, either party may, within ten (10) working days after the expiration of time limit specified in Step III, request arbitration by written notice to the other party.

Step V: Arbitration. After the grievance has been submitted to arbitration, the parties, or their representatives, shall jointly request the Oregon Mediation and Conciliation Service for a list of the names of seven (7) arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names; the order of striking to be determined by lot. One day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

No less than five (5) days prior to the scheduled arbitration, the parties shall submit to the designated arbitrator a signed stipulation of the issue before the arbitrator. In the event the parties are unable to stipulate the issue in dispute, each party shall, not later than four (4) days prior to the scheduled arbitration, submit to the arbitrator and the other party a signed statement of the issue that party asserts is in dispute.

The arbitrator shall be requested to begin taking evidence and testimony within a reasonable period after submission of the request for arbitration taking into account the schedules of the parties' representatives and the arbitrator, and witnesses; and he shall be requested to issue their decision within thirty (30) days after the conclusion of testimony and argument. The parties hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of either party by issuance of a subpoena, the cost of which shall be borne by the party requesting the subpoena.

The arbitrator's decision shall be final and binding, but he or she shall have no power to alter, modify, amend, add to, or detract from the terms of the Contract. His or her decision shall be within the scope and terms of the Contract and in writing. Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date the grievance was first filed with the supervisor, and it shall state the effective date of the award.

Expense for the arbitration shall be borne by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made on the condition that it pays for the record and makes copies available without charge to the other party and the arbitrator.

Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. A grievance may be terminated at any time upon receipt of a signed statement from the aggrieved party that the matter has been resolved.

2. Stewards and the Processing of Grievances.

a. Employees selected or elected by the Union as employee representatives shall be known as "Stewards". The names of the stewards and the names of other Union representatives who may represent employees shall be certified in writing to the County by the Union. Stewards may investigate and process grievances during working hours without loss of pay. All efforts will be made to avoid disruptions and interruptions of work.

b. Departure from the established Grievance Procedure outlined in this Article by any employee shall automatically nullify the Union's obligation to process the grievance.

ARTICLE 18GENERAL PROVISIONS1. No Discrimination.

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin or political affiliation. It is further agreed that there will be no discrimination against the handicapped unless bona fide job related reasons exist. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

The County and the Union agree not to interfere with the rights of employees to become members or refrain from becoming members of the Union, and there shall be no discrimination, interference, restraint or coercion by the County or Union or any County or Union representative against any employee because of Union membership or any employee activity in an official capacity on behalf of the Union, or for any other cause,

provided such activity or other cause does not interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibility to the public.

2. Bulletin Boards.

The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its postings of notices and bulletins to such bulletin boards. All postings of notices and bulletins by the Union shall be factual in nature and shall be signed and dated by the individual doing the posting.

3. Visits by Union Representatives.

The County agrees that the Business Manager or their Assistant, accredited representatives of the International Brotherhood of Electrical Workers, Local 48, AFL-CIO, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Union business.

4. Changes in Existing Conditions.

The County will solicit and be receptive to the input of the Union regarding changes in existing working conditions proposed by the County, and any such changes shall not be made for arbitrary or capricious reasons.

Any unresolved dispute as to the reasonableness of a change in existing working conditions shall be resolved through the grievance procedure.

Whenever any existing conditions are changed, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days prior to becoming effective.

5. Rules.

a. All future work rules shall be subject to discussion with the Union before becoming effective.

b. The County agrees to furnish each employee in the bargaining unit with a copy of the Collective Bargaining Agreement sixty (60) days after the signing of this Agreement.

c. The County agrees to furnish each employee in the bargaining unit with a copy of all changes to work rules thirty (30) days after they become effective.

d. The County shall provide new employees a copy of the Agreement and rules at time of hire.

e. Any dispute as to the reasonableness of any new rule, or any dispute involving discrimination in the application of new or existing rules may be resolved through the grievance procedure.

6. Tool Replacement.

The County agrees to replace all tools required by the employer to be furnished by employees when such tools become damaged beyond usability or are lost or stolen while on the job. A "proof of loss by theft" statement must be signed by the employee prior to recovery for theft.

7. Uniforms and Protective Clothing.

If an employee is required to wear a uniform, protective clothing or any type of protective device, such uniform, protective clothing or protective device shall be furnished by the County; the cost of maintaining the uniform or protective clothing or device including initial tailoring, shall be paid by the County, in accordance with the current practice. The County will provide and maintain protective clothing for any employee required to work in sewer manholes.

8. Seniority.

a. Seniority will be determined as follows:

(1) Total length of continuous service within the affected job classification within the affected department; if a tie occurs, then

(2) Total length of continuous service within the affected Department; if a tie occurs, then

(3) Total length of continuous service within the County; if a tie occurs, then

(4) Score on the last performance evaluation awarded under the system to be developed in accordance with MCC 3.10.130; if no system exists, then score on original entrance examination.

b. In computing seniority for permanent employees, the following factors will be taken into account:

(1) Part-time work within the same classification will be counted on a prorated hourly basis.

(2) Time spent on authorized leave without pay that exceeds thirty (30) calendar days will not count.

(3) Time spent in a trainee capacity (e.g., PEP, WIN, CETA, or other state or federally funded programs) will not be included.

(4) Time spent in a classification in previous government service will be included if the employee transferred in accordance with ORS 236.610 through 236.650.

(5) Time spent on layoff will not count.

c. Seniority shall be forfeited by discharge for cause or voluntary termination.

d. On May 15 of each year, the County shall furnish to the Union sufficient copies of a seniority roster of all employees assigned to the classifications listed in Addendum A.

e. Employees may protest their seniority designation through the grievance procedure outlined in this agreement.

9. Merger or Consolidation.

Prior to any merger or consolidation of any Division, Bureau, or Department by the County with any other governmental agency, the County shall notify and consult with the Union if members of the bargaining unit would be affected directly by such merger or consolidation.

10. Reduction in Force.

Layoffs will be in accordance with Multnomah County Code 3.10.250 or its successor and the Personnel Rules pertaining thereto.

11. Contract Work.

a. Unless mutually agreed, the County will not contract out or subcontract any work now performed by employees covered by this Agreement when such would result in loss of employment by any bargaining unit employee(s) and the County is unable to find suitable or comparable alternate employment for the employee(s). However, this

provision shall not apply to contracting out or subcontracting work when such was anticipated and considered as a part of and during budget procedures.

b. If during the budget procedure contracting or subcontracting is considered, the County agrees to meet with the Union to discuss the effect of such action prior to the discussion of such proposals by the budget committee.

c. The County further agrees to meet with the Union, at its request, to explore the alternative of work force reduction by attrition. The County also agrees that to the extent practicable transfers shall be made to open vacancies and re-employment of employees affected by such action shall occur for as long as they are so qualified in accordance with established layoff guidelines. The Union agrees to assist the County in minimizing the impact on such affected employees.

12. Safety Rules.

When workers are employed on electrical work in manholes or in vaults, there shall be one or more journeymen electricians present at all times to assist him. Workers shall be provided with all approved safety devices. On or immediately adjacent to all energized

circuits of four hundred forty (440) volts or more, two (2) or more journeymen electricians must work together, as a safety measure.

The County will furnish all safety devices necessary to comply with existing and future State and Federal safety requirements. No employee shall be disciplined for refusal to violate the Safety Codes or the laws of the State of Oregon.

13. Supremacy of Contract.

To the extent allowable by law, whenever a conflict arises between this Agreement and Multnomah County Code 3.10 et. seq. or its successor, this Agreement shall prevail.

14. Work Assignment Vacancies.

Employees shall be granted at their request preference of assignment within their classification according to their respective seniority provided they are qualified to perform the duties of the assignment. Upon appointment to a new permanent work assignment, including transfers, the employee will serve a trial period of ninety (90) working days to demonstrate his or her ability to fulfill the requirements of the assignment. If the employee does not satisfactorily fulfill the requirement

of the assignment, such employee will be returned to his or her previous work assignment. Such determination of satisfactory performance within the ninety (90) day trial period will be made by management.

15. Performance Evaluation Process

- a. The County may implement and maintain performance evaluation processes involving members of the bargaining unit.
- b. Employees will have the right to attach a response to any evaluations in their personnel files.
- c. No evaluations or employee responses will be admissible in any disciplinary or arbitration hearing.
- d. All performance evaluations shall be signed by the employee's exempt supervisor, who shall bear ultimate responsibility for the content of the evaluation.

ARTICLE 19STANDARDS

The County may establish reasonable job performance standards, and may, from time to time, revise them. Such standards shall be individually stated to each affected employee, in order to assure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards in advance of the work period in question.

ARTICLE 20SAVINGS CLAUSE AND FUNDING

1. Savings Clause. Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are, therefore, contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee

any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request pursuant to established budget procedures. This Section 2 and County action hereunder shall not be subject to the Resolution of Disputes Procedures herein before set out.

ARTICLE 21ENTIRE AGREEMENT

Entire Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by the rules and regulations of the Employee Services Division and by Multnomah County Code 3.10, or its successor. The County and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within

the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

Nothing in this Article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement, nor shall the Union and the County Chair or his or her designee(s) for labor relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

ARTICLE 22TERMINATION

This Agreement shall be effective as of the 1st day of July, 1992, and shall remain in full force and effect through the 30th day of June, 1995, and shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing between January 1, 1995, and March 1, 1995, that it wishes to modify the agreement for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the Parties hereto have set

their hands this ____ day of _____, 199__.

FOR THE UNION

MULTNOMAH COUNTY, OREGON
CHAIR

Edward B. Barnes

Business Manager-Fin. Secy.
Local 48, AFL-CIO

BY

Gladys McElroy
County Chair

International Brotherhood
of Electrical Workers

MULTNOMAH COUNTY, OREGON
BOARD OF COMMISSIONERS

BY

Pauline Anderson
Commissioner

BY

Sharon Kelley
Commissioner

BY

Tom Hunt
Commissioner

BY

Phil Bunn
Commissioner

NEGOTIATED BY:

Darrell Murray

Darrell Murray
Deputy Labor Relations Manager
Multnomah County, Oregon

REVIEWED BY:

Laurence Kressel

Laurence Kressel
County Counsel
Multnomah County, Oregon

1877L

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # R-1 DATE 10/29/92
DEB BOGSTAD
BOARD CLERK

ADDENDUM A
WAGES AND CLASSIFICATIONS
ELECTRICAL WORKERS

Effective July 1, 1992

CLASS TITLE	HOURLY WAGE RATE	HOURLY PENSION CONTRIBUTION (6%)	TOTAL HOURLY WAGE AND PENSION RATE
CHIEF BRIDGE ELECTRICIAN (3062)	\$19.61	\$1.18	\$20.79
ELECTRICIAN (3061)/ ELECTRONIC TECH. (6143)	\$18.68	\$1.12	\$19.80
LEADWORKER (4100)/ CHIEF ELETRONIC TECH. (6144)	\$20.31	\$1.22	\$21.53
ELECTRONIC TECH. <u>STEP</u>			
ASST. (6142) 1	\$12.91	\$0.77	\$13.68
(6 STEPS) 2	13.30	0.80	14.10
3	13.71	0.82	14.53
4	14.10	0.85	14.95
5	14.54	0.87	15.41
6	14.98	0.90	15.88

Effective April 1, 1993

CHIEF BRIDGE ELECTRICIAN (3062)	\$20.20	\$1.21	\$21.41
ELECTRICIAN (3061)/ ELECTRONIC TECH. (6143)	\$19.24	\$1.15	\$20.39
LEADWORKER (4100)/ CHIEF ELETRONIC TECH. (6144)	\$20.92	\$1.26	\$22.18
ELECTRONIC TECH. <u>STEP</u>			
ASST. (6142) 1	\$13.30	\$0.80	\$14.10
(6 STEPS) 2	13.70	0.82	14.52
3	14.12	0.85	14.97
4	14.52	0.87	15.39
5	14.98	0.90	15.88
6	15.43	0.93	16.36

ADDENDUM A-2

LEADWORKER

1. In a department where three (3) or more electricians are employed or work together without on site supervision there will be a leadworker assigned.

Assignment and selection of such leadworker shall be at the sole discretion of the County.

2. If an exempt employee is not available to perform such duties or if it is otherwise deemed by the County convenient to do so, the County may assign the functions of a licensed Supervising Electrician to employees assigned as Leadworker; PROVIDED such employees possess the required Supervising Electrician license.

3. Employees simultaneously assigned to perform duties as Leadworker and Supervising Electrician pursuant to Section 2 above shall hereafter receive a differential for all hours worked in such simultaneous assignment equal to three percent (3%) of straight-time Electrician/Electronic Technician wages, in addition to the eight and six-tenths percent (8.6%) differential he or she would normally receive for serving as Leadworker.

ADDENDUM A-3
BENCH WORK PREMIUM FOR
ELECTRONIC TECHNICIAN ASSISTANT

Subject to the limitations set forth herein, effective upon signing of this 1992-95 agreement if the employer assigns an employee classified as an Electronic Technician Assistant to perform bench work and designates such assignment as eligible for premium pay, the employee shall be paid a premium equal to fifteen percent (15%) of his or her regular base hourly rate for the duration of the designated assignment. An assignment may only be designated for premium pay if, in the supervisor's judgment, the employee has the demonstrated skills and abilities to competently perform the assignment. This precludes such designation for on-the-job training given to aid in acquisition of such skills and abilities. For purposes of this Addendum A-3, "bench work" means journeyman level troubleshooting and repair of radios, sirens, Mobil Digital Terminals units or Closed Circuit Television equipment at the component level on circuit boards.

ADDENDUM B

MULTNOMAH COUNTY OREGON

Employee Organization Membership Dues

Payroll Deduction Authorization Plan

I, _____, having voluntarily elected to become a member of _____, do hereby authorize Multnomah County as my employer to deduct from my accrued earnings the amount of \$_____ per month.

This deduction shall be made only if my accrued earnings are sufficient to cover the above amount after all other authorized payroll deductions have been made.

I agree to indemnify, defend and hold the County harmless against any claims made or suits instituted against Multnomah County as a result of this authorization.

I understand that I may withdraw this authorization at such time as I terminate my membership in the above indicated employee organization or desire to make other payment arrangements directly with the employee organization involved.

Signed: _____ Date: _____
Name of Employee Month Day Year

Name of Employee Organization: _____

ADDENDUM C

COMPOSITE VERSION OF MULTNOMAH COUNTY
EXEMPT EMPLOYEE RETIREE INSURANCE POLICY
(EXHIBIT B OF ORDINANCE 534 AS AMENDED BY
ORDINANCES NOS. 629 & 670)

Retiree Medical Insurance

a. For purposes of this Section, a "retiree" refers to a person who retired from the County on or after the effective date of this Section and, at the time of retirement, occupied a position covered by the "Exempt" compensation plan. For purposes of this Section, a "member" refers to an active employee(s) in a position covered by the "Exempt" compensation plan.

b. Except as otherwise provided by this Section, retirees may continue to participate in the County medical plan available to members. Coverage of eligible dependents uniformly terminates when coverage of the retiree terminates, except as otherwise required by applicable state or federal law.

c. To the extent members are permitted to choose from among two (2) or more medical insurance plans,

retirees shall be permitted to choose between the same plans under the same conditions and at the same time as apply to members. Retirees participating in the members' medical insurance plan shall be subject to the application of any change or elimination of benefits, carrier, administrator, or administrative procedure to the same extent and at the same time as are members.

d. The retiree shall be responsible for promptly notifying the Benefits Manager (Employee Services Division), in writing, of any changes in the retiree's current address and of any changes in retiree or dependent eligibility for coverage.

e. The following terms related to benefit payments, service, and age requirements shall also apply:

(i) The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-eighth (58th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the retiree had:

(1) five (5) years of continuous County service immediately preceding retirement at or after age fifty-eight (58) years, or

(2) ten (10) year of continuous County service immediately preceding retirement prior to age fifty-eight (58) years, or

(3) ten (10) years of continuous County service immediately preceding retirement in the event of disability retirement.

(11) The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the employee had thirty (30) years of continuous service with employers who are members of the Oregon Public Employee Retirement System and twenty (20) or more years of continuous County service immediately preceding retirement.

f. Actual application for Medicare shall not be required for a finding that a retiree is "eligible for Medicare" under subsection e of this Section.

g. Part-time service in a regular budgeted position shall be prorated for purposes of the service requirements under subsection "e" of this Section. (For

example, twenty (20) hours per week for two (2) months would equal one (1) month toward the applicable service requirement.)

h. In addition to the other requirements of this Section, continued medical plan participation or benefit of County contributions is conditioned on the retiree's continuous participation in the members' medical insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e., 50% or 100% as applicable) of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this Section. Payments by retirees of their portion of the monthly premiums under this Section shall be timely if the retiree has directed PERS to regularly deduct his or her portion of the monthly premium from his or her pension check and remit the proceeds to the County's collection agent, or if it is received by the County's collection agent each month at least thirty (30) days prior to the month for which the resulting coverage will apply. The Employee Services Division shall inform the retiree at the time he or she signs up for continued medical insurance coverage of the identity and address of

the County's collection agent and shall thereafter inform the retiree of any change in collection agent at least forty-five (45) days prior to the effective date of such change.

1. In the event County medical insurance premium payments on behalf of retirees or their dependents are made subject to state or federal taxation, any additional costs to the County shall be directly offset against such payments required under this Section. (For example, if the effect on the County of the additional tax is to increase the County's outlay by an amount equivalent to ten percent (10%) of aggregate monthly retiree premium, the County's contribution shall be reduced to forty percent (40%) of premium so that net County costs will remain unchanged.)

APPENDIX D

MULTNOMAH COUNTY AFFIDAVIT OF MARRIAGE

OR DOMESTIC PARTNERSHIP

I, print name of employee _____,

certify that I and (print name of spouse or domestic partner) _____ (check

and complete either A. and B., whichever applies):

A. _____ were legally married on (date) _____.

B. _____ are and have each been the other's partner in a domestic partnership, as defined below. For purposes of this affidavit a "domestic partnership" is one consisting of two persons in which the members:

1. Jointly shared the same permanent residence for at least six (6) months immediately preceding the date of this affidavit and intend to continue to do so indefinitely;

2. Have a close personal relationship with each other;

3. Are not legally married to anyone;

4. Are each eighteen (18) years of age or older;

5. Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;

6. Were mentally competent to contract when the domestic partnership began;

7. Are each other's sole domestic partner; and,

8. Are jointly responsible for each other's common welfare including "basic living expenses". For purposes of this affidavit "basic living expenses" means the cost of basic food, shelter, and any other expenses of a member of the domestic partnership which are paid at least in part by a program or benefit for which the partner qualified because of domestic partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

This affidavit terminates upon the death of the signing employee's spouse or domestic partner or by a change in circumstances attested to in this affidavit. The signing employee must notify the Employee Services Division within thirty (30) days after such death or change by filing a Statement of Termination of Marriage/Domestic Partnership. After filing of a Statement of Termination of Marriage/Domestic Partnership, the employee may not file a new Statement of Marriage/Domestic Partnership for the purpose of enrolling a new domestic partner for six (6) months from the date such statement was received by the Employee Services Division.

NOTICE: Signing this affidavit may or may not have legal implications affecting relations between domestic partners beyond the extension of medical or dental insurance coverage for which it is intended. If you desire further information concerning the possible legal consequences of signing this form, please consult an attorney.

I attest that the certification I have provided herein is true and correct to the best of my knowledge.

Employee's Signature

Date

Received by

Employee Services Div. Rep.

Date

APPENDIX E
STATEMENT OF TERMINATION OF
MARRIAGE OR DOMESTIC PARTNERSHIP

I, (name of employee) _____,
affirm that the Affidavit of Marriage/Domestic Partnership
attested to and signed by me on (date of affidavit)

_____ shall be and is terminated as of
this date. Termination is due to:

- _____ Dissolution of marriage
- _____ Termination of domestic partnership
- _____ Death of spouse/domestic partner

I understand that I cannot file a Statement of
Marriage of Domestic Partnership to enroll a new domestic
partner until six (6) months following the receipt of this
Statement by the Employee Services Division.

Employee's Signature

Date

Received by _____

Employee Services Div. Rep.

Date

Meeting Date OCT 29 1992

Agenda No. R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Exempt Job Title and Salary Range Revisions

BCC Informal October 27, 1992
(Date)

BCC Formal October 29, 1992
(Date)

DEPARTMENT Non-Departmental DIVISION Employee Services Division

CONTACT Curtis Smith or Sue Ayers TELEPHONE 248-5015

PERSON(S) MAKING PRESENTATION Curtis Smith and Sue Ayers

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA 10 minutes

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

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

This proposed Ordinance reflects the most recent work of our Personnel Section to keep the exempt compensation system, which was installed in 1991, up to date. The three major changes proposed are 1) consolidate and update health jobs and ranges to reflect the earlier reorganization of Health Division to a Department (\$2,200 annual cost; funds available in existing budget); 2) retitle one position in MCSO (no cost); and 3) adopt 4/1/93 ranges for the new titles (4/1/93 ranges have already been adopted for all other exempt positions).

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Curtis Smith

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 OCT 19 AM 10:29
MULTNOMAH COUNTY
OREGON

ORDINANCE FACT SHEET

Ordinance Title: Exempt Job Title and Salary Range Revisions

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

This proposed Ordinance reflects the most recent work of our Personnel Section to keep the exempt compensation system, which was installed in 1991, up to date. The three major changes proposed are 1) consolidate and update health jobs and ranges to reflect the earlier reorganization of Health Division to a Department (\$2,200 annual cost; funds available in existing budget); 2) retitle one position in MCSO (no cost); and 3) adopt 4/1/93 ranges for the new titles (4/1/93 ranges have already been adopted for all other exempt positions).

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

This is almost a universal practice.

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

This is a normal way to keep an exempt classification plan up to date.

What is the fiscal impact, if any?

The cost is about \$2,200 in 1992-93, absorbable within existing budget. The cost is low because exempt ranges do not have steps; consequently, raises in revised ranges are given only to those who "fall off" the bottom of the new range, or who are "unfrozen" from the top of the old range.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Curtis Smith

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

Department Manager/Elected Official: [Signature]

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY, OREGON

3 ORDINANCE NO. _____

4 An ordinance amending Ordinance No. 733, in order to
5 revise, add and delete exempt salary ranges.

6 MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

7 Section 1. FINDINGS.

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

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

20 C. The Personnel Officer is responsible for
21 developing and recommending compensation plan adjustment
22 recommendations to the Multnomah County Board of Commissioners
23 (hereinafter "Board").

24 Section 2. DELETION, REVISION, AND ADDITION OF JOB TITLES AND
25 RANGES.

1 A. The following job titles established in Exhibit A
2 and Exhibit B of Ordinance No. 733 are hereby deleted, effective
3 November 1, 1992:

4 AIDS Program Manager
5 Business Services Administrator
6 Corrections Health Manager
7 Emergency Medical Services Administrator
8 Environmental Health Administrator
9 Executive Assistant/Sheriff's Office
10 Health Services Manager, Assistant
11 Laboratory Administrator
12 MCSO Planning & Fiscal Administrator
13 Pharmacist Supervisor

14 B. The following job titles and salary ranges are
15 hereby added to Exhibit A of Ordinance No. 733, effective
16 November 1, 1992:

<u>Job Title</u>	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
Health Services Mgr., Sr.*	47,565	57,096	66,604
Health Services Specialist	32,203	38,644	45,085
Detention Programs Admin.	35,489	42,604	49,698
Fiscal Officer/Sheriff's Off.*	43,148	51,787	60,425

*Unclassified, non-Civil Service position pursuant to MCC

3.10.100.

The following job titles and salary ranges are hereby added to Exhibit B of Ordinance No. 733, to be effective April 1, 1993:

<u>Job Title</u>	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
Health Services Mgr., Sr.*	48,992	58,809	67,931
Health Services Specialist	33,169	39,803	46,438
Detention Programs Admin.	36,554	43,882	51,189
Fiscal Officer/Sheriff's Off.*	44,442	53,341	62,238

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

C. The following job titles and ranges shown in Exhibit A are revised, effective November 1, 1992:

<u>Job Title</u>	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
Health Services Admin	37,273	44,737	52,178
Health Services Mgr.*	41,081	49,306	57,531
Dental Health Officer *	49,959	59,946	69,934
Management Asst., DSS	39,123	46,956	54,789

The following job titles and ranges shown in Exhibit B are revised, to be effective April 1, 1993:

Health Services Admin	38,391	46,079	53,743
Health Services Mgr.*	42,313	50,785	59,257
Dental Health Officer *	51,458	61,744	72,032
Management Asst., DSS	40,297	48,365	56,438

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

ADOPTED This _____ day of _____,
1992, being the date of its second reading before the Board of
County Commissioners of Multnomah County, Oregon.

By _____
Gladys McCoy, Chair
MULTNOMAH COUNTY, OREGON

REVIEWED:

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

560E

#2

PLEASE PRINT LEGIBLY!

MEETING DATE 10/29/92

NAME Kathleen Saadat

ADDRESS 1311 N.E. Schuyler

STREET

Portland, Oregon

CITY

97212

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-3

SUPPORT XX OPPOSE

SUBMIT TO BOARD CLERK

#3

PLEASE PRINT LEGIBLY!

MEETING DATE

10/29/92

NAME

Patrick Brun

ADDRESS

1944 SE Narney St

STREET

Portland OR 97202

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-3

SUPPORT



OPPOSE

SUBMIT TO BOARD CLERK

OCT 29 1992

Meeting Date: _____

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Resolution Opposing Ballot Measure 9

BCC Informal Oct. 27, 1992 BCC Formal Oct. 29, 1992
(date) (date)

DEPARTMENT Non-Dept DIVISION Commissioner Kelley

CONTACT Carolyn Marks Bax TELEPHONE x2738

PERSON(S) MAKING PRESENTATION Commissioner Kelley/Carolyn Marks Bax

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

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

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

See Whereas clauses

10/29/92 copies to Co Kelley, Carolyn
Marks Bax, FRED NEAL, JERRY BATTLE

BOARD OF
COUNTY COMMISSIONERS
1992 OCT 21 PM 4:10
MULTNOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Sharon Kelley

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Reaffirming Multnomah)	
County's Commitment to Preventing and)	
Remedying Discrimination; Supporting the)	RESOLUTION
Civil Rights of All Citizens;)	
and Opposing Ballot Measure 9)	92-187

WHEREAS the Multnomah County Board of Commissioners believes in the personal dignity of all human beings and is committed to fostering mutual understanding and an environment free of bigotry, discrimination and physical threat; and

WHEREAS Multnomah County through prior resolutions has assumed moral responsibility for encouraging the provision of civil rights for all citizens of Multnomah County, without regard to personal factors which have no bearing on an individual's value as a productive member of the community; and

WHEREAS the Oregon Citizens Alliance is sponsoring a ballot measure that would amend the Oregon Constitution to label homosexuality as "abnormal, wrong, unnatural and perverse"; and

WHEREAS both the American Psychiatric Association and the American Psychological Association have stated that homosexuality is not abnormal and implies no impairment in judgment, stability, reliability or general social or vocational capabilities; and

WHEREAS Ballot Measure 9 would officially link homosexuality with severe mental disorders such as pedophilia, masochism and sadism despite the profound disagreement of mainstream medical and psychiatric experts; and

WHEREAS the vagueness of Ballot Measure 9 will result in extensive litigation to clarify its meaning and effect; and

WHEREAS Multnomah County health, mental health and social service programs may be subject to modification that is inconsistent with mainstream medical and psychiatric research and practices; and

WHEREAS the proposed amendment to the Oregon Constitution would pose a threat of censorship to the library collections of Multnomah County; and

WHEREAS Multnomah County values a qualified and diverse workforce and recognizes that Ballot Measure 9 may adversely impact employees who feel they must conceal information about their personal lives in order to avoid discrimination; and

WHEREAS Ballot Measure 9 could require any level of government - state, regional and local - to deny services or access to any group thought to promote, encourage or facilitate homosexuality including use of facilities such as the Exposition Center; and

WHEREAS Ballot Measure 9 would remove "sexual orientation" from Oregon's malicious hate-crime statute.

NOW, THEREFORE, BE IT RESOLVED that the Multnomah County Board of Commissioners denounces Ballot Measure 9 as purposefully misleading, hateful toward gay and lesbian people, and an attempt to limit government efforts to prevent discrimination.

ADOPTED this 29th day of October, 1992.

MULTNOMAH COUNTY, OREGON



By

Gladys McCoy
Gladys McCoy
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

By

Peter Livingston
Peter Livingston

Meeting Date: October 29, 1992

Agenda No.: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Resolution Referring Ordinance No. 731 to the Voters

BOARD BRIEFING October 27, 1992 REGULAR MEETING October 29, 1992
(date) (date)

DEPARTMENT Non-Departmental DIVISION Office of the Chair
County Counsel

CONTACT Matthew O. Ryan TELEPHONE 248-3138

PERSON(S) MAKING PRESENTATION Self-Explanatory - No Presentation Needed

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 1 Minute

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

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

Ordinance No. 731, the Public Library Utility Tax passed by the Board of County Commissioners on August 27, 1992, is now the subject of a referendum to the voters. Vicki Ervin, the Multnomah County Elections Director certified the required number of valid signatures of voters to refer the Ordinance on September 24, 1992.

10/29/92 certified copy to Vicki
Ervin & Matthew Ryan, copy
to Fred Neal

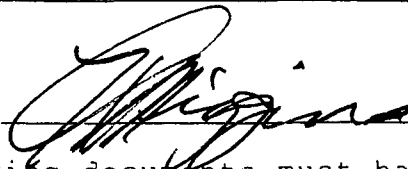
(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER _____



(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 OCT 15 PM 3:50
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Referring Ordinance
No. 731 to the Voters

RESOLUTION
92-188

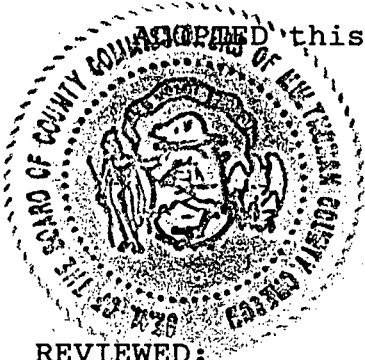
WHEREAS, on August 27, 1992, the Multnomah County Board of Commissioners adopted Ordinance No. 731, the Public Library Utility Excise Tax Ordinance; and

WHEREAS, on September 24, 1992, Vicki K. Ervin, Director of the Multnomah County Elections Division certified that the required number of valid signatures of voters were contained in the Referendum Petition to refer Ordinance No. 731 to the voters,

THEREFORE, BE IT RESOLVED that Ordinance No. 731 shall be referred to the voters.

BE IT FURTHER RESOLVED that the election to submit Ordinance No. 731 to the voters shall be held on Tuesday, March 23, 1993.

ADOPTED this 29th day of October, 1992.



By

Gladys McCoy
Gladys McCoy
Multnomah County, Oregon

REVIEWED:

Matthew O. Regan
Laurence Kressel, County Counsel
of Multnomah County, Oregon

I:\MOR\UTILITAX.RES\dp

10/15/92:1

BOARD OF
COUNTY COMMISSIONERS

Meeting Date: OCT 22 1992 OCT 29 1992

Agenda No.: R-7 R-5

1992 OCT 15 AM 11:10

(Above Space for Clerk's Office Use)

..... MULTNOMAH COUNTY

OREGON

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: An Ordinance Regulating Sales of Tax Foreclosed Properties

BCC Informal October 20 BCC Formal October 22
(date) (date)

DEPARTMENT Non-Departmental DIVISION Commissioner Kelley

CONTACT Robert Trachtenberg TELEPHONE 248-5213

PERSON(S) MAKING PRESENTATION Sharron Kelley

ACTION REQUESTED

 INFORMATIONAL ONLY POLICY DIRECTION X APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN:

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

Restricts private sale of property following an unsuccessful attempt to sell at public auction. Private sale is prohibited unless minimum bid was less than \$500. This change is intended to increase revenue by discouraging potential buyers from holding back from participating in the auction.

10/29/92 COPIES TO ORDINANCE DISTRIBUTION
List: Robert TRACHTENBERG & Co. Kelley,
10/30/92 COPIES TO BOB OBERST & LARRY BAXTER

(If space is inadequate, please use other side)

SIGNATURES

ELECTED OFFICIAL Sharron Kelley

Or

DEPARTMENT MANAGER

(All accompanying documents must have required signatures)

1517L-32

1/90

First Reading Approved. Second Reading to be 10-29-92.

ORDINANCE FACT SHEET

Ordinance Title: An Ordinance Regulating Sales of Tax Foreclosed Properties

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

This ordinance restricts private sale of property following an unsuccessful attempt to sell at public auction. Private sale is prohibited unless minimum bid was less than \$500. This change is intended to increase revenue by discouraging potential buyers from holding back from participating in the auction.

ORS 275.200 allows the county to dispose of land at private sale if such lands remain unsold after the initial auction. Such a private sale may be as low as 15 percent of the minimum bid. Currently the county only utilizes this option if the value/minimum bid price is very low. This ordinance codifies the practice to encourage buyer participation in the auction.

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

None

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

n/a

What is the fiscal impact, if any?

No additional cost. Potential for revenue increase.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Alat Wright

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: Sharon Kelley

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 735

An Ordinance Regulating Sales of Tax Foreclosed Properties.

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

SECTION 1. Findings

A. As required by ORS 275.225, the County sells at public auction County owned property acquired through tax foreclosure and otherwise.

B. At the auction, if no one bids more than the minimum bid price, the property is not sold. As authorized by ORS 275.200, property not sold at the auction may be sold by the County at privately negotiated sales.

C. The possibility of a later private sale below the minimum bid price may deter potential buyers from bidding at the sheriff's public auction.

D. Revenues from the sale of property would be increased by eliminating the possibility of later private sales below the minimum bid price established for the auction.

SECTION 2. PROPERTY SALE RESTRICTIONS

1. All County owned property, acquired by tax foreclosure

or otherwise, ordered to be sold at public auction under the provisions of ORS 275.110 shall be sold by the Sheriff for not less than the minimum bid price established by order of the Board of County Commissioners.

2. Any property not sold at auction, if the minimum bid price for the property is less than Five hundred dollars (\$500), may thereafter be sold at private sale subject to the requirements of ORS 275.200.

3. All property not sold at the auction, excepting the property described in Section 2, shall be offered for sale at the next public auction. The Board of Commissioners may fix a new minimum bid price for such property.

4. Nothing in this ordinance shall prohibit private sales of County owned property under the provisions of ORS 271.530, ORS 275.070, ORS 275.180, ORS 275.225, or ORS 275.230 when such sales are approved by order of the Board of County Commissioners.

ADOPTED this 29th day of October, 1992, being the date of its second reading before the Board of County

Commissioners of Multnomah County, Oregon.



Gladys McCoy
Gladys McCoy, Chair
Multnomah County, Oregon

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By *John L. DuBay*
John L. DuBay
Chief Assistant County Counsel

O:\FILES\242JLD.ORD\jld

Meeting Date: OCT 29 1992

Agenda No.: R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Amending County Peace Task Force Ordinance 693

BOARD BRIEFING: _____ (date) REGULAR MEETING October 29, 1992 (date)

DEPARTMENT Non-Dept. DIVISION BCC

CONTACT Karen Belsey TELEPHONE 248-5237

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

An ordinance amending Ordinance 693 relating to the creation of the Multnomah County Peace Task Force and the Thousand Cranes Peace Award.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 OCT 22 PM 10:16
MULTNOMAH COUNTY
OREGON

ORDINANCE FACT SHEET

Ordinance Title: An Ordinance amending Ordinance #693 relating
to the Multnomah County Peace Task Force and Award.

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

Amending sections of Ordinance 693 relating to composition of the Peace Task Force and establishing terms.

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

- 0 -

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

- 0 -

What is the fiscal impact, if any?

- 0 -

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: _____

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDINANCE NO.

An Ordinance amending Ordinance 693, relating to the creation
of the Multnomah County Peace Task Force and the Thousand
Cranes Peace Award

(language in brackets is to be deleted;
underlined language is new)

Multnomah County ordains as follows:

Section I. Amendments to Ordinance 693

A. The relating clause of Ordinance 693 is amended to
read as follows:

An Ordinance creating the Multnomah County Peace Task Force and
the Thousand Cranes Award to recognize citizens who are leading
[Multnomah County] our community toward a peaceful non-nuclear
future.

B. Section II of Ordinance 693 is amended to read as
follows:

There is hereby created the Thousand Cranes Peace Award.

1 This award will be presented by Multnomah County to individuals
2 and businesses on or about August 6th, Hiroshima Day, each year
3 to remember the destructive capability of the Atom Bomb and to
4 recognize those [Multnomah County] citizens who are leading our
5 community toward a peaceful non-nuclear future.

6
7 C. Section III of Ordinance 693 is amended to read as
8 follows:

9
10 A. The Multnomah County Peace Task Force is hereby created.
11 It will include a minimum of eight (8) members [representing]:

12 [Oregon Peace Institute
13 Physicians for Social Responsibility
14 Educators for Social Responsibility
15 Social Investment Forum
16 Beyond War
17 Portland Chamber of Commerce
18 Multnomah County Board of Commissioners
19 and one at large member selected by the Task Force.]

20
21 1. A minimum of five representatives from distinct peace
22 and justice organizations within Multnomah County;

23
24 2. One representative of the Portland Chamber of
25 Commerce;

1 3. One representative of the Multnomah County Board of
2 Commissioners; and

3
4 4. One at large member selected by the Task Force.

5
6 [B. Task Force members shall serve without compensation.]

7
8 B. Task Force members shall serve two year terms.


9
10 C. Task Force members shall serve without compensation.

11
12
13
14 Adopted this _____ day of _____, 1992

15
16
17 MULTNOMAH COUNTY, OREGON

18
19 By _____
20 Gladys McCoy, County Chair

21 REVIEWED:

22 
23 John DuBay, County Counsel
24 of Multnomah County, Oregon

Meeting Date OCT 29 1992

Agenda No.: R-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Surrendering Jurisdiction of County Roads to City of Maywood Park

BCC Informal October 27, 1992 BCC Formal October 29, 1992
(date) (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Bob Pearson TELEPHONE 3838

PERSON(S) MAKING PRESENTATION Bob Pearson

ACTION REQUESTED:

/ INFORMATIONAL ONLY / POLICY DIRECTION /X APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

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

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

Recommendation of Director of Environmental Services to surrender jurisdiction to the City of Maywood Park of all county roads within the City of Maywood Park as requested by the city.

10/30/92 copy to Bob Pearson

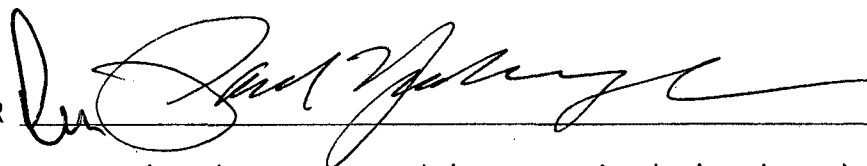
(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

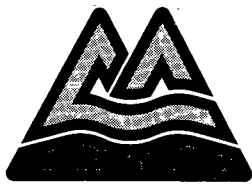
DEPARTMENT MANAGER



(All accompanying documents must have required signatures)

3706V/9643V

1992 SEP 25 PM 12:28
MULTNOMAH COUNTY
OREGON
CLERK OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

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

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

September 18, 1992

Multnomah County
Board of County Commissioners
1021 SW 4th Avenue, Room 602
Portland, Oregon 97204

Subject: Surrendering Jurisdiction to the city of Maywood Park of County Roads Lying within the Corporate Limits of the city of Maywood Park

Dear Commissioners:

The City of Maywood Park has requested the county surrender jurisdiction of county roads within the city, and in accordance with ORS 373.270, initiating the proceeding for the transfer of jurisdiction of certain county roads within areas annexed to the city, a public hearing is scheduled for October 29, 1992, at 9:30 a.m.


As a condition of this transfer, the city of Maywood Park agrees to contract with Multnomah County for all road work. No county funds will be shared or transferred to the city of Maywood Park. Multnomah County agrees to repave N.E. Maywood Place and bring N.E. Beech Street up to county standards at no additional cost to the city of Maywood Park, at a time mutually agreeable to both the city and the county.

The public hearing is scheduled to provide the public the opportunity to voice support, concerns, or general testimony, and to determine whether it is in the best interest of the county to surrender jurisdiction of those county roads within the city of Maywood Park to the city. The list of roads has been advertised in the Oregonian on five successive Mondays, beginning September 28, 1992.

It is the recommendation of this Department that the Board of County Commissioners authorize the order offering to surrender jurisdiction to the city of Portland of those county roads.

The executed Order should be forwarded to Paul Johnson, Mayor of the City of Maywood Park, at 4510 N.E. 102nd Avenue, Annex #1, Portland, OR 97220.

Very truly yours,



Paul Yarborough, Director
Environmental Services

PY:BP:cmk

Attachments

9643V

AN EQUAL OPPORTUNITY EMPLOYER

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Offering to Surrender)
Jurisdiction to the City of Maywood Park)
all County Roads within the City of)
Maywood Park)

O R D E R

92-189

This Matter before the Board is to offer to Surrender Jurisdiction to the City of Maywood Park, all County Roads within the incorporated area as requested by the city of Maywood Park; and

It further appearing that this Matter before the Board is in accordance with ORS 373.270 initiating the proceeding for the transfer of jurisdiction of County Roads within the limits of the City of Maywood Park to the City of Maywood Park, by public hearing; and

It further appearing that the public was notified by advertisement in the Oregonian, a newspaper of general circulation, on five successive Mondays beginning September 28, 1992, and ending October 26, 1992, of the time, location, and list of County Roads offered for surrender of jurisdiction by Multnomah County to the City of Maywood Park;

It further appearing that by advertisement, the public was invited to attend a public hearing on this matter on October 29, 1992, to offer testimony and voice their concerns or support for this matter, to enable the Board of County Commissioners to determine whether it's in the best interest of the County to offer to surrender jurisdiction of all County roads within the incorporated city limits of Maywood Park.

NOW THEREFORE, IT IS HEREBY ORDERED, and the Board hereby FINDS, that it is necessary and expedient and for the best interest of the County of Multnomah, to offer to surrender jurisdiction of all County Roads within the city limits of Maywood Park.

The list of County roads to be transferred to the City of Maywood Park effective upon acceptance by the city of Maywood Park follows:

N.E. Beech Street, No. 1738
(From N.E. Maywood Place to N.E. 102nd Avenue)

N.E. Failing Street, No. 1986
(From N.E. Maywood Place to N.E. 99th Avenue)

ORDER

Offering to Surrender Jurisdiction

Page 2

N.E. Maywood Place, No. 1205

(From a point 15 feet, more or less, northwesterly of the southwest corner of Lot 9, Block 5, MAYWOOD PARK, to N.E. 102nd Avenue)

N.E. Prescott Street, No. 1241

(From N.E. 92nd Avenue to a point 152 feet, more or less, east of N.E. 92nd Avenue)

N.E. Skidmore Street, No. 1437-A

(From N.E. Maywood Place to N.E. 102nd Avenue)

N.E. 99th Avenue, No. 1986

(From N.E. Prescott Street to N.E. Failing Street)

N.E. Prescott Street, No. 1241 - From southerly property line to a point 22 feet south of center line of Prescott.

(From a point 152 feet, more or less, east of N.E. 92nd Avenue to N.E. 102nd Avenue)

N.E. 92nd Avenue, Nos. 1863 & 2769 - half street

(From N.E. Sandy Boulevard to N.E. Skidmore Street)

N.E. 102nd Avenue, No. 3254 - From face of westerly curb, westerly to property line.

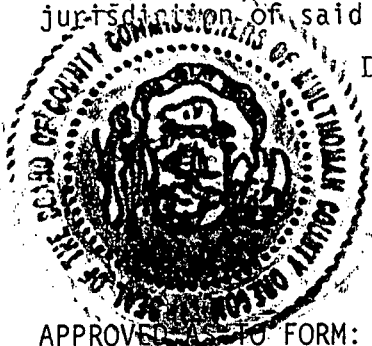
(From N.E. Prescott Street to N.E. Fremont Street)

and they be offered for transfer of jurisdiction from the County of Multnomah to the City of Maywood Park, Oregon; and it is

FURTHER ORDERED, that the City of Maywood Park shall specifically accept jurisdiction of said County Roads by appropriate ordinance.

DATED this 29th day of October, 1992.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By

Peter Livingston

Assistant County Counsel

Peter Livingston

9643V

Gladys McCoy
Gladys McCoy, Chair

Meeting Date OCT 29 1992

Agenda No.: R-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: I.G.A. with City of Maywood Park to Perform Maintenance Functions

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

DEPARTMENT Environmental Services DIVISION Transportation Division

CONTACT Bob Pearson TELEPHONE 3838

PERSON(S) MAKING PRESENTATION Bob Pearson

ACTION REQUESTED:

// INFORMATIONAL ONLY // POLICY DIRECTION /X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

I.G.A. with the City of Maywood Park for Multnomah County to perform maintenance functions, engineering functions, and bike path street lights as requested on city of Maywood streets.

11/2/92 original to Bob Pearson

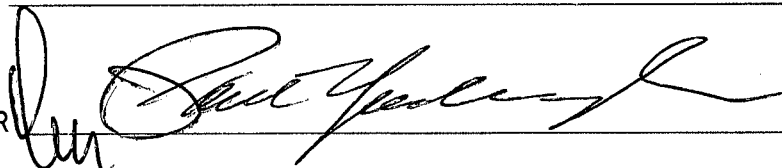
(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Or

DEPARTMENT MANAGER



(All accompanying documents must have required signatures)

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

3706V/9992V

9992V



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 300583

Amendment #

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # R-8 DATE 10/29/92 DEB BOGSTAD BOARD CLERK
---	---	--

Department Environmental Services Division Transportation Date 9/3/92

Contract Originator Bob Pearson Phone 3838 Bldg/Room 425

Administrative Contact _____ Phone _____ Bldg/Room _____

Description of Contract Agreement with City of Maywood Park for Multnomah County to perform maintenance functions, engineering functions, and bike path street lights on City of Maywood streets

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Maywood Park

Mailing Address 4510 NE 102nd Ave., Annex #1
Portland, OR 97220

Phone (503) 255-9805 Paul Johnson

Employer ID # or SS # _____

Effective Date Upon Signature

Termination Date _____

Original Contract Amount \$ 2,000 per year Estimate

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt

☒ Monthly \$ as work is performed ☐ Net 30

☐ Other \$ _____ ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director _____
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

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

Encumber: Yes ☐ No ☐

Date 9-3-92

Date _____

Date 9-9-92

Date 10/29/92

Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT		INC/ DEC IND
01.	150	030	6410			2799						
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

GREEN - FINANCE

421/1st Flr

106/1430

**AGREEMENT
WITH CITY OF MAYWOOD PARK FOR
MAINTENANCE OF CITY STREETS**

THIS CONTRACT, made and entered into as of the _____ day of _____, 19____, by and between Multnomah County, a home rule political subdivision of the State of Oregon, hereinafter referred to as "County," and City of Maywood Park, a municipal corporation, hereinafter referred to as "City."

W I T N E S S E T H:

WHEREAS, City of Maywood Park requires services which County is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, City by letter dated April 22, 1992, requested certain County maintained roads lying within the corporate limits of City that jurisdiction be relinquished to said city; and

WHEREAS, County is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth; now, therefore,

WHEREAS, County by Resolution dated _____ has taken the necessary steps required by Oregon Law to surrender jurisdiction of said County maintained roads to City, and;

WHEREAS, City requires and County agrees to perform all maintenance functions on all roads within the corporate limits of City in accordance with those terms and conditions set forth, therefore,

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

1. TERM.

The term of this Agreement shall be from _____, until _____, terminated under the provisions hereof.

2. SERVICES.

County's service under this agreement shall consist of performing maintenance functions, engineering functions, bike path street lights, as mutually agreed upon by the City and the County.

The County agrees to repave N.E. Maywood Place from N.E. Fremont Street northerly to dead end, and bring N.E. Beech St., from N.E. 102nd Ave. to N.E. Maywood Place up to county standards at no additional costs to the City, at a time mutually agreeable to the city and the county.

3. COMPENSATION.

A. City agrees to compensate County for performance of those services hereunder, which payment shall be based upon the following terms:

1. The City will reimburse the County for direct cost for work necessary to fulfill the terms of the agreement. The direct cost shall be the sum of base salary cost, fringe benefits, and overhead except for the paving cost which shall be based upon the bid prices contracted for through a third party and direct cost for inspection.

2. The County shall compile accurate cost accounting records and submit itemized bills, no later than bi-monthly, to the City for all costs authorized by this agreement. The City agrees to pay the bills within 30 days of receiving the bill.

B. City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. TERMINATION.

A. This Agreement may be terminated prior by:

1. by mutual written consent of the parties;
2. by either party upon 30 days written notice to the other, delivered by certified mail or in person; or
3. by City, effective upon delivery of written notice to County by certified mail or in person.

B. Payment of County shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by County against City under this Agreement.

C. Termination under any provision of this paragraph shall not affect any right, obligation or liability of County or City which accrued prior to such termination.

5. SUBCONTRACTS OR ASSIGNMENT.

County shall neither subcontract with others for any of the work prescribed herein, nor assign any of County's rights acquired hereunder except for the Asphaltic Paving Activity which may be contracted with a third party along with a County contract for the paving of County Roads; City by this agreement incurs no liability to the third person for payment of any compensation provided herein to County.

6. ACCESS TO RECORDS.

City shall have access to such books, documents, papers and records of County as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

7. WORK IS PROPERTY OF CITY.

All work performed by County under this Agreement shall be the property of City.

8. ADHERENCE TO LAW.

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

B. County shall adhere to all applicable laws, regulations and policies relating to equal employment opportunity, nondiscrimination in services and affirmative action, including all regulations implementing Executive Order No. 11246 of the President of the United States, Section 402 of the Vietnam Readjustment Assistance Act of 1974, and Section 503 of the Rehabilitation Act of 1973. County shall maintain copies of said laws and regulations on file with its duly appointed Affirmative Action Officer.

9. The County shall, subject to the limitations of the Oregon Tort Claim Act, indemnify, defend and save City harmless from any and all claims, suits or actions for damage or loss to property, or injury or death of any person arising out of or in connection with the County performing the maintenance services.

10. MODIFICATION.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

11. INTEGRATION.

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

AGREEMENT WITH CITY OF MAYWOOD PARK FOR
MAINTENANCE OF CITY STREETS

Page Four

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

CITY OF MAYWOOD PARK

By _____
Mayor

MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy, Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By Peter Livingston
Deputy County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-8 DATE 10/29/92
DEB BOGSTAD
BOARD CLERK

BUDGET MODIFICATION NO. DEG #9

(For Clerk's Use) Meeting Date OCT 29 1992
Agenda No. R-9

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Environmental Services

DIVISION Facilities & Property Management

CONTACT F. Wayne George

TELEPHONE 248-3322

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD F. Wayne George

SUGGESTED

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

Justice Center Water Valve Installation.

(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.)

☐ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This Budget Modification requests transfer of \$16,000. from Justice Center Utilities to Justice Center Repair and Maintenance. This addresses an OROSHA complaint which will make possible the installation of electric water supply valves to prevent waste water from leaking to the floor below caused by inmates flooding cells by plugging sinks and toilets. Presently this issue is in the Enforcement Section of OROSHA and they have communicated with us asking for correction, or otherwise face the risk of fines. The transfer from the Utilities line item is made with the assumption that 1993 will be another mild winter and that utilities consumption at the Justice Center will approximate last fiscal years. If this assumption proves false, a contingency request may be forthcoming later this year.

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

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

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

After this modification \$ _____

Originated By

Date

Department Director

Date

Finance/Budget

Date

Employee Relations

Date

Board Approval

Date

RECORDED 10/29/92

10/29/92

EXPENDITURE
TRANSACTION EB []

GM [] TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document
Number**Action Fund Agency**

Organi-

Reporting

Object

Current Amount

Revised
Amount

Change
Increase
(Decrease)

Sub-Total

Description

[illegible]

TOTAL EXPENDITURE CHANGE

TOTAL EXPENDITURE CHANGE

REVENUE
TRANSACTION RB []

GM [] TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY_

Document
Number

Action Fund Agency

Organi -

Reporting

Revenue
Source

**Current
Amount**

Revised
Amount

Change
Increase
(Decrease)

**Sub-
Total**

Description

[illegible]

TOTAL REVENUE CHANGE

TOTAL REVENUE CHANGE

Originated by: <i>Tom Honk</i>	Date: <i>10-5-92</i>	Department Director: <i>Billy Odegard</i>	Date: <i>10/7/92</i>
Finance/Budget: <i>1/Carol Ann</i>	Date: <i>10/19/92</i>	Employee Relations: <i>Susan Daniel</i>	Date: <i>10/9/92</i>
Board Approval: <i>Deborah Coe</i>	Date: <i>10/29/92</i>		

EXPENDITURE TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FISCAL YEAR _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORG	OBJECT CODE	CURRENT AMOUNT	REVISED AMOUNT	INCREASE (DECREASE)	SUBTOTAL	DESCRIPTION
		156	015	0700	5100			92,536		Permanent
		156	015	0700	5200			1,250		On Call
		156	015	0700	5500			25,193		Fringe
		156	015	0700	5550			14,453		Insurance
									133,432	SUBTOTAL PERSONNEL
		156	015	0700	6120			1,600		Printing
		156	015	0700	6180			1,090		Repairs and Maintenance
		156	015	0700	6230			2,145		Supplies
		156	015	0700	6310			623		Staff Training
		156	015	0700	6330			585		Local Mileage
		156	015	0700	6550			920		Drugs
		156	015	0700	7100			0		Indirect
		156	015	0700	7150			200		Telephones
		156	015	0700	7200			525		Data Processing
									7,688	SUBTOTAL, MATERIALS AND SVCS
		400						14,453		Insurance
		301						525		Data Processing
		165						200		Telephones
TOTAL EXPENDITURE CHANGE								156,298		

REVENUE TRANSACTION RB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FISCAL YEAR _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORG	REVENUE SOURCE	CURRENT AMOUNT	REVISED AMOUNT	INCREASE (DECREASE)	SUBTOTAL	DESCRIPTION
		156	015	0700	2105			141,120		Homeless Kids Grant
		400			6602			14,453		Svc Reimb from F/S
		301			6602			525		Svc Reimb from F/S
		165			6602			200		Svc Reimb from F/S
TOTAL REVENUE CHANGE								156,298		

PERSONNEL DETAIL FOR BUDGET MODIFICATION ~~B45~~ mch08

5. ANNUALIZED PERSONNEL CHANGES		Compute on a full year basis even though this action affects part of the fiscal year.			
		ANNUALIZED			
FTE	POSITION TITLE	BASE PAY	FRINGE	INSURANCE	TOTAL
0.80	Human Services Administrator	34,312	9,305	5,328	48,945
0.60	Nurse Practitioner	26,043	7,063	2,612	35,718
1.00	Community Health Nurse	33,927	9,201	5,165	48,293
0.70	LPN	15,611	4,234	2,583	22,428
1.00	Health Information Specialist 2	23,603	6,401	4,673	34,677
0.60	Office Assistant 2	10,935	2,966	2,133	16,034
	On Call Spanish Interpretations	1,984	152	67	2,203
4.70	TOTAL CHANGE (ANNUALIZED)	146,415	39,322	22,561	208,298

6. CURRENT YEAR PERSONNEL CHANGES		Calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts changed on the budget modification.			
		ANNUALIZED			
FTE	POSITION TITLE	BASE PAY	FRINGE	INSURANCE	TOTAL
0.54	HSA – November 1 Start	23,161	6,281	3,596	33,038
0.38	NP – November 15 Start	16,407	4,450	1,646	22,503
0.63	CHN – November 15 Start	21,374	5,797	3,254	30,425
0.44	LPN – November 15 Start	9,835	2,667	1,627	14,129
0.63	HIS 2 – November 15 Start	14,870	4,033	2,944	21,847
0.38	OA2 – November 1 Start	6,889	1,869	1,344	10,102
	On Call Spanish Interpretations	1,250	96	42	1,388
3.00	TOTAL CURRENT YEAR CHANGE	93,786	25,193	14,453	133,432

1. DATE ISSUED AUG 4 1992		2. FEDERAL CATALOG NO. 93.151	
3. SUPERSEDES AWARD NOTICE dated _____ except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.			
4. GRANT NO. CSH X 00351-01-0 Formerly:		5. ADMINISTRATIVE CODES CSH66	
6. PROJECT PERIOD From 08/01/92		Through 10/31/94	
7. BUDGET PERIOD From 08/01/92		Through 10/31/93	

DEPARTMENT OF
HEALTH AND HUMAN SERVICES
PUBLIC HEALTH SERVICE
2201 SIXTH AVENUE, MS RX-26
SEATTLE, WA 98121

NOTICE OF GRANT AWARD

AUTHORIZATION (Legislation/Regulations)
P. L. 100-77, Title VI, as amended.
P.L. 102-109; Appropriation 7520350.

8. TITLE OF PROJECT (OR PROGRAM) (Limit to 53 spaces) HEALTH CARE FOR HOMELESS CHILDREN			
9. GRANTEE			
a. Name Multnomah County, Dept of Human Services			
b. Organization Unit Health Services Division			
c. Street 426 SW Stark, 7th Floor			
d. City Portland	e. State OR	f. Zip 97204	

10. DIRECTOR OF PROJECT (PROGRAM OR CENTER DIRECTOR, COORDINATOR OR PRINCIPAL INVESTIGATOR)		
NAME	Odegaard,	Billi
Last	First	Initial
ADDRESS: SAME AS ITEM #9.		

11. APPROVED BUDGET	
<input type="checkbox"/> Grant Funds Only	
<input checked="" type="checkbox"/> Total project costs including grant funds and all other financial participation	
a. Personal Service	\$ 187,100
b. Fringe Benefits	78,996
c. Consultants	0
d. Travel	1,170
e. Equipment	0
f. Supplies	5,460
g. Contractual	0
h. Patient Care	0
i. Construction (A&R)	0
j. Trainee Costs	0
k. Other	12,800
l. TOTAL DIRECT COSTS	\$ 285,526
m. Indirect Costs	29,152
(Rate % of S&W/TACD)	
n. TOTAL APPROVED BUDGET	\$ 314,678
o. Federal Share	\$ 300,000
p. Non-Federal Share*	\$ 14,678
*Must meet all matching or cost participation requirements. Subject to adjustment in accordance with PHS policy.	

12. AWARD COMPUTATION FOR GRANT	
a. Amount of PHS Financial Assistance (from 11.o)	\$ 300,000
b. Less Unobligated Balance From Prior Budget Periods	\$
c. Less Cumulative Prior Award(s) This Budget Period	\$
d. AMOUNT OF THIS ACTION	\$ 300,000

13. RECOMMENDED FUTURE SUPPORT (subject to the availability of funds and satisfactory progress of the project).			
BUDGET YEAR	TOTAL DIRECT COSTS	BUDGET YEAR	TOTAL DIRECT COSTS
a. 02	\$300,000	e.	
b.		f.	
c.		g.	
d.			

14. APPROVED DIRECT ASSISTANCE BUDGET (IN LIEU OF CASH)	
a. Personal Services	\$
b. Travel	
c. Vaccine	
d. Other	
e. TOTAL DIRECT ASSISTANCE	\$ 0

15. PROGRAM INCOME SUBJECT TO 45 CFR 74.42 SHALL BE:			
a. <input type="checkbox"/> Used to further the objectives of the legislation under which the grant was made.	b. <input type="checkbox"/> Deducted from total project costs for the purpose of determining the net costs on which the Federal share of costs shall be based.	c. <input checked="" type="checkbox"/> Other - See Special Conditions	d. <input type="checkbox"/> NA

16. THIS GRANT IS SUBJECT OF THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
a. The grant program legislation cited above.	d. PHS Grants Policy Statement in effect as of the beginning date of the budget period.
b. The grant program regulations cited above.	e. 45 CFR Part 74.
c. This award notice including terms and conditions, if any, noted below under Remarks.	

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail.

Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms & Conditions Attached- ☒ Yes ☐ No)

This action approves the application submitted 04/30/92 as amended by the budget revision submitted 07/31/92.

AGENCY OFFICIAL: (Signature, Name and Title) James B. Tipton, Director, Office of Grants Management, PHS, Region X				
17. PHS LIST NO. 92-035 FY - CAN	OBJ. CLASS 41.51 DOCUMENT NO. 03CSHX00351A	18. CRS - EIN 1-36002309A2 4965 SECONDARY ADM	19. ORGANIZATION DESCRIPTORS: AMT ACTION FIN ASST AMT ACTION DIR ASST	
20. a. 2-3100880	b. 03CSHX00351A	c.	d. \$300,000	e.
21. a.	b.	c.	d.	e.
22. a.	b.	c.	d.	e.



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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Bill Odegaard, Director
Health Department

FROM: Thomas Fronk
Health Department

DATE: October 6, 1992

SUBJECT: Recommendation to Approve a Modification to the
Health Department Budget

RECOMMENDATION: That the Board of County Commissioners consider and approve budget modification MCHD 8, increasing appropriations to reflect the receipt of a grant for Health Services for Children at risk of homelessness.

ANALYSIS AND BACKGROUND: The Board this summer approved a Notice of Intent prepared by the Health Department. This authorized the Department to apply for Federal (Public Health Service) funding for services targeting Homeless Children.

While this community's homeless children problem is not as severe as competing communities, the grant application was successful. The grant award, \$300,000 for the initial 15 month period, will fund expanded evening hours dedicated to Hispanic families at risk of homelessness. Clinic capacity will be expanded at the North East and East County Health Centers. The grant funds a health care provider, nursing time, support staff, a project coordinator, and outreach services into the Hispanic community.

This grant returns Indirect Cost recovery to the County. However, the Indirect Costs have already been budgeted as part of the Department's September cut package (Budget Modification MCHD 7).

BUDGET MODIFICATION NO. DSS 26

(For Clerk's Use) Meeting Date OCT 29 1992
Agenda No. R-11

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT: Social Services DIVISIONS: JJD & MHYFSD

CONTACT: Marie Eighmey TELEPHONE: 248-3550

*NAME OF PERSON MAKING PRESENTATION TO BOARD: Harold Ogburn / Gary Smith

SUGGESTED AGENDA TITLE: Budget Modification DSS # 26 adds Title XIX funding to the Juvenile Justice Division and the Mental Health Youth & Family Services Division to support medicaid services to juveniles in JJD's Assessment/Intervention/Transition program.

(Estimated Time Needed On The Agenda)

2. DESCRIPTION OF MODIFICATION:

{X} PERSONNEL CHANGES.

This budget modification adds the following staff and services;

To the Juvenile Justice Division - two mental health consultants, and funding for printing, staff training, telephone and building management, for a total of \$74,867.

To Mental Health Youth & Family Services Division - a half-time mental health clinicial supervisor, records technician, billing clerk and quarter-time office assistant; funding for printing, operational supplies, training, travel, telephone and building management and for a personal computer, for a total of \$90,721.

The modification also replaces \$245,867 state CSD GRIT revenue with Title XIX revenue for partial funding of JJD's A.I.T. program.

3. REVENUE IMPACT: Adds \$320,734 Title XIX to JJD and \$90,721 to MHYFSD; reduces CSD GRIT in JJD by (\$245,867); increases F/S service reimbursement to Insurance by \$10,984 and to Telephone by \$750; increases service reimbursement to F/S by \$16,425.

4. CONTINGENCY STATUS: N/A.

Originated By	Date	Department Manager	Date
x <u>Harold Ogburn</u>	<u>10-7-92</u>	<u>Gary Nakadur</u>	<u>10/12/92</u>
x <u>Susan Clark</u>	<u>10/8/92</u>		
Budget Analyst	Date	Personnel Analyst	Date
<u>William J. ...</u>	<u>10/19/92</u>	<u>Chloras</u>	<u>10/15/92</u>
Board Approval			
<u>Deborah L. Gousto</u>	<u>10/29/92</u>		

ME/bdmdlmed.sep

CLERK OF
COUNTY COMMISSIONERS
1992 OCT 20 AM 8:36
MULTNOMAH COUNTY
OREGON

EXPENDITURE

BUD MOD DSS # 26

PAGE 1

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORGANI- ZATION	ACTIVITY	REPORT 'G CATEGORY	OBJECT	CURRENT AMOUNT	REVISED AMOUNT	CHANGE	SUB- TOTAL	DESCRIPTION
156		010		2510			5100			46,800		Inc Permanent.
156		010		2510			5500			12,692		Inc Fringe.
156		010		2510			5550			7,328		Inc Insurance.
											66,820	SUBTOTAL Org 2510, PS
156		010		2510			7100			7,751		Inc Indirect Cost.
											7,751	SUBTOTAL Org 2510, MS
											74,571	TOTAL ORG 2510.
156		010		2540			6120			500		Inc Printing.
156		010		2540			6230			1,600		Inc Supplies.
156		010		2540			6310			3,500		Inc Educ/Training.
156		010		2540			7100			933		Inc Indirect Cost.
156		010		2540			7150			300		Inc Telephone.
156		010		2540			7400			2,147		Inc Bldg Management.
											8,980	SUBTOTAL Org 2540, PS
											8,980	TOTAL ORG 2540.
											83,551	TOTAL, JJO.
156		010		1100			5100			9,082		Inc Permanent.
156		010		1100			5500			2,463		Inc Fringe.
156		010		1100			5550			759		Inc Insurance.
											12,304	SUBTOTAL Org 1100, PS
156		010		1100			6230			734		Inc Supplies.
156		010		1100			7100			1,660		Inc Indirect Costs.
156		010		1100			7150			150		Inc Telephone.
156		010		1100			7400			1,120		Inc Bldg Mgmt.
											3,664	SUBTOTAL Org 1100, MS
											15,968	TOTAL ORG 1100.
156		010		1375			5100			31,513		Inc Permanent.
156		010		1375			5500			8,546		Inc Fringe.
156		010		1375			5550			2,897		Inc Insurance.
											42,956	SUBTOTAL Org 1375, PS
156		010		1375			6060			23,400		Inc Pass Thru Payments.
156		010		1375			6120			100		Inc Printing.
156		010		1375			6230			3,336		Inc Supplies.
156		010		1375			6310			500		Inc Educ/Training.
156		010		1375			6330			1,204		Inc Local Travel.
156		010		1375			7100			6,081		Inc Indirect costs.
156		010		1375			7150			300		Inc Telephone.
156		010		1375			7300			375		Inc Motor Pool.
156		010		1375			7400			2,242		Inc Bldg Mgmt.
											37,538	SUBTOTAL Org 1375, MS

EXPENDITURE

BUD MOD DSS # 26

PAGE 1

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORGANI- ZATION	ACTIVITY	REPORT 'G CATEGORY	OBJECT	CURRENT AMOUNT	REVISED AMOUNT	CHANGE	SUB- TOTAL	DESCRIPTION
		156	010	1375			8400			2,000		Inc Equipment.
											2,000	SUBTOTAL Org 1375, CO
											82,494	TOTAL ORG 1375.
											98,462	TOTAL, MHYFSD.
		400	040	7531			6520			10,984	10,984	INSURANCE FUND.
		402	030	7990			6140			750	750	TELEPHONE FUND.
		100	010	0106			7608			16,425	16,425	CASH TRANSFER TO F/S.
											\$210,172	TOTAL EXPENSE

TRANSACTION RB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

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DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORGANI- ZATION	ACTIVITY	REPORT 'G CATEGORY	REVENUE SOURCE	CURRENT AMOUNT	REVISED AMOUNT	CHANGE	SUB- TOTAL	DESCRIPTION
		156	010	2510			2319			(245,867)		CSD GRIT
		156	010	2510			2603			312,687		TITLE XIX
		156	010	2510			7601			7,751		COUNTY G/F
		156	010	2540			2603			8,047		TITLE XIX
		156	010	2540			7601			933		COUNTY G/F
											83,551	TOTAL, JJD.
		156	010	1100			2603			14,308		TITLE XIX
		156	010	1100			7601			1,660		COUNTY G/F
		156	010	1375			2603			76,413		TITLE XIX
		156	010	1375			7601			6,081		COUNTY G/F
											98,462	TOTAL, MHYFSD.
		400	040	7531			6602			10,984	10,984	SVC REIMB F/S TO INS.
		402	030	7990			6602			750	750	SVC REIMB F/S TO TELE.
		100	010	0106			6600			16,425	16,425	SVC REIMB TO F/S BY C/GF.
											\$210,172	TOTAL REVENUE

PERSONNEL DETAIL FOR BUD MOD NO. DS 26

5. ANNUALIZED PERSONNEL CHANGES:

FTE		BASE PAY	FRINGE	INSURANCE	TOTAL
	JJD, ORG 2510:				
1.00	Mental Health Consultant	31,800	8,624	4,920	45,344
1.00	Mental Health Consultant	31,800	8,624	4,920	45,344
2.00	TOTAL, JJD	63,600	17,248	9,840	90,688
	MHYFSD, ORG 1100:				
0.50	Billing Clerk	12,351	3,350	2,354	18,055
	MHYFSD, ORG 1375:				
0.50	Mntl Hlth Clinical Sup	24,398	6,617	2,715	33,730
0.50	Clinical Records Tech	12,465	3,381	2,357	18,203
0.25	Office Asst 2	4,907	1,331	1,139	7,377
1.75	TOTAL, MHYFSD.	\$54,121	\$14,679	\$8,565	\$77,365

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES:

FTE	EXPLANATION OF CHANGE	BASE PAY	FRINGE	INSURANCE	TOTAL
	JJD, ORG 2510:				
0.7500	Mental Health Consultant	23,400	6,346	3,664	\$33,410
0.7500	Mental Health Consultant	23,400	6,346	3,664	\$33,410
1.5000	JJD TOTAL	\$46,800	\$12,692	\$7,328	\$66,820
	MHYFSD, ORG 1100:				
0.3750	Billing Clerk	9,082	2,463	759	\$12,304
	MHYFSD, ORG 1375:				
0.3750	Mntl Hlth Clinical Sup	18,702	5,072	1,545	\$25,319
0.3750	Clinical Records Tech	9,163	2,485	1,189	\$12,837
0.1875	Office Asst 2	3,648	989	163	\$4,800
1.3125	MHYFSD TOTAL	\$40,595	\$11,009	\$3,656	\$55,260



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

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: Gladys McCoy
Multnomah County Chair

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

FROM: Harold Ogburn *Harold Ogburn*
Director, Juvenile Justice Division

Gary Smith *GS*
Director, Mental Health Youth & Family Svcs

DATE: October 6, 1992

SUBJECT: Budget Modification DSS # 26, To Add Title XIX Medicaid Revenue To
The Juvenile Justice Division And The Mental Health Youth & Family
Services Division

RECOMMENDATION: The Juvenile Justice Division and the Mental Health Youth & Family Services Division recommend Board of County Commissioners' approval of a budget modification to add \$320,734 Title XIX revenue to the Juvenile Justice Division (JJD) and \$90,721 Title XIX revenue to the Mental Health Youth & Family Services Division (MHYFSD).

BACKGROUND/ANALYSIS: This budget modification supports the interdivisional agreement between JJD and MHYFSD, which was signed September 28 and discussed before the Board of County Commissioners September 29, 1992.

Of the \$320,734 JJD Title XIX revenue, \$245,867 replaces CSD GRIT revenue. (The GRIT revenue has been reprogrammed for additional contractual services and used as a portion of the matching funds for the Title XIX dollars). The remaining \$74,867 provides nine months of funding for two Mental Health Consultant positions and associated operating expense.

MHYFSD's \$90,721 provides nine months of funding for four part-time staff, consisting of a Mental Health Clinical Supervisor, a Clinical Records Technician, an Office Assistant 2 and a billing clerk. (MHYFSD will handle the billing of services, eligible for medicaid reimbursement, for both divisions). The total also funds \$23,400 of psychiatrist's services, operating expenses and the purchase of computer equipment.

By former Board decision-making, the County covers the total \$16,425 Indirect Cost associated with this incoming revenue.