

# ANNOTATED MINUTES

Tuesday, April 22, 1997 - 9:30 AM  
Portland Building, Second Floor Auditorium  
1120 SW Fifth Avenue, Portland

## BOARD BRIEFING

*Chair Beverly Stein convened the meeting at 9:35 a.m., with Commissioners Sharron Kelley and Tanya Collier present, and Vice-Chair Gary Hansen and Commissioner Dan Saltzman excused.*

B-1 Discussion on County Activities in Workforce, Including an Update on the Review of the Intergovernmental Agreement Between Multnomah County, the City of Portland, Washington County, and the Private Industry Council; and an Update on the Internal Assessment of Workforce Activities in County Departments. Presented by Melinda Petersen, Mimi Maduro, Joanne Fuller and Other Staff.

***MELINDA PETERSON, JOHN BALL AND MIMI MADURO PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.***

*There being no further business, the meeting was adjourned at 10:05 a.m.*

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Tuesday, April 22, 1997 - 3:00 PM  
Portland Building, Second Floor Conference Room B  
1120 SW Fifth Avenue, Portland

## CITIES/COUNTY JOINT MEETING

*Chair Beverly Stein convened the meeting at 3:10 p.m., with County Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present, and Vice-Chair Gary Hansen excused; Portland Mayor Vera Katz and Commissioners Gretchen Kafoury, Charlie Hales, Erik Sten and Jim Francesconi present; and Gresham Mayor Gussie McRoberts; Troutdale Mayor Paul Thalhoffer; Fairview Commissioner Len Edwards, Wood Village Mayor Don Robertson, District Attorney Michael Schrunk, Sheriff Dan Noelle, Auditors Gary Blackmer and Barbara Clark, and a representative of Senator John Lim present.*

JM-1 The Multnomah Board of County Commissioners and Portland City Council Will Hold a Joint Informal Briefing to Discuss Whether to Move Forward With a Process to Evaluate and Consider City-County Consolidation. Discussion Will Include Functional Areas for Consolidation, a Threshold Study to Analyze Consolidation Issues, Legislative Changes Needed to Aid Consolidation Process and a Timeline for Making a Decision on Initiating the Formal Consolidation Process.

***ELECTED OFFICIALS BEVERLY STEIN, VERA KATZ, SHARRON KELLEY, DAN SALTZMAN, TANYA COLLIER, CHARLIE HALES, DAN NOELLE, GUSSIE MCROBERTS; JIM FRANCESCONI; PAUL THALHOFER, ERIK STEN, LEN EDWARDS, GRETCHEN KAFOURY, DON ROBERTSON, AND COUNTY STAFF ASSISTANT CAROL FORD, REPRESENTATIVE FROM SENATOR JOHN LIM, AND DEPUTY COUNTY COUNSEL SANDRA DUFFY DISCUSSION OF ISSUES INCLUDING: DRAFT RESOLUTION OF INTENT; THRESHOLD STUDY; FUNCTIONAL CONSOLIDATION WORKPLAN, PROPOSALS FOR PROCESS AND TIMELINE FOR IMPLEMENTATION; NEED FOR EAST COUNTY COLLABORATION; MEASURE 5 COMPRESSION; OPTION FOR GRESHAM TO JOIN CLACKAMAS COUNTY; TAX SUPERVISING AND CONSERVATION COMMISSION; CHARTER REVIEW COMMITTEE; TRANSPORTATION; PUBLIC SAFETY; EAST COUNTY CONCERNS; URBAN LAND USE PLANNING; AND OPTIONS FOR LEGISLATIVE CHANGES.***

***BY CONSENSUS, LETTER/PROPOSAL TO BE SENT TO SENATOR JOHN LIM REQUESTING MODIFICATIONS TO THE LAW GOVERNING CITY-COUNTY CONSOLIDATION, INCLUDING CREATION OF A CHARTER COMMISSION AND ALLOW CITIES THAT OPT OUT OF ANY FUTURE CONSOLIDATION TO ANNEX TO THE URBAN RESERVES DESIGNATED TO THEM BY METRO. BY CONSENSUS, SERVICE FUNCTIONS IDENTIFIED; SMALL PROJECT TEAMS OF ELECTED OFFICIALS AND CITY AND COUNTY STAFF FORMED TO EXPLORE CONSOLIDATION***

**OPTIONS; AND A MEMO REGARDING FUNCTIONAL AREAS TO CONSIDER FOR CONSOLIDATION, INCLUDING A LIST OF FUNCTIONS BEING CONSIDERED, THE TIMELINE, AND THE PROJECT TEAMS, TO BE DISTRIBUTED PRIOR TO MAY 15, 1997. RESOLUTION OF INTENT TO BE CONSIDERED FOR FORMAL ADOPTION ON MAY 15, 1997. CITIZEN CONSOLIDATION TASK FORCE APPOINTED BY JULY 1, 1997 TO OVERSEE THE THRESHOLD STUDY AND MAKE RECOMMENDATIONS TO THE BOARD AND CITY COUNCIL BY JANUARY 5, 1998 ON WHETHER TO PURSUE CONSOLIDATION.**

*There being no further business, the meeting was adjourned at 4:50 p.m.*

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Thursday, April 24, 1997 - 9:30 AM  
Portland Building, Second Floor Auditorium  
1120 SW Fifth Avenue, Portland

## **REGULAR MEETING**

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

**IN RECOGNITION OF "BRING OUR DAUGHTERS TO WORK DAY", ASSISTANT COUNTY COUNSEL JACQUIE WEBER INTRODUCED HER SON AND DEPUTY DISTRICT ATTORNEY HELEN SMITH INTRODUCED HER DAUGHTER.**

## **CONSENT CALENDAR**

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-8) WAS UNANIMOUSLY APPROVED.**

## **DEPARTMENT OF SUPPORT SERVICES**

- C-1 Budget Modification DSS 4 Reclassifying a Vacant Position from an OA2 to a Risk Management Technician within the Risk Management Division to Reflect More Accurately the Duties of the Position and to Allow More Effective Use of Other Staff Resources
- C-2 Amendment 1 to Intergovernmental Agreement 500097 with the State of Oregon, Department of Consumer and Business Services, Reflecting Increased Grant Funding for the Worksite Redesign Project at Animal Control
- C-3 Budget Modification DSS 5 Appropriating a Grant from the State of Oregon, Department of Consumer and Business Services and Appropriating a Ten Percent Match from the Risk Management Division, for the Worksite Redesign Project at Animal Control

#### **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-4 Intergovernmental Revenue Agreement 103677 with the Housing Authority of Portland, Providing \$280,087 Federal Housing and Urban Development Funds for the Purchase of Transitional Housing for Low Income Homeless Women at the Jean's Place Transitional Housing Facility, for the Period April 1, 1997 through March 31, 2000

#### **DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-5 ORDER Authorizing Execution of Deed D971428A Upon Complete Performance of a Contract to Bobby J. Moore

#### ***ORDER 97-73.***

- C-6 ORDER Authorizing Execution of Deed D971477 Upon Complete Performance of a Contract to Mary Paris

#### ***ORDER 97-74.***

- C-7 ORDER Authorizing Execution of Deed D971478 Upon Complete Performance of a Contract to Janice C. O'Neal

#### ***ORDER 97-75.***

- C-8 ORDER Authorizing Execution of Deed D971479 Upon Complete Performance of a Contract to Ha To Ha

**ORDER 97-76.**

**REGULAR AGENDA**  
**PUBLIC COMMENT**

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

***NO ONE WISHED TO COMMENT.***

**NON-DEPARTMENTAL**

***CHAIR STEIN ADVISED R-2 WOULD BE DELAYED PENDING ARRIVAL OF PRESENTER CHET ORLOFF.***

R-3 RESOLUTION Supporting County Efforts to Promote, Improve and Maintain High Standards of Clean Air Quality

***COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-3. COMMISSIONER SALTZMAN AND NINA DECONCINI AND GREG GREEN FROM THE DEPARTMENT OF ENVIRONMENTAL QUALITY EXPLANATION. RESOLUTION 97-77 UNANIMOUSLY APPROVED.***

**SHERIFF'S OFFICE**

R-4 Intergovernmental Agreement 801007 with the City of Portland, Providing Automatic Fingerprint Identification Systems, LIVESCAN Photography, and Other Services to Identify Individuals Arrested for Crimes for Fiscal Year 1996-97

***CHAIR STEIN ADVISED THE SHERIFF'S OFFICE REQUESTS REMOVAL OF THIS AGREEMENT FROM BOARD CONSIDERATION. IN RESPONSE TO A QUESTION OF COMMISSIONER COLLIER, CHAIR STEIN ADVISED THE PARLIAMENTARY ACTION WOULD BE TO APPROVE A MOTION TO POSTPONE THE ITEM INDEFINITELY. UPON MOTION OF COMMISSIONER KELLEY, SECONDED***

**BY COMMISSIONER SALTZMAN, R-4 WAS UNANIMOUSLY POSTPONED INDEFINITELY.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

R-5 RESOLUTION Certifying an Estimate of Expenditures for the Fiscal Year 1997-98 Property Tax Program in Accordance with House Bill 2338

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-5. CHAIR STEIN, KATHY TUNEBERG, BOB ELLIS AND LARRY NICHOLAS EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION OF BUDGET AND STATUTORY COMPLIANCE IMPACT TO COUNTY ASSESSMENT AND TAXATION AND PROPERTY APPRAISAL DIVISION RESULTING FROM VARIOUS PROPOSED STATE LEGISLATION, INCLUDING MEASURES 50 AND 47, AND THE COUNTY DIVISION'S APPRAISAL PROCESS IMPROVEMENT EFFORTS. CHAIR STEIN COMMENTS IN APPRECIATION OF THE COST-EFFECTIVENESS AND PROCESS IMPROVEMENT EFFORTS OF ALL ASSESSMENT AND TAXATION AND APPRAISAL STAFF. COMMISSIONERS KELLEY AND HANSEN COMMENTED IN APPRECIATION. RESOLUTION 97-78 UNANIMOUSLY APPROVED.**

**NON-DEPARTMENTAL**

R-2 Presentation by Chet Orloff, Executive Director of the Oregon Historical Society, Regarding the Lewis and Clark Bicentennial Celebration.

**CHET ORLOFF PRESENTATION AND RESPONSE TO BOARD QUESTIONS. COMMISSIONER COLLIER SUGGESTED THE SOCIETY CONTACT THE NATIONAL ASSOCIATION OF COUNTIES TO ASSIST WITH COORDINATION OF THE BICENTENNIAL CELEBRATION ACTIVITIES.**

*There being no further business, the regular meeting was adjourned and the briefing convened at 10:30 a.m.*

Thursday, April 24, 1997 - 10:00 AM  
Portland Building, Second Floor Auditorium  
1120 SW Fifth Avenue, Portland

## **BOARD BRIEFING**

- B-2 Discussion and Request for Policy Direction Concerning Multnomah County's Local Criteria to Respond to the State Mental Health and Developmental Services Division Request for Proposals to Provide Managed Mental Health Services Under the Oregon Health Plan. Presented by Lorenzo Poe, Howard Klink, Judy Robison and Floyd Martinez.

***LOLENZO POE AND JUDY ROBISON  
PRESENTATION. COMMISSIONERS HANSEN  
AND COLLIER COMMENTS IN APPRECIATION  
OF MS. ROBISON'S EFFORTS.***

*There being no further business, the meeting was adjourned at 10:37 a.m.*

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

*Deborah L. Bogstad*



**MULTNOMAH COUNTY OREGON**

**BOARD CLERK**

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

**BOARD OF COUNTY COMMISSIONERS**

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

MEETINGS OF THE MULTNOMAH  
COUNTY  
BOARD OF COMMISSIONERS

**AGENDA**

FOR THE WEEK OF  
**APRIL 21, 1997 - APRIL 25, 1997**

- Tuesday, April 22, 1997 - 9:30 AM - Board Briefing ..... Page 2
- Tuesday, April 22, 1997 - 3:00 PM - Cities/County Joint Meeting ..... Page 2
- Thursday, April 24, 1997 - 9:30 AM - Regular Meeting ..... Page 2
- Thursday, April 24, 1997 - 10:00 AM - Board Briefing..... Page 4

Thursday Meetings of the Multnomah County Board of Commissioners are \*cable-cast\* live and taped and can be seen by Cable subscribers in Multnomah County at the following times:

- Thursday, 9:30 AM, (LIVE) Channel 30
- Friday, 10:00 PM, Channel 30
- Sunday, 1:00 PM, Channel 30

\*Produced through Multnomah Community Television\*

INDIVIDUALS WITH DISABILITIES MAY CALL THE BOARD CLERK AT (503) 248-3277, OR MULTNOMAH COUNTY TDD PHONE (503) 248-5040, FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.

AN EQUAL OPPORTUNITY EMPLOYER

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Tuesday, April 22, 1997 - 3:00 PM  
Portland Building, Second Floor Conference Room B  
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**CITIES/COUNTY JOINT MEETING**

- JM-1 The Multnomah Board of County Commissioners and Portland City Council Will Hold a Joint Informal Briefing to Discuss Whether to Move Forward With a Process to Evaluate and Consider City-County Consolidation. Discussion Will Include Functional Areas for Consolidation, a Threshold Study to Analyze Consolidation Issues, Legislative Changes Needed to Aid Consolidation Process and a Timeline for Making a Decision on Initiating the Formal Consolidation Process. 2 HOURS REQUESTED.
- 

Thursday, April 24, 1997 - 9:30 AM  
Portland Building, Second Floor Auditorium  
1120 SW Fifth Avenue, Portland

**REGULAR MEETING**

**CONSENT CALENDAR**

**DEPARTMENT OF SUPPORT SERVICES**

- C-1 Budget Modification DSS 4 Reclassifying a Vacant Position from an OA2 to a Risk Management Technician within the Risk Management Division

to Reflect More Accurately the Duties of the Position and to Allow More Effective Use of Other Staff Resources

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## **DEPARTMENT OF ENVIRONMENTAL SERVICES**

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Thursday, April 24, 1997 - 10:00 AM  
**(OR IMMEDIATELY FOLLOWING REGULAR MEETING)**  
Portland Building, Second Floor Auditorium  
1120 SW Fifth Avenue, Portland

## **BOARD BRIEFING**

- B-2 Discussion and Request for Policy Direction Concerning Multnomah County's Local Criteria to Respond to the State Mental Health and Developmental Services Division Request for Proposals to Provide Managed Mental Health Services Under the Oregon Health Plan. Presented by Lorenzo Poe, Howard Klink, Judy Robison and Floyd Martinez. 30 MINUTES REQUESTED.

BUDGET MODIFICATION NO.

DSS04

(For Clerk's Use) Meeting Date APR 24 1997

Agenda No. C-1

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

(Date)

DEPARTMENT DSS

DIVISION Risk Management

CONTACT Jean Miley

TELEPHO 248-3882

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Jean Miley

SUGGESTED

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

Budget modification to reclassify one position.

(Estimated Time Needed on the Agenda)

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

Personnel changes are shown in detail on the attached sheet

This modification reclassifies a vacant position from an OA2 to a Risk Management Technician to reflect more accurately the duties of the position and to allow more effective use of other staff resources.

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

None

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 APR 14 AM 11:00

4. CONTINGENCY STATUS (to be completed by Budget & Quality)

Fund Contingency before this modification \_\_\_\_\_

Date

After this modification

Originated By Jean Miley Date 4/10/97

Department Director Pickie S. Gates Date 4/10/97

Plan/Budget Analyst Madon E. Per Date 4/14/97

Employee Services Dorothy Newberry Date 4/10/97

Board Approval Wendell C. Boasted Date 4/24/97



# MEMORANDUM

TO: *Board of County Commissioners*

FROM: *Jean Miley, Risk Manager*

DATE: *April 14, 1997*

RE: *Budget Modification for Reclassification of One Position*

I. *Recommendation/Action Requested:*

*Approval to reclassify a vacant position from an Office Assistant 2 (OA2) to a Risk Management Technician.*

II. *Background/Analysis:*

*In last year's budget we created an OA2 position. Since then, we have determined that the work needing done is at a higher classification than the OA2 position presently vacant.*

III. *Financial Impact:*

*This year the salary savings will pay for the difference in the two salaries. In the FY 97-98 budget, a reduction in contracted claims administrative services will provide funding for the increase in cost of the position.*

IV. *Legal Issues:*

*None.*

V. *Controversial Issues:*

*None.*

VI. *Link to Current County Policies:*

*Appropriate use of staff to manage County risks.*

VII. Citizen Participation:

*This reclassification was not anticipated at the time the 1996-97 budget was being prepared, and therefore was not discussed with the Citizen Budget Advisory Committee.*

VIII. Other Government Participation:

*None.*

# REQUEST TO CREATE/RECLASSIFY A POSITION

1. List the proposed duties of the position (please do not copy from the class specification):
- a. Screen and triage workers' compensation claims to be sure that the claims are complete, accurate and clear; confer with County supervisors, employees and department contact people to obtain necessary information; prepare transmittal materials and forward claim to third-party claims administrator.
  - b. Calculate supplemental pay for eligible workers' compensation claimants.
  - c. Answer questions (research if necessary) regarding County workers' compensation policies and procedures from County supervisors and employees; answer basic questions from same regarding State worker's compensation statutes.
  - d. Coordinate collection of data (from Payroll) and complete application for reimbursement from the State for appropriate modified duty return to work expenditures, in accordance with EAIP program regulations.
  - e. Read medical reports related to workers' compensation claims; file all records associated with claims in claim files; respond to basic questions associated with these files as appropriate.
  - f. Maintain OSHA 200 logs on computer spreadsheet, log in new claims, track time loss, complete OSHA 200 report at year end; prepare and transmit work-site reports for all work sites; send to all County departments; prepare annual report for State.
  - g. Maintain files for workers' compensation claims; archive as necessary; work with County Records Section to ensure compliance with State requirements and Risk Management operational needs.
  - h. Research, analyze, compile, and summarize information and data for risk management projects.
  - i. Conduct Risk Management training sessions in areas of expertise.
  - j. Perform administrative duties for Risk Management such as payroll, letter preparation, phones, ordering supplies, bill paying and related activities.
  - k. Serve on committees and act as a representative of and liaison to Risk Management; coordinate work-related activities with the public or outside agencies.
  - l. Provide back-up in the absence of Workers' Compensation Specialist for vacation, illness, etc.

Use the reverse side or attached additional sheets, if needed.

2. State the proposed classification title:

Risk Management Technician/Specialist

3. Is this a new position?  Yes  No

4. If this is an existing position, state the name of the incumbent:

vacant OA 2 position

5. Proposed effective date of change: April 1, 1997

Hiring Manager: Jean Miley, Risk Manager

Date: 3/24/97

Department/Division: DSS/Risk Management

\*\*\*\*\*  
**EMPLOYEE SERVICES DIVISION USE ONLY:**

- Action:  Approved as submitted.  
 Approved for classification title.  
 Denied (for Reclassification Requests only).

Analyst Name: Donald H. Harkley

Date: 4/10/97





# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500097  
Amendment # 1

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-2</u> DATE <u>4/24/97</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>
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Department DSS Division Risk Mgmt. Date 4-9-97  
 Contract Originator Jean Miley Phone X83882 Bldg/Room 106/1430  
 Administrative Contact Helen Smith Phone X65851 Bldg/Room 106/1430  
 Description of Contract Worksite redesign project - Animal Control.  
This amendement increases grant amount.

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

Contractor Name Department of Consumer and Business Services  
 Mailing Address Oregon Occupational Safety + Health Division (OR-OSHA)  
350 Winter St. NE, Rm. 430, Salem, OR  
97310 Phone (503) 378-3272  
 Remittance Address \_\_\_\_\_ (If Different) \_\_\_\_\_  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date 4-1-97  
 Termination Date 9-30-97  
 Original Contract Amount \$ 15,000  
 Total Amount of Previous Amendments \$ 0  
 Amount of Amendment \$ 34,768  
 Total Amount of Agreement \$ 49,768

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 Jean Miley, Vickie S. Gibbs Encumber: Yes  No   
 Purchasing Director \_\_\_\_\_ Date 4/9/97  
 (Class II Contracts Only) \_\_\_\_\_ Date \_\_\_\_\_  
 County Counsel Matthew O. Ryan Date 4/14/97  
 County Chair / Sheriff Wally Dean Date April 24, 1997  
 Contract Administration \_\_\_\_\_ Date \_\_\_\_\_  
 (Class I, Class II Contracts Only)

VENDOR CODE		VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	400	070	7860			6110					
02.	400	070	7860			6230					
03.	400	070	7860			8400					

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

**EXHIBIT B**  
**Modified as of April 9, 1997**  
Grant Expenditures/Disbursements,  
Amount of Grant, and Grantee Cash Contribution

This agreement, designated number 002, between the Department of Consumer and Business Services and Multnomah County, Oregon, provides for expenditures specified in Form C of the Worksite Redesign Project Application as follows:

**Project Title: Redesign of Animal Shelter Animal Disposal Process**

Category of Expenditure	Estimated Grant Expenditures/Disbursement by Quarter				Totals
	First	Second	Third	Fourth	
1. Consultant fees	\$ 2,385.16*	\$2,202.00	\$702.50	\$ 1,000.00	\$ 6,289.66
2. Contractual	---	---	---	---	---
3. Equipment purchase	\$12,000.00	---	---	\$37,008.00	\$49,008.00
4. Construction	---	---	---	---	---
5. Other (specify) Fabrication/Installations	---	---	---	---	---
<b>Project Totals</b>	<b>\$14,385.16</b>	<b>\$2,202.00</b>	<b>\$702.50</b>	<b>\$38,008.00</b>	<b>\$55,297.66</b>
Department Contribution (90%)	\$12,946.64	\$1,982.00	\$632.25	\$34,207.00	\$49,767.89
Grantee Contributions (10%)	\$ 1,438.52	\$ 220.00	\$ 70.25	\$ 3,801.00	\$ 5,529.77

\*Cost incurred while preparing the application (\$2,614.84) were deducted

Total Grant Award (Department contribution)	\$49,767.89
Total Grantee Contribution (10% of \$55,297.66 total)	\$ 5,529.77

\_\_\_\_\_  
Department Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department authorization

\_\_\_\_\_  
Date

*Sidnie S. Gales*  
\_\_\_\_\_  
Grantee

*4/10/97*  
\_\_\_\_\_  
Date

WRP Agreement 95-97-002, page 8

*Beverly Stein*  
\_\_\_\_\_  
Beverly Stein, County Chair

4/24/97

**REVIEWED**

By *[Signature]*  
\_\_\_\_\_  
MULTNOMAH COUNTY COUNSEL

Signed - Final

**Department of Consumer and Business Services**

**WORKSITE REDESIGN PROJECT AGREEMENT**  
**Biennium 1995-97**



**Contractual Agreement**  
**between**

**Department of Consumer and Business Services**

**and**

**Multnomah County, Oregon**

**Contract Number**  
**95/97-002**

**WORKSITE REDESIGN PROJECT AGREEMENT**  
**Contractual Agreement - Biennium 1995-97**

**Part I**

This agreement, designated number 95/97-002, consisting of this Part I, including Exhibit A, Statement of Work; Exhibit B, Grant Expenditures/Disbursements, Amount of Grant, and Applicant Cash Contribution; Exhibit C, Quarterly and Final Report; and the General Provisions For Grant Agreements taken from Section III of the Worksite Redesign Project Grant Application Packet hereto attached as Part II, is agreed to by the Department of Consumer and Business Services, hereinafter referred to as the DEPARTMENT, and Multnomah County, Oregon, hereinafter referred to as the GRANTEE.

***Section 1. Statement Of Purpose***

The Legislature has approved funding to preclude the recurrence of on-the-job injuries. The purpose of this agreement is to engage the GRANTEE to undertake a project which will further this goal, to participate in the departmental evaluation of the project, and to perform the work specified in Exhibit A, Statement of Work.

***Section 2. Statement Of Work***

The GRANTEE agrees to undertake, perform and complete the activities more specifically described in Exhibit A, which is hereto attached and incorporated herein by reference, in accordance with the terms and conditions of this agreement.

***Section 3. Independent Contractor***

- a. The DEPARTMENT and GRANTEE shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and PERS contributions.
- b. The GRANTEE shall perform the work required by this agreement as an independent contractor.
- c. DEPARTMENT and GRANTEE each shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.
- d. Although DEPARTMENT reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, DEPARTMENT cannot and will not control the means or manner of the GRANTEE's performance. The GRANTEE is responsible for determining the appropriate means and manner of performing the work.

***Section 4. Grant Award/Disbursements***

The DEPARTMENT agrees to award funds to the GRANTEE for the activities performed as specified under this agreement in the sum of \$14,746.64. The GRANTEE agrees to contribute a sum of \$1,638.52 to this project. Immediately upon approval of this agreement, the GRANTEE will take measures to identify and track GRANTEE's contribution and grant disbursements as well as all expenses for this project separately from GRANTEE's other accounts. The method of payment will be as set forth in Part II #24 of this Agreement, General Provisions for Grant Agreements. DEPARTMENT shall disburse funds quarterly in amounts no greater than those specified in Exhibit B, except as set forth in Part II #8. Upon approval of this Agreement the DEPARTMENT shall make the initial disbursement. Thereafter, the DEPARTMENT shall disburse grant funds only upon receipt of quarterly and final reports in accordance with the schedule set forth in Exhibit C. Exhibits B and Exhibit C are hereto attached and incorporated herein by reference.

***Section 5. Period Of Performance***

The GRANTEE shall commence performance of this agreement within four weeks of approval of this agreement, and shall complete performance no later than six months after commencement of this agreement.

***Section 6. Administration Of Agreement***

It is understood and agreed that the DEPARTMENT'S officers designated to administer the agreement, the grant manager, accountant, etc., may be changed at the DEPARTMENT'S discretion.

***Section 7. Subcontracts and Assignment; Successors in Interest***

GRANTEE shall not enter into any subcontracts for any of the work required by this agreement, or assign or transfer any of its interest in this agreement, except that subcontract work which was described in the GRANTEE'S grant application, without the prior written consent of DEPARTMENT. The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

***Section 8. No Third Party Beneficiaries***

DEPARTMENT and GRANTEE are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this agreement.

***Section 9. Funds Available and Authorized***

Except in the event that the DEPARTMENT has entered into a master contract, GRANTEE shall not be compensated for work performed under this agreement by any other agency or department of the State of Oregon. DEPARTMENT has sufficient funds currently available and authorized for expenditure to finance the costs of this agreement within the DEPARTMENT'S limitation. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations or other expenditure authority, DEPARTMENT may terminate this agreement without penalty or liability to the DEPARTMENT, effective upon the delivery of written notice to GRANTEE, with no further liability to GRANTEE.

***Section 10. Termination***

- a. This agreement may be terminated at any time by mutual consent of both parties, or by DEPARTMENT upon 30 days' notice, in writing and delivered by certified mail or in person.
- b. In addition, DEPARTMENT may terminate or modify this agreement, in whole or in part, effective upon delivery of written notice to GRANTEE, or at such later date as may be established by DEPARTMENT, under any of the following conditions:
  - (i) If DEPARTMENT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the funding of the worksite redesign project;
  - (ii) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the worksite redesign project is no longer allowable or appropriate for funding under this agreement or is no longer eligible for the funding proposed for payments authorized by this agreement; or
  - (iii) If any license or certificate required by law or regulation to be held by GRANTEE to perform the work required by this agreement is for any reason denied, revoked, suspended, or not renewed.

c. Time is of the essence of GRANTEE'S performance of each and every obligation and duty under this agreement. DEPARTMENT, by written notice to GRANTEE of default or breach, may at any time terminate the whole or any part of this agreement:

(i) If GRANTEE fails to provide services called for by this agreement within the time specified herein or any extension thereof; or

(ii) If GRANTEE fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from DEPARTMENT, fails to correct such failures within 30 calendar days or such other period as DEPARTMENT may authorize or require.

The rights and remedies of DEPARTMENT provided in subsection c, above, are not exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

d. Termination or modification of this agreement pursuant to subsections a or b, above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections a, b, or c of this Section, GRANTEE shall immediately cease all activities under this agreement, unless expressly directed otherwise by DEPARTMENT in the notice of termination. Further, upon termination, GRANTEE shall deliver to DEPARTMENT all agreement documents, information, works-in-progress and other property that are or would be deliverables had the agreement been completed.

#### *Section 11. Records Maintenance; Access*

GRANTEE shall maintain all fiscal records relating to this agreement in accordance with generally accepted accounting principles. In addition, GRANTEE shall maintain any other records pertinent to this agreement in such a manner as to clearly document GRANTEE'S performance hereunder. GRANTEE acknowledges and agrees that DEPARTMENT and, notwithstanding section 3, above, the Oregon Secretary of State's Office, the Federal Government, and their duly authorized representative shall have access to such fiscal records and to all other books, documents, papers, plans and writings of GRANTEE that are pertinent to this agreement for the purpose of performing examinations and audits, and making excerpts and transcripts. All such fiscal records, books, documents, papers, plans, and writings shall be retained by GRANTEE and kept accessible for a minimum of 3 years, except as required longer by law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this agreement, whichever date is later.

#### *Section 12. Compliance with Applicable Law*

GRANTEE shall comply with all federal, state and local laws and ordinances applicable to the work under this agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555. Without limiting the generality of the foregoing, GRANTEE expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

#### *Section 13. Insurance*

During the term of this agreement GRANTEE shall maintain in force at its own expense, insurance as follows:

a. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.

b. GRANTEE shall obtain, at GRANTEE's expense, and keep in effect during the term of this agreement, Commercial General Liability insurance or self-insurance, in accordance with the provisions of the Oregon Tort Claims Act, ORS 30.270. GRANTEE will ensure that it has sufficient resources in a dedicated insurance fund to cover its exposure for liability as defined by statute: \$50,000 property damage, \$100,000 personal injury per person, and \$500,000 total damages per occurrence.

c. Notice of cancellation or change. In the event GRANTEE elects to purchase insurance to cover this exposure, there shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the GRANTEE or its insurer(s) to DEPARTMENT.

d. Certificates of insurance. As evidence of the insurance coverages required by this agreement, GRANTEE shall furnish acceptable insurance certificates or written confirmation of its self-insurance coverage to DEPARTMENT prior to its issuance of a notice to proceed. Any certificate of insurance for this purpose will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to DEPARTMENT acceptance. If requested, complete copies of any relevant insurance policies, trust agreements, etc. shall be provided to the DEPARTMENT. GRANTEE shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### ***Section 14. Governing Law; Venue***

This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between DEPARTMENT and GRANTEE that arises out of or relates to performance of this agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

#### ***Section 15. Indemnity***

GRANTEE shall defend, save, hold harmless, and indemnify the State of Oregon and DEPARTMENT, their officers, employees, agents, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of GRANTEE or its officers, employees, subcontractors, or agents under this agreement. Any obligation herein by the GRANTEE to indemnify, or hold harmless the State of Oregon and DEPARTMENT shall be subject to the limitations and conditions of the Oregon Tort Claims Act and the Oregon Constitution.

*defend*

#### ***Section 16. Force Majeure***

Neither DEPARTMENT nor GRANTEE shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, DEPARTMENT'S or GRANTEE'S reasonable control. GRANTEE shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this agreement.

#### ***Section 17. Severability***

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

#### ***Section 18. Waiver***

The failure of DEPARTMENT to enforce any provision of this agreement shall not constitute a waiver by DEPARTMENT of that or any other provision.

**Section 19. Execution and Counterparts**

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

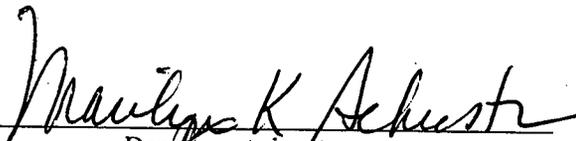
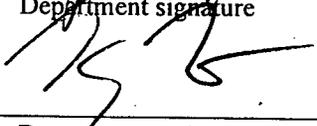
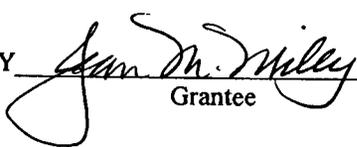
**Section 20. Other Requirements**

In addition to Exhibits A, B and C, other requirements are attached as Part II and by this reference made a part hereof.

**Section 21. Merger Clause**

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

SECTION 21. AUTHORIZED SIGNATURES -

BY	 Department signature	<u>8/20/96</u> Date
BY	 Department authorization	<u>8/20/96</u> Date
BY	 Grantee	<u>8/9/96</u> Date

REVIEWED

BY

  
Multnomah County Counsel

August 8, 1996  
Date

**EXHIBIT A**  
**Statement of Work**

1. The total amount of the DEPARTMENT grant award is \$14,746.64.
2. Statement of Work: Through the services of a private consultant, Lee Howard, of Pacific Northwest Rehabilitation, Inc., GRANTEE will research and develop the redesign of the animal shelter animal disposal process. Lee Howard will act as Project Director. The proposed solution includes prototype equipment for the animal euthanizing, transporting, and conveyor loading tasks. GRANTEE will prepare a statement for public notification and will notify all Oregon animal shelter facility managers via mail of success/failure of project.
3. Representatives from GRANTEE have met with a representative of the DEPARTMENT and understand the quarterly and end-of-grant reporting procedures and disbursement of funds procedures.
4. It is understood by GRANTEE that all plans, designs and blueprints produced through this grant become public domain upon their completion. All such plans, designs and blueprints shall be delivered to the DEPARTMENT and the DEPARTMENT reserves the right to reproduce, use and distribute materials developed under the grant and to authorize others to do so as long as the use of the materials is consistent with the purpose for which they were developed. GRANTEE may retain original plans, designs and blueprints produced through this grant, and may refer inquiries about project to the DEPARTMENT for three years.
5. GRANTEE agrees to abandon, and does hereby abandon, any and all ideas, concepts, know-how, techniques, processes, methods, inventions, discoveries, developments, innovations and improvements ("Inventions") conceived or made by GRANTEE, GRANTEE'S employees, or GRANTEE'S contractors, whether alone or with others, resulting from work under the grant. GRANTEE agrees to disclose all such Inventions to DEPARTMENT promptly and to provide all assistance reasonably requested by DEPARTMENT to document the abandonment of such Inventions and/or dedication of such Inventions to the public domain. There shall be no restriction on the manufacture, use, or sale of such Inventions by the public.
6. GRANTEE agrees that any work which is prepared under the grant by GRANTEE, GRANTEE'S employees, or GRANTEE'S contractors, whether alone or with others, and which work is eligible for copyright protection in the United States or elsewhere, shall be, and is hereby, dedicated to the public domain. There shall be no restriction on use, reproduction, and distribution of such a work by the public.

Published works produced by GRANTEE shall bear an acknowledgment of support through the use of the following or comparable statement:

"This material has been made possible by a grant from the Oregon Department of Consumer and Business Services."

7. Neither DEPARTMENT nor GRANTEE will hold any trade secrets as a result of work conducted under the grant, except that GRANTEE may maintain in confidence GRANTEE'S financial information, cost analyses and similar business information incidental to administration of this agreement.

8. If GRANTEE hires a consultant or other independent contractor to perform work under the grant, there shall be a written agreement with each such contractor, in which agreement the contractor shall agree to be bound by the terms of this Exhibit A, the same as if the contractor were the GRANTEE.

Marylyn K. Scheidt  
Department signature

8/20/96  
Date

[Signature]  
Department authorization

5/20/96  
Date

Jan M. Miley  
Grantee

8/9/96  
Date

\_\_\_\_\_  
Project Director

\_\_\_\_\_  
Date

**EXHIBIT B**

**Grant Expenditures/Disbursements,  
Amount of Grant, and Grantee Cash Contribution**

This agreement, designated number 002, between the Department of Consumer and Business Services and Multnomah County, Oregon, provides for expenditures specified in Form C of the Worksite Redesign Project Application, as follows:

Project Title: **Redesign of Animal Shelter Animal Disposal Process**

Category of Expenditure	<u>Estimated Grant Expenditures/Disbursements by Quarter</u>		
	First	Second	Totals
1. Consultant fees	\$ 2,385.16*	\$2,000	\$ 4,385.16
2. Contractual	-----	-----	-----
3. Equipment purchase	\$12,000	-----	\$12,000
4. Construction	-----	-----	-----
5. Other (specify) Fabrication/Installation	-----	-----	-----
<b>PROJECT TOTALS</b>	<b>\$14,385.16</b>	<b>\$2,000</b>	<b>\$16,385.16</b>
Department Contribution (90%)	\$12,946.64	\$1,800	\$14,746.64
Grantee Contribution (10%)	\$ 1,438.52	\$ 200	\$ 1,638.52

-----  
\*Costs incurred while preparing the application (\$2,614.84) were deducted.

<b>Total Grant Award (Department contribution)</b>	<b>\$14,746.64</b>
<b>Total Grantee Contribution (10% of \$16,385.16 total)</b>	<b>\$ 1,638.52</b>

*Marilyn K. Schuotz*  
Department signature

*[Signature]*  
Department authorization

*Jan M. Wiley*  
Grantee

8/20/96  
Date

8/20/96  
Date

8/9/96  
Date

**EXHIBIT C**

**Quarterly and Final Reports**

**Quarterly Reports** - At the end of each quarter, according to the schedule outlined below, GRANTEE shall submit a report and appropriate forms on that quarter's activities. DEPARTMENT shall not issue a check for the following quarter unless and until the quarterly report for the previous quarter has been received. A copy of all plans, designs, and blueprints produced through this grant shall be received by the DEPARTMENT prior to disbursement of the last quarterly installment authorized under this agreement. The quarterly report shall be a one (1) page (or less) synopsis of the activities that have occurred during the quarter, referring to Form B - Project Activities Plan, and Form C - Summary of Estimated Expenditures.

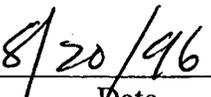
**Final Report** - The final report shall be a succinct report on the accomplishments and effectiveness of the project, to the extent that effectiveness can be determined. GRANTEE shall include project evaluation data, a synopsis of the project evaluation, and a description of plans to continue evaluating the project. GRANTEE shall explain how GRANTEE has informed employers in GRANTEE'S industry about the results of the worksite redesign project, whether successful or not, and about how those employers may apply for a Worksite Redesign Product Grant if applicable.

These reports must be mailed to Worksite Redesign Program, Workers Compensation Division-Benefits Section, 350 Winter St. N.E., Salem, OR 97310, or Faxed to (503)945-7581.

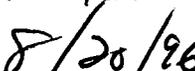
**Submission Dates**

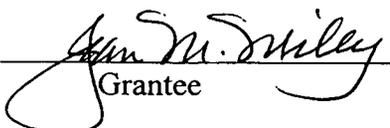
- | <u>Quarter</u> | <u>Report Date</u>  |
|----------------|---|
| 1. First       | Three months from agreement date (Quarterly report)         |
| 2. Second      | Six months from agreement date (Quarterly and final report) |

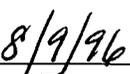
  
\_\_\_\_\_  
Department signature

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Department authorization

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Grantee

  
\_\_\_\_\_  
Date

**Contractual Agreement  
between Department of Consumer and Business Services  
and Multnomah County, Oregon**

**Part II**

**Section III of the Worksite Redesign Application Packet  
GENERAL PROVISIONS FOR GRANT AGREEMENTS**

1. **Authority** - The Worksite Redesign Program is authorized by ORS 656.622, and OAR 436-115.
2. **Eligible Applicants** - Only Oregon employers and employer groups/consortiums who represent Oregon employers and meet the eligibility criteria stated in OAR 436-115-0050(1)(a) through (h) are eligible.
3. **OR-OSHA Enforcement Activities** - The Grantee shall not be exempt from Oregon Occupational Safety and Health Division enforcement activities as a result of participation in the Worksite Redesign Program, nor shall the grantee be targeted for enforcement activities as a result of participation in the Worksite Redesign Program. Grant disbursements may be suspended, at the discretion of DCBS, pending resolution of enforcement activities that occur during the term of the Worksite Redesign Project Agreement.
4. **Disbursement of Grant Funds** - Grants shall be disbursed in installments, after submittal and approval of required interim reports.
5. **Grantee Contribution** - Grantee shall contribute a minimum of 10% of the total cost of the worksite redesign project.
6. **Project Director** - A project director for the worksite redesign project shall be identified. The project director shall be responsible for the overall administration of the project.
7. **Subcontracts** - Unless otherwise provided for in the Worksite Redesign Project Agreement, no subcontract shall be made by the grantee with any other party for furnishing any of the work or services specified by the Worksite Redesign Project Agreement without the prior consent and approval of DCBS.
8. **Contract Changes** - Changes that involve one or both of the following conditions must receive prior written approval from DCBS:
  - a. any change in the objectives of the project or the type of activities to be performed;
  - b. any change in project expenditures that results in a variation of a particular category of the budget.

All requests for change shall be submitted in writing to DCBS at least three weeks prior to the proposed implementation date. Each request should include an explanation of the reason for and effect of the proposed alteration along with a detailed description of each deviation (i.e., change in objectives and activities, movement of funds from one category to another, etc.)
9. **Reporting Requirements** - Grantee shall submit quarterly narrative and financial reports to the department as specified in the Worksite Redesign Project Agreement. Reports shall document progress in the accomplishment of the activities recorded on Form B, Project Activities Plan, and shall document quarterly expenditures which are recorded on Form C, Summary of Estimated Expenditures.
10. **Ending a Worksite Redesign Project Agreement** - DCBS may end a Worksite Redesign Project Agreement for any of the reasons stated in OAR 436-115-0050(3)(a) through (h).

11. **Disputes** - Except as otherwise provided in the Worksite Redesign Project Agreement, any dispute concerning a question of fact arising under the agreement which is not disposed of by consensual agreement shall be decided by the director, who shall convey the decision in writing and mail or otherwise furnish a copy thereof to the grantee.
12. **Contractual Agreements** - Provisions of the Worksite Redesign Project Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon.
13. **Officials Not to Benefit** - No person with a familial relationship to the officers, owners, or directors of the grantee shall be engaged as a subcontractor by the grantee without prior written consent of DCBS.
14. **Conduct and Standard of the Work** - DCBS shall measure the amount and quality of work performed by the grantee against the administrative and performance expectations stipulated to in the Worksite Redesign Project Agreement.
15. **Inspection and Acceptance of Work Performed** - All designs, plans, materials, blueprints or other products of the grant project must comply with appropriate laws of the state such as, but not limited to, building codes, and shall be submitted to DCBS for review as the project develops. Final inspection and acceptance of all work, reports and materials required by the Worksite Redesign Project Agreement shall be performed by DCBS. All work and materials shall, if applicable, reflect compliance with OAR 436-115 and shall be in accordance with the goals of the Worksite Redesign Program.
16. **Program Evaluation Participation** - The grantee shall cooperate in the review of proposed evaluation questionnaires, forms and procedures, and participate in the evaluation of the effectiveness of the Worksite Redesign Program. The program evaluation shall be designed and conducted by DCBS. Failure to participate in such evaluation to the extent determined necessary by DCBS may be deemed grounds for terminating the grant.
17. **Records and Accounts** -
  - a. The grantee shall maintain separate records and accounts, including property, personnel, and financial records relative to the Worksite Redesign Project Agreement, in accordance with an established method and basis of accounting, to assure a proper accounting of all project funds. These records and accounts shall be separate from any non-grant records maintained by the grantee.
  - b. The grantee shall preserve and make available the records for a period of three (3) years from the date the designated final accounting is accepted as the final accounting by the department. In the event that the grantee ceases business operations before three (3) years elapse, all records and reports pertaining to the Worksite Redesign Project Agreement shall be delivered to DCBS within ninety (90) days of the cessation of business operations..
  - c. DCBS or its designated agents shall have access to and the right to examine, audit, and make excerpts and copies of all records, books, papers, tapes or documents related to the Worksite Redesign Project Agreement.
  - d. The grantee shall maintain adequate supporting documentation for all grant related expenditures (e.g. original invoices, narrative explanations of expenses and reports of program activity, etc.) and transmit upon request such information to DCBS.
  - e. Funds not accounted for as expenditures shall be refunded to DCBS by the grantee following completion of the project.
18. **Market Prices and Rates** - Any and all expenditures for materials and services funded by the Worksite Redesign Project Grant shall correspond to market values for those materials and services at the time of

purchase. If, through an audit of grant expenditures, DCBS discovers expenditures which exceed the corresponding market values, overexpended funds shall be recovered from the grantee by DCBS.

**19. Gratuities -**

- a. DCBS may, by written notice to the grantee, terminate the right of the grantee to proceed under the Worksite Redesign Project Agreement if it is found, after notice from DCBS, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the grantee, or any agent or representative of the grantee, to any officer or employee of DCBS, or to any member of the Worksite Redesign Project Application Review Committee, with the view toward securing a favorable treatment with respect to the performance of any aspect of the grant application or the agreement.
- b. The rights and remedies of DCBS provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

**20. State Tort Claims Act -** The applicant shall not be an officer, employee, or agent of the state as those terms are used in ORS 30.265, unless the applicant is a state agency.

**21. Nondiscrimination -** Grantee agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

**22. Indemnity -**

- a. The grantee shall defend, save and hold harmless the State of Oregon and DCBS, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the grantee or its subcontractors, agents, or employees under this agreement. Any obligation herein by the grantee to indemnify, or hold harmless the State of Oregon and DCBS shall be subject to the limitations and conditions of the Oregon Tort Claims Act and the Oregon Constitution. (sentence added at request of grantee, a public entity) defend
- b. The grantee's indemnity and defense obligations under this section shall include the protection of the parties listed in a. above from any and all claims that any materials developed, used, or broadcast by the grantee in the performance of this contract violate any patent, copyright or propriety rights of any third party.

**23. Property Rights -** The grantee agrees to abandon, and does hereby abandon, any and all ideas, concepts, know-how, techniques, processes, methods, inventions, discoveries, developments, innovations and improvements ("Inventions") conceived or made by the grantee, the grantee's employees, or the grantee's contractors, whether alone or with others, resulting from work under the grant. The grantee agrees to disclose all such Inventions to the department promptly and to provide all assistance reasonably requested by the department to document the abandonment of such Inventions and/or dedication of such Inventions to the public domain. There shall be no restriction on the manufacture, use, or sale of such Inventions by the public.

The grantee agrees that any work which is prepared under the grant by the grantee, the grantee's employees, or the grantee's contractors, whether alone or with others, and which work is eligible for copyright protection in the United States or elsewhere, shall be, and is hereby, dedicated to the public domain. There shall be no restriction on use, reproduction, and distribution of such a work by the public.

Published works produced by the grantee shall bear an acknowledgment of support through the use of the following or comparable statement:

"This material has been made possible by a grant from the Oregon Department of Consumer and Business Services."

Neither the department nor the grantee will hold any trade secrets as a result of work conducted under the grant, except the grantee may maintain in confidence the grantee's financial information, cost analyses and similar business information incidental to administration of this agreement.

- 24. Method of Payment** - Payment shall be made in installments. The first payment will be made when the Worksite Redesign Project Agreement has been signed by both the grantee and DCBS. The subsequent payments will be issued after each quarter's expenditure report and activity report have been received and approved by DCBS. DCBS, at its sole discretion, may adjust payment to prevent the accumulation of a large unexpended balance by the grantee.

Progressive and final payments shall be subject to DCBS' approval of the progress of the program and the quality of the work submitted. *Funds advanced for grant projects may not be used for any purpose other than those specified in this agreement.*

- 25. Combining Grants** - This grant may not be combined with a grant from any other source in order to accomplish grant project objectives. The total budget for the worksite redesign project must be a sum of the grantee contribution and the worksite redesign project grant.
- 26. Funding** - At the time this contract is executed, sufficient funds are available within the Workers' Benefit Fund or expected to become available to finance the costs of this grant. Payments under this grant are subject to the availability of funds.
- 27. Program Requirements** - All program requirements as contained in the Application Packet are incorporated herein by reference unless specifically modified by the Worksite Redesign Project Agreement or an addendum to the agreement.
- 28. Composition of Contractual Agreement** - The contractual agreement will consist of:

Worksite Redesign Project Agreement  
Section III of the Application Packet, General Provisions For Grant Agreements  
Grantee's Application: narratives, Forms A, B, and C, and attachments  
Worksite Redesign Project Agreement Addendum - if applicable

**BUDGET MODIFICATION NO.**

15505

APR 24 1997

(For Clerk's Use) Meeting Date

Agenda No.

C-3

**1. REQUEST FOR PLACEMENT ON THE AGENDA FOR**

(Date)

DEPARTMENT DSS

DIVISION Risk Management

CONTACT Jean Miley

TELEPHO 248-3882

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Mary Boyer/Jean Miley

SUGGESTED

AGENDA TITLE

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

**Budget modification appropriating State grant for worksite redesign at Animal Control.**

(Estimated Time Needed on the Agenda)

**2. DESCRIPTION OF MODIFICATION**

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

None

Personnel changes are shown in detail on the attached sheet

This modification appropriates a grant from the State Dept. of Consumer and Business Services for worksite redesign at Animal Control. Risk Mgmt. is also appropriating a ten-percent match for this project. Total cost of the project is anticipated to be \$55,298. The redesign project, when completed, is expected to reduce the frequency and severity of injuries to employees caused by lifting and moving animals.

BOARD OF COUNTY COMMISSIONERS  
 97 APR 14 AM 11:10  
 MULTNOMAH COUNTY OREGON

**3. REVENUE IMPACT**

(Explain revenues being changed and reason for the change)

Appropriates \$49,768 grant from State Dept. of Consumer and Business Services.

**4. CONTINGENCY STATUS**

(to be completed by Budget & Quality)

Fund Contingency before this modification

Date

After this modification

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date



# MEMORANDUM

TO: Board of County Commissioners

FROM: Jean Miley, Risk Manager

DATE: April 10, 1997

RE: IGA for Animal Control Work Site Redesign Grant

I. Recommendation/Action Requested:

Approval of the amendment to our agreement with the State of Oregon Department of Consumer and Business Services for a grant to implement a work site redesign at Animal Control

II. Background/Analysis:

In 1996, Risk Management applied for a grant under a new program funded by the State Dept. of Consumer and Business Services, which is designed to assist employers with work site redesign to improve the safety of the workplace. This program is jointly administered by the Workers' Compensation Division and the Oregon Occupational Safety and Health Division. Grants are awarded to develop and put into use solutions to workplace ergonomic problems that lead to on-the-job injuries/illnesses and can't be solved with readily available equipment and technology. Because the risk to employees of injuries associated with lifting animals is high, with the help of Animal Control staff and a vocational consultant, we outlined an innovative approach to reducing the risk; the State awarded us one of its first two grants under this program.

The State provides ninety percent of the funding and Risk Management will provide the remaining ten percent. Originally the project cost was anticipated to be approximately \$15,000; it is now expected that the cost will be \$55,300. Because the amendment to the IGA which adds this additional funding brings the total above \$25,000, we are bringing the amendment to the Board for approval.

III. Financial Impact:

*This amendment increases the total grant amount to \$49,768. It is a one time only grant, although we could apply for another grant in the future if we had a project that met the criteria.*

*IV. Legal Issues:*

*None.*

*V. Controversial Issues:*

*None.*

*VI. Link to Current County Policies:*

*Provides outside funding to an innovative injury prevention project to increase the safety of employees at Animal Control.*

*VII. Citizen Participation:*

*This grant was not anticipated at the time the 1996-97 was being prepared, and therefore was not discussed with the Citizen Budget Advisory Committee.*

*VIII. Other Government Participation:*

*The State of Oregon is funding this grant. We anticipate sharing the results of our project with other counties which have animal control agencies.*

MEETING DATE: APR 24 1997

AGENDA NO: C-4

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Intergovernmental Revenue Contract between the Department of Community and Family Services and the Housing Authority of Portland for federal Housing and Urban Development funds designated for Jean's Place, transitional housing for women.

BOARD BRIEFING

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

Requested By: \_\_\_\_\_

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

REGULAR MEETING

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

Amount of Time Needed: 5 Minutes

DEPARTMENT: Community and Family Services

DIVISION: \_\_\_\_\_

CONTACT: Lorenzo Poe

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe\Cilla Murray

**ACTION REQUESTED:**

INFORMATIONAL ONLY    POLICY DIRECTION    APPROVAL    OTHER

**SUGGESTED AGENDA TITLE**

Intergovernmental Revenue Agreement Between the Department of Community and Family Services and the Housing Authority of Portland transferring \$280,087 to the County over the three (3) year life of the agreement for transitional housing and services for homeless women at Jean's Place facility.

*4/24/97 ORIGINALS to JOHN PEARSON*

**SIGNATURES REQUIRED:**

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

OR

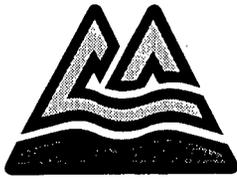
DEPARTMENT MANAGER: Lorenzo Poe ma

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

S:\ADMIN\CEU\CONT97\HAPJEANS.APF

97  
APR 14 AM 11:11  
MULTI-NONHAP COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS



# MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: March 26, 1997

SUBJECT: Intergovernmental Revenue Agreement with the Housing Authority of Portland

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the Intergovernmental Agreement with the Housing Authority of Portland, for the period from April 1, 1997 to March 31, 2000.

**III. Background/Analysis:** The Housing Authority of Portland is the recipient of a grant from the United States Department of Housing and Urban Development under the Stuart B. McKinney, Support Housing program. The grant award is to support the services, operations, and construction of Sunrise Place as short-term shelter and transitional housing for low income, homeless women. The grant application was developed naming Transition Projects, Inc. as the service provider. The funds in this Intergovernmental Agreement will be subcontracted to this agency, a current provider of services to low income and homeless single adults, for the delivery of services to the women in the facility named Jean's Place.

**IV. Financial Impact:** The Housing Authority of Portland will reimburse Multnomah County up to \$280,087 over the term of the agreement as follows: a) first year \$87,392 program + \$1,456 administration; b) second year \$92,356 program + \$1,539 administration; and c) third year \$95,748 program + \$1,596 administration upon receipt of an invoice.

**V. Legal Issues:** None

**VI. Controversial Issues:** None

**VII. Link to Current County Policies:** This Intergovernmental Agreement supports the Division of Community Action and Development's goal to increase economic self-sufficiency and housing stability of low/no income households by offering a continuum of client-centered services.

**VIII. Other Government Participation:** This Intergovernmental Agreement reflects a partnership between the County and the Housing Authority of Portland over services and housing for low income homeless people.

S:\ADMIN\CEU\CONT97\HAPJEANS.MEM

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 103677

Prior-Approved Contract Boilerplate:  Attached;  Not Attached

Amendment # 0

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;"><b>CLASS III</b></p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-4</u> DATE <u>4/24/97</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;"><b>BOARD CLERK</b></p>
--	--	--

Department: Community and Family Services

Date: March 26, 1997

Administrative Contact: John Pearson Phone: 248-3691 ext 2612

Bldg/Room 166/7th.

Description of Contract: **Three (3) year revenue agreement with the Housing Authority of Portland which is passing through federal Supportive Housing funds to be used by the County to purchase transitional housing for low income homeless women at the Jean's Place transitional housing facility.**

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

ORS/AR # --- Contractor is  MBE  WBE  QRF

<p>Contractor Name : <b>Housing Authority of Portland</b></p> <p>Mailing Address: <b>135 SW Ash St.</b> <b>Portland, Or. 97204</b></p> <p>Phone: <b>(503) 273-4510</b></p> <p>Employer ID# or SS#: <b>93-6001547</b></p> <p>Effective Date: <b>April 1, 1997</b></p> <p>Termination Date: <b>March 31, 2000</b></p> <p>Original Contract Amount: \$</p> <p>Total Amt of Previous Amendments: \$0</p> <p>Amount of Amendment: \$</p> <p>Total Amount of Agreement: <b>\$ 280,087</b></p>	<p>Remittance Address (if different) _____</p> <table style="width:100%;"> <tr> <td style="text-align: center;">Payment Schedule</td> <td style="text-align: center;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ <u>Per Invoice</u></td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ <u>Per Invoice</u>	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

**REQUIRED SIGNATURES:**

Department Manager: *Lorenzo Paemus* Date: 3/26/97

Purchasing Director: \_\_\_\_\_ Date: \_\_\_\_\_

(Class II Contracts Only) County Counsel: *Katie Gatz* Date: 4/14/97

County Chair/Sheriff: *Wendy New* Date: 4/24/97

Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_

VENDOR CODE <b>GV8518D</b>				VENDOR NAME <b>Housing Authority of Portland</b>				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
	156	010	1260			2091		9262F	HAP -Jean's Place 96/97	88,848	
	156	010	1260			2091		9262F	HAP -Jean's Place 97/98	93,895	
	156	010	1260			2091		9262F	HAP -Jean's Place 98/99	97,344	

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

**INTERGOVERNMENTAL AGREEMENT**

**THIS AGREEMENT is to provide services through a subcontract with Transition Projects, Inc. or subsequent service provider in compliance with the Stewart B. McKinney Supportive Housing Program Grant (copy attached). The services will be performed at Jean's Place (formerly Women's Facility), 18 N.E. 11th Avenue, Portland, Oregon. This agreement is between Multnomah County, herein "COUNTY, and The Housing Authority of Portland, herein "HAP" and is subject to the following:**

**THE PARTIES AGREE:**

1. **DESCRIPTION OF SERVICES.** COUNTY will provide the following services:

Monitor, evaluate, collect data and provide reports to the Accounting and Housing Services Departments of HAP. These services will exclusively be in connection with the HUD Supportive Services Program Grant for Jean's Place. COUNTY will request reimbursement from HAP quarterly on an actual cost basis.

2. **COMPENSATION:** HAP will pay COUNTY on an "as-needed" basis, the funds allocated to HAP for Jean's Place from the Supportive Housing Program Grant. The maximum per year is **\$87,392 (YEAR 1); \$92,356 (YEAR 2); \$95,748 (YEAR 3)**. These funds must be requested and expenditures documented prior to reimbursement. Multnomah County will also receive 1/3 of the administrative fee for the SHP grant for supportive services only. **\$1,456 (YEAR 1); \$1,539 (YEAR 2); \$1,596 (YEAR 3)**

3. **TERM:** The COUNTY's services will begin upon execution of this Agreement and terminate when completed no later than three years from agreement date.

4. **AGREEMENT DOCUMENTS:** This Agreement consists of this agreement document, the attached Conditions of Agreement, and Exhibit A (worker's compensation certificate of insurance).

THE HOUSING AUTHORITY  
OF PORTLAND

By: 

Date: 3/14/97

MULTNOMAH COUNTY,  
OREGON

By: 

Date: April 24, 1997

By: 

APPROVED AS TO FORM  
COUNTY ATTORNEY (If  
Applicable)

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-4 DATE 4/24/97  
DEB BOGSTAD  
BOARD CLERK

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is to provide services through a subcontract Transition Projects, Inc. or subsequent service provider in compliance with the Stewart B. McKinney Supportive Housing Program Grant (copy attached). The services will be performed at Jean's Place (Formerly Women's Facility), 18 N.E. 11th Avenue, Portland, Oregon. This agreement is between Multnomah County, herein "COUNTY, and The Housing Authority of Portland, herein "HAP" and is subject to the following:

1. **FUNDS AVAILABLE:** HAP certifies that sufficient funds are available from the Supportive Housing Program Grant for services at Jean's Place to finance the costs of this agreement. In the event that funds cease to be available to HAP in the amounts anticipated, HAP may terminate or reduce agreement funding accordingly. HAP will notify COUNTY as soon as it receives notification from funding source.
2. **INDEPENDENT CONTRACTOR STATUS:** COUNTY is an independent Contractor, and neither COUNTY, COUNTY'S subcontractors nor employees are employees of HAP. COUNTY is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.
3. **SUBCONTRACTS AND ASSIGNMENT:** COUNTY shall subcontract with Transition Projects, Inc. or subsequent service provider for the services prescribed herein. COUNTY shall not assign its rights acquired hereunder without the prior written consent of HAP. The HAP is not liable to any third person for payment of any compensation payable to COUNTY as provided in this agreement.
4. **ACCESS TO RECORDS:** The HAP's authorized representatives shall have access to the books, documents, papers, and records of COUNTY which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts and transcripts.
5. **PROPERTY OF HAP:** All work performed by COUNTY under this agreement shall be the property of HAP.
6. **WORKERS' COMPENSATION INSURANCE:**
  - A. COUNTY shall maintain workers' compensation insurance coverage for all non-exempt workers employed by COUNTY in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current worker's compensation insurance, or a copy thereof, is attached to this agreement at Exhibit "A".

B If COUNTY's workers compensation insurance coverage is due to expire before completion of the work, COUNTY will renew or replace such insurance coverage and provide HAP with a certificate of insurance coverage showing compliance with this section.

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

8. **ADHERENCE TO LAW:** The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

9. **NONDISCRIMINATION:** COUNTY shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions, or privileges of employment, nor shall any person be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age, handicap, or sexual orientation. COUNTY must comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination.

10. **EARLY TERMINATION:**

A. This agreement may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.

B. The HAP, by written notice of default, may terminate this agreement if COUNTY fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.

C. Upon termination before completion of the services, payment of COUNTY shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by the COUNTY against HAP under this Agreement.

D. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of COUNTY or liability of COUNTY or HAP which accrued prior to termination.

11. **FINAL PAYMENT:**

All final requests for payment must be received within thirty (30) calendar days following the end of this contact term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the COUNTY.

1994 Supportive Housing  
Grant Agreement

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and the Housing Authority of Portland, 135 SW Ash Street, Portland, OR 97204, the Recipient, whose Tax ID number is 93-6001547 for Project Number OR16B94-0382, to be located at NE 11th Avenue and NE Couch Street in Portland, Multnomah County, Oregon.

The assistance which is the subject of this Grant Agreement is authorized by Subtitle C of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11381 et seq., (the Act)). The term grant or grant funds means the assistance provided under this Agreement. This Grant Agreement will be governed by the Act, the Supportive Housing Interim rule which was published at 58 FR 13870 on March 15, 1993 (24 CFR 583.235), a copy of which is attached hereto as Attachment A and made a part hereof, and the Notice of Fund Availability (NOFA), published on May 10, 1994 at 59 FR 24255. The term "Application" means the application submissions on the basis of which a grant was approved by HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions. The Application is incorporated herein as part of this Agreement, however, in the event of a conflict between any part of the Application and any part of the Grant Agreement, the latter shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified below for the approved project described in the application.

HUD's total fund obligation for this project is \$ 1,236,136.

The Recipient agrees to comply with all requirements of this Grant Agreement and to accept responsibility for such compliance by any entities to which it makes grant funds available.

If the Recipient is a State or other governmental entity required to assume environmental responsibility, it agrees that no costs to be paid or reimbursed with grant funds will be incurred before the completion of such responsibilities and HUD approval of any required Request for Release of Funds.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Grant Agreement. No change may be made to the project nor any right, benefit, or advantage of the Recipient hereunder be assigned without prior written approval of HUD.

A default shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, failure in the

Recipient's duty to provide the supportive housing for the minimum term in accordance with the requirements of the Attachment A provisions, noncompliance with the Act or Attachment A provisions, any other material breach of the Grant Agreement, or misrepresentations in the application submissions which, if known by HUD, would have resulted in this grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

- a. direct the Recipient to submit progress schedules for completing approved activities; or
- b. issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated; or
- c. direct the Recipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions; or
- d. direct the Recipient to suspend, discontinue or not incur costs for the affected activity; or
- e. reduce or recapture the grant; or
- f. direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program; or
- g. continue the grant with a substitute Recipient of HUD's choosing; or
- h. other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omission by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

Recipients of assistance for acquisition, rehabilitation, or new construction shall file a certification of continued use for supportive housing for each year of the 20 year period from the date of initial occupancy.

This Grant Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by

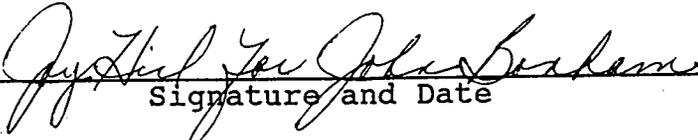
HUD and the Recipient. The effective date of this Grant Agreement shall be the date of execution by HUD, except with prior written approval by HUD.

SIGNATURES

This Grant Agreement is hereby executed as follows:

UNITED STATES OF AMERICA  
Secretary of Housing and Urban Development

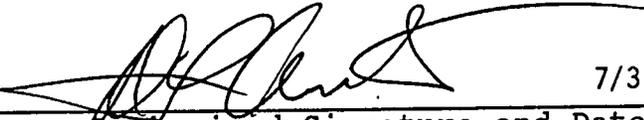
By:

 8/1/95  
Signature and Date  
John Bonham  
Typed Name of Signatory  
Director, Community Planning and Development  
Title

RECIPIENT

The Housing Authority of Portland  
Name of Organization

By:

 7/31/95  
Authorized Signature and Date  
Dennis L. West  
Typed Name of Signatory  
Executive Director  
Title

Jeanette Sander                      273-4514 228-4872  
Official Contact Person and Telephone No. and Fax No.

MEETING DATE: APR 24 1997  
AGENDA NO: C-5  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

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

BOARD BRIEFING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation  
CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

INFORMATIONAL ONLY    POLICY DIRECTION    APPROVAL    OTHER

**SUGGESTED AGENDA TITLE:**

Request approval of deed to contract purchaser, BOBBY J. MOORE, for completion of Contract #15748 (Property purchased at auction).

Deed D971428 and Board Order attached.

*4/28/97 ORIGINAL DEED COPIES of all to tax TIME*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 APR 14 AM 11:12

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT MANAGER: K. A. Tuneberg Lawrence Nicholas

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of  
Deed D971428 Upon Complete Performance of  
a Contract to

BOBBY J. MOORE

} ORDER  
97-73

It appearing that heretofore, on May 6, 1993, Multnomah County entered into a contract with BOBBY J. MOORE for the sale of the real property hereinafter described; and

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

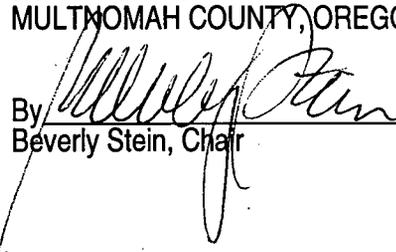
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

W 52' OF LOT 10, BLOCK 12, INA PARK, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

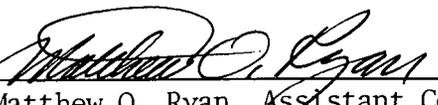
Dated at Portland, Oregon this 24<sup>th</sup> day of April, 1997.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

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

By   
Matthew O. Ryan, Assistant County Counsel

DEED D971428R

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

W 52' OF LOT 10, BLOCK 12, INA PARK, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$3,000.00.

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

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

BOBBY J. MOORE  
2535 NE ALBERTA  
PORTLAND OR 97211

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 24th day of April, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

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

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

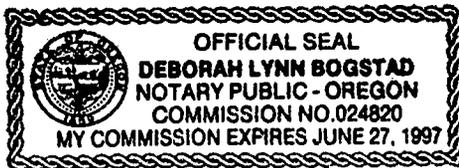
DEED APPROVED:  
Kathy Tuneberg, Acting Director  
Assessment & Taxation

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

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

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

*The foregoing instrument was acknowledged before me this 24th day of April, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.*



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

MEETING DATE: APR 24 1997

AGENDA NO: C-6

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

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

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

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

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

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

INFORMATIONAL ONLY    POLICY DIRECTION    APPROVAL    OTHER

**SUGGESTED AGENDA TITLE:**

Request approval of deed to contract purchaser, MARY PARIS, for completion of Contract #15392R (Property repurchased by former owner).

Deed D971477 and Board Order attached.

*4/28/97 ORIGINAL DEED & COPIES OF ALL TO TAX TITLE*

BOARD OF  
COUNTY COMMISSIONERS  
97 APR 14 AM 11:11  
MULTNOMAH COUNTY  
OREGON

**SIGNATURES REQUIRED:**

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

(OR)

DEPARTMENT MANAGER: *K. A. Tuneberg* *Paul E. Wickham*

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of  
Deed D971477 Upon Complete Performance of  
a Contract to

MARY PARIS

ORDER  
97-74

It appearing that heretofore, on October 18, 1991, Multnomah County entered into a contract with MARY PARIS for the sale of the real property hereinafter described; and

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

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

W 1/2 OF LOTS 1 & 2, BLOCK 16, HIGHLAND, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Dated at Portland, Oregon this 24th day of April, 1997.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

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

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

DEED D971477

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

W 1/2 OF LOTS 1 & 2, BLOCK 16, HIGHLAND, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$2,271.01.

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

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

MARY PARIS  
1004 N GOING ST  
PORTLAND, OR 97211

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 24th day of April, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

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

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

DEED APPROVED:  
Kathy Tuneberg, Acting Director  
Assessment & Taxation

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

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

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

*The foregoing instrument was acknowledged before me this 24th day of April, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.*



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

MEETING DATE: APR 24 1997  
AGENDA NO: C-7  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

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

BOARD BRIEFING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation  
CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

INFORMATIONAL ONLY    POLICY DIRECTION    APPROVAL    OTHER

**SUGGESTED AGENDA TITLE:**

Request approval of deed to contract purchaser, JANICE C. O'NEAL, for completion of Contract #15499  
(Property repurchased by former owner).

Deed D971478 and Board Order attached.

*4/20/97 @ ORIGINAL DEED & COPIES OF ALL TO TAX TITLE*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
APR 14 AM 11:11

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT MANAGER: *K. A. Tuneberg* \_\_\_\_\_

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of  
Deed D971478 Upon Complete Performance of  
a Contract to

JANICE C. O'NEAL

} ORDER  
97-75

It appearing that heretofore, on June 10, 1993, Multnomah County entered into a contract with JANICE C. O'NEAL for the sale of the real property hereinafter described; and

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

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

E 1/2 OF LOT 20, BLOCK 42; LOT 21, BLOCK 42, CAPITOL HILL, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Dated at Portland, Oregon this 24th day of April, 1997.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

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

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

DEED D971478

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JANICE C. O'NEAL, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

E 1/2 OF LOT 20, BLOCK 42; LOT 21, BLOCK 42, CAPITOL HILL, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$13,159.44.

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

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

JANICE C. O'NEAL  
1207 SW DOLPH ST  
PORTLAND, OR 97219

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 24th day of April, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

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

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

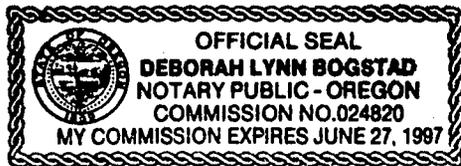
DEED APPROVED:  
Kathy Tuneberg, Acting Director  
Assessment & Taxation

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

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

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

*The foregoing instrument was acknowledged before me this 24th day of April, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.*



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

MEETING DATE: APR 24 1997

AGENDA NO: C-8  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

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

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

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

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

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

INFORMATIONAL ONLY    POLICY DIRECTION    APPROVAL    OTHER

**SUGGESTED AGENDA TITLE:**

Request approval of deed to contract purchaser, HA TO HA, for completion of Contract #15756 (**Property purchased at auction**).

Deed D971479 and Board Order attached.

*4/28/97 ORIGINAL DEED & COPIES OF ALL TO TAX TITLE*

97 APR 14 AM 11:12  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

**SIGNATURES REQUIRED:**

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

(OR)  
DEPARTMENT MANAGER: *K. A. Tuneberg* *Lawrence Nicholas*

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of  
Deed D971479 Upon Complete Performance of  
a Contract to

HA TO HA

} ORDER  
97-76

It appearing that heretofore, on May 20, 1993, Multnomah County entered into a contract with HA TO HA for the sale of the real property hereinafter described; and

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

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

LOTS 43 & 45, BLOCK 23, IRVINGTON PARK, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Dated at Portland, Oregon this 24th day of April, 1997.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*  
Beverly Stein, Chair

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

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

DEED D971479

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

LOTS 43 & 45, BLOCK 23, IRVINGTON PARK, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$68,600.00.

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

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

HA TO HA  
8230 SE YAMHILL AVE  
PORTLAND OR 97216

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 24th day of April, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

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

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

DEED APPROVED:  
Kathy Tuneberg, Acting Director  
Assessment & Taxation

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

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



MEETING DATE: April 24, 1997  
AGENDA #: R-2  
ESTIMATED START TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Oregon Historical Society Presentation

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: Thursday, April 24, 1997  
AMOUNT OF TIME NEEDED: 3-5 Minutes

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: Melinda Petersen TELEPHONE #: 248-3971  
BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: Chet Orloff, Executive Director, Or. Historical Society

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

SUGGESTED AGENDA TITLE:

Presentation by Chet Orloff, Executive Director of the Oregon Historical Society,  
Regarding the Lewis and Clark Bicentennial Celebration

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein  
(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 APR 18 PM 3:39

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES  
Any Questions? Call the Board Clerk @ 248-3277

MEETING DATE: APR 24 1997

AGENDA #: R-3

ESTIMATED START TIME: 9:35am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution to promote additional county efforts for clean air quality

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY: Andrea Jilovec

AMOUNT OF TIME NEEDED: 5 minutes

REGULAR MEETING:

DATE REQUESTED: April 24, 1997

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Non Departmental

DIVISION: Commissioner Saltzman

CONTACT: Andrea Jilovec

TELEPHONE #: 248-5220

BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Dan Saltzman, Gregory Green & Nina DeConcini DEQ

ACTION REQUESTED:

INFORMATIONAL ONLY    POLICY DIRECTION    APPROVAL    OTHER

SUGGESTED AGENDA TITLE:

County Clean Air Promotion  
4/20/97 copies to Andrea Jilovec

SIGNATURES REQUIRED:

ELECTED OFFICIAL:  
(OR)  
DEPARTMENT  
MANAGER:

Don Saltzman

BOARD OF  
COUNTY COMMISSIONERS  
97 APR -9 PM 3:29  
MULTNOMAH COUNTY  
OREGON

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

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COMMISSIONER DAN SALTZMAN

TODAY'S DATE: APRIL 9, 1997

REQUESTED PLACEMENT DATE: APRIL 24, 1997

RE: PROMOTING INCREASED COUNTY EFFORTS TOWARD CLEAN AIR  
QUALITY

I. Recommendation/Action Requested:

Approval of Resolution

II. Background/Analysis

The federal standard for air pollution was exceeded three times in 1996. Despite recent gains toward cleaning the air, the region is at risk of jeopardizing our anticipated re-designation to attainment status for ozone and carbon monoxide with EPA. The County and its employees will be partners with constituents to do all it can to reduce air pollution.

III. Financial Impact

For the region, loss of attainment status means more stringent emissions rules will be placed on new and existing businesses. This could result in negative economic impacts.

There may be a moderate fiscal impact within the county, if the costs of "greener" paints and solvents, for instance, are considerably higher than standard products.

IV. Legal Issues

None

V. Controversial Issues

None

VI. Link to Current County Policies:

Increasing air quality standards and decreasing carbon dioxide emissions and the use of hazardous substances are specified in County Benchmarks #66 and #67 for Natural Resources. Improving the possibilities for telecommuting by County employees , would meet the criteria of Benchmark #62, which seeks to increase the number of people who commute fewer than 30 minutes to work.

VII. Citizen Participation:

None

VIII. Other Government Participation:

DEQ is working not only with the County, but with the City of Portland and other jurisdictions to ensure safer, cleaner air.

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

Supporting County efforts to promote, improve ) RESOLUTION  
and maintain high standards of clean air quality ) 97-77

**WHEREAS**, the County has partnered with all local government jurisdictions of the region, environmental organizations, and the private sector to promote and attain clean air standards for the County and the Northwest Willamette Valley; and

**WHEREAS**, last year, the Portland area exceeded the federal standard for ground-level ozone three times with a record number of air pollution advisory days having to be called; and

**WHEREAS**, such episodes not only result in dirtier air to breathe, it can also mean more stringent rules on businesses, with potential negative economic impacts; and

**WHEREAS**, there is a tremendous need to continuously work to promote and improve our regional air quality, starting with methods our own offices use;

**THEREFORE BE IT RESOLVED**, the County must step up its pledge of support to educate our employees and demonstrate to our constituents ways in which they can individually and collectively improve local air quality. Methods should begin by inventorying our own work processes and products used and make environmentally responsible changes. Choices to consider will be ride share alternatives, public transportation, reducing the use of gasoline powered equipment and vehicles on air pollution advisory days, using "greener" paints and solvents wherever possible and more;

APPROVED this 24<sup>th</sup> day of April, 1997.



REVIEWED:

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

*Sandra N. Duffy*  
Sandra N. Duffy, Acting County Counsel

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair

MEETING DATE: APR 24 1997  
AGENDA #: R-4  
ESTIMATED START TIME: 9:40am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: IGA BETWEEN CITY OF PORTLAND AND THE SHERIFF'S OFFICE

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: NEXT AVAILABLE DATE  
AMOUNT OF TIME NEEDED: 5 MINUTES

DEPARTMENT: SHERIFF'S OFFICE DIVISION: SUPPORT

CONTACT: LARRY AAB TELEPHONE #: 251-2489  
BLDG/ROOM #: 313/288

PERSON(S) MAKING PRESENTATION: CONSENT ITEM

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

INTERGOVERNMENTAL AGREEMENT, CONTRACT #801007, BETWEEN THE CITY OF PORTLAND AND THE SHERIFF'S OFFICE, FOR THE CITY WILL PROVIDE FINGERPRINTS AND PHOTOGRAPHS OF INDIVIDUALS ARRESTED FOR CRIMES FOR THE FISCAL YEAR 1996-97.

*4/24/97 Postponed indefinitely*

SIGNATURES REQUIRED:

ELECTED  
OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_



BOARD OF  
COUNTY COMMISSIONERS  
97 APR 16 PM 2:36  
MULTI-NOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract # **801007**

Prior-Approved Contract Boilerplate:  Attached:  Not Attached:

Amendment # \_\_\_\_\_

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$50,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;"><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000</p>
---	---	--

Department: SHERIFF'S OFFICE Division: SUPPORT Date: APRIL 10, 1997  
 Contract Originator: CMDR VERA POOL Phone: 251-2542 Bldg/Room: \_\_\_\_\_  
 Administrative Contact: LARRY AAB Phone: 251-2489 Bldg/Room: 313/228  
 Description of Contract: \_\_\_\_\_

CITY OF PORTLAND WILL PROVIDE FINGERPRINTS AND PHOTOGRAPHS OF INDIVIDUALS ARRESTED FOR CRIMES.

BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_  
 ORS/AR #: \_\_\_\_\_ Contractor is  OMBE  OWBE  OQRF

<p>Contractor Name: CITY OF PORTLAND                  1111 SW 2ND, RM 1202                  PORTLAND OR 97204</p> <p>Phone: _____                  Employer ID# or SS#: _____                  Effective Date: <u>JULY 1, 1996</u>                  Termination Date: <u>JUNE 30, 1997</u>                  Original Contract Amount: <u>\$ 163,301</u>                  Total Amt of Previous Amendments: \$ _____                  Amount of Amendment: \$ _____                  Total Amount of Agreement: \$ _____</p>	<p>Remittance Address (if different): _____</p> <p>Payment Schedule <span style="float: right;">Terms</span></p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required                  Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	--

**REQUIRED SIGNATURES:**

Department Manager: *Vera Pool*  
 Purchasing Manager: \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel: *Steve Norman*  
 County Chair/Sheriff: *Don [Signature]*  
 Contract Administration: \_\_\_\_\_  
 (Class I, Class II Contracts Only)

Date: 4-14-97  
 Date: \_\_\_\_\_  
 Date: 4-16-97  
 Date: 4-14-97  
 Date: \_\_\_\_\_

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB ORG	REPT CATEG	LGFS DESCRIPT	AMOUNT	IN CE EC
01	100	025	4110			6110					
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

## INTERGOVERNMENTAL AGREEMENT

This agreement is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between Multnomah County Sheriff's Office (MCSO), jointly with and behalf of Multnomah County, and the City of Portland (City).

### 1. GENERAL SCOPE

- A. The City of Portland Police Bureau (hereinafter referred to as PPB) maintains within the Justice Center an Identification Division which has the facilities, expertise, and equipment to process crime scene evidence, latent fingerprints, and the fingerprinting and identification of individuals, printing photographic film, and audio/video enhancement.
- B. The PPB personnel within the Identification Division have a national reputation of expertise in identification, fingerprinting, and Automatic Fingerprint Identification Systems (AFIS) through the Western Identification Network.
- C. The MCSO maintains within Multnomah County Detention Center a Reception Unit where fingerprints and photographs are taken when arrested individuals are detained and/or booked for criminal activity.
- D. MCSO requires proper and timely assistance with "major crime scene" investigations, latent print identification, AFIS, lab processing, printing photographic film, audio/video enhancements, and the fingerprinting and identification of individuals processed through the Reception Unit.
- E. A cooperative effort between MCSO and the PPB in the area of crime scene coverage, forensic evidence processing, XImage and printing photographic film, and AFIS, fosters coordination and cooperation.
- F. Therefore, MCSO and PPB agree to the following:
  - 1. The PPB and MCSO mutually agree to maintain an effective identification process for the purposes of fingerprinting and the identification of arrested persons, identifying crime scene latents, and the sharing of information. PPB will continue to provide all services existing under the previous contract.
  - 2. The PPB shall maintain the facilities and equipment necessary for the lab processing of latent prints, latent identification, AFIS and printing 35mm photographic film.

3. The PPB shall assign one Identification Technician to the Reception Unit each working shift. The Identification Technician shall operate within the Reception Unit on a seven day a week, 24 hour per day basis. As a result of MCSO assuming the photographing function within the Reception Unit, the MCSO shall reimburse City for wages and fringe benefits of 2.7 FTE Identification Technicians.
4. MCSO will staff and operate the LIVESCAN at the Multnomah County Court House at a level that they feel is appropriate.
5. MCSO will ensure that the "captured" LIVESCAN prints are of the highest quality possible.
6. MCSO will work with PPB to develop a plan for future services needed.
7. The PPB will provide verification of MCSO's latent print identification.
8. The MCSO and the PPB can request assistance from each other to respond to "Major Crime Scenes" (i.e. homicide, fatal traffic accidents, etc.), if their Criminalist resources were insufficient or not available. Salary and fringe benefit cost would be based upon an hourly basis and reflect the actual cost involved.
9. The PPB shall have administrative authority for the establishment of standards of performance of Identification Technicians, the Criminalist Training Program, standards for processing fingerprints, and other matters that are directly related to the technical aspect of the identification process.
10. The MCSO shall have the administrative authority for directing the identification process of fingerprinting and photographing persons brought into the Reception Unit of the Multnomah County Detention Center. The Reception Unit shall remain a function of the MCSO and the booking process is the responsibility of the Sheriff.
11. MCSO shall determine what level of support services it needs for truing, latent prints identification, major crime scene coverage, lab processing, and photography.

12. The PPB shall provide an adequate and safe work environment for the MCSO Criminalist for the performance of the agreed upon tasks pertaining to latent print identification and processing.
13. The MCSO shall provide an adequate and safe work environment for the City for the performance of the identification processing, fingerprint classifying, and telephonic communications.

2. COMPENSATION

- A. The City shall bill MCSO for \$163,301 for fiscal year 1996-97. This will be based upon the cost of salary and fringe benefits of 2.7 FTE Identification Technicians. Billings for fiscal year 1996-97 will be based on four payments submitted to the MCSO by September 30, December 31, 1996; March 31, and June 30, 1997. If MCSO is called upon by PPB for services, the PPB will credit MCSO the hourly wage with fringe benefits of the MCSO employee classification called upon.
- B. The paying party shall send payment within thirty (30) days after receipt of each billing.

3. COJIN SYSTEM

MCSO shall provide and maintain the imaging equipment in accordance with the COJIN Agreement. MCSO will ensure that the Inmate Management Cards will have all descriptors completed. All available resources such as PPDS, CPMS, CCH, will be utilized to determine identity prior to the fingerprint processing by the Identification Technicians.

4. HOLD HARMLESS

- A. To the maximum extent permitted by law, each party shall hold harmless and indemnify the other, and the officers, agents and employees of the other, from and against any claims for injury or damage to persons or property which may be caused by or arise from its own actions under this agreement.
- B. The agencies shall not be called upon to assume any liability for the direct payment of any salaries, wages, insurance, or other compensation or indemnity to any MCSO employee for any injury or sickness arising out of his/her participation in this section.

- C. All MCSO personnel assigned for training purposed in the Identification Division shall remain employees of MCSO. No MCSO employee shall have any City pension or other status rights under the provision of PPB employment.
- D. All City Identification personnel assigned to work in the Reception Unit shall remain employees of PPB. No police employee shall have any County pension or other status rights under the provision of County employment.

5. TERM

This agreement shall extend from July 1, 1996, through and including June 30, 1997, unless earlier terminated in accordance with Section 6 of this agreement or modified as provided in Section 9.

6. COMPLIANCE WITH LAWS

In connections with its activities under this agreement, the PPB and MCSO shall comply with all applicable federal, state, and local laws and regulations.

7. TERMINATION

- A. This agreement may be terminated upon sixty (60) days mutual written consent of the parties or upon ninety (90) days written notice by one party.
- B. Termination under any provision of this paragraph shall not affect any rights obligation, or liability of the MCSO which accrued prior such termination.

8. OREGON LAW AND FORUM

- A. This agreement shall be construed according to the laws of the State of Oregon.
- B. Any litigation between MCSO an PPB arising under this agreement or out of work performed under this agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the district of Oregon.

9. ASSIGNMENT

MCSO shall not assign this agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of PPB.

10. MODIFICATION

This agreement may be modified by mutual consent of the parties. Any modification to provisions of this agreement shall be reduced to writing and signed by all parties.

11. INTEGRATION

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

12. NOTICES

All notices pursuant to the term of this agreement shall be address as follows:

Notice to Portland:

Charles A. Moose,  
Chief of Police  
Bureau of Portland Police

Notice to MCSO:

Dan Noelle, Sheriff  
Multnomah County Sheriff's Office

13. In the event of a dispute between the parties as to the extent and nature of the duties and function of personnel assigned to the Identification Division, the resolution shall be made by the Chief's of Police of Portland and the Sheriff or their delegated representative.

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

MULTNOMAH COUNTY

CITY OF PORTLAND

By: \_\_\_\_\_  
Beverly Stein, Chair

By: \_\_\_\_\_  
Vera Katz, Mayor

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

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

MULTNOMAH COUNTY SHERIFF'S OFFICE

By:   
Dan Noelle, Sheriff

Date: 4-14-97

REVIEWED:  
Sandra Duffy, Acting County Counsel  
for Multnomah County, Oregon

APPROVED AS TO FORM:

By:  4/16/97  
Steve Nemirow, Assistant Counsel

By: \_\_\_\_\_  
Portland City Attorney

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

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

MEETING DATE: APR 24 1997

AGENDA #: R-5

ESTIMATED START TIME: 9:45 am

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: Resolution to Approve FY 97/98 Grant Budget for the  
Division of Assessment & Taxation

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: April 24, 1997

AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3345 ext 22331  
BLDG/ROOM #: 166/300

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg & Larry F. Nicholas

#### ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

#### SUGGESTED AGENDA TITLE:

RESOLUTION IN THE MATTER OF CERTIFYING AN ESTIMATE OF EXPENDITURES FOR THE  
FY 1997-98 PROPERTY TAX PROGRAM IN ACCORDANCE WITH HB 2338

*4/25/97 certified true copies & copy  
to KATHY TUNEBERG*

#### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT MANAGER: *K. A. Tuneberg* *L. F. Nicholas*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 APR 17 AM 8:45

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

## Staff Report Supplement

To: Board of County Commissioners

From: Kathy Tuneberg, Acting Director,  
Assessment & Taxation Division, DES

Date: April 15, 1997

Subject: Resolution Approving 1997-98 Assessment & Taxation Budget Estimates for the  
Department of Revenue Grant

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### I. Recommendation/Action Requested

Approval of resolution and certification for filing of Assessment & Taxation's two estimated 1997-98 budgets; one for Measure 50 (\$9,790,699), should it be passed by the voters, and one for Measure 47 (\$10,690,700), should it remain in force as is.

### II. Background/Analysis

Since the inception of HB2338 in 1989, all county Assessment and Taxation offices have participated in a Department of Revenue Grant aimed at assuring uniformity and quality of operations of assessment and taxation. As a condition of this grant process the County's decision making body must submit the proposed budget to the Department of Revenue for approval to be eligible for funds available from the pool of grant money.

The proposed 1997-98 budget reduces staffing based on the anticipated lessened workload requirements of Ballot Measure 50. This budget also includes a one-time-only appropriation for staff and resources to: collect required data; convert computer programs to comply with the new requirements of the law; produce a tax statement; and address customer service needs through the first months of adapting to either measure.

Should Measure 50 not pass and Measure 47 remain in effect, a contingency budget to comply with the different work requirements of Ballot Measure 47 is also submitted.

While enabling legislation for Measure 50 has not been passed by the Legislature (nor has enabling legislation for Measure 47), the Department of Environmental Services compared funding levels of other counties, and used an early projection made by a committee of the Oregon Association of County Assessors to arrive at the proposed funding levels for compliance with the anticipated legal requirements.

III. Financial Impact

Multnomah County's Assessment & Taxation Division is in the awkward position of developing a budget to comply with new legal requirements, before it is certain which of the two competing ballot measures will ultimately become law, and before any enabling legislation is in place that could give some direction. The proposed budget represents both a conservative approach to appropriation (given the county's overall position regarding general fund reductions), as well as a good-faith effort to address the complexities and potential outcomes of our changing legal environment.

The proposed budgets for next year include \$1.55 million in one-time-only money for staff and resources to: collect required data; convert computer programs to comply with the new requirements of the law; and produce a tax statement under either Measure 50 or Measure 47. Included in the \$1.55 million is approximately \$56 thousand to address increased customer service demand anticipated to occur as a result of the changing laws.

If Measure 50 passes, after the transition year, the Assessment & Taxation Budget would be \$8,237,919, which represents a cut of \$2,721,267 from the 1996-97 appropriation level; or \$3,975,209 from the estimated 1997-98 current service level budget.

If Measure 47 is the legal requirement, the non-transition-year appropriation level would be \$9,137,920 representing a cut of \$1,821,266 from the 1996-97 appropriation, or \$3,075,208 from the estimated 1997-98 current service level budget.

	Current 1996/97	Proposed M50 97/98 (excluding One-Time- Only)	% Dec.	Proposed M47 97/98 (excluding One-Time- Only)	% Dec.
Total A&T Fund	10,959,186	8,237,919	24.83%	9,137,920	16.62%
FTE in A&T Fund	151.25	107.40	29.0%	125.90	16.8%

We expect the revenue impact from either of these approaches to be negligible in the first year; because both budgets provide full funding through September to complete work required to produce the tax statement. Failure to capture revenue resulting from un-permitted construction activity would first be evident in the 1998/99 tax collections, and over time could compound into a declining revenue base. The effects of this activity are unclear at this time, and would require further analysis as to the long-term impact under various market scenarios.

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Total A&T Fund	10,959,186	8,237,919	24.83%	9,137,920	16.62%
FTE in A&T Fund	150.06	109.40	27.1%	127.40	15.1%

We expect the revenue impact from either of these approaches to be negligible in the first year; because both budgets provide full funding through September to complete work required to produce the tax statement. Failure to capture revenue resulting from un-permitted construction activity would first be evident in the 1998/99 tax collections, and over time could compound into a declining revenue base. The effects of this activity are unclear at this time, and would require further analysis as to the long-term impact under various market scenarios.

IV. Legal Issues

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House Bill 2338 requires the Board of Commissioners to approve and certify the Assessment & Taxation budget for eligibility in the grant funding pool.

V. Controversial Issues

Any long-term revenue reduction resulting from changes in appraisal practices is likely to be controversial; both for Multnomah County, and for other jurisdictions receiving revenue from the unsegregated tax account.

Submitting two budgets to the Department of Revenue under an unclear legal scenario may also be controversial. It is planned to fully disclose the "dual budget" approach to the DOR, and to request full eligibility for grant funding at either resulting appropriation level.

VI. Link to Current County Policy

It is County policy to operate within the legal requirements for our Assessment & Taxation function.

VII Citizen Participation

While taxation issues generate citizen interest, the approval of the Assessment & Taxation budget is unlikely to generate significant citizen participation issues.

VIII Other Government Participation.

Other than review by the State of Oregon Department of Revenue, no other government participation is expected.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY, OREGON

In the Matter of Certifying )  
an Estimate of Expenditures )  
for the FY 1997-98 Property )  
Tax Program in Accordance )  
with HB 2338 )

RESOLUTION  
97- 78

WHEREAS, House Bill 2338, hereinafter referred to as HB 2338, which passed during the 1989 legislative session significantly altered the funding structure for Assessment & Taxation; and

WHEREAS, in Multnomah County, meeting the requirements of HB 2338 will result in additional expenditures for Assessment & Taxation over the next several years; and

WHEREAS, a major purpose of HB 2338 is to bring Assessment and Taxation operations into compliance with Oregon Department of Revenue regulations; and

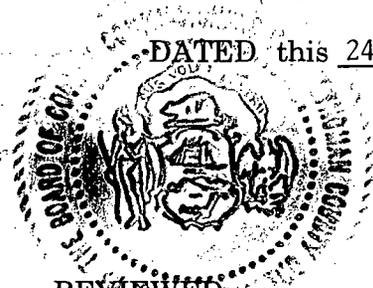
WHEREAS, HB 2338 created a statewide revenue pool to help offset the additional costs of being in full compliance with Department of Revenue regulations; and

WHEREAS, HB 2338 requires counties to file by May 1st (extended date) of each calendar year an estimate of expenditures for their total Property Tax Program with the Department of Revenue; and

WHEREAS, Assessment & Taxation has prepared such an estimate of expenditures in accordance with HB 2338 and Department of Revenue administrative guidelines; now therefore

IT IS HEREBY RESOLVED that the attached estimate of expenditures for the fiscal year 1997-98 Property Tax Program for Multnomah County is certified for filing with the Department of Revenue as required by HB 2338.

DATED this 24th day of April, 1997.



Board of County Commissioners  
Multnomah County, Oregon

*Beverly Stein*  
Beverly Stein, Chair

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

*Sandra N. Duffy*  
Sandra N. Duffy

## APPRAISAL SECTION

In anticipation of implementing either Measure 47 or Measure 50, the appraisal section has completely redesigned how it will work in the future. To allow for minimal compliance with anticipated new requirements, changes have been made in this fiscal year. Beginning in January, the Commercial Section ceased all district reappraisal activities. They are gathering characteristic data to be used for a planned computer assisted program which will allow for some alternative appraisal methods. This was necessary because not all characteristics of commercial properties were available for a computer system (there was no commercial system). This work which comprises roughly one half of the county will be complete in October, 1997.

While there currently is a residential system, we accelerated the appraisal process by appraising without attempting inside inspections. This accelerated method allowed for more staff work on new and partial appraisals (valuation on new or improved structures) thus allowing staff to go back to neighborhoods that appear to have un-permitted work. Some residential appraisers will be reassigned to work on gathering characteristics of commercial properties. Recognizing that there will be significant staff reductions in 1997/98, we have not filled any vacant positions, so this current work is being done with reduced staff.

With the implementation of either measure, the significantly reduced staff will concentrate on non district appraisal activities, such as appeals, new construction, reconstruction, divisions and consolidations of accounts (initiated by property owners), governmental leased properties, principal and industrial accounts, sales confirmation to support the ratio study and exemptions/deferrals. Work that will not take place is any systematic reappraisal, or appraisal support for the Board of Equalization (or Board of Property Tax Appeals).

Under additional reductions imposed by the Measure 50 funding, we will reduce the level of activity in the above areas.

## TECHNICAL SUPPORT SECTION

The Technical Support Section under either Measure 47 or Measure 50 will have a reduced work load in data entry and appropriate cuts in this area are reflected in the budget.

Major work needs to be done to the current mainframe Assessment and Taxation System to allow for processing of tax statements under either of these two bills. At this time, the Legislature has not passed implementation legislation for either measure, however, we are taking our best estimate of how the changes will be reflected in the system and are doing some preliminary computer system work with assistance from ISD to anticipate the major changes that will need to take place by late summer.

Since the current system cannot accommodate changes caused by the year 2000, we will be choosing a new system in 1998 and Technical Support will have a key role in working with ISD to assure that the system reflects the business needs of Assessment and Taxation.

## TAX COLLECTION & RECORDS MANAGEMENT

As in most areas of Assessment and Taxation, there have been staff reductions in the Tax Collection and Records Management areas. While there is no workload reduction in either of these areas, we will restructure how we respond to the public (possible reduced hours, one central point for customer assistance, change policy on issuing payment receipts, etc.) to accommodate this funding reduction. We are also going to increase the cross training of staff to allow for minimal coverage in specific areas during peak times.

There have been no reductions in Cartography, as this area also provides the base map for many County, City and Metro GIS activities.

**BUD 1 - Division Expenditures Spreadsheet**

A & T M50 PACKAGE BUDGET REQUEST LGFS Codes OBJECT DETAIL	AGENCY	ORG	PREPARED BY													Date	
	DES	A & T	K. Tuneberg													14-Apr-97	
	FUND 175	AGENCY 030	ORG 7060	Facilities Tax Title 5655	Board of Equalization 7390	A&T Administration 7565	Technical Support 7566	Records Management 7570	Recording 7575	Admin Support/Exem 7585	Industrial/ Commercial 7590	Personal Property 7600	Residential 7610	Appraisal Clerical 7620	Tax Collection 7630	Tax Title Business Offc 7631	Marriage Licenses 7635
5100 PERMANENT	0	43,413	197,082	603,873	596,904	0	373,408	648,867	287,088	647,272	395,904	803,521	0	0	0	0	4,597,332
5200 TEMPORARY	0	20,388	0	10,970	2,065	0	0	0	0	0	53,971	35,385	0	0	0	0	122,779
5300 OVERTIME	0	0	0	7,740	0	0	0	0	0	0	0	2,531	0	0	0	0	10,271
5400 PREMIUM PAY	0	0	0	3,041	0	0	0	4,385	0	0	0	0	0	0	0	0	7,426
5500 FRINGE	0	7,822	34,778	111,966	107,568	0	66,169	117,103	51,554	116,232	75,600	150,534	0	0	0	0	839,325
<b>DIRECT PERSONAL SERVICES</b>	0	71,622	231,860	737,590	706,537	0	439,577	770,355	338,642	763,504	525,474	991,971	0	0	0	0	5,577,133
5550 INS BENEFITS	0	3,733	20,008	76,260	77,111	0	48,377	84,055	33,785	79,562	58,163	107,187	0	0	0	0	588,241
<b>TOTAL PERSONAL SERVICES</b>	0	75,355	251,868	813,851	783,648	0	487,954	854,411	372,427	843,067	583,638	1,099,157	0	0	0	0	6,165,375
6050 COUNTY SUPPLEMENTS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6060 PASS THROUGH PAYMENTS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6110 PROFESSIONAL SERVICES	0	30,202	2,160	440,915	0	0	0	0	0	0	0	87,700	0	0	0	0	560,977
6120 PRINTING	0	6,500	5,000	200	23,362	0	4,100	3,040	3,800	2,050	2,725	23,732	0	0	0	0	74,509
6130 UTILITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6140 COMMUNICATIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6170 RENTALS	0	0	0	0	0	0	0	0	0	0	720	3,000	0	0	0	0	3,720
6180 REPAIRS & MAINTENANCE	0	1,150	1,000	16,400	5,000	0	500	200	500	2,900	0	2,500	0	0	0	0	30,150
6190 MAINTENANCE CONTRACTS	0	0	310	295,494	7,697	0	0	0	0	0	0	16,000	0	0	0	0	319,501
6200 POSTAGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6230 SUPPLIES	0	2,000	11,000	36,967	11,683	0	6,000	8,380	2,650	8,300	8,500	10,600	0	0	0	0	106,080
6270 FOOD	0	300	250	0	0	0	0	0	0	0	0	0	0	0	0	0	550
6310 TRAVEL & TRAINING	0	450	1,750	18,000	700	0	2,300	3,875	1,600	3,240	850	2,450	0	0	0	0	35,215
6330 LOCAL TRAVEL & MILEAGE	0	175	1,972	1,029	150	0	1,480	17,558	4,700	19,720	0	1,100	0	0	0	0	47,884
6520 INSURANCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6530 EXTERNAL D.P.	0	0	0	800	0	0	0	0	0	0	0	0	0	0	0	0	800
6550 DRUGS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6580 CLAIMS PAID/JUDGEMENTS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6610 AWARDS & PREMIUMS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6620 DUES & SUBSCRIPTIONS	0	0	1,659	1,080	100	0	2,638	1,145	1,400	798	258	500	0	0	0	0	9,578
7810 DEBT RETIREMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7820 INTEREST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>DIRECT MATERIALS AND SERVICES</b>	0	40,777	25,101	810,885	48,692	0	17,018	34,198	14,650	37,008	13,053	147,582	0	0	0	0	1,188,964
7100 INDIRECT COSTS	0	6,066	13,562	121,059	40,367	0	22,572	40,295	18,120	38,425	27,016	63,029	0	0	0	0	390,511
7150 TELEPHONE	0	1,706	4,015	8,174	11,154	0	8,585	7,111	2,883	5,662	6,154	19,439	0	0	0	0	74,883
7200 DATA PROCESSING	0	0	0	1,115,257	0	0	0	0	0	0	0	0	0	0	0	0	1,115,257
7250 PC FLAT FEES	0	0	0	84,431	0	0	0	0	0	0	0	0	0	0	0	0	84,431
7300 MOTOR POOL	0	0	1,200	336	0	0	2,280	13,680	7,260	9,920	0	250	0	0	0	0	34,926
7350 ELECTRONICS	0	0	600	0	0	0	0	0	0	0	0	0	0	0	0	0	600
7400 BUILDING MANAGEMENT	0	14,736	18,452	30,665	77,233	0	13,500	18,200	17,387	23,660	42,520	100,045	0	0	0	0	356,398
7500 OTHER INTERNAL SERVICES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7550 LEASE PAYMENTS TO C.L.R.	0	0	0	37,000	45,340	0	0	0	0	0	0	0	0	0	0	0	82,340
7560 MAIL/DISTRIBUTION	0	12,907	24,000	2,470	2,000	0	11,950	2,330	19,950	2,160	2,495	145,000	0	0	0	0	225,262
<b>INTERNAL SERVICE REIMBURSEMEN</b>	0	35,415	61,829	1,399,391	176,094	0	58,887	81,616	65,600	79,827	78,185	327,763	0	0	0	0	2,364,608
<b>TOTAL MATERIALS AND SERVICES</b>	0	76,192	86,930	2,210,277	224,786	0	75,905	115,813	80,250	116,835	91,238	475,345	0	0	0	0	3,553,571
8100 LAND	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8200 BUILDINGS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8300 OTHER IMPROVEMENTS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8400 EQUIPMENT	0	0	0	65,753	6,000	0	0	0	0	0	0	0	0	0	0	0	71,753
<b>TOTAL CAPITAL OUTLAY</b>	0	0	0	65,753	6,000	0	0	0	0	0	0	0	0	0	0	0	71,753
<b>TOTAL DIRECT BUDGET</b>	0	112,399	256,961	1,614,229	761,229	0	456,595	804,553	353,292	800,512	538,527	1,139,553	0	0	0	0	6,837,850
<b>TOTAL EXPENDITURES</b>	0	151,547	338,798	3,089,881	1,014,434	0	563,859	970,224	452,677	959,902	674,875	1,574,502	0	0	0	0	9,790,699

**GRANT DOCUMENT STAFFING REPORT  
MEASURE 50 HEADCOUNT LEVELS**

**1997-98**

Multnomah County	1 Approved FTE's Current Year (1996/97)	Budgeted FTE's Coming Year (1997-98)		3 Change (Col. 1 vs Col. 2) ***
		July 1-Sep 30	2 Oct 1-June 30	
<b>A. ADMINISTRATIVE STAFF</b>				
Assessor, Deputy, etc.:	2	2	2	0
Support Staff	3	3	3	0
<b>Total Assessment Administration</b>	5	5	5	0
<b>B. VALUATION-APPRAISAL STAFF:</b>				
Chief Appraisers/Appraisal Supervisors	9	9	5	-4
Lead Appraisers	0	0	0	0
Residential Appraisers	22	19	7.5	-14.5
Commercial Appraisal Tech.	1	1	1	0
Commercial/Industrial/Appraisers	19	19	8	-11
Farm/Forest/Rural Appraisers	2	0	0.25	-1.75
Mobile Home Appraisers	1	0	0.25	-0.75
Personal Property Appraisers/Specialists	7	6	6	-1
Sales Data Analysts	1	3	3	2
Other Appraisers	0	0	0	0
Exemption Analysts	1	1	1	0
Clerical Support	20	21	14	-6
<b>Total Valuation-Appraisal Staff</b>	83	79	46	-37
<b>C. CLERK/BOE/BORR</b>	1.6	0.85	0.85	-0.75
<b>D. TAX COLLECTION STAFF:</b>				
Real Property	19.75	17.3	17.3	-2.45
Personal Property	5	4	5	0
Tax Distribution	1.5	1.5	1.5	0
<b>Total Tax Collection Staff</b>	26.25	22.8	23.8	-2.45
<b>E. CARTOGRAPHY STAFF</b>				
Cartographic Supervisor	1	1	1	0
Lead Cartographer	0	0	0	0
Cartographer	4	4	4	0
Deed or Abstract Clerk	15	13	12	-3
<b>Total Cartography Staff</b>	20	18	17	-3
<b>F. A &amp; T DATA PROCESSING STAFF</b>	21.03	21.41	22.41	1.38
<b>TOTAL A &amp; T STAFFING</b>	156.88	147.06	115.06	-41.82

Please explain any staffing changes made to the above categories for the approved current year.

**APPEALS**

**Number of:**

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Tax Court July 1, 1995 - June 30, 1996	40

**OTHER APPRAISALS**

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All disqualifications from special assessment July 1, 1995 - June 30, 1996	66
Exemptions requiring application (including Veteran's Exemptions) July 1, 1995 - June 30, 1996	10,569

NOTE: Amounts in "Oct. 1 - June 30" column represent headcount of budgeted positions after Dec. 31, 1997. Because of part year funding, they do not equal budget FTE.

\*\*\* Change equals Current Approved minus Coming Year Oct. 1 - June 30.

**MEASURE 50 TOTAL**

**MULTNOMAH COUNTY**

EXPENDITURES FOR:	A VALUATION	B RECORDS ASSESSMENT	C BOARDS OF EQUALIZATION	D TAX COLLECTION & DISTRIBUTION	E CADASTRAL MAPPING	F DATA PROCESSING	G TOTAL
1. Personal Services *1	3,393,364	783,649	75,355	1,099,158	0	813,850	6,165,376
2. Materials & Services *1	487,201	224,636	76,017	473,995	0	2,208,911 A	3,470,760
3. Cost of Transportation *2 (Do Not Include in Materials & Services or Capital Outlay)	79,770	150	175	1,350	0	1,365	82,810
4. Capital Outlay (Do Not Include in Materials & Services)	0	6,000	0	0	0	65,753 *3	71,753 *4
<b>5. TOTAL</b>	<b>3,960,335</b>	<b>1,014,435</b>	<b>151,547</b>	<b>1,574,503</b>	<b>0</b>	<b>3,089,879</b>	<b>9,790,699</b> *6

\*1 Do Not Include Any Amount That Is Included in Capital Outlay.

\*2 Specify The Method Used To Determine Cost Of Transportation:

The estimate of the actual cost of operating the vehicle for a 12 month period plus a depreciation allowance for the useful life of the vehicle.

The rate per mile used in the County with an estimate of miles driven.  
Rate per Mile 0.315 Est. of Miles 220,100

\*3 Data Processing And Capital Outlay Includes Personal Services And Materials & Services For All New Data Processing Development And All Data Processing Equipment Purchases.

\*4 Capital Outlay Is Limited To Either 6 Percent Of The Total Dollars Certified Or \$50,000, Whichever Is Greater.

5 Specify The Method Used To Determine Indirect Costs:

Percent Amount Approved By A Federal Granting Agency.

4.17% of 9,718,946  
(INCLUDED IN TOTALS ABOVE)

5 Percent of Total Direct Expenditures Less Capital Outlay.

Total Indirect Costs \_\_\_\_\_

\*6 Total Eligible For Grant \$9,790,699

7 Total Expenditures Certified For Consideration In Grant  
(Total of 5 and 6) \$9,790,699

BUD 1 - Division Expenditures Spreadsheet

A & T M47 PACKAGE BUDGET REQUEST		AGENCY DES	ORG A & T	PREPARED BY K. Tuneberg													Date 14-Apr-97		
LGFS Codes		FUND 175	AGENCY 030	ORG 7060	Facilities Tax Title 5655	Board of Equalization 7390	A & T Administration 7565	Technical Support 7566	Records Management 7570	Recording 7575	Admin Support/Exem 7585	Industrial/ Commercial 7590	Personal Property 7600	Residential 7610	Appraisal Clerical 7620	Tax Collection 7630	Tax Title Business Offc 7631	Marriage Licenses 7635	TOTAL
5100	PERMANENT	0	43,413	197,082	645,467	596,904	0	373,408	747,541	287,088	950,269	489,501	827,313	0	0	0	0	5,157,985	
5200	TEMPORARY	0	20,388	0	10,970	2,065	0	0	0	0	0	0	53,971	35,385	0	0	0	122,779	
5300	OVERTIME	0	0	0	7,740	0	0	0	0	0	0	0	0	0	2,531	0	0	10,271	
5400	PREMIUM PAY	0	0	0	3,041	0	0	0	0	0	4,385	0	0	0	0	0	0	7,426	
5500	FRINGE	0	7,822	34,778	119,437	107,568	0	66,169	134,824	51,554	170,649	92,407	154,806	0	0	0	0	940,014	
<b>DIRECT PERSONAL SERVICES</b>		0	71,622	231,860	786,655	706,537	0	439,577	886,750	338,642	1,120,918	635,879	1,020,035	0	0	0	0	6,238,475	
5550	INS BENEFITS	0	3,733	20,008	80,396	77,111	0	48,377	96,979	33,785	119,499	74,621	113,761	0	0	0	0	668,270	
<b>TOTAL PERSONAL SERVICES</b>		0	75,355	251,868	867,051	783,648	0	487,954	983,729	372,427	1,240,418	710,500	1,133,795	0	0	0	0	6,906,745	
6050	COUNTY SUPPLEMENTS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6060	PASS THROUGH PAYMENTS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6110	PROFESSIONAL SERVICES	0	30,202	2,160	459,065	0	0	0	0	0	0	0	0	0	87,700	0	0	579,127	
6120	PRINTING	0	6,500	5,000	200	23,362	0	4,100	3,280	3,800	2,500	3,225	23,732	0	0	0	0	75,699	
6130	UTILITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6140	COMMUNICATIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6170	RENTALS	0	0	0	0	0	0	0	0	0	0	0	720	3,000	0	0	0	3,720	
6180	REPAIRS & MAINTENANCE	0	1,150	1,000	17,400	5,000	0	500	200	500	2,900	0	2,500	0	0	0	0	31,150	
6190	MAINTENANCE CONTRACTS	0	0	310	295,494	7,697	0	0	0	0	0	0	16,000	0	0	0	0	319,501	
6200	POSTAGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6230	SUPPLIES	0	2,000	11,000	36,967	11,683	0	6,000	9,200	2,650	12,900	12,000	11,200	0	0	0	0	115,600	
6270	FOOD	0	300	250	0	0	0	0	0	0	0	0	0	0	0	0	0	550	
6310	TRAVEL & TRAINING	0	450	1,750	18,000	700	0	2,300	4,725	1,600	5,520	1,250	2,450	0	0	0	0	38,745	
6330	LOCAL TRAVEL & MILEAGE	0	175	1,972	3,029	150	0	1,480	20,188	4,700	27,870	0	1,100	0	0	0	0	60,664	
6520	INSURANCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6530	EXTERNAL D.P.	0	0	0	800	0	0	0	0	0	0	0	0	0	0	0	0	800	
6550	DRUGS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6580	CLAIMS PAID/JUDGEMENTS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6610	AWARDS & PREMIUMS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6620	DUES & SUBSCRIPTIONS	0	0	1,659	1,080	100	0	2,638	1,480	1,400	998	258	500	0	0	0	0	10,113	
7810	DEBT RETIREMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7820	INTEREST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>DIRECT MATERIALS AND SERVICES</b>			40,777	25,101	832,035	48,692	0	17,018	39,073	14,650	52,688	17,453	148,182	0	0	0	0	1,235,669	
7100	INDIRECT COSTS	0	6,066	13,562	126,308	40,367	0	22,572	46,024	18,120	56,446	32,560	64,513	0	0	0	0	426,538	
7150	TELEPHONE	0	1,706	4,015	8,448	11,154	0	8,585	7,739	2,883	8,000	7,601	19,792	0	0	0	0	79,922	
7200	DATA PROCESSING	0	0	0	1,158,772	0	0	0	0	0	0	0	0	0	0	0	0	1,158,772	
7250	PC FLAT FEES	0	0	0	92,190	0	0	0	0	0	0	0	0	0	0	0	0	92,190	
7300	MOTOR POOL	0	0	1,200	336	0	0	2,280	16,245	7,260	9,920	0	250	0	0	0	0	37,491	
7350	ELECTRONICS	0	0	600	0	0	0	0	0	0	0	0	0	0	0	0	0	600	
7400	BUILDING MANAGEMENT	0	14,736	18,452	30,665	77,233	0	13,500	18,200	17,387	40,040	42,520	100,045	0	0	0	0	372,778	
7500	OTHER INTERNAL SERVICES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7550	LEASE PAYMENTS TO C.L.R.	0	0	0	37,000	45,340	0	0	0	0	0	0	0	0	0	0	0	82,340	
7560	MAIL/DISTRIBUTION	0	12,907	24,000	2,470	2,000	0	11,950	2,330	19,950	2,550	2,745	145,000	0	0	0	0	225,902	
<b>INTERNAL SERVICE REIMBURSEMENTS</b>			35,415	61,829	1,456,188	176,094	0	58,887	90,538	65,600	116,956	85,426	329,600	0	0	0	0	2,476,533	
<b>TOTAL MATERIALS AND SERVICES</b>			76,192	86,930	2,288,223	224,786	0	75,905	129,610	80,250	169,644	102,878	477,782	0	0	0	0	3,712,202	
8100	LAND	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8200	BUILDINGS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8300	OTHER IMPROVEMENTS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8400	EQUIPMENT	0	0	0	65,753	6,000	0	0	0	0	0	0	0	0	0	0	0	71,753	
<b>TOTAL CAPITAL OUTLAY</b>			0	0	65,753	6,000	0	0	0	0	0	0	0	0	0	0	0	71,753	
<b>TOTAL DIRECT BUDGET</b>		0	112,399	256,961	1,684,443	761,229	0	456,595	925,823	353,292	1,173,606	653,331	1,168,217	0	0	0	0	7,545,897	
<b>TOTAL EXPENDITURES</b>		0	151,547	338,798	3,221,028	1,014,434	0	563,859	1,113,339	452,677	1,410,062	813,378	1,611,578	0	0	0	0	10,690,700	

**GRANT DOCUMENT STAFFING REPORT  
MEASURE 47 HEADCOUNT LEVELS**

**1997-98**

Multnomah County	1 Approved FTE's Current Year (1996/97)	Budgeted FTE's Coming Year (1997-98)		3 Change (Col. 1 vs Col. 2) ***
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<b>Total Valuation-Appraisal Staff</b>	83	79	63	-20
<b>C. CLERK/BOE/BORR</b>	1.6	0.85	0.85	-0.75
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Real Property	19.75	17.3	18.3	-1.45
Personal Property	5	4	5	0
Tax Distribution	1.5	1.5	1.5	0
<b>Total Tax Collection Staff</b>	26.25	22.8	24.8	-1.45
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MEASURE 47 TOTAL

MULTNOMAH COUNTY

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2. Materials & Services *1	552,102	224,636	76,017	476,433	0	2,284,858 A	3,614,046
3. Cost of Transportation *2 (Do Not Include in Materials & Services or Capital Outlay)	93,115	150	175	1,350	0	3,365	98,155
4. Capital Outlay (Do Not Include in Materials & Services)	0	6,000	0	0	0	65,753 *3	71,753 *4
5. TOTAL	4,692,106	1,014,435	151,547	1,611,579	0	3,221,033	10,690,700 *6

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(INCLUDED IN TOTALS ABOVE)

5 Percent of Total Direct Expenditures Less Capital Outlay.

Total Indirect Costs \_\_\_\_\_

\*6 Total Eligible For Grant \$10,690,700

7 Total Expenditures Certified For Consideration In Grant  
(Total of 5 and 6) \$10,690,700

## GRANT DOCUMENT RESOLUTION

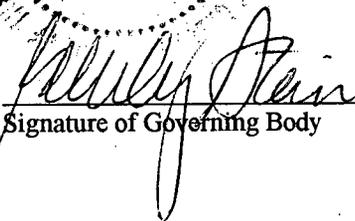
Multnomah County is applying to the Department of Revenue in order to participate in the Assessment and Taxation Grant. This grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.027, 308.232, 308.234, chapters 309,310, 312, and other laws requiring equity and uniformity in the system of property taxation.

Multnomah county has undertaken a self-assessment of its compliance with the laws and rules which govern the Oregon property tax system.

Multnomah County is generally in compliance with ORS 308.027, 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation. Where the county is not in compliance, a plan or an amended plan has been or is being submitted to the department for approval. Where there is a plan in place, the county is in compliance with the plan as approved by the Department of Revenue.

The Property Tax Grant Document has been reviewed by the county governing body and constitutes the county's program to maintain an achieve compliance with the requirement of the Oregon property tax system. Multnomah county designate Kathy Tuneberg, phone number 248-3345, as the county contact person for this grant document.



  
\_\_\_\_\_  
Signature of Governing Body

April 24, 1997

*Date Signed*

MEETING DATE: APR 24 1997

AGENDA NO: B-2

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** LOCAL CRITERIA TO RESPOND TO STATE REQUEST FOR PROPOSALS (RFP) TO PROVIDE MANAGED MENTAL HEALTH SERVICES UNDER THE OREGON HEALTH PLAN

**BOARD BRIEFING**      **Date Requested:** APRIL 24, 1997

**Amount of Time Needed:** 1/2 HOUR

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

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

**DEPARTMENT:** DCFS      **DIVISION:** DIRECTOR'S OFFICE

**CONTACT:** JUDY ROBISON      **TELEPHONE #:** 248-3691, EXT. 24047  
**BLDG/ROOM #:** \_\_\_\_\_

**PERSON(S) MAKING PRESENTATION:** LOLENZO POE, HOWARD KLINK, JUDY ROBISON, & FLOY D MARTINEZ

**ACTION REQUESTED:**

**INFORMATIONAL ONLY**       **POLICY DIRECTION**       **APPROVAL**       **OTHER**

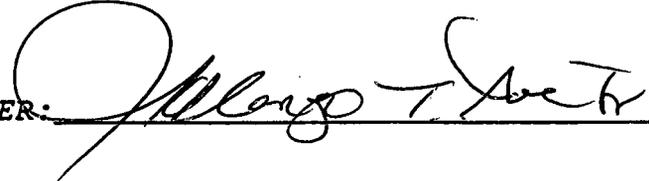
**SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):**

TO SEEK POLICY DIRECTION FROM THE BOARD TO FORWARD LOCAL CRITERIA TO THE STATE MENTAL HEALTH AND DEVELOPMENTAL SERVICES DIVISION.

**SIGNATURES REQUIRED:**

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

**OR**

**DEPARTMENT MANAGER:** 

BOARD OF  
COUNTY COMMISSIONERS  
97 APR 16 PM 12:36  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

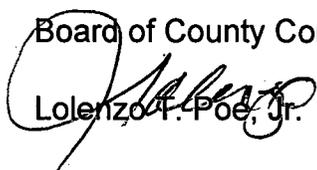


# MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

FROM:  Lorenzo T. Poe, Jr.

DATE: April 14, 1997

SUBJECT: Local Mental Health Authority's Submission to the State of Multnomah County's Local Criteria to Respond to the State Request for Proposals (RFP) to Provide Managed Mental Health Services Under the Oregon Health Plan (OHP)

## I. Recommendations

The Department of Community and Family Services recommends the Board of County Commissioners forward the attached local criteria recommendations to the State Mental Health and Developmental Disability Services Division. The State will review these criteria and add those it considers germane to the five identified categories of RFP required responses. The criteria will be used by the State to evaluate all proposals that seek to serve Multnomah County. Local Criteria are due to the State on May 6, 1997.

## II. Background/Analysis

The Department, on behalf of the Local Mental Health Authority, has conducted a local planning process to develop local criteria to respond to the State RFP. The RFP was released on January 10, 1997. Critical issues related to county risk, liability, systems design and quality of care have been articulated to the Board at a number of decision points during the past three years.

As part of the RFP, the State allows Local Mental Health Authorities to conduct a local planning process. The central focus of the process is to develop local criteria in five areas. The five local areas are: Consumer Involvement and Advocacy; Delivery System Configuration; Delivery System Capacity; Accessibility and Continuity of Care and Quality Assurance/Quality Improvement System.

The Department of Community and Family Services, on behalf of the Local Mental Health Authority, convened an advisory work group. The task of the work group was to participate in the local criteria development. The membership included designated representatives from those organizations that submitted to the State a Letter of Intent to submit a bid on the RFP as well as other community stakeholders and County Commissioner Gary Hansen. (See attached membership list). In addition, on April 14<sup>th</sup>, the Department has scheduled a meeting for interested persons to comment on the local criteria recommendations developed through the participation of the advisory work group members.

The local planning process has provided an opportunity for the County to take a leadership role in defining the Local Mental Health Authority's new and changing relationships to successful bidders to the State RFP. Inclusion of the local criteria in the RFP will require a bidder to respond to specific county expectations that the organization assures meaningful participation with Multnomah County. This includes agreeing to participate with the Local Mental Health Authority in system wide mechanisms to identify and resolve problems and to evaluate managed mental health service delivery implementation under the Oregon Health Plan.

### III. Financial Impact

There are no direct costs associated with recommending local criteria for inclusion in State RFP other than those related to staff time required to conduct the local planning efforts.

### IV. Legal Issues

Local criteria that appears to the State to be in conflict with state and federal procurement rules and regulations will be disregarded.

### V. Controversial Issues

A. The State has assigned a relatively low weighting of 100 points, out of a possible 1000 point score, to the local planning process RFP required response. This becomes even more of an issue if the bidder submits an RFP proposal to serve not one geographic area, but a regional area or statewide. However, the State will have a method to score how responsive that proposal is to Multnomah County's local planning criteria as well as how it fares against other proposers' responses to the local criteria.

B. Multnomah County's local planning process established a public dialogue, with the Local Mental Health Authority as the convener, to begin to address how the system as a whole will monitor and evaluate these significant changes to

publicly funded clinical populations. The continuation of the dialogue, via the local criteria, provides the system with a mechanism to address system-wide changes that will result from the OHP implementation that limits the County role.

C. Advocacy groups for Persons with Disabilities and the Elderly who are Medicaid clients have raised concerns at the State level regarding their lack of involvement in the State's planning prior to the release of the RFP. This is a continuing issue. In the Multnomah County Planning Process, the Department of Aging Services collaborated with its Senior and Disabled Services partner to assure participation on the Local Criteria Advisory Work Group. In addition, Multnomah Disability Services Advisory Council members were encouraged to review and comment on the attached recommendations. It is anticipated that the members will participate at the April 14<sup>th</sup> public meeting.

#### VI. Link to Current County Policies

The local criteria are designed to further county benchmarks and strategies for integration of services in an era of health and welfare reform and revenue instability. The proposed recommendations to the State position the Local Mental Health Authority to continue to have a strong role in assuring access, quality of care and availability of services for high need, vulnerable populations.

#### VII. Citizen Participation

The Advisory Work Group includes representatives of consumer, parent, family and advocate organizations and individuals. See attached list. Also, the attached criteria recommendations were widely distributed to interested persons in preparation of the April 14<sup>th</sup> meeting in which the Department will solicit comments from the public.

#### VII. Other Governmental Participation

The State RFP stipulates that the State Mental Health and Developmental Disability Services Division "supervise" the local planning process. The State has been kept informed of content and planning structure and has positively noted the comprehensive and inclusive process and accompanying materials. In addition, the Multnomah County Health, Adult and Community Justice and Aging Services Departments have been kept informed and have designated their representatives to the planning process. Other governmental stakeholders, including Adult and Family Services, State Office of Services to Children and Families, State Senior and Disabled Services, Portland Public Schools and the Portland Police Bureau have been included in the advisory work group.

**Multnomah County's Local Planning Process**  
**Re: State of Oregon's Request for Proposals (RFP)**  
**To Provide Managed Mental Health Services Under the Oregon Health Plan**  
**Advisory Work Group**  
***MEMBERSHIP LIST***

<b><u>NAME</u></b>	<b><u>AFFILIATION</u></b>
Allen, Vikki	Child & Adolescent Mental Health Advisory Committee Multnomah County Department of Community and Family Services
Angell, Kristin	Advanced Behavioral Health
Avery, Marie	Parry Center for Children
Bailey, Michael	Developmental Disabilities Coordinating Council Multnomah County Department of Community and Family Services
Braden, Gary	Native American Rehabilitation Association
Brown, Jimmy	Multnomah County Department of Juvenile and Adult Community Justice
Chisholm, Yvette	Value Behavioral Health Plans
Drews, Paul	State Office for Services to Children & Families, Metro Region
Ford, Sue	Adult & Family Services
Foster, Thomas	Northwest Mental Health Associates
Gannon, Anita	HMO Oregon
Greenblatt, Joshua	PacifiCare Behavioral Health
Hansen, Gary	Multnomah County Board of County Commissioners
Harris, Richard	Central City Concern
Heatherington, Jeff	Family Care
Hennrich, Mary Lou	CareOregon
Hoffer, Vern	Portland Public Schools, Special Education Program
Keopraseuth, Kham One	Oregon Health Sciences University Indochinese Psychiatric Program
Klink, Howard	Multnomah County Department of Community and Family Services
Lindstrom, Wayne	United Behavioral Health

<b><u>Name</u></b>	<b><u>Affiliation</u></b>
Martinez, Floyd	Multnomah County Department of Community and Family Services Behavioral Health Division
Miller, Sharon	State Senior and Disabled Services Division
Ocaña, Juan Carlos	Program Hispano
Reilly, Linda	Child & Adolescent Mental Health Advisory Committee Multnomah County Department of Community and Family Services
Robison, Judy	Multnomah County Department of Community and Family Services
Rufener, Brent	ODS Health Plan
Snedecor, Scott	Mental and Emotional Disabilities Advisory Council Multnomah County Department of Community and Family Services
Spence, Jane	Kaiser Foundation Health Plan of Oregon
Westbrook, Sara	Portland Police Bureau, Family Services Division
Wolinsky, Jack	Mental and Emotional Disabilities Advisory Council Multnomah County Department of Community and Family Services
Woodruff, Tom	Providence Behavioral Health Connections
Wrigley, Jim	Oregon Advocacy Center
Young, Deborah	Ceres Behavioral Healthcare System



# MULTNOMAH COUNTY OREGON

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GARY HANSEN • DISTRICT 2 COMMISSIONER  
TANYA COLLIER • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

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**Multnomah County's Local Planning Process  
Re: State of Oregon's Request For Proposals (RFP)  
To Provide Managed Mental Health Services  
Under the Oregon Health Plan**

**Local Criteria Recommendations  
Draft - April 8, 1997**

**Multnomah County's Local Planning Process**  
**Re: State of Oregon's Request for Proposals (RFP)**  
**To Provide Managed Mental Health Services Under the Oregon Health Plan**  
**April 8, 1997**

**I. Multnomah County Local Criteria: Consumer Involvement and Advocacy**

**Objectives:**

- A. Successful bidders to the State RFP in Multnomah County shall designate representative(s) with organizational decision making authority to routinely participate with the Local Mental Health Authority (as convener) in system-wide mechanisms to coordinate among Plans and the carve out. These mechanisms shall monitor and evaluate on-going efforts to engage consumers, advocates and families in planning, developing, operating and evaluating managed mental health care service delivery.
- B. Successful bidders to the State RFP in Multnomah County shall make specific efforts to assure consumer and advocate representation of:
1. adults with severe and persistent mental illness
  2. children with serious mental or emotional disorders
  3. persons of diverse cultural backgrounds
  4. persons with mental or emotional illness who because of such conditions have become homeless or have had contact with the criminal justice system
  5. advocates, families/caregivers of consumers

**Response Required:**

1. Describe organizational strategies to commit resources and senior level participation in the organization's on-going efforts to increase advocacy and consumer involvement in all spheres of the mental health service delivery. Include strategies to participate with the Local Mental Health Authority in system-wide mechanisms to coordinate on-going efforts among Plans and the carve out.
2. In addition to the populations named in the State RFP Required Response, Item 4.C. (adults with severe and persistent mental illness, children with serious mental or emotional disorders, and persons with diverse cultural backgrounds) add "persons with mental or emotional illness who because of such conditions have become homeless or have had contact with the criminal justice system". Include these added populations in the 4.c response to describe the organization's

efforts to include consumer, family and advocacy group representation in the planning, developing, implementing, operating and evaluating the service delivery system.

3. Describe how the organization will use consumers, advocates and families of culturally diverse populations in Multnomah County in planning, implementing and evaluating managed mental health service delivery. This includes groups such as African-Americans, American Indians/Alaska Natives, Asians, Hispanics or other non-English speaking populations when such populations number 35 or more households are enrolled in Plan; and persons with severe and persistent mental illness who are homeless.
4. Describe how the organization will work with existing family support and consumer advocacy efforts in Multnomah County. This response may be accompanied by letters of support from consumer or advocacy groups that endorse the proposed strategies and/or the organization's past performance in working with family support and consumer advocacy efforts; position descriptions for consumer/ advocate roles within the organization; or by other documentation as appropriate.

## **II. Multnomah Country Local Criteria: Delivery System Configuration**

### **Objectives:**

- A. Successful bidders to the State RFP in Multnomah County shall designate representative(s) with organizational decision making authority to routinely participate with the Local Mental Health Authority (as convener) in system-wide mechanisms to coordinate among Plans and the carve out. The purpose is to plan, implement, resolve problems and evaluate issues and projects of delivery system configuration, including but not limited to, the following areas:
  1. Review clinical case level and care coordination concerns for members requiring services from more than one publicly funded agency or requiring a coordinated crisis response;
  2. Resolve Plan level coordination issues for persons who change Plans, fall in and out of Medicaid eligibility status, or who pose coordination or integration issues;
  3. Resolve system level coordination issues for maintaining the integrity of the community based service delivery system for persons with mental health needs, regardless of funding source;

4. Identify issues and problem resolution related to maintaining a comprehensive, coordinated community crisis response system and to ensure access to mental health needs not under this agreement;
- B. Successful bidders to the State RFP shall have linkage agreements with the existing 24 hour publicly funded crisis response system in Multnomah County. The agreement is to include the conditions for the bidder's accountability for members' acute mental health care when the care is provided by the County's 24 hour publicly funded crisis system due to public health and safety reasons. The agreement will demonstrate assurances that public safety, as defined in statute, will be met; that continuity of care protocols will be agreed to and implemented to assure clinically appropriate and timely discharge planning and follow up; and appropriate financial arrangements will be established.
- C. Successful bidders to the State RFP shall include in needs assessments the membership and community need for prevention and early intervention services.

**Response Required:**

1. Describe how the organization will assure meaningful participation with the Local Mental Health Authority (as convener) in system wide mechanisms to coordinate among Plans and the carve out to plan, monitor, implement, resolve problems and evaluate issues and projects related to areas noted in Objective A.1.-4. above.
2. Describe methods the organization will use to support care coordination and case management services that link such services as social supports for transitional and permanent housing, vocational training and other human resource needs to persons with intensive mental health needs. Examples of methods include, but are not limited to, the use of flexible reimbursement structures to provide care coordination, case management and/or participation on multi-disciplinary service teams.
3. Describe how the organization will create new linkages or link to the existing community mental health, health and social support network. This includes, but is not limited to linkages to the 24 hour crisis response system, multi-discipline service delivery teams; existing coordination bodies for mental health crisis delivery; out of plan services that are community wide resources e.g. children's residential and day treatment services; adult foster and residential care for mental health needs and psychiatric long term care services.

4. Describe methods the organization will use to collect data, provide analysis and develop programs that target the Multnomah County community need for prevention and early intervention services, including services to persons who need short term mental health intervention for acute or situational needs.

### **III. Multnomah County Local Criteria: System Capacity**

#### **Objectives:**

- A. Successful bidders to the State RFP in Multnomah County shall designate representative(s) with organizational decision making authority to routinely participate with the Local Mental Health Authority (as convener) in system-wide mechanisms to coordinate among Plans and the carve out to develop a common data base to monitor and analyze across contractors the incidence of persons with severe and persistent mental illness and children with serious mental and emotional disorders. The purpose is to work with the State to develop an appropriate risk adjustment mechanism, should there be adverse selection in the geographic area.
- B. Successful bidders to the State RFP in Multnomah County shall investigate and ensure capacity to meet member needs for essential community mental health program services currently being delivered in Multnomah County.

#### **Response Required:**

1. Describe strategies to participate with the Local Mental Health Authority in system-wide mechanisms to coordinate among Plans and the carve out to develop a common data base to monitor and analyze the incidence of persons with severe and persistent mental illness and children with serious mental or emotional disorders.
2. Describe how the organization will inventory what essential community mental health services are currently provided to publicly funded clinical populations and how the organization will ensure capacity to provide these services. These include, but are not limited to, examples such as child abuse assessment and treatment services; sexual abuse treatment services; dual diagnosis services; and employment readiness services for adults with severe and persistent mental illness.
3. Describe how the organization will identify the full spectrum of socio-economic conditions affecting service delivery that are found in publicly funded clinical populations to assure it maintains a capacity and expertise to meet member needs. Examples of socio-economic

conditions to be addressed in Multnomah County include homelessness, lack of transportation or phone, co-existing conditions such as chemical dependency or physical disability. Include a description of proposed outreach methods.

4. Describe the organization's relevant past experiences in planning and/or providing for locations, hours of services, service range and intensity that meet the needs of publicly funded clinical populations. Include examples of the organization's experience in adjusting its capacity to assure timely access to urgent and emergent care as well as access to routine types of services for short term interventions. (Refer to routine, urgent and emergent care definitions per State RFP Draft Model Mental Health Organization Agreement).

#### **IV. Multnomah County Local Criteria: Accessibility and Continuity of Care**

##### **Objectives:**

- A. Successful bidders to the State RFP in Multnomah County shall designate representatives with organizational decision making authority to routinely participate with the Local Mental Health Authority (as convener) in system-wide mechanisms to coordinate among Plans and the carve out to plan, implement, resolve problems and evaluate issues and projects related to accessibility and continuity of care.
- B. Successful bidders will agree to develop linkage agreements with the Local Mental Health Authority in order to collectively monitor and manage access to non-Medicaid resources and to coordinate continuity of care for persons who pose an imminent risk of danger to self or other; change Plans; fall in and out of Medicaid eligibility status or who pose access or continuity of care issues.

##### **Response Required:**

1. Describe strategies to participate with the Local Mental Health Authority in system-wide mechanisms to coordinate among Plans and the carve out to plan, implement, resolve problems and evaluate issues and projects related to accessibility and continuity of care. Response may include strategies previously identified under Local Criteria: Delivery System Configuration, Required Response Item 1.
2. Describe the organization's plan to monitor its effectiveness in providing access and treatment to special populations such as adults with severe and persistent mental illness, children with serious mental or emotional disorders, or persons of diverse cultural backgrounds.

Include methods that demonstrate an understanding of the unique needs and corresponding interventions strategies of special populations.

3. Describe how the organization will develop a linkage agreement with the local mental health authority and other governmental services in order to coordinate continuity of care for persons who pose an imminent risk of danger to self or others; change Plans, fall in and out of Medicaid eligibility status or who pose access or continuity of care issues; and collectively monitor and manage access to non-Medicaid resources.
4. Describe how the organization will ensure access to assessment and treatment to persons with mental illness whose conditions are compounded by such factors as homelessness, chemical dependency and criminal justice involvement. Include how the organization will measure its effectiveness in managing the treatment and retention of persons who exhibit costly, disruptive and/or other non conventional behaviors as a result of the mental illness.
5. Describe the organization's plan to provide access, stabilization and aftercare transition planning and treatment to and from acute psychiatric care, residential and day treatment care and psychiatric long term care to OMAP members who are transferring from one practitioner or hospital to another; are enrolling or disenrolling from Medicaid; changing from one Plan to another or seeking Out of Plan services.

## **V. Multnomah County Local Criteria: Quality Assurance/Quality Improvement System**

### **Objectives:**

- A. Successful bidders to the State RFP in Multnomah County shall designate representative(s) with organizational decision making authority to routinely participate with the Local Mental Health Authority (as convener) in system-wide mechanisms to coordinate among Plans and the carve out to:
  1. Establish standardized quality measures;
  2. Develop a community wide data set that will be used to evaluate and improve access to, and quality of, publicly funded mental health services in the entire community.

B. Successful bidders to the State RFP in Multnomah County shall describe how the organization will include consumers, advocates and families, community mental health, health and social support representatives in quality improvement processes to define outcomes and monitor the implementation and evaluation of managed mental health services to publicly funded clinical populations.

**Response Required:**

1. Describe how the organization plans to work with the Local Mental Health Authority to establish standardized quality measures and a common data set for the purpose of evaluating and improving access to, and quality of, publicly funded mental health services. This description may be accompanied by examples such as past or present organizational policies and practices that link quality measures to broader community standards.
2. Describe the methods the organization will use to assure that consumers, families and advocates, community mental health, health and social support network representatives have an ability to influence the definition of outcomes and the implementation and evaluation of managed mental health services to publicly funded clinical populations.